

REQUEST FOR PROPOSAL
FOR
INMATE AND STAFF FOOD SERVICES
RFP # 19-0153



ED MCMAHON, SHERIFF
KEN SARVIS, CHIEF DEPUTY
MARK VINCENT, CAPTAIN

COUNTY COMMISSIONERS

WOODY WHITE, CHAIRMAN
SKIP WATKINS, VICE-CHAIRMAN
JONATHAN BARFIELD, JR.
PATRICIA KUSAK
ROB ZAPPLE

CHRIS COUDRIET, COUNTY MANAGER

PROJECT OVERVIEW (See Attachment A for details)
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DATE:	August 24, 2018
SOLICITATION NUMBER:	RFP NO. 19-0153
DESCRIPTION OF SERVICES:	Provide Food Services For The New Hanover County Sheriff's Office Detention Facility
DEADLINE FOR INITIAL QUESTIONS	September 7, 2018 at 3:00 PM
FACILITY TOUR	NON-MANDATORY
	September 11, 2018 at 10:00 AM
	Location: Lobby of New Hanover County Sheriff's Office Detention Facility 3950 Juvenile Center Rd Castle Hayne, NC 28429
	**Late arrivals will not be allowed to sign in.
	Reminder: You are not allowed to bring weapons (i.e. pocket knives, nail files, etc.), cameras, mobile phones, or electronic devices of any kind (laptops, tablets, iPads, e-notebooks) into the Detention Facility.
DEADLINE FOR FINAL WRITTEN QUESTIONS:	September 18, 2018 by 3:00 PM Email: lbutler@nhcgov.com
DUE DATE/TIME FOR PROPOSALS:	October 9, 2018 at 4:00 PM Note: Late proposals will not be accepted

This solicitation does not commit New Hanover County to award a contract, to pay any cost incurred in the preparation of applications submitted, or to procure or contract for the services. The County reserves the right to accept or reject any, all or any part of proposals received as a result of this request, or to cancel in part or in its entirety this Request for Proposals if it is in the best interest of the County to do so. The County will be the sole judge as to whether proposals submitted meet all requirements contained in this solicitation.

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REQUEST FOR PROPOSALS (RFP) GENERAL TERMS AND CONDITIONS

1. DEFINITIONS

- A. The term "**Chief Deputy**" as herein used shall be deemed as reference to the New Hanover County Sheriff's Office Chief Deputy or his/her duly appointed representative in the administration of the contract.
- B. The term "**Vendor**" as herein used shall be deemed as reference to the successful bidder, Vendor, proprietor or corporation receiving an award and entering into a formal agreement under the terms of the bid.
- C. The term "**County**" as herein used shall be deemed as reference to New Hanover County, a political subdivision of the State of North Carolina.
- D. The term "**Sheriff's Office**" as herein used shall be deemed as reference to the New Hanover County Sheriff's Office.
- E. The term "**Chief Detention Officer**" as herein used shall be deemed as reference to the duly appointed representative of the Chief Deputy for the purpose of administering this contract.
- F. The term "**Inmate**" as herein used shall be deemed as reference to any person, inmate or detainee in the custody of or incarcerated in any facility operated in whole or in part by the Sheriff's Office.
- G. The term "**HU**" as herein used shall be deemed as reference to a housing unit containing individual cells.
- H. The term "**Facility**" as herein used shall be deemed as reference to any premises, facility, outbuilding or grounds in or on which the Sheriff's Office possesses the primary proprietary interest. Also, includes any location within the building, outbuilding or grounds.

2. GENERAL INFORMATION

There is no expressed or implied obligation for New Hanover County (hereinafter "the County") to reimburse Vendors for expenses incurred in preparing proposals in response to this request.

During the evaluation process, the County reserves the right, where it may serve the County's best interest, to request additional information or clarification from Vendors or to allow corrections of errors or omissions.

The terms and conditions in this Request for Proposal (RFP) shall prevail unless otherwise modified by the County in an addendum to this RFP. The County reserves the right to reject, in whole or in part, any proposal which does not comply with such terms and conditions.

The County reserves the right to retain all proposals submitted and to use any ideas in a proposal

regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the Vendor of the conditions contained in this RFP, unless clearly and specifically noted in the proposal submitted and confirmed in any resulting contract between the County and the Vendor selected.

3. **SUBMISSION AND WITHDRAWAL OF PROPOSALS**

Proposals are to be submitted in sealed envelopes, marked and addressed as directed in this RFP. Failure to do so may result in the premature opening of, or a failure to open, such proposals.

Sealed proposals shall be submitted to Lena Butler, Finance New Hanover County 230 Government Center Dr., Suite 165 Wilmington, NC 28403 by the date and time as specified herein. Proposals transmitted by fax ***will not*** be accepted for consideration.

Vendors mailing proposals should allow sufficient time for mail delivery to ensure timely receipt of their proposal by the Procurement Department. Any proposal received after the scheduled date and time of opening, as specified herein, will be immediately disqualified.

If erasures or other changes appear on the document, each erasure or change ***must*** be initialed by the person signing the proposal.

Proposals may be withdrawn by written request received from the submitting Vendor ***prior*** to the submittal deadline.

4. **PREPARATION OF PROPOSAL**

- A. All proposals should be complete and carefully worded and must convey all of the information requested by the County. If errors or exceptions are found in the Vendor's proposal, or if the proposal fails to conform to the requirements of the RFP, the County will be the sole judge as to whether that variance is significant enough to reject the proposal.
- B. Proposals should be prepared simply and economically. All data, materials, and documentation shall be available in a clear, concise form and reproducible upon request "at cost" for the County's internal use. The County reserves the right to reproduce proposals for internal use in the evaluation process.
- C. All proposals shall provide a straight forward, concise description of the Vendor's ability to satisfy the requirements of the RFP.
- D. Each copy of the proposal should be bound in a single volume where practical. All documentation submitted with the proposal should be bound in that single volume.
- E. If any proposal includes any comment(s) over and above the specific information requested in this RFP such comment(s) must be included as a separate appendix to such proposal.
- F. The Vendor is solely responsible for all costs and expenses associated with the preparation of their response and of any supplementary presentation (including any oral presentation) requested by the County.

- G. Proposals must be made in the official name of the individual, firm, or corporation under which the business is conducted (showing official business address) and must be signed in ink by a person duly authorized to legally bind the business entity submitting the proposal.
- H. Submittals shall be typewritten or computer generated. It shall include, but is not limited to, addresses of all firms which would participate in the proposed work. The type of organization of the Vendor whether individual, partnership, corporation, or joint venture among any types of entities shall be stated. Any affiliations, parent-subsidiary relationships, and corporate identities must be fully disclosed and clearly explained.
- I. The County prefers a single, qualified company or entity to be responsible for providing the services (hereinafter “Services”) described herein. Therefore, any one proposal submitted in response to this RFP by more than one business entity will be deemed to be a proposal for a joint venture between or among the companies so submitting unless the proposal clearly and unequivocally describes that only one Vendor proposes to act as principal and the other firms’ contractual position is clearly defined. The firms submitting as a joint venture will be held jointly and severally responsible for the work in its entirety, and will not be permitted to limit their liability, individual or collective, to the County. This provision may be waived if a solution is agreed upon whereby the County will have a single source for contract complaints, problem resolution, and responsibility.

5. NON-COLLUSION OATH

Every proposal must be accompanied by a notarized affidavit of non-collusion, executed by the Vendor or in the case of a corporation, by a duly authorized representative of said corporation. The Non-Collusion Oath is provided herein.

6. COMPETITIVE PROCUREMENT

It is the intent and purpose of the County that this RFP permit competition. It shall be each Vendor’s responsibility to advise the County if any language, provision, or other requirement, or any combination thereof, inadvertently restricts or limits the satisfaction of the specifications stated in this RFP to a single source. Such notification must be submitted in writing and must be received by Lena Butler, New Hanover County Finance no later than the deadline for receipt of written questions.

7. ADDENDA/CHANGES

Any additions, deletions, modifications, or changes made to this RFP shall be processed through Lena Butler, New Hanover County Finance. Any deviation from this procedure may result in the disqualification of the proposal or the cancellation of any contract resulting from this RFP.

Requests for interpretation of this RFP and any other questions concerning the RFP shall be made in writing and sent to Lena Butler, Purchasing Supervisor by emailing lbutler@nhcgov.com.

These requests must be submitted by the deadline for written questions. Any interpretation, correction or change of the Proposal Documents will be made by addendum. It is the Vendor’s responsibility to monitor the Finance website at www.nhcgov.com for any additional information, revisions, or addenda that may be posted. All such addenda shall become part of the RFP and each Vendor shall be bound by such addenda whether or not received by the Vendor.

8. PUBLIC ACCESS TO PROCUREMENT INFORMATION

All bids received are considered public record and available for public inspection after award and execution of contract. According to General Statutes 132 - 1.2, trade secrets contained in a bid may be kept confidential if the bidder, at the time the bid is submitted, designates the secret and requests that it be kept confidential. This right of privacy will be construed as narrowly as possible to protect the interests of the vendor while attempting to maximize the availability of information to the public. Bidders agree to indemnify New Hanover County, its employees, and officers against any costs arising out of a public records request for documents the company claims contain protected trade secrets.

9. OWNERSHIP OF DOCUMENTS

All proposals and supporting materials (including all data, material, and documentation originated and prepared for the County pursuant to this RFP and including correspondence relating to this RFP) shall, upon delivery to the County, become the property of the County.

10. AWARD

Award shall be made to the responsible Vendor whose proposal is determined to be the most advantageous to the County, taking into consideration the evaluation factors set forth in this RFP.

11. NOTICE OF AWARD OF CONTRACT

Within thirty (30) days after the notice of award, the successful Vendor shall enter into a formal contract(s) in the approved form. The contract will be for service to begin on or before **DECEMBER 1, 2018**.

The successful Vendor shall be required to submit acceptable Insurance Certificate(s) and Endorsement(s) within five (5) business days after issuance of the Notice of Award.

12. CONTRACT DOCUMENT

Within thirty (30) days after the notice of award, the successful Vendor shall enter into a formal contract(s) in the approved form. The contract will be for services to begin on or before December 1, 2018

13. VENDORS' REPRESENTATIONS

Each Vendor by submitting a proposal represents that:

- A. The Vendor has read and understands this RFP (including all specifications and attachments) and that the proposal is made in accordance therewith.
- B. The Vendor has reviewed the RFP, has become familiar with the local conditions under which the work is to be performed, and has correlated personal observations with the requirements of the proposed Contract Documents.

- C. The proposal is based on the terms, materials, systems and equipment required by this RFP, without exception.
- D. The Vendor is qualified to provide the services and equipment required under this RFP and, if awarded the contract, will do so in a professional, timely manner using successful Vendor's best skill and attention.

14. MANDATORY LEGAL COMPLIANCE

The Vendor shall agree to comply with all statutes, ordinances, regulations and requirements of federal, state and local governing bodies applicable to the management/operations of this food service contract. This includes obtaining and paying for all applicable licenses, medical exams and food handler's cards/certificates.

15. MANDATORY ACA COMPLIANCE

It is the Sheriff's Office's intent that the Vendor will meet requirements for NCCHC and ACA accreditation of the food service program and that such standards will be maintained for the remainder of the contract. Compliance is required day 1 of the contract.

16. VENDORS' RESPONSIBILITY

Each Vendor shall fully acquaint itself with conditions relating to the scope and restrictions attending the execution of the work under the conditions of this RFP.

The failure or omission of the Vendor to acquaint itself with existing conditions shall in no way relieve it of any obligation with respect to the proposal submitted by the Vendor or to any contract resulting from this RFP.

17. NON COLLUSION

The Vendor, by signing the proposal, does hereby warrant and represent that any ensuing agreement has not been solicited, secured or prepared directly or indirectly, in a manner contrary to the laws of the State of North Carolina and the Sheriff's Office, and that said laws have not been violated and shall not be violated as they relate to the procurement or performance of the agreement by any conduct, including the paying or the giving of any fee, commission, compensation, gift, gratuity or consideration of any kind, directly or indirectly, to any County or Sheriff's Office employee, officer, official or any other vendor or consultant. This clause includes any vendor making or attempting to make contact with any Sheriff's Office or New Hanover County Official without first requesting permission using the process prescribed within this RFP.

18. CONTRACT

A formal written contract, with specifications, will be entered into between the parties. The proposal, or any part thereof, submitted by the successful Vendor may be attached to and become a part of the contract awarded by the County. After selection of the successful Vendor, a formal written contract basically encompassing this RFP, the Vendor's proposal response, and all other relevant documents/correspondence will be drawn by the County and will not be binding or in force until signed by both parties and approved by New Hanover County's legal counsel.

19. CONFLICT OF INTEREST

The award of a contract is subject to provisions of all Federal, State and local laws. All firms must disclose within their proposals the name of any officer, director or agent who is also an employee of New Hanover County Sheriff's Office and/or New Hanover County. Further, all firms must disclose the name of any Sheriff's Office employee who owns, directly or indirectly, an interest of ten percent or more in the firm or any of its subsidiaries or affiliates.

20. EQUAL OPPORTUNITY

The Vendor shall not discriminate because of race, color, religion, sex, age, national origin or disability as defined and prohibited by applicable law, in the recruitment, selection, training, utilization, promotion, termination or other employment-related activities concerning employees of the food service program. Vendor, by submitting its proposal response, affirms that it is an equal opportunity employer and shall comply with all applicable federal, state and local laws and regulations.

21. COST OF PREPARATION OF RESPONSE

Costs incurred by prospective Vendors in the preparation of the response to this Request for Proposal are the responsibility of the responding Vendor and will not be reimbursed by the County or Sheriff's Office.

22. AUTHORITY TO DO BUSINESS IN NORTH CAROLINA

Any Vendor selected to provide Sheriff's Office food service not incorporated under the Laws of North Carolina must furnish from the North Carolina Secretary of State, a copy of its certificate of authority to do business in the State of North Carolina.

23. PERFORMANCE BOND

The successful Vendor will provide to the County a \$250,000 Performance Bond with surety satisfactory to the County and/or Sheriff's Office and within thirty (30) days after notice is received from the Sheriff's Office that the contract has been awarded to the Vendor. The cost of providing the bond shall be considered as included in the proposal price (but listed separately) and no additional compensation will be allowed therefore.

24. TERMS OF CONTRACT

The initial contract term will be for **December 1, 2018 through June 30, 2021**. The Sheriff's Office reserves the option of two (2) one (1)-year extensions. The Sheriff's Office will advise the Vendor in writing no later than January 1st of each year of its intent to extend the contract or its intent to request new proposals to operate its food service program for the next fiscal year.

25. TERMINATION OF VENDOR

The Sheriff's Office shall have the right to immediately terminate the contract without notice if, for any reason, the Vendor fails to provide continuous food service to the Facility for a period in excess of twenty-four (24) hours. In addition, this termination right will be enforced if the Vendor is determined to be in consistent serious violation of health, sanitation and safety requirements by the Sheriff's Office's, New Hanover County Health Department or other relevant agencies.

Failure by the Vendor to correct any contract violation within five (5) calendar days after receipt of notice will be cause for immediate termination of the contract.

The Sheriff's Office reserves the right to terminate the contract upon 30 days written notice for any cause.

To include but not limited to failure to achieve and maintain ACA standards for the food service program.

After two years, the Vendor may terminate the contract for any cause with 90 days written notice to the Sheriff's Office.

26. PENALTIES FOR NON AND PARTIAL PERFORMANCE

If, after written complaints have been submitted to the Vendor by the Sheriff's Office, the Sheriff's Office determines that one or more substantial contract violations continue to occur, the Sheriff's Office shall have the right to require the Vendor to issue monthly billing credits commensurate with the value lost plus 50% or \$2,000 whichever is greater. Those violations considered substantial to the Sheriff's Office are presented as follows:

- The Vendor has failed to prepare all or portions of the meal using the specified recipe, ingredient amounts proportionate to the number of persons to be served, improper preparation, improper storage techniques and other points directly related to adherence to serving the menu specified.
- The Vendor, through improper or inconsistent supervision, has failed to provide the specified portions to the inmates and/or staff.
- The Vendor has failed to adhere to its minimum purchase specifications.
- The Vendor has willfully refused to utilize Federal Government Surplus Commodities.
- The Vendor has, through circumstances within its control, caused all or portions of a meal to become contaminated.
- The Vendor has, through circumstances within its control, failed to serve the meal specified within 10 minutes of the scheduled time.
- The Vendor has, through circumstances within its control, failed to maintain the kitchen,

staff dining room, food preparation and storage equipment and space and all preparation and service utensils in a clean, sanitary manner.

- The Vendor has, through circumstances within its control, failed to prevent any damage to Sheriff's Office property, buildings or equipment.
- The Vendor has, through circumstances within its control, failed to provide active supervision of the tray serving line process.

In the event one or more of these situations have taken place, the Sheriff's Office shall direct the Vendor to issue a credit for up to the full value of the meal plus 50% times the number of inmate and staff meals requested or \$2,000 whichever is greater. These credits will continue to be issued until such time that all of the aforementioned violations have been corrected to the Sheriff's Office's satisfaction.

27. FOOD SAMPLES

The Vendor will save samples of all served foods/complete meals for a period of not less than 72 hours for testing in the event of an outbreak of food poisoning/contamination. Samples must be clearly marked as to the dates and times of preparation, service and storage.

28. TRANSITION PLAN

If not the incumbent Vendor, the proposing Vendors will submit, in writing within its proposal, a plan for transition from the current Vendor operated program into the designated Facility including hiring and training of staff, security clearances, medical screenings, purchasing, inventory, and other factors to assure that there is no operational or security break in the system during said transition. The Vendor must indicate its willingness and under what financial terms it will purchase the existing food and supplies inventory.

The Vendor agrees to fully cooperate with any subsequent Vendor so as to insure a smooth transition. In the event of any question or conflict, the Sheriff's Office's decision shall be binding on both parties.

29. UNACCEPTABLE PROPOSALS

Respondents should review all attached information before submitting a response. Responses which do not consider all elements of the RFP will not be considered by the Sheriff's Office.

30. QUARTERLY REVIEWS

The Vendor will submit, in writing, within 15 days of the end of each quarter, a report of food service activity to include but not limited to:

- A complete accounting of the actual meals served including hot meals, sack meals, religious and medical diets and snacks.
- Copies of all reports and records required to qualify for Federal Surplus Commodities.
- An assessment of the overall program strengths and weaknesses as well as recommendations

for improvement of food, service, cost control or other areas.

31. DISASTER PLAN

The Vendor will provide a plan to deal with critical incidents to include:

- Maintain staff levels
- Lodging of Vendor Employees
- Transportation for Vendor Employees
- Support the food service for the entire agency for consecutive days
- Prepare for total freezer / cooler failure.

ATTACHMENT A

**SPECIAL INSTRUCTIONS/TERMS
AND CONDITIONS**

SPECIAL INSTRUCTIONS/TERMS AND CONDITIONS
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1. GENERAL DESCRIPTION OF SERVICES:

The County is seeking proposals from firms established in the business of providing food services for the New Hanover County Sheriff's Office Detention Facility (NHC Detention Facility).

For the complete Scope of Services, see Attachment B, Scope of Services/Specifications.

2. PRE-PROPOSAL CONFERENCE & TOUR:

Please indicate your intent to submit a proposal by sending an email to lbutler@nhcgov.com. Please include your company's contact information for receiving any addenda issued for this RFP.

A Facility tour will take place at the Sheriff's Office Detention's Facility located at 3950 Juvenile Center Road, Castle Hayne, North Carolina 28429 on **September 11, 2018 at 10:00 AM**. Attendance for this tour is **OPTIONAL BUT HIGHLY RECOMMENDED** for any Vendor wishing to submit a proposal who has not previously toured the facility. Vendors should notify Lena Butler at the email address below by **Friday, September 7, 2018 at 3:00 PM** if they will be present for the tour.

Prior to the tour, vendors are encouraged to submit their initial questions in writing and email them to lbutler@nhcgov.com no later than **Friday, September 7, 2018 at 3:00 PM**.

3. DEADLINE FOR FINAL WRITTEN QUESTIONS:

Vendors will have an opportunity to submit additional questions regarding this RFP after the tour **until September 18, 2018 at 3:00 PM**.

Answers to all questions will be issued as an Addendum and emailed to all Vendors on record. The Addendum will also be posted on the County's website at <http://www.nhcgov.com/Finance/Pages/CurrentBids.aspx>.

4. PROPOSAL SUBMITTAL DEADLINE:

Respondents must submit the original proposal to:

Lena Butler, Purchasing Supervisor
New Hanover County Finance
230 Government Center Drive, Suite 165
Wilmington, NC 28403
Telephone: 910-798-7190

Respondent must submit seven (7) complete copies of the proposal to:

Captain Mark Vincent
New Hanover County Sheriff's Office
Detention Facility
3950 Juvenile Center Road
Castle Hayne, North Carolina 28429
Telephone: 910-798-4573

No later than 4:00 P.M. EST on October 9, 2018. Late proposals will not be accepted.

It shall be the responsibility of the Vendor to ensure that their proposal is received by New Hanover County Finance and the Sheriff's Office prior to the deadline. The County is not responsible for any internal or external delays which may cause any proposal to arrive beyond the stated deadline. To be considered, proposals must arrive at the two locations specified herein and be time stamped prior to the deadline.

5. SELECTION PROCESS

- A. Following the deadline for submittal of proposals, a selection committee will review, analyze and rank all Vendors based on their response to the information requested.
- B. The County reserves the right to finalize a Contract based on all factors involved in the written qualifications submittal without further discussion or interviews.
- C. The County may request oral presentations or discussions with any or all Vendors for the purpose of clarification or to amplify the material presented in any part of the proposal. However, Vendors are cautioned that this provision is not mandatory; therefore, all proposals, both cost and technical, should be complete and concise and reflect the most favorable terms available from the Vendor.

If the County determines that interviews are necessary to make the selection, they will be scheduled with the Vendors and held at the New Hanover County Sheriff's Office Detention Facility 3950 Juvenile Center Rd, Castle Hayne, NC 28429.

- D. If desired, the selection committee may shortlist the number of qualified firms. The County reserves the discretion to determine the number of firms that will be on the short list.
- E. The selection committee may conduct discussions with the firm(s) submitting responses regarding the contract and shall select from among them the firm(s) deemed most qualified to provide the required services. At the discretion of the County, the discussions with the firm(s) may consist of written questions and responses, and/or personal interviews with members of the firm(s). If personal interviews are required by the County, the persons proposed to be responsible for performing the work required herein shall attend the interview. If requested, firms should be prepared to submit financial status information, which shall be held in confidence.
- F. The County shall select the Vendor submitting the best overall proposal on terms which

are considered to be fair and reasonable to the County.

- G. New Hanover County reserves the right to reject any or all offers, and to waive defects, technicalities and /or irregularities in any submittal.

6. PROPOSAL SELECTION/EVALUATION FACTORS:

The evaluation of proposals will be conducted in two phases. In Phase I, the technical portion of the proposals will be read. Any proposals that are not complete, i.e. do not address all of the * categories in the RFP in the order requested, will not be given further consideration. Assuming that the proposal responses are complete, there will be an in-depth, scored evaluation conducted for each. The vendor must score a minimum of 90% in each category to qualify for Phase II.

Phase I

1. Corporate Experience (30) Points. Each Vendor will be evaluated in the four (4) following areas:
 - a. Correctional Longevity. Number of years of experience the Vendor's has operating in a correctional environment.
 - b. Large Jail/Correctional Facility Experience. Vendor's experience in providing correctional food service programs in facilities with inmate populations exceeding 500 inmates.
 - c. Accreditation. Accreditation programs the Vendor has successfully been involved in and were there any new accreditations obtained during the Vendor's tenure.
 - d. References. References will be contacted and evaluated based upon their satisfaction of service provided.
2. Quality of Response (25) Points. Each proposal will be evaluated to determine the following:
 - a. Vendor's acknowledgement of and intent to achieve and maintain the Facility's requirements.
 - b. Vendor's ability to clearly describe how their proposed program will meet the qualifications required and project objectives.
 - c. Vendor's ability to exceed any of the Facility's requirements.
 - d. Overall Method of Delivery.
 - e. Quality Control Plan.
 - f. Innovation and Flexibility.
 - g. Variety of Meals for Staff and Inmates.
3. Corporate Capability (20) Points. Each proposal will be evaluated in the following areas:
 - a. Financial stability as determined by review of the audited financial results of the previous three (3) years. Each proposing company (not parent company) must submit the previous three (3) years audited financials.
 - b. Ability to start-up and manage the proposed program. Vendor must prove its ability to start-up the program on December 1, 2018. Vendor must demonstrate the specific organization staff and structure, as well as outlined the specific phasing in their proposal to accomplish start-up and continuing management of the proposed program.

Phase II (25 Points)

1. Interviews
2. Price. All proposals will be rated from the common reference point per meal and total dollar figure for delivery of a complete food service program for initial contract period.

7. **SUBMITTAL REQUIREMENTS:***Submittals must include:*

- **A transmittal letter,**
- **One (1) original proposal, clearly marked “Original” and Price Proposal,**
- **Seven (7) complete hard copies of the Proposal, and**
- **One (1) complete electronic copy of both the Proposal and the Price proposals.**

Each Proposal and Price proposals should be submitted at the same time; however, the price proposal shall be in its own separate, sealed envelope, submitted only with the original proposal which will be mailed to Lena Butler. ***DO NOT*** submit copies of the Price Proposal with the proposals that will be mailed to the Detention Facility.

The electronic copy may be submitted on USB flash drive or CD. The File format should allow files to be opened in Acrobat 10 (or lower) or Microsoft Word 2010 (or lower). PDF is preferred. The electronic copy should contain both the Proposal and Price Proposal to be included with the “Original which will be mailed to Lena Butler.

Vendors shall address all items as specified in this section. Failure to adhere to this format or to address all items specified may disqualify an Vendor from further consideration. Vendors are also encouraged to include any additional information they wish to be considered.

Submit proposals in the following format:A. Title Page

Title page must show the RFP’s subject; the Vendor's name; the name, address, and telephone number of a contact person; and the date of the proposal.

B. Table of Contents

Provide a Table of Contents to aid the evaluation of the proposal.

C. Transmittal Letter

Proposal must include a signed letter of transmittal briefly stating the Vendor's understanding of the services to be undertaken, the commitment to perform the services within the time period, a statement why the Vendor believes it’s firm to be the best qualified to perform the services and a statement that the proposal is a firm and irrevocable offer for sixty (60) calendar days.

D. Detailed Proposal

The purpose of the detailed proposal is for the Vendor to demonstrate their qualifications, competence, and capacity to provide food services for the New Hanover County Sheriff's Office Detention Facility in conformity with the requirements of this RFP.

Vendor shall submit a proposal addressing each item listed based on the ability of your firm to provide those services as required.

Vendors should address all the points outlined herein.

All responses to this request for proposals must be submitted in writing and in electronic format. Hard copies of proposals must be securely bound, paginated, with pages printed front and back. To conserve resources, proposals should only include photographs, images, diagrams, large type, and other visual designs when absolutely warranted to assist the facility in making a decision.

At a minimum, proposals must contain the following sections, in the same order and numbering scheme as below. Each section at a minimum must contain an affirmative acknowledgment of the each and every one of the Facility's requirements described in the scope of services and a detailed description of the Vendor's capabilities in meeting these requirements.

1. Security
 - 1.1 Safety
 - 1.2 Sexual Misconduct with an Inmate
 - 1.3 Contraband
 - 1.4 Identification (ID) Badges
 - 1.5 Key Control
 - 1.6 Tool Control
 - 1.7 Hazardous Materials Control
 - 1.8 Computers, Peripherals, Cellular Phones and Other Electronic Devices
 - 1.9 Electronic Communication
 - 1.10 Non-Consumable Supplies, Linens, Chemicals, and Smallwares
 - 1.11 Food Items that Pose a Security Threat

2. Foods, Menus, and Special Meals and Diets
 - 2.1 Food Quality and Prohibited Food Items
 - 2.2 Nutritional Guidelines
 - 2.3 Menus
 - 2.4 Therapeutic Diets
 - 2.5 Religious Diets
 - 2.6 Lifestyle Diets
 - 2.7 Holidays, Religious Observances, and Other Special Inmate Meals
 - 2.8 Meal Orders
 - 2.9 Meal Delivery
 - 2.10 Inmate Workers Meal Incentives
 - 2.11 Facility Catering
 - 2.12 Staff Dining
 - 2.13 Beverage Service

- 2.14 Inventory of Foods & Supplies
- 3. Other Materials and Supplies
 - 3.1 Smallwares
 - 3.2 Linens and Laundering
 - 3.3 Chemicals and Sanitation Supplies
 - 3.4 Office Supplies
- 4. Facilities and Equipment
 - 4.1 Maintenance of Facility and Equipment
 - 4.2 Sanitation
 - 4.3 Waste Removal
 - 4.4 Pest Control
 - 4.5 Energy and Natural Resource Conservation
 - 4.6 Recycling and Solid Waste Reduction Strategies
- 5. Contract Employees
 - 5.1 Personnel
 - 5.2 Dress Code and Uniforms
 - 5.3 Staffing Plans
 - 5.4 Health and Physical Fitness of Contract Employees and Inmate Workers
 - 5.5 Contract Employee Qualifications
 - 5.6 Contract Employee Background Screenings
 - 5.7 Contract Employee Drug Screening
 - 5.8 Contract Employee Orientation and Training
 - 5.9 Contract Employee Entrance Procedures
- 6. Program Standards and Quality
 - 6.1 Standards and Compliance
 - 6.2 Quality Control Program
 - 6.3 Records Inspection and Retention
- 7. Cost
 - 7.1 Pricing Plan (See Item E. below, Cost Data Form)
 - 7.2 Annual Price Increase
 - 7.3 Invoicing Procedures
 - 7.4 Invoice Format
- 8. Required Additional Information. Submissions must include the following sections complete with the items described below:
 - 8.1 Company Organizational Chart.
 - 8.2 Biographical information for all proposed contract staff providing direct supervision to the on-site contract staff, including resumes.
 - 8.3 A list of all county and local detention facilities in which the company currently provides food services.
 - 8.4 List of proposed suppliers for executing the facility's contract.

8.5 Three general customer references in addition to the ones listed previously in sections 6.1 and 6.2. Provide client name, address, description of services provided, dates services provided (began and if applicable, ended), and contact person (title, phone number, and email address).

9. Optional Additional Information. Upon fully addressing all of the above mentioned requirements in its submissions, Vendors are encouraged to add any additional information to the end of their proposal document for the Facility's consideration. Such additional information may describe unique company programs, corporate accomplishments, public service accomplishments, best practices, or industry standards that Vendor's feel is in the best interest of the Facility to consider during the proposal evaluation.

E. Cost Data Forms & Non Collusion Oath

1. The cost proposal shall be detailed on the enclosed Cost Data Form. The Cost Data Form must be submitted in a separate sealed envelope clearly marked "Cost Proposal" and included with the Original proposal. The Cost Data Form can be found in Attachment D, Required Forms.
2. Annual Financial Reports for the past three years. **(Submit only with Cost Proposal.)**
3. Summaries of Major Litigation in which the company is named as a defendant for the past five years. **(Submit only with Cost Proposal.)**

F. Modifications

Modifications submitted via facsimile (FAX), telephone, and electronic means, including but not limited to e-mail, in response to the Request for Proposals will not be accepted.

G. Proposal Signature

Each proposal must be signed in by the Vendor's authorized representative with his/her usual signature. Proposals by corporations must be signed with the corporate name by one of the officers, followed by the name of the state of incorporation, date of incorporation, and the signature of the president, secretary, or other person authorized to legally bind it in the matter. Proposals submitted by partnerships must be signed with the partnership name by one or more of the partners, followed by the date and state of formation. The name of each person signing shall be typed or printed below the signature. In both cases, the agent for service must be provided. Unsigned proposals will be disqualified.

8. DAMAGES

The County as defined this section in the Sample Contract under Section Eighteen.

9. CONTACT PERSONS

Questions or clarifications concerning this should *only* be directed to:

Lena Butler, Finance

New Hanover County
230 Government Center Drive, Suite 165
Wilmington, NC 28403
Telephone: 910-798-7190
E-mail: lbutler@nhcgov.com

Mark Vincent, Jail Administrator and Captain of the Detention Facility

New Hanover County Sheriff's Office
Detention Facility
3950 Juvenile Center Road
Castle Hayne, North Carolina 28429
Telephone: 910-798-4573
E-mail: mvincent@nhcgov.com

10. SCHEDULE

RFP Advertised/Released by Sheriff's Office	August 24, 2018
Deadline for Pre-proposal Questions	September 7, 2018 by 3:00 PM
Facility Tour	September 11, 2018 at 10:00 AM
Questions/Requests for Clarifications Deadline	September 18, 2018 by 3:00 PM
Questions/Answers/Addenda Released	No Later than October 2, 2018
Proposals Due Date	October 9, 2018 by 4:00 PM
Contract Start	December 1, 2018

ATTACHMENT B

SCOPE OF SERVICES / SPECIFICATIONS

FOOD SERVICES
FOR THE NEW HANOVER COUNTY SHERIFF'S OFFICE DETENTION FACILITY (NHC
DETENTION FACILITY)

SCOPE OF SERVICES AND SPECIFICATIONS

0.0 OVERVIEW

0.1 General

The New Hanover County Sheriff's Office Detention Facility (hereinafter referred to as **Facility**) intends to solicit proposals from qualified food service management companies in the interest of providing the essential service of preparing and serving food for an Average Daily Population (ADP) of 600 and approximately 125 detention and administrative staff daily. It is requested that this essential service be achieved in a professional and cost efficient manner. Innovative ideas for management of the Facility's food services will be welcomed. The average daily population (ADP) for 2015 was 562, 2016 ADP was 546, and 2017 ADP was 586.

The Facility is in the process of being accredited by the American Correctional Association (ACA), Prison Rape Elimination Act (PREA) and after National Commission of Correctional Health (NCCHC).

The Facility's support service areas include a large kitchen, a large laundry, a pharmacy, a medical clinic, a central control room, a server room, an expansive vehicle salleyport for law enforcement vehicles, a multi-rig loading dock, an open processing area, a video visitation and lobby suite, classification area, administrative offices, canteen and warehouse space, training space, and logistics and attorney/law enforcement visitation rooms.

Prominent security features include the monitoring of over 200+ cameras and the operation of all egresses into and out of the secure perimeter. This will impact all deliveries to the food service department as well as the entry and exit of the contract staff.

Within the main jail, there are 14 housing units. They include several units with special designations such as a disciplinary segregation unit, classrooms for substance abuse classes, and a behavioral management unit.

The Facility has a contract to house inmates for the United States Marshal's Service and the United States Bureau of Prisons and the Department of Homeland Security's Immigrations and other surrounding counties utilize that agreement to house inmates at the Facility as well. Preservation of these contracts is of the utmost importance to the Facility.

The supervision style used at the Facility is Direct Supervision, and staff utilizes progressive discipline and behavior modification techniques to manage and control the inmate population.

The inmates housed at the Facility include all classification levels. The inmates can be charged with the most minor offenses or the most serious and their charges may originate from many different jurisdictions, from municipal courts all the way to the Federal Courts. The inmates may also be incarcerated as civil offenders, such as the inmates in jail for contempt of court or failure to pay child support. Most inmates will be awaiting trial on their charges but some will be serving

sentences; in North Carolina any sentence of 90 days or less is served at the County jail, as is any sentence for a civil offense. The Facility houses both male and female inmates, juveniles and adults, and the population is relatively diverse, mostly due to the fact that the Facility also houses Immigrations and Customs Enforcement detainees.

0.2 Kitchen Operations

During the 2017 fiscal year, the food service vendor prepared and served 741,214 meals and 16,851 staff meals. The inmate count includes all medical and religious meals. In addition to the above projected total, there are approximately 10,000 sack meals prepared annually for courts, arrest processing and Transportation.

The Sheriff's Office has a predetermined number of beds for inmate workers for various inmate labor roles throughout the Facility to include food service, maintenance, and laundry operations. Food service staff is assisted by inmate workers in each location. The Sheriff's Office makes no promises or guarantees for a minimum number of daily inmate workers.

All food is portioned onto insulated trays and transported on carts to the respective housing units with beverages and service ware/condiments in accordance with the established counts. The Facility will be responsible for actually moving or supervising inmate workers with the movement of meal carts from the kitchen to the housing units. Officers are then responsible for distributing the trays to the inmates. When all inmates have completed their meal, the Facility will be responsible for supervising the inmate workers retrieving all trays, beverage dispensers and carts to the kitchen for washing, sanitizing and staging for use at the next meal.

With respect to medical and special diets, the following represent normal medical or religious orders:

- No Added Salt
- Low Fat/ Low Cholesterol
- Renal
- Full Liquid
- 1800 ADA
- 2000 ADA
- Vegetarian
- Kosher

The Health Services Administrator advises that other diets may exclude certain foods due to allergies or specify that double portions or nutritional supplement (such as Ensure) be added to meals. In regards to special diets there is an average of 125 inmates per meal, this includes Kosher, Ramadan and non-meat diets are recognized religious diets and **no pork products are served to inmates**. There will not be a price difference between Regular Meals and Special Diets/Religious meals.

There is one staff dining room which provides meals to all staff. Those meal periods and hours of operation are seven days a week, and at the following times:

Breakfast	0730 - 0930
Lunch	1100 – 1400
Supper	2000 – 0000

In addition to the traditional hot entree choice, a soup, salad, sandwiches, desserts and beverages are to be offered at each meal. Cold drink and snack/candy vending machines (which are not part of this contract) are available on a 24 hour-a-day basis. Currently the Supper times are not staffed and prepared meals are available to Detention Staff working.

Therefore, the Sheriff's Office is requesting proposals from qualified Vendors interested and willing to provide food service for the inmates and staff at the Facility. The Vendor will be responsible for all procurement, preparation, serving, clearing and cleaning associated with food service at the Facility. The Vendor will also provide appropriate training and orientation as well as supervisory control from a food service perspective of all inmate labor assigned to the kitchen. The Facility will assign an officer to the kitchen for the purpose of maintaining security. The initial term of the contract is from **December 1, 2018 through June 30, 2021**, with the option to renew for two (2) additional one (1) year extensions under the same terms and conditions. The Vendor should anticipate serving from 580 to 850 inmates and staff meals daily within the Facility under this contract.

The current equipment inventory in the kitchen includes the following:

- two tray washers,
- two 50-gallon steam kettles,
- two tilt skillets,
- one flat top griddles,
- one six-burner range,
- three convection ovens,
- one ware washer,
- one three-part sink,
- two slicers,
- two planetary mixers,
- four assorted hot and cold holding cabinets, (3 cold and 1 hot)
- one ice makers,
- three dual sided hot serving line, and
- one special diet serving line.

The staff dining room is equipped with:

- a salad bar,
- a hot bar,
- front refrigerator,
- ice cream machine.

1.0 SECURITY

1.1 Safety

The Vendor shall ensure that appropriate procedures are used to prevent injury to the public, the inmates, and the Facility's employees and to prevent damage to the Facility's equipment and physical facilities.

The Vendor shall, at all times, be familiar with, comply with, and enforce all regulations of any Federal, State, and local authorities pertaining to safety, fire, etc.; including, but not limited to, Occupational Safety and Health Administration (OSHA), National Safety Council (NSC), National Fire Protection Association (NFPA), etc.

1.2 Sexual Misconduct with an Inmate

North Carolina law (NC GS 14-27.7(a)) prohibits anyone from engaging in sexual intercourse or contact with an inmate for any reason. It further stipulates that anyone lying about any instance of such or anyone concealing any instance of such is also committing a criminal offense. All such violations shall be prosecuted to the fullest extent of the law. The Vendor shall ensure that the contract staff are fully aware of this law, what specifically constitutes these crimes, and the penalties of law herein. The Vendor shall also ensure that no contract staff violates this law.

1.3 Contraband

North Carolina law (NC GS GS15A-231; 148-18.1; 153A-221) makes it a crime to furnish or with declared contraband and a crime for an inmate to be in possession of declared contraband. Items which have been declared contraband are described in the Facility's policy titled Contraband. All contract staff shall be very knowledgeable about this policy and should review it frequently. Failure to comply with this policy will result in immediate security clearance revocation and criminal prosecution to the fullest extent of the law.

In order to combat the introduction of contraband into the Facility, all staff, including contract staff, shall be subject to search of their person or their property any time they are on Facility property. Contract staff refusing to comply with any search shall be barred from entering the Facility, or if they are already on-site, shall be escorted from the Facility by Security staff. The Facility clearance shall be revoked, up to, and including permanently.

1.4 Identification(ID) Badges

All employees will wear the Sheriff's Office identification badge (with picture) face up in a visible manner from the point at which they enter the building and at all times while in the building until the point at which they leave the building.

1.5 Key Control

Contract staff shall be required to comply with the Facility's Key Control policy at all times. Contract staff shall not be allowed to wear their personal or Facility keys conspicuously while in

the building, including hanging them from their belts or pockets.

The majority of the food service equipment in the Facility is outfitted with correctional packages and, as such, may be secured with a factory lock or with padlocks. Contract staff who are authorized by the Vendor to have keys to this equipment must use the Key Control Cabinet to store and pass down the keys from one shift to the next.

If the Vendor purchases any lock for use in the Facility, then they shall provide a copy of the key to the Security Department for storage in the main control center.

Key control audits shall be conducted by Facility staff randomly and frequently. The Facility shall not tolerate any discrepancies on these audits and any findings of such shall result in the Facility utilizing any tools necessary to seek remedy, up to, and including termination for cause.

1.6 Tool Control

The Vendor shall utilize a tool inventory and control system that maintains the highest level of accountability, minimizes the opportunity for food service tools to be introduced into other areas of the Facility, promotes awareness when tools are not in their appropriate locations and meets or exceeds all requirements of the following:

- North Carolina Minimum Standards for Local Detention Facilities and Local Juvenile Detention Facilities
- ACA Standards for Adult Local Detention Facilities
- NCCHC Jail Health Standards and Juvenile Health Standards
- OSHA

All tool inventories are to be maintained by the Vendor and must be current at all times. All tool control sign-in/out logs must be maintained by the Vendor and must be accurately completed, current, and correct at all times. All tools used in the food services department must be uniquely and permanently labeled and identified, and properly and accurately inventoried and logged at all times. Broken, worn out, or obsolete tools are to be promptly removed from the kitchen and the inventory and logs are to be immediately updated to promote accuracy and prevent them from becoming inmate contraband.

Tool control audits shall be conducted by Facility staff randomly and frequently. The Facility shall not tolerate any discrepancies on these audits and any findings of such shall result in the Facility utilizing any tools necessary to seek remedy, up to, and including termination for cause.

1.7 Hazardous Materials Control

The Vendor shall utilize a hazardous materials inventory and control system that maintains the highest level of accountability, minimizes the opportunity for hazardous materials to be introduced into other areas of the Facility or used inappropriately by inmates, promotes awareness when hazardous materials are not in their appropriate locations and meets or exceeds all requirements of the following:

- North Carolina Minimum Standards for Local Detention Facilities and Local Juvenile Detention Facilities
- ACA Standards for Adult Local Detention Facilities
- Jail Health Standards and Juvenile Health Standards

All hazardous material inventories are to be maintained by the Vendor and must be current at all times. All hazardous material control sign-in/out logs must be maintained by the Vendor and must be accurately completed, current, and correct at all times. All hazardous materials used in the food services department must be inventoried and logged at all times.

Hazardous material control audits shall be conducted by Facility staff randomly and frequently. The Facility shall not tolerate any discrepancies on these audits and any findings of such shall result in the Facility utilizing any tools necessary to seek remedy.

The Vendor shall also maintain the most current and accurate Material Safety Data Sheet (MSDS) available for each and every chemical and hazardous material in a location that is immediately accessible to likely users of these materials. The Vendor shall ensure that all staff are aware of the locations of the MSDS sheets and are aware of their purpose.

1.8 Computers, Peripherals, Cellular Phones and Other Electronic Devices

Only official company-owned computers, peripherals, and electronic devices shall be allowed in the building for the purposes of carrying out this contract.

Any electronic item connected to the Facility's network must be compliant with the Facility's and the County's IT policies at all time, including both hardware and content.

In the case of computers and related peripherals, all items shall be inspected by the Facility's IT department for appropriate security and firewall protection prior to installation in the food service offices and addition to the Facility's network. This includes printers, copiers, scanners, external hard drives, etc. The Facility's IT department shall have administrative rights to any computer or peripheral within the Facility or linked to the Facility's network and reserves the right to inspect them for security and firewall integrity at any time and without notice.

If internet usage is required, it will be at the vendor's expense.

Cell phones are considered contraband in this Facility unless expressly authorized by the administrator or his designee. The Facility administrator's designee is willing to authorize company cell phones for the Food Service Director and the Assistant Food Service Director, and may consider judicious requests for additional staff cell phone permission if the Vendor can demonstrate their need.

Any other electronic devices such as electronic readers, portable video games, electronic music players, etc., are strictly forbidden.

The Sheriff's Office manages its inmate population through an electronic Jail Management System (JMS). The Vendor will be allowed access to JMS for the purposes of obtaining inmate counts and special medical or religious diets for serving the inmate population. If interface is needed between the vendor's programs and the facilities JMS, it will be at the vendor's expense. If an interface is needed for grievance/request system, it will be at the vendor's expense.

1.9 Electronic Communication

Contract staff shall refrain from posting, updating, tweeting, or otherwise contributing to any social networking site while they are working their shift. The content of such communication made outside their working hours shall be subject to the scrutiny of the Facility at any time. Suspect communication may be sole cause for the Facility to revoke the employee's security clearance.

Emails originating from company accounts associated with this Facility are likewise subject to Facility scrutiny even if their content is of a personal nature and either the sender or recipients are not contract staff.

Contract staff should ensure that in all forms of communication they represent their company and the Facility well, and uphold the Facility's mission.

1.10 Non-Consumable Supplies, Linens, Chemicals, and Smallwares

All items delivered or brought into the Facility by the Vendor shall be subject to inspection and approval by the Facility at all times. Generally, the Facility will allow the Vendor to purchase these items at their discretion, but the Facility reserves the right to ban or refuse entry to any item if it appears to pose a security threat.

1.11 Food Items that Pose a Security Threat

The Vendor shall utilize an inventory and control system for foods that pose a security threat that maintains the highest level of accountability, minimizes the opportunity for these foods to be introduced into other areas of the Facility or used inappropriately by inmates, promotes awareness when these foods are not in their appropriate locations and meets or exceeds all requirements of the following:

- North Carolina Minimum Standards for Local Detention Facilities and Local Juvenile Detention Facilities
- ACA Standards for Adult Local Detention Facilities
- Jail Health Standards and Juvenile Health Standards

Foods that pose a Security Threat include, but are not limited to, yeast, cayenne pepper, mace, nutmeg, sugar, and alcohol based liquid flavorings.

All inventories of these foods are to be maintained by the Vendor and must be current at all times. All control sign-in/out logs of these foods must be maintained by the Vendor and must be accurately completed, current, and correct at all times. All such foods used in the food services department must be inventoried and logged at all times.

Control log audits of foods that pose a security threat shall be conducted by Facility staff randomly and frequently. The Facility shall not tolerate any discrepancies on these audits and any findings of such shall result in the Facility utilizing any tools necessary to seek remedy.

2.0 FOODS, MENUS, AND SPECIAL MEALS AND DIETS

2.1 Food Quality and Prohibited Food Items

The Facility is seeking palatable and appetizing meals that are made only from healthy, wholesome foods which are free of spoilage and contamination. Under no circumstances are past dated food items, salvaged food items, or food items in dented, corroded, or otherwise compromised packaging to be served to either inmates or staff. Furthermore, no food items are to be used or served which appear, smell, or taste spoiled or otherwise unpalatable, even if the item's expiration date is current.

The Facility does not serve pork or pork by-products to inmates under any circumstances. Serving pork or pork by-products to staff is acceptable, but the Vendor shall be required to ensure that the pork items do not contaminate the inmate foods under any circumstances. If the Vendor is planning on preparing religious diets that prohibit consumption of certain foods, such as pork, including Kosher and Halal diets, on-site, then the Vendor must also ensure that they maintain the integrity of the equipment, wares, and utensils used solely and specifically in these meal preparations as well so that they *never* come into contact with those designated items. In this case the Vendor is also responsible for designating and working with an appropriate religious authority to craft specific procedures for planning and preparing the meals in a way that is consistent with their religious customs.

The Facility discourages Vendor from using any "imitation" type food when creating the menus for this Facility.

There will be no unpasteurized items used at the Facility, either dairy or eggs.

There will be no servicing of raw or undercooked potentially hazardous foods.

For specific types of foods, the following shall apply:

- 2.1.1 Beef:** All beef shall be inspected and graded by the United States Department of Agriculture (USDA) and whole cuts shall be graded Select or higher, ground beef must have a minimum meat to fat ratio of 75:25. All beef must come from domestic sources and USDA inspected plants and must have a nutritional label on the packaging.
- 2.1.2 Poultry:** All poultry, fresh or frozen, shall have been inspected and passed for wholesomeness by the USDA, and shall be Grade A. Frozen poultry shall be purchased as individually quick frozen uniform-size pieces for safest defrosting. Ground poultry or mechanically separated poultry products must come from domestic sources and USDA inspected plants, the products must also have a nutritional label on the packaging.
- 2.1.3 Seafood and Shellfish:** All seafood shall be of the best quality and fresh chilled or frozen. Frozen seafood shall be purchased as individually quick frozen uniform-size pieces for safest defrosting. Market seafood purchases must be made from sources that are fully compliant DHEC, USDA, and FDA regulations and recommendations on sourcing, storing, and labeling.
- 2.1.4 Fresh Fruits and Fresh Vegetables:** All fresh fruits and vegetables shall be the top grade for each item. All fresh fruits and vegetables are to be appropriately washed prior to including in prepared foods or serving in their raw form.
- 2.1.5 Eggs:** All fresh shell eggs shall be USDA grade A or better, and size medium or larger. All fresh liquid, frozen or dried eggs must be pasteurized and processed under continuous inspection of the USDA. All cans and packages must bear the USDA seal showing the

date of inspection. Frozen eggs products, once thawed, must be used and may not be refrozen.

2.1.6 Frozen Foods: All frozen foods shall be USDA Grade AA or A depending on the specific food and shall have been packed under continuous inspection of the USDA.

2.1.7 Canned Foods: All canned foods shall be USDA inspected and no less than Grade B.

2.2 Nutritional Guidelines

The Facility is seeking a comprehensive meal service plan whereby each and every meal served meets all nutritional guidelines set forth by the USDA and NCDHS for the applicable age groups; adults and juveniles. In addition to the USDA guidelines, each and every meal served must also be compliant with the nutritional standards of ACA, NCCHC, ICE, and DHEC. Each and every meal served must be analyzed for nutritional content by a dietician and the nutritional analysis shall be immediately available at the Facility at all times. There shall be absolutely no exceptions to these requirements.

Vendor's must affirmatively acknowledge this requirement in their responses.

2.3 Menus

The Facility is seeking a 28-day menu cycle for all menus to include main line, therapeutic diets, the most common religious diets, lifestyle diets, juvenile menus, and staff dining.

Sample menus for each of these must be included in the Vendor's responses.

Menu plans are to be laid out on a weekly schedule and are to include each meal served on a particular day, every item served on the meal, and the portion size of the item. For the listing of the item served, the description shall be such that it clearly states the major components of the item, for example, a menu reflecting "turkey tetrazzini" as the main course for a meal shall actually contain turkey meat. Furthermore, if the major component of any item on the menu is not in the rawest form, the menu must clearly state what the item is, for example, if the main course is "turkey tetrazzini," and ground or pressed turkey is used rather than pulled or shredded, whole meat, then the menu description must reflect that as well. The Facility desires menus that clearly express what is being served in layman's terms. Combination items shall include portion sized for each of the major components as well, for example, a menu reflecting "spaghetti with ground beef in marinara sauce" as the main course shall provide an accurate portion size for the amount of pasta and an accurate portion size for the amount of ground beef in the sauce.

2.4 Therapeutic Diets

The Facility is seeking a therapeutic diet plan that provides generic meals for a minimum of the following common medical conditions:

- Diabetes; Insulin Dependent
- Diabetes; Non-Insulin Dependent
- Pregnancy
- Low Weight
- Obesity

- Gastrointestinal Diseases
- Cardiovascular Disease
- High Blood Pressure
- Renal Failure
- Jaw, Dental, and Other Oral Injuries
- Clear Liquid
- Common Food Allergies (but not limited to seafood, peanut, tomatoes, etc.)
- Celiac Disease
- Lactose Intolerance

The Vendor shall also be expected to modify these diets to accommodate an inmate's religious dietary preferences or lifestyle preferences if the inmate adheres to either as well. In such instances, the food service provider shall work with their dietician to meet the medical provider's needs.

In addition to these common medical issues requiring dietary considerations, the medical providers may at times feel a custom diet is in the best interest of a patient and may therefore request that the food service department collaborate with the medical providers to create a custom meal plan that satisfies the inmate's medical needs and their nutritional needs. In such instances, the food service provider shall work with their dietician to meet the medical provider's needs.

Placement on any therapeutic diet shall only be done by medical staff through the approved process. The order for the therapeutic diets shall be placed on the facilities' approved therapeutic diet spreadsheet.

2.5 Religious Diets

The Facility requires pre-determined religious diet plans, on a 28-day cycle, to accommodate religious beliefs of the Jewish, Muslim, Hindu, and Catholic inmates who may be housed at our Facility. Religious meals may either be prepared on-site or may be brought in pre-packaged to protect the integrity of the food served.

In addition to the religious diets offered to the previously mentioned major religions, the Facility also requires that the Vendor have the ability to quickly accommodate religious diets for adherents of the less prevalent religious groups. Examples of these less prevalent religious groups may include, but is not limited to, Seventh Day Adventists, Native Americans, Jainists, Rastafarianists, or Mormons.

Inmates requesting a religious diet shall generally make their request to the Facility's Chaplain. Approval of the requests shall rest with the Facility Administrator, or his designee. If inmates religious diet is approved, the Vendor will be informed. Under no circumstances are inmates religious diet request to be received, approved or denied by Contract staff.

2.6 Lifestyle Diets

The Facility recognizes that it is common practice for inmates to elect to practice vegetarianism either for ethical or health reasons and requires a diet plan for vegetarians who consume no flesh, but are comfortable eating animal by-products, as well as a diet plan for full vegans.

Because inmates often make this decision for reasons that are not mandated by their religious beliefs or their medical conditions, inmates shall be allowed to request placement on one of these

diet plans in writing to Jail Administration for approval.

2.7 Holidays, Religious Observances, and Other Special Inmate Meals

Non-withstanding the segment of the inmate population who are on a special diet for any reason, the Vendor shall serve a special dinner meal to the entire inmate population on the following commonly observed holidays: New Year's Day, Easter Sunday, Independence Day, Thanksgiving, and Christmas Day.

In addition to the routine religious diets served to the entire inmate population, there are several religious holidays that are routinely observed by segments of inmate population that require the food service department to make accommodations. The three most common example of these in the past three years has been the Ramadan fasting and feast, the observation of Passover, and the abstention of eating meat on Ash Wednesday and every Friday during the Lenten Season. Meals for Inmates participating in Ramadan or other Religious Customs will meet NCDHS standards to include 2 hot meals and 1 cold per day.

Occasionally the Facility may ask the Vendor to provide a special meal to some or all of the inmates as a prize for a contest or as another type of positive behavior reinforcement. These occurrences for the substitution of the regularly planned meal shall be pre-planned.

2.8 Meal Orders

The facility is seeking the most accountable, accurate and efficient means of placing counts for inmate meals. At the current time, our First-line supervisors are required to e-mail their meal counts, three times a day, directly to the Contracted Food Service staff in the kitchen. Also, they are being verified using a live population count provided through the intranet.

2.9 Meal Delivery

The Facility requires that the Vendor deliver all inmate meals directly to the housing units and areas where the inmates reside or are being held, including all satellite locations and transitional holding areas. The satellite locations currently include the Juvenile Detention Center, the Work Camp, and the County Courthouse. The transitional holding areas are currently the Processing Area, which is within the main Facility, and the County Courthouse.

Note: The County Courthouse is both a satellite location and a transitional holding area.

For transitional holding areas, the Vendor may provide bag meals in lieu of hot meals served on trays. For the County Courthouse, if the Vendor is providing bag meals, then the meals may be delivered to the transportation department prior to the courthouse transport van's departure and thus may be delivered to the courthouse by the Facility's transport team. If the Vendor elects to do so, the meals must be delivered to the transport department fully prepared and in designated, secure containers that ensure that the foods are held at a safe and correct temperature for later service and consumption. The containers must not be excessively heavy when filled because they will be hand carried to and from the van once they arrive at the County Courthouse; there are no food carts at that location. Milk crates are not acceptable containers.

For the other satellite location meal deliveries, and the County Courthouse should the Vendor elect not to have the meals delivered by the transport team, the Vendor is responsible for providing a reliable vehicle expressly for the purpose of delivering meals to the locations. The Vendor is

responsible for returning to the satellite locations to collect any non-disposable items used in the service of these meals immediately following the conclusion of feed off for that location. Soiled trays, beverage containers or any other smallwares are never to be left at any satellite location until the next meal is delivered. Delivery to the satellite locations shall be defined as actually delivering meals into the secure perimeter of the location and retrieving all soiled items from within the secure perimeter when the meal service is complete.

For the Juvenile facility, the Vendor shall deliver all meals with a reliable vehicle expressly for the purpose of delivering meals to the location. The Vendor is responsible for returning to the Juvenile facility to collect any non-disposable items used in the service of these meals immediately following the conclusion of feed off for that location. Soiled trays, beverage containers or any other smallwares are never to be left at this location until the next meal is delivered.

All housing units and areas where inmates reside or are being held are to receive their meals and beverages at the same time. Each delivery site, including all transitional holding areas and satellite locations, shall also receive a document, or documents, with a description of the exact inventory of the delivery (i.e. the number and types of trays), a description of the foods contained on each type of meal, and a color photo of the meal served from the main line on the tray, so that housing unit staff can easily locate trays with incorrect portions or other inconsistencies. The Vendor is responsible for providing the means to produce, print, and copy, as necessary, the color photo of the standard meal tray.

2.10 Inmate Workers Meal Incentives

The Facility authorizes a double portion to Inmate Workers at the evening meal. The extra caloric intake is offered to provide additional nutritional value to workers.

2.11 Facility Catering

The Facility shall occasionally require the vendor to cater meetings, conferences, and other such special events. In such cases the menus and prices shall be discussed prior to the Vendor providing the services and the catering shall be invoiced separately from the routine monthly invoice.

2.12 Staff Dining

The Facility has a designated officer's dining room hereinafter referred to as "the ODR", adjacent to the main kitchen floor. The ODR is designed in a traditional cafeteria style with hot and cold holding and serving equipment. Staff who are working 12 hour shifts *and* who are not allowed to leave the premises for meal breaks shall be allowed to dine in the ODR during their shift at no expense to them, instead their meals shall be billed to the County on the regular monthly invoice. All staff who have the ability to leave the Facility for meal breaks, other contract staff, and other County employees who work at the Facility shall also be allowed the option to dine in the ODR.

The Facility is seeking a Vendor that can bring vitality, creativity and good food to the ODR. The Facility is seeking a Vendor that can serve a variety of quality, nutritious and wholesome fruits, vegetables, meats, whole grains and other healthy food options. It is our desire that staff have a dining experience with an ambiance that is warm, inviting and relaxing with a variety of food options to fit all staff diets. We are seeking a Vendor that can provide the following 7 days per week: Two (2) quick made to order meal options, two (2) wholesome nutritious entrée selections, salad bar with a variety of healthy ingredients, beverages, and ice cream machine. The ODR is

open seven days a week and serving times are: Breakfast 7 am – 9:30 am, Lunch 11am to 2pm and Dinner 8pm to 12am. The NHCDF is opened for ideas and suggestions that can provide staff with quality and nutritious meals, improve moral and make meal time a place away from work. A contract employee shall be assigned to prepare, cook and serve staff dining.

2.13 Beverage Service

Beverage service in staff dining room to include tea, one sweet and one unsweet.

2.14 Inventory of Foods & Supplies

The Vendor shall be responsible for creating and inventorying all foods and supplies used in the food service operation. The inventory shall be current and shall incorporate a rotation consistent with industry best practices. The Vendor shall be responsible for screening all incoming inventory for damage or contamination and shall document this screening. The Vendor shall also be responsible for maintaining the in house inventory at appropriate operational levels.

The Vendor, at no extra expense to the facility shall be responsible for providing disposable appropriately sized hot and cold cups under the terms of this contract. The cups are to be recyclable paper or plastic, or products made from previously recycled materials.

2.15 Surplus Food Usage

It is to the Sheriff's Office's fiscal advantage that the Vendor use its best efforts to maximize the use of Federal Government Surplus Commodities for those meals meeting National School Lunch Program specifications and, if available for general inmate meals. Subject to the provisions within RFP specification 6.20, the Vendor shall provide for the utilization of federally supplied commodities which shall be strictly accounted for and used only for the benefit of the Sheriff's Office food service operation to the **maximum** extent allowed. The liability for proper use and accountability for these commodities shall be the responsibility of the Vendor. Surplus food must be ordered and stored by the Vendor in the appropriate designated storerooms and/or Sheriff's Office approved Vendor leased storage space in the local area. The Vendor will submit its quarterly orders no later than the time and date specified to the designated Chief Detention Officer or their designee for review and approval prior to forwarding same to the:

Food Distribution Division
State of North Carolina
P.O. Box 659
Butner, NC 27509-0659

The Vendor will pay the Sheriff's Office, in the form of a credit against meal charges, the State of North Carolina approved wholesale value of the surplus commodities less the amount of actual shipping/handling fees incurred for picking up and transporting the surplus foods.

The Vendor will submit copies of the State of North Carolina purchasing receipts (if received during that period) and vendor prepared inventory/period usage report (showing beginning inventory, receipts, usage and ending inventory along with the State of North Carolina approved

wholesale value (by item and extended) to the designated Chief Detention Officer or their designee with its billing to the Sheriff's Office. In the event that spoiled commodities are received by the Vendor, the State of North Carolina Food Distribution Division is to be notified and disposition handled in accordance with their instructions. Copies of all disposition records are to be forwarded to the Chief Detention Officer or their designee in order for a credit to be made to the Vendor's commodity usage records.

A four (4) month estimate of surplus food usage must be submitted to the Chief Detention Officer or their designee no later than the fifteenth of November, March and July each year for purposes of ordering (dates subject to change).

Within its proposal response, the Vendor is to propose a plan outlining its process and methodology for maximizing the use of commodities. Within that response, the Vendor should provide evidence (average commodity food cost per meal, etc.) of its success in using commodities in other comparable accounts.

3.0 OTHER MATERIALS AND SUPPLIES

3.1 Smallwares

The Vendor shall be required to provide all smallwares required to carry out the terms of this contract. Generally, smallwares consists of the following categories: glassware, flatware, dinnerware, pots and pans, table top items, bar supplies, food preparation utensils and tools, storage supplies, service items and small appliances costing \$500 or less. At the time of commencement of this contract, the Facility's existing stock shall be transferred to the Vendor for their use. An inventory of the existing stock shall be conducted prior to commencement in conjunction with the Facility's current Vendor. The Vendor shall be responsible for purchasing additions to supplement the existing stock prior to the commencement of the contract, should any be required. At the conclusion of the final term of the contract, the Vendor shall transfer all smallwares to the ownership of the Facility, at no additional expense to the Facility.

3.2 Linens and Laundering

The Facility shall be responsible for providing all linens and textiles for the food service operation. This includes, but is not limited to, aprons for staff, bar towels, pot holders, oven mitts, and mop heads. The Facility shall also provide the appropriate equipment necessary to handle collection of soiled linens.

The Facility utilizes a cold water/ozone laundry Facility that is located right next to the food service area. This system is excellent in conserving natural resources while still sanitizing, however, its ability to remove heavy staining from food service linens is marginal. The Facility will launder the food service linens at no cost to the Vendor, but the Facility makes no guarantees regarding the linens. Should the Vendor elect to launder linens on site, they will be responsible for purchasing soiled linen sorting containers and multiple sealable laundry bags that can be used to convey the linens to the laundry room. Again, milk crates are not acceptable receptacles for soiled linen collection. The laundry room currently does not operate on a 24/7 basis, and the Vendor shall maintain enough linens to allow for a reasonable rotation. Should the Vendor elect to use an off-site laundering service for food service linens, this shall be at no additional cost to the County.

3.3 Chemicals and Sanitation Supplies

The Vendor shall be responsible for providing all cleaning solutions, chemicals, and detergents used in maintaining a sanitary food service operation, including chemicals for cleaning floors, fixtures, equipment, surfaces, tray washing, and ware washing. Chemical dispensers, not including hand soap dispensers, that are to be permanently mounted anywhere within the Facility, are to be obtained and installed at the Vendor's expense and must be removed, and the surfaces and walls underneath repaired, at the conclusion of the final term of the contract, at the Vendor's expense, unless the next Vendor is amenable to continuing their use.

The Vendor shall be responsible for providing all other sanitation supplies required to carry out the terms of this contract such as mops, brooms, mop buckets, chemical buckets, separate floor and surface squeegees, scrub brushes, scrubbers, sponges, disposable wipes, chemical concentration testing strips, and temperature testing devices.

The Vendor shall be responsible for providing personal sanitation equipment to all staff working in the food service area. This equipment shall include, but is not limited to, fitted disposable gloves, disposable hair nets, and disposable beard guards. Because the disposable gloves are most effective when they snugly fit, the Vendor shall be required to provide them in various sizes; Small, Medium, Large, and Extra Large. Gloves shall be available in various hand sink locations throughout the food service areas to encourage staff to change them frequently in conjunction with hand washing.

The Vendor shall be responsible for providing personal chemical protection equipment to all staff working with any chemicals in the food service area. This equipment shall include long, heavy-duty aprons, long, cuffed gloves, and goggles.

The Facility shall also be responsible for providing, and continually stocking, paper towels, toilet paper, and liquid soap to all restrooms and hand washing sinks located throughout the food service areas.

3.4 Office Supplies

The Vendor shall be wholly responsible for providing any office supplies used by the contract staff in carrying out the terms of this contract.

4.0 FACILITIES AND EQUIPMENT

4.1 Maintenance of Facility and Equipment

At all times the Vendor shall run the food service operation in a manner that respects the facilities and the equipment, protects them from damage, and promotes their continued operability and durability. At all times the Vendor shall be responsible for the cleaning and sanitation of all the food service facilities and equipment.

Equipment failure due to neglect, improper use or lack of inmate supervision will be the vendor's responsibility to repair. Repairs outside this scope will be handled by the facility.

4.2 Sanitation

At all times, the Vendor shall be responsible for the cleanliness and sanitation of all food services facilities, equipment, and foods; without exception. They will obey all federal, state and local laws and ordinances regarding health, sanitation, safety, and environmental disposal regulations. The Vendor shall regularly access and adopt, as appropriate, all food service industry best practices which will enhance and/or improve the Facility's food service program. The Vendor will be subject to inspections in the kitchen by authorized personnel from the Sheriff's Office, New Hanover County Health Department and any other officials so designated.

The Vendor must implement and enforce a strict policy of following all occupational health and safety administration (OSHA) standards, guidelines and food service industry best practices relative to inmate worker safety. Upon notification of a violation, the Vendor must immediately correct the violation and take steps to assure the Chief Detention Officer or designee that it will not be repeated. The Vendor will be responsible for purchasing and maintaining all safety related equipment and supplies.

Food services facilities shall include the indoor and outdoor dining areas, staff restrooms, service corridors, the loading dock and vestibule, staff offices, the main kitchen floor, and all storage areas attached to the above mentioned areas.

The Vendor shall ensure that cleanliness and sanitation activities are carried out responsibly and with respect to the integrity of the facilities, equipment, and foods. The Vendor is also responsible for ensuring that cleaning and maintenance of equipment is done in accordance with specific manufacturer's directions.

4.3 Waste Removal

The Facility is responsible for waste removal services. Currently solid waste containers are emptied five times per week, recycling containers are emptied weekly, and used cooking oil and organic compost containers are emptied as needed. The Vendor is responsible for informing the Contracts Manager if any of these containers becomes full and needs to be emptied before it creates a sanitation issue. The Vendor is also responsible for ensuring that the correct waste is placed in its designated container.

4.4 Pest Control

The Facility is responsible for monthly pest control services, with call back treatments as needed. The Vendor is responsible for ensuring that the Facility and equipment are maintained in such a high level of cleanliness that pest infestation is not likely. The Vendor is also responsible for immediate removal of any infested food product from the Facility to ensure that further infestation does not occur. The Vendor is responsible for reporting pest control issues to the Contracts Manager immediately for coordination of a pest control treatment.

4.5 Energy and Natural Resource Conservation

The Vendor shall conduct the food service operation in a cost and natural resource conservation conscious manner. Equipment, lights, and water shall all be turned off immediately after use and doors on temperature sensitive storage units shall always remain closed and sealed when not immediately being accessed by staff. Any Facility door with an automatic closing device or a door position switch with a prop alarm must remain closed and secure at all times as well.

4.6 **Recycling and Solid Waste Reduction Strategies**

At this current time the facility does not have in place a compost and recycling program; however, if and when this program is put in place at the Facility it will be the responsibility of the Vendor to adhere to the following:

All solid waste generated by the food service department that can reasonably be recycled, shall be recycled. This includes food packaging, organic food waste, and paper. With regards to organic waste, the Vendor shall strive to divert as much organic waste as possible to the compost container, but at a minimum, the waste from prep work and the uneaten food returning to the kitchen on trays must be collected and composted rather than thrown in the trash or rinsed down the drain into the garbage disposals.

All disposable cups, plates, bowls, to-go trays, and other similar articles provided under the terms of this contract are to be recyclable paper or plastic, or products made from previously recycled materials. There are to be no Styrofoam products used in the food service operation of this Facility. Food products arriving in Styrofoam packaging from the Vendor's suppliers are acceptable.

Cooking grease shall also be diligently collected by the food service department in accordance with the County's current arrangement with the grease collection vendor. At this time, the County currently utilizes the same vendor to collect the cooking grease on a monthly basis and pump the in-ground grease trap on a bi-monthly basis.

5.0 **CONTRACT EMPLOYEES**

5.1 **Personnel**

The Vendor must staff its operations with the optimum number of employees at all times for the efficient operation of the Facility. Currently there is one (1) full time and seven (7) part time employees. One employee is dedicated to staff dining. *Detailed staffing charts showing scheduled hours for each person by position must be submitted with the primary proposal.* Any subsequent reductions in the total number of hours proposed must be approved in writing by the Chief Detention Officer or designee prior to implementation. *In addition, a separate staffing chart showing the number of inmates requested for each work component (i.e kitchen, staff dining room, etc.) must be submitted. All staff positions vacant for 30 days or more are to be reported to the Chief Detention Officer or designee and a credit issued to the County reflecting the salary and benefits for that position until it is filled.*

Proposed wage rates for all on-site management and staff classifications must be included in the primary proposal. Proposals with wage rates which do not meet prevailing wages for comparable positions within Wilmington and New Hanover County will be rejected.

With reference to Section 3.0, the proposing Vendor shall submit copies of all employee benefits plans including medical insurance, pension, dental (indicate if there are minimum eligibility and/or premium and use co-pay requirements for any of the three), paid sick leave, paid holidays and paid vacation periods and any other benefits for its on-site management and staff. Please address what

policies and practices will be in place to recruit experienced/motivated personnel as well as reduce management and staff turnover.

5.2 Dress Code and Uniforms

All contract staff shall adhere to the Facility's dress code policy when on Facility property. All contract staff working a shift must wear a uniform that conforms to the Facility's dress code and is easily identifiable as a food service department employee on camera.

5.3 Staffing Plans

Vendor will be responsible for recruiting, providing any necessary training, and staffing of food service professionals.

The comprehensive staffing plan should not only clearly show the total number of employees working at any given time, on an hour to hour basis but also include the stations in which employees will be working. Only contracted staff will work in the Facility's kitchen.

The Vendor shall submit a complete weekly sample staffing plan illustrating the number and types of employees that are to be working.

5.4 Health and Physical Fitness of Contract Employees

All prospective Vendor personnel must obtain medical clearance from a state of North Carolina licensed physician prior to being permitted to work.

At a minimum, the medical clearance must address, but not necessarily be limited to the following "screens":

- Blood for contagious diseases such as hepatitis
- Chest X-ray for Tuberculosis (TB)

Appropriate records and proof of such medical clearances for each employee must be kept on file with the Chief Detention Officer.

The Vendor will require medical clearance for any employee to return to work after a three (3) day's absence for illness.

The Vendor shall be responsible for maintaining the documentation of the pre-employment and pre-shift examinations for contract staff on-site.

5.5 Contract Employee Qualifications

The Facility requires at a minimum that all contract staff possess and maintain ServSafe Food Handler certification within 3 months of employment. The Facility shall require that contract supervisory staff obtain and maintain ServSafe Food Safety Manager Certification.

The Facility requires a Food Service Director and Assistant Food Service Director (or equivalent)

who specifically possesses, or will obtain within the first term of the contract, the following credentials:

- ACA accreditation
- ServSafe Manager Certification

Vendor shall describe the basic qualifications for their staff in their proposals.

5.6 Contract Employee Background Screenings

The Facility maintains the sole right to determine security clearance for all contract staff. The Facility reserves the right to revoke the security clearance for any contract employee, without prior notice, on a temporary or permanent basis. The Facility reserves the right to do so without explanation to the employee or the contract company at any time.

All contract staff shall submit completed copies of the Background Check Form and a legible copy of their government issued photo ID card for the Facility to run their criminal history in NCIC. Submission of these forms and notification of the outcomes shall be conducted in accordance with current policy governing that process.

All contract staff will also undergo annual renewal of their security clearance by submitting a completed copy of the Background Check Form along with a copy of their government issued photo ID card authorizing the Facility to run their criminal history in NCIC.

5.7 Contract Employee Drug Screening

Prior to their first day, new contract staff must undergo a drug screening, at the expense of the Vendor. Documentation of the outcome of this screening must be forwarded to the Contracts Manager. Any tests revealing the presence of any illegal substances shall result in the disqualification of that employee from working at this Facility.

Contract staff must also undergo random drug screening, at the expense of the Vendor, so that staff are tested no less than once per year. Failure of any employee to pass a drug screening shall be immediately reported to the Contracts Manager. Any tests revealing the presence of any illegal substances shall result in the disqualification of that employee from working at this Facility.

5.8 Contract Employee Orientation and Training

In accordance with ACA Accreditation, the Vendor will submit a proposal for the training of its employees including length of training period, location for training, costs and performance evaluation procedures. The Vendor's proposal is to specifically identify what initial (to include orientation) and ongoing training and amount of time will be dedicated to food handling, facility/equipment sanitation, safety, personal hygiene, facility/equipment security and inmate worker contact issues. The Sheriff's Office reserves the right to prohibit the Vendor from using Sheriff's Office facilities to train its staff for other area clients if it determines that such activity is detrimental to food and/or service quality. The Vendor will also have knowledge of the PREA (Prison Elimination Act) guidelines.

All Vendor staff will be required to attend an orientation program at which time all Facility rules and regulations will be explained. Vendor employees will be required to acknowledge, in writing, that they have received both the oral presentation and written materials from the Sheriff's Office.

A record of all training conducted for each employee shall be maintained by the vendor and will be subject to periodic review/audit by the Chief Detention Officer or designee.

5.9 Contract Employee Entrance Procedures

All contract staff shall be required to use the main entrance of the Facility when reporting to work. Vendors are required to provide and maintain a method of signing staff into the Facility each time they enter and exit the building. Paper signature logs are sufficient but must be pre-dated and contain a printed list of each employee's name for each day. Failure of contract employees to sign in appropriately each time they enter and exit the Facility is ground for revocation of their security clearance. Employees leaving the Facility from the loading dock to deliver regularly scheduled meals to any authorized satellite locations are exempt from signing this log upon departure and arrival for that trip only.

Contract staff are permitted to bring in personal items, but are limited to items that are required for the employee to complete their shift. Excessive personal items and items unrelated to their job performance are not permitted. As previously stated, personal cell phones or other electronic devices are never permitted. All personal items will be securely stored in the staff lockers located in the food service department and are to be removed promptly at the conclusion of the employee's shift. Personal items, including purses, back packs, lunch bags, coolers, etc. are all subject to search upon entry into the Facility and at any time while they are located within the Facility.

6.0 PROGRAM STANDARDS AND QUALITY

6.1 Inspections

The Facility may be inspected at any time by the Sheriff's Office or New Hanover County or designated representatives for security, sanitation, food standards, quality of food preparation, documentation compliance and service, employee performance or any other valid reason. After each inspection, the Vendor will be advised in writing of unsatisfactory conditions for which the Vendor is responsible. The Vendor will promptly correct such deficiencies and communicate in writing, within five (5) business days, the solution to each problem, when it was corrected and what has been done to prevent recurrence of the problem.

6.2 Quality Control Program

The Vendor shall have a Quality Control (QC) program for the food services operation. The QC program shall be planned and systematic with at least a two studies being completed each term of the contract. Data Collection should be for both improvement priorities and continuing measurement, however, the focus of the QC program shall be the identification and resolution of problems. The review and evaluation of identified problems shall include corrective action plans and plans for restudy, if warranted. Responsibility for acting on recommendations generated through performance improvement activities shall be assigned and defined in writing. The program

shall include at a minimum the following:

- Evaluation of the nutritional adequacy of the regular, emergency, and non-standard and menus.
- Evaluation of tray identification, delivery, and sanitation.
- Plate waste studies.
- Evaluation of inmate and employee food preferences, which must include a survey performed at least annually.
- Evaluation of storage procedures for food and supplies.
- Effectiveness of pest control measures.
- Evaluation of staff on-site injuries.
- Accuracy of portion control.
- Accuracy of completed trays.
- Adequacy of refrigerator, freezer and dish machine temperatures.
- Effectiveness of the overall sanitation program for the Facility
- Effectiveness of the maintenance program for the Facility.
- Effectiveness and accuracy of bag meal production and distribution.
- Quality of completed meal trays.
- Evaluation of resource conservation and solid waste reduction measures.
- Evaluation of inmate grievance numbers and subject-matter and analysis of changes.
- Evaluation and analysis of daily call-back numbers and other meal ordering issues.
- At least one joint QC study shall be conducted each year with the Facility's medical department. The joint QC study for 2017 shall begin within 90 days of the commencement of the contract and will examine the impact of increased fiber intake on sick calls related to digestive issues.

The QC program shall be devised and implemented within 90 days of the commencement of the contract. All QC activities and reports shall be forwarded to the Facility's Contracts Manager for review and inclusion in the contract file. Note: If QC study findings indicate a significant expense, the program shall not be mandatorily implemented, but finding and implementing a cost effective corrective action shall be the responsibility of the Vendor.

Vendor's should state in their proposals all facilities where they currently have a QC program that meets the above requirements and include a point of contact at the Facility who may be available to provide a telephone reference during the evaluation process.

6.3 Records Inspection and Retention

The Vendor shall be responsible for maintaining the following records on-site for inspection by the Facility or any legitimate inspector/inspection team at all times:

- Unless the Vendor keeps a perpetual inventory, the Vendor shall take and maintain a biweekly physical inventory of food and supplies.
- Food production and service records.
- Modified diet orders records.
- Tray identification system records.
- Personal health and hygiene of staff records, including documentation of pre-assignment and annual medical examinations of Contract staff.
- Infection control records.

- At least three times per day, the Vendor shall monitor and log the temperature of all refrigerators, freezers, hot food storage cabinets and wells, dish machines, and sinks. The Vendor shall also log the PSI of the dish machines, as well as any other measurements that indicate safe and sanitary equipment operation.
- Emergency menus and supplies records.
- Pertinent safety and security practices records, including routine inventories of items that may pose a security risk to the Facility such as tools, chemicals, and raw ingredients.
- Protection of the food supply records (in addition to temperature logs that are kept for each freezer and refrigerator, etc.).
- Sanitation records including handling of cutting boards, dish and utensil washing techniques, disposal of single service containers and disposal of damaged service ware.
- Records of traffic control within the food service operation.
- Personnel files for all current staff and current corporate policies and procedures.
- Position descriptions and specifications.
- Record keeping procedures.
- Cost accounting records.
- Food service operation organization charts, staffing plans, and current schedules of the normal daily activities for the daily operation (at a minimum, there should be a distinct schedule for the warehouse, the bakery, the prep area, the cooking lines, the serving lines, the ODR, and the dish line and ware washing areas which should include times for set-up, major activities, breaks, and clean-up).
- Records of all training and education of employees.
- Quality assurance, quality control, and risk management records (including staff on site injury reports).
- Comprehensive files on all lawsuits involving the food service operation of the Facility regardless of whether or not the Vendor or any of its employees are specifically named as defendants, these files should include all relevant sources of information about the nature of the lawsuit such as grievances or other correspondence from the person filing suit, menus from the time period of the complaint, journal or log entries by food service staff providing insight into the operation from the time period of the complaint, etc.
- Tool control policies, procedures, inventories, and logs, as well as an explanation of how tools are procured for and delivered to the institution.

All records must be complete, well organized, and easily accessible at all times.

7.0 COST

7.1 Pricing Plan

Pricing information shall only be submitted with the “Original Proposal” in a separate sealed envelope. Do not submit pricing with “copies”.

The Vendor will supply a minimum of two (2) hot meals per day for all inmates. NHSO reserves the right to request pricing for 2 hot meals and 1 cold meal per day. Cold meal will be for lunch and the two (2) hot meals will be for Breakfast and Dinner.

Total meals prepared shall govern the price tier.

The Sheriff's Office will utilize the Facilities Advisory Board for the development and review of menus for the inmate population and staff.

Staff and inmates will be served holiday meals for Easter, Thanksgiving and Christmas.

7.2 Annual Price Increase

If the fixed price per meal plan is incorporated into the signed contract then, the price per meal shall remain firm for the first year of the contract period following award. Thereafter, the Vendor shall be entitled to request an annual price adjustment in November for the upcoming Fiscal Year.

7.3 Invoicing Procedures

The invoices must be submitted electronically to the Contracts Manager(s) via email. After audit and approval, the Contracts Manager(s) shall process the invoice for payment. The Facility and the County shall ensure that invoices are paid in a timely fashion, once they are approved, but cannot guarantee payment by a certain deadline and will not be pay for any interest charges or late fees. The Vendor is limited to communicating about the status of their invoices and payments with the Facility's Contracts Manager(s).

7.4 Invoice Format

The Vendor shall submit invoice to the Contracts Manager(s) on a monthly basis. The invoice periods shall be calendar months, regardless of the Vendor's internal accounting practices.

The invoices shall be consistent from month to month, and shall include a line item for the following:

- Regular Trays
- Medical Diet Trays
- Religious Diet Trays
- Lifestyle Trays
- Bag Meals
- Staff Meals

The invoices shall be accompanied by supporting documentation providing break-downs of daily and weekly service, separated by unit or area accordingly, for the following:

- Regular Trays
- Medical Diet Trays
- Religious Diet Trays
- Lifestyle Trays
- Bag Meals
- Staff Meals

The invoices shall also provide a break-down of all meals served by unit or area.

ATTACHMENT C

Insurances

Insurance. Before commencing any work, the Contractor shall procure insurance in the Contractor's name and maintain all insurance policies for the duration of the Contract of the types and in the amounts listed in this Contract. The insurance shall provide coverage against claims for injuries to persons or damages to property which may arise from operations or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees, or subcontractors, whether such operations by itself or anyone directly or indirectly employed by it.

Commercial General Liability

a. Contractor shall maintain Commercial General Liability (CGL) and if necessary, Commercial Umbrella Liability insurance with a total limit of not less than \$5,000,000 each occurrence for bodily injury and property damage. If such CGL insurance contains a general aggregate limit, it shall apply separately to this contract or the general aggregate shall be twice the required limit.

b. CGL insurance shall be written on Insurance Services Office (ISO) "occurrence" form CG 00 01 covering CGL or its equivalent and shall cover the liability arising from premises, operations, independent contractors, products-completed operations, personal and advertising injury, and liability assumed under an insured contract, including the tort liability of another assumed in a business contract.

c. County, its officers, officials, agents, and employees are to be covered as additional insureds under the CGL by endorsement CG 20 26 or an endorsement providing equivalent coverage as respects to liability arising out of activities performed by or on behalf of Contractor; products and completed operations of Contractor; premises owned, leased or used by Contractor; and under the commercial umbrella, if any. The coverage shall contain no special limitations on the scope of protection afforded to County, its officers, officials, agents, and employees

d. Contractor's CGL insurance shall be primary as respects County, its officers, officials, agents, and employees. Any other insurance or self-insurance maintained by County, its officers, officials, agents, and employees shall be excess of and not contribute with Contractor's insurance.

e. Contractor shall maintain CGL and if necessary, Commercial Umbrella Liability insurance with a total limit of not less than \$5,000,000 each occurrence for bodily injury and property damage. If such CGL insurance contains a general aggregate limit, it shall apply separately to this project/location or the general aggregate shall be twice the required limit.

Workers' Compensation and Employer's Liability

a. Contractor shall maintain Workers' Compensation as required by the General Statutes of the State of North Carolina and Employer's Liability Insurance.

b. The Employer's Liability, and if necessary, Commercial Umbrella Liability insurance shall not be less than \$1,000,000 each accident for bodily injury by accident, \$1,000,000 each employee for bodily injury by disease, and \$1,000,000 policy limit.

c. The insurer shall agree to waive all rights of subrogation against County, its officers, officials, agents, and employees for losses arising from work performed by Contractor for County.

Business Auto Liability

a. Contractor shall maintain Business Auto Liability and, if necessary, Commercial Umbrella Liability insurance with a limit of not less than \$5,000,000 each accident.

b. Such insurance shall cover liability arising out of any auto, including owned, hired, and non-owned autos.

c. Business Auto coverage shall be written on ISO form CA 00 01, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in ISO form CA 00 01.

d. Contractor's Business Auto Liability insurance shall be primary as respects County, its officers, officials, agents, and employees. Any other insurance or self-insurance maintained by County, its officers, officials, agents, and employees shall be excess of and not contribute with Contractor's insurance.

Deductibles and Self-Insured Retentions

a. Any deductibles or self-insured retentions must be declared to and approved by County. At the option of County, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects County, its officers, officials, agents, and employees; or Contractor shall procure a bond guaranteeing payment of deductibles or self-insured retentions.

b. Contractor shall be solely responsible for the payment of all deductibles to which such policies are subject, whether or not County is an insured under the policy.

Miscellaneous Insurance Provisions

a. The policies are to contain, or be endorsed to contain, the following provisions:

b. Any failure to comply with reporting provisions of the policies listed in this Agreement shall not affect coverage provided to County its officers, officials, and employees.

c. Each insurance policy required by this Contract shall be endorsed to state that coverage shall not canceled by either party except after thirty (30) days prior written notice has been given to County, 230 Government Center Drive #125, Wilmington, NC 28403.

d. If Contractor's liability policies do not contain the standard ISO separation of insureds provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

Acceptability of Insurers

Insurance is to be placed with insurers licensed to do business in the State of North Carolina with an A.M. Best's rating of no less than A VII unless County has granted specific approval.

Evidence of Insurance

- a. Contractor shall furnish County with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements prior to commencing the work, and thereafter upon renewal or replacement of each certified coverage until all operations under this contract are deemed complete.
- b. Evidence of additional insured status shall be noted on the certificate of insurance as per requirements in this Agreement.
- c. With respect to insurance maintained after final payment in compliance with requirements, an additional certificate(s) evidencing such coverage shall be provided to County with final application for payment and thereafter upon renewal or replacement of such insurance until the expiration of the period for which such insurance must be maintained.

Sub-Contractors

Contractor shall include all sub-contractors as insureds under its policies or shall furnish separate certificates for each sub-contractor. All coverage for sub-contractors shall be subject to all of the requirements stated herein. CGL coverage shall include independent Contractor's coverage, and Contractor shall be responsible for assuring that all sub-contractors are properly insured.

Conditions

- a. The insurance required for this Contract must be on forms acceptable to County.
- b. Where circumstances warrant, County may, at its discretion subject to acceptance by the Risk Management and Finance Department accept letters of credit or custodial accounts in lieu of specific insurance requirements.
- c. Contractor shall provide that the insurance contributing to satisfaction of insurance requirements in this Agreement shall not be canceled, terminated, or modified by Contractor without prior written approval of County.
- d. Contractor shall promptly notify New Hanover County Sheriff's Office and the Risk Management Office at (910) 798-7497 of any accidents arising in the course of operations under the Contract causing bodily injury or property damage.
- e. County reserves the right to obtain complete, certified copies of all required insurance policies, at any time.
- f. Failure of County to demand a certificate of insurance or other evidence of full compliance with these insurance requirements or failure of County to identify a deficiency from evidence that

is provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

g. By requiring insurance herein, County does not represent that coverage and limits will necessarily be adequate to protect Contractor and such coverage and limits shall not be deemed as a limitation of Contractor's liability under the indemnities granted to County in this Contract.

h. If Contractor fails to maintain the insurance as set forth herein, County shall have the right, but not the obligation, to purchase said insurance at Contractor's expense.

i. Contractor or its agent may apply to County for approval of higher deductibles based on financial capacity and quality of the carrier affording coverage.

j. County shall have the right, but not the obligation of prohibiting Contractor or any sub-contractor from entering the project site or withhold payment until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by County.

ATTACHMENT D

REQUIRED FORMS

OFFEROR: _____

RFP NO.

COST DATA FORMS
(Vendor to complete all blanks)
(To Be Submitted in a Separate Sealed Envelope with the Original Proposal)
(Do Not Submit with the Copies)

DATE: _____, 2018

NAME OF VENDOR: _____

BUSINESS ADDRESS: _____

BY SUBMITTING THIS PROPOSAL, THE UNDERSIGNED VENDOR REPRESENTS:

1. That the Vendor has carefully examined Scope of Services/Specifications;
2. That the Vendor is familiar with all the conditions surrounding the performance of the Services;
3. That, if awarded the Contract, the Vendor will provide all labor, material, supplies and equipment necessary to execute the Services in accordance with the Contract Documents;
4. That, if awarded the Contract, the Vendor will establish services after the issuance of a "Notice to Proceed" as required in the RFP;
5. That the Vendor understands that the County reserves that right to reject any or all responses which does not meet the proposal requirements, or all proposals in the event that the Services is canceled, postponed, or if it is in the best interest of New Hanover County;
6. That, if awarded the Contract, the Vendor will enter and execute a contract as required in the RFP;
2. That the Vendor is legally able to enter into and perform a contract, if awarded;
3. That, if applicable, the Vendor is current on all taxes and fees owed to the County.

ATTACHMENT E

NUTRITION REQUIREMENTS

Menu Certification

Menus must be reviewed and certified by the Vendor's Registered Dietitian as adjusted for age, sex and activity according to the Recommended Dietary Allowances (RDA) stated by the National Academy of Sciences. In addition, the menus must conform as closely as possible to the United States Department of Agriculture (USDA) guidelines for food composition especially those relative to the amount of fat, cholesterol, sodium and dietary fiber. Toward that end, the adult inmate menus proposed must contain no more than 5,000 mg. sodium and 30 percent fat. The menus must conform to all applicable USDA National School Lunch Program menu specifications. The Vendor must provide to the Sheriff's Office written certification of this review for each cycle menu prior to implementation.

Minimum nutritional documentation is required for all menus. The format may vary with computer programs but the data must be complete. At a minimum, the analysis must provide weekly and total cycle summaries and list all RDA vitamins and nutrients as well as total and saturated fat (cholesterol), sodium and fiber contents. Any Sheriff's Office contract award will be subject to the winning proposer submitting the specified nutritional documentation and number of food group servings with Registered Dietitian's certification for the menus submitted for Sheriff's Office approval.

A. Sack Meals

Sack meals must contain approximately one-third of the minimum daily nutrition requirement.

B. Daily Calorie Requirement

The minimum daily calorie requirements for all (not including therapeutic/medical diets) inmates in the custody of the Facility shall be 2,100-2,500. This is does not include condiments.

C. Staff Meals

Staff meals which meet or exceed the minimum standards outlined below are to be provided in the staff dining room.

Breakfast	0730 - 0930 to include fresh omelet bar
Lunch	1100 – 1400
Dinner	2000 – 0000

In addition to the traditional hot entree choice, a soup, salad, sandwiches, desserts and beverages are to be offered at each meal. Cold drink and snack/candy vending machines (which are not part of this contract) are available on a 24 hour-a-day basis.

- A choice of two (2) entrees is to be offered. The entree does not have to be the same as that offered on the regular inmate menu. Each entree is to be accompanied by one starch and one vegetable choice.
- A salad bar with tossed greens/vegetables, three fresh vegetables, three canned vegetables, one meat or fish protein, two fresh fruits, two canned fruits, two types of cheese, four salad

dressings (one must be low or no fat) and no fewer than three dry toppings (croutons, sunflower seeds, Chinese noodles, imitation bacon bits, etc.).

- A minimum of two pre-made items on the salad bar.

These may be used but not limited to:

- Turkey breast
- Roast beef
- Pastrami
- Tuna
- Chicken salad
- Cheese
- Egg Salad
- Peanut Butter and Jam is to be available daily.
- Individual butter and margarine packets are available.
- Desserts (a minimum of two choices)
 - Fruit pie
 - Cream/custard pie
 - Cake
 - Brownie/bar type
 - Cookie
 - Fresh fruit
 - Ice cream or sherbet
 - Real banana pudding
- Beverages
 - Milk (skim and 2%)
 - Iced tea (Sweetened and Unsweetened)
 - Lemonade
 - Fruit Punch

Within its proposal response, the Vendor is to submit a representative four-week staff menu with portions.

The Vendor is responsible for cleaning and sanitation of the staff dining room, throughout the meal service period.

D. Staff Dining Room Equipment/Decor Improvements

It is important for the Sheriff's Office to offer a staff dining program (relative to menu and equipment/facilities and atmosphere/decor) which will achieve and sustain a high level of participation. The Vendor is to propose what equipment and/or decor improvements it would make to the staff dining room (service and dining area) to improve the menu, service levels and atmosphere.

E. National School Lunch Program

The Vendor must maintain compliance with this program to include maintaining all required and necessary records and related documents to support this program. The Sheriff's Office shall have sole authority to make Claims for Reimbursement under this program with the State of North Carolina.

F. Food Preparation

1. Method of Preparation

All inmate food production is to take place in the Facility's kitchen. All food items are to be prepared by Vendor staff pursuant to the Sheriff's Office's policies and procedures statement below:

2. Recipes

A file of tested mass production recipes adjusted to a yield appropriate to the size of the facilities must be utilized and maintained. Within its proposal response, the Vendor must certify that it has such recipes which have been tested and are readily available to use. Specific evidence that there are such recipes to match the proposed cycle menus must be presented at the interview.

3. Portioning

With respect to the menus, all food portion sizes shall be the cooked weight or shall be specifically identified as raw weight. Meat portions in casserole or combination dishes must be listed. The contents for all sack or box meals must be clearly indicated by item and weight. All portions must be listed on the menus which are submitted in the proposal response. They must include the number and portion size of condiment package/ serving that will accompany each meal.

All foods not already pre-portioned must be served using properly sized, appropriate serving utensils. The Vendor's portioning and serving procedures must be written and consistently executed so that each inmate receives no less or more than the portions specified.

All foods are to be portioned using the designated trays. "Lockdown" inmate meals are to be portioned into "clam shell" biodegradable meal containers within the facility.

Condiments - Such as salt, pepper, catsup, mustard, relish, salad dressings and others must be in individual disposable packets/containers and served on each inmate's tray. Condiments may not be handled or distributed by housing unit inmate workers. Bulk commodity butter, if available, may be used for inmate meals.

G. Disposables/Expendables

The Vendor will furnish all paper, plastic ware (including spoons), sacks, boxes, paper towels and hand soap for use in the Facility. All necessary equipment to include disposable facial / hair nets and or hats, disposable plastic gloves and rubber boots for use by inmate workers (to include all serving lines) and staff dining room must be supplied by the Vendor. Specifications for disposables must be included in the Vendor's proposal. The Sheriff's Office reserves the right to request that samples of all or certain specified disposables be submitted prior to vendor selection.

H. Quality Assurance

The Vendor, within its proposal, must provide the Sheriff's Office with a comprehensive quality assurance program and the planned frequency of use concerning the purchase, delivery, storage, preparation and delivery of food for all areas on a per meal/per day basis. Special attention will be paid to the manner in which the Vendor implements and maintains staff training programs in the areas of inmate worker supervision/communications, proper food preparation/handling and equipment sanitation

I. Production Control Techniques

A computer driven food production management software system is to be utilized for this program and used to produce recipe. Such a system must clearly identify the total amount of ingredients required so that the Sheriff's Office can easily audit this portion of the production cycle. A copy of the proposed computer program must be submitted within the proposal.

J. Sulfites

No sulfite additives are to be added on premises to any foods served under this contract.

ATTACHMENT F

FOOD DELIVERY AND SERVICE

The movement of food/dirty tray carts and personnel within Facility must adhere to the rigid security guidelines established and periodically changed by the Sheriff's Office.

A. Meal Delivery

The Vendor is to portion, assemble, load onto designated carts and label the exact number of trays required (including medical diets) to serve each housing unit. With the exception of whole fruit and bulk/packaged beverages, all food items are to be placed on the trays. The object of this specification is to eliminate the need for staff or inmate workers having to portion other food items or reassemble the trays once they are delivered to that housing unit. The trays and beverage dispensers are to be placed on carts which will be taken to each unit.

The exact counts for each housing unit can be accessed by accessing the appropriate screens/information within the Jail Management System. The Facility will be responsible for the delivery of all food carts to each housing unit. From the time the carts leave the kitchen and are received at the designated housing unit by an officer, the Facility must maintain constant control over the meal carts. At no time are inmate workers to be delegated this responsibility without supervision. The Facility will not make payment for meals that are spoiled or unwholesome at the time of delivery; do not meet detailed specifications of approved menus, proper temperatures or do not otherwise meet the requirements of the contract.

B. Medical Unit and "Lockdown" Meals

The appropriate numbers of regular and medically prescribed diets are to be delivered to the housing unit or medical area.

In the Facility, there will always be a certain number of inmates in a "lockdown" or maximum security status. The Vendor will portion the hot and cold food into separate disposable Styrofoam containers and label them with the inmate's name or system number.

C. Court/Intake/Sack Meals

Intake Staff is to contact the Vendor at approximately 2:00 P.M. daily to provide the sack meal order for the next day. The sack meals must be prepared and delivered to Intake no later than 6:00 A.M. the next day.

D. Food Temperatures

All chilled food must be served at no more than 40 degrees F. and hot food at no less than 140 degrees F. and no higher than 180 degrees F.

E. Meal Utensil

All inmates are to receive a plastic spoon with each meal.

F. Meal Beverage Cup

Bulk service beverages (such as fruit juice and fruit drink) are to be served in 8 ounce flexible cups supplied by the vendor unless Styrofoam is requested for medical or security reasons. If inmates are in general population they may receive milk or juice bags. No milk cartons.

G. Meals Served Form

The Vendor must develop and, subject to Facility approval, utilize a form or billing statement which provides the following information on a per meal/day and per week basis:

- The number of inmates by housing unit
- The number of trays/inmates served by special/medical diet
- Adjustments, i.e., call backs or more inmates served than called for from the daily population report
- The number of sack meals ordered and delivered to Intake.

H. Meal Transmittal & Evaluation Form

The Vendor shall develop and submit within its proposal a Meal Transmittal & Evaluation form for Detention staff to utilize at Sheriff's Office discretion. This form is to show the number of regular meals, number and type of special/medical diets and the total number of inmates reported to be in that housing unit. Where applicable, the form must provide for the receipt and return of any service ware, (such as bulk beverage containers and insulated tray straps), such accountability as required in Section 6.6.6 of this RFP. In addition, the transmittal form is to include a meal quality assessment space where the officer-in-charge is to evaluate the meal (for such factors as appearance, temperature, portions, completeness of tray, adherence to menu and overall acceptance by the inmates, etc.), note significant inmate comments and provide any other pertinent information which would be helpful in determining if all or portions of that meal can continue to be successfully served. Space for the officer's name and signature is to be provided. These forms are to be maintained by the Vendor and are to be readily accessible to the Chief Detention Officer or designee for review.

I. Food Delivery/Service Liability

From the time the food leaves the kitchen until it reaches the housing units and is received by an officer, the Vendor will be held accountable for assuring that each inmate receives a tray and the specified portions of all menu items. The Vendor will assume full fiscal responsibility for any damage incurred in the Facility due to its employee's negligent handling of carts and related equipment.

The Vendor is to report all significant and/or recurring food delivery/service problems encountered in transit to the units to the Chief Detention Officer.

J. Date Codes

A code system must be submitted within the proposal to date all sack meals to prevent consumption of dated/spoiled foods. After twenty-four (24) hours, all unused sack meals must be discarded.

K. Security

The Vendor's attention is called to Section 6.11 of this RFP concerning security. With respect to the use of inmate workers, the Vendor is to acknowledge and submit detailed descriptions of:

- Selection criteria for all on-site staff having direct or indirect contact with inmate food service workers as well as inmates assigned to the various housing units.
- Policies and procedures specific to kitchen, serving line and meal transport functions.
- Methods to be used in assuring the Sheriff's Office that the Vendor's policies and procedures are consistently met.
Specific methods to be used in assuring the Sheriff's Office that no Vendor personnel are engaged in passing contraband (weapons, drugs, tobacco and other related illegal items) to the inmates.
- Specific methods to prevent kitchen and serving line inmates from gaining access to and possession of any food, supplies and kitchen equipment/utensils which are capable of being used as a weapon or made into an illegal substance.
- The manner in which all sharp instruments/utensils (such as knives, forks, spatulas, peelers, etc.) will be issued and controlled while in use and accounted for prior to the end of the day or change in inmate worker crews. Approved shadow board shall be used.
- Policies and procedures specific to the kitchen for the accountability and **immediate** reporting of any missing or damaged sharp instruments/utensils (such as knives, forks, spatulas, peelers, etc.) to the posted kitchen supervisor.

L. Cart/Service Ware Return

All drink cups, inmate trays and service trays from housing units shall be returned to the kitchen on the cart used to deliver same. Food on extra trays (i.e., not served to inmates) will not be returned to the kitchen.

ATTACHMENT G

INVOICE & SAMPLE DAILY COUNT

		Date													
Days		FRIDAY		SATURDAY		SUNDAY		MONDAY		TUESDAY		WEDNESDAY		THURSDAY	
B r e a k f a s t	STAFF	43	46	30	30	27	27	43	43	52	52	53	53	51	51
	E	21	21	21	21	17	17	17	17	17	17	17	17	17	17
	F (40 beds double portions)	80	64	80	66	80	66	80	66	80	66	80	66	80	62
	H	40	40	37	37	36	36	34	34	33	33	34	34	35	34
	J	44	44	46	46	46	46	45	45	51	51	48	48	49	49
	K	45	45	46	46	44	44	44	44	47	47	51	51	59	59
	L	57	57	60	60	59	59	55	55	63	63	63	63	60	60
	M	61	61	63	63	63	63	62	62	64	64	63	63	60	60
	N	60	60	63	63	63	63	63	63	63	63	62	62	62	62
	Q	34	34	36	36	34	34	33	33	31	31	32	32	35	35
	R	32	32	32	32	32	32	30	30	33	33	30	30	30	30
	S	70	70	63	63	70	70	80	80	72	72	72	72	73	73
	T/U	32	32	29	29	27	27	31	31	30	30	29	29	31	31
	INTAKE	1	1	15	15	15	15	15	15	0	25	0	0	32	12
	COURTS	36	36	0	0	0	0	45	45	35	40	40	40	0	0
	KOSHER	25	25	25	22	25	25	24	24	24	24	23	23	24	22
MEDICAL	0	0	0	0	0	0	1	1	0	0	0	0	0	0	
HOUSE DETAIL	36	32	36	34	36	33	36	31	36	32	36	32	36	32	
OTHER LW (double)	8	8	3	4	0	8	1	8	0	6	0	8	0	0	
		682	662	655	637	647	638	696	684	679	697	680	670	683	638
L u n c h	STAFF	38	33	24	24	21	21	38	38	35	35	44	44	40	31
	E	21	21	21	21	17	17	17	17	17	17	17	17	17	17
	F (40 beds double portions)	80	64	80	66	80	66	80	66	80	66	80	66	80	62
	H	38	38	38	37	36	36	35	35	32	32	35	35	34	35
	J	44	44	46	46	46	46	45	45	50	50	47	47	48	48
	K	47	47	46	48	43	43	44	44	46	46	51	51	51	52
	L	57	57	60	60	59	59	57	57	64	64	61	61	60	57
	M	61	61	63	63	63	63	62	62	61	61	62	62	60	61
	N	61	61	63	62	63	63	64	64	64	64	62	62	60	60
	Q	34	34	35	35	34	34	33	33	31	31	33	33	36	37
	R	32	32	34	35	29	29	31	31	33	33	30	30	30	35
	S	70	70	66	67	70	70	80	80	75	75	70	70	75	75
	T/U	27	27	27	27	27	27	31	31	29	29	29	29	30	30
	INTAKE	1	1	0	0	0	0	0	0	0	0	0	0	0	0
	COURTS	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	KOSHER	25	25	25	22	25	25	24	24	24	24	23	23	23	22
MEDICAL	1	1	0	0	0	0	1	1	0	0	0	0	0	0	
HOUSE DETAIL	36	33	36	34	36	33	36	31	36	32	36	31	36	32	
OTHER LW (double)	6	8	2	8	0	8	5	8	3	6	9	8	6	8	
		641	624	642	631	628	615	646	628	645	630	645	625	646	631
S u p p e r	STAFF														
	E	21	21	21	21	17	17	17	17	17	17	17	17	17	17
	F	80	62	80	66	80	66	80	66	80	66	80	66	80	62
	H	40	40	38	38	36	36	36	34	33	33	34	34	35	35
	J	44	44	46	46	46	46	45	45	50	50	47	47	48	48
	K	45	45	46	46	43	43	44	44	46	46	51	51	52	52
	L	57	57	60	60	49	49	57	60	64	64	61	61	57	57
	M	61	61	63	63	63	63	62	63	64	64	61	61	61	61
	N	60	60	63	63	63	64	64	64	64	64	62	62	60	60
	Q	34	34	35	34	34	35	33	33	29	29	35	35	37	37
	R	32	32	34	34	29	32	31	31	32	32	28	28	35	35
	S	70	70	66	66	70	70	80	85	80	80	70	70	75	75
	T/U	27	27	27	27	27	27	31	31	30	30	30	30	30	30
	INTAKE	1	1	0	0	0	0	0	0	0	0	0	0	0	0
	COURTS	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	KOSHER	25	25	25	22	25	25	24	24	24	24	23	23	23	22
MEDICAL	0	0	0	0	0	0	1	0	0	0	0	0	0	0	
HOUSE DETAIL	36	35	36	34	36	34	36	31	36	32	36	27	36	32	
OTHER LW (double)	0	8		4	14	8	0	6	0	6	0	8	0	8	
		633	622	640	624	632	626	641	634	649	637	635	620	646	631
		1956	1908	1937	1892	1907	1879	1983	1946	1973	1964	1960	1915	1975	1900



**YOUR LOGO
HERE**

Your Company Slogan

INVOICE

Vendor Name
Vendor Address
Vendor City, State, ZIP Code
Vendor Phone Number
e-mail

Invoice No : 100
Date : 7/20/2018
Customer ID : ABC12345

New Hanover County Sheriff's Office
Detention Facility
3950 Juvenile Center Rd
Castle Hayne, NC 28429
910-798-4169

Customer Number	Event Date	Payment Terms	Due Date
	Date (1/1/01 - 01/06/01)	Due upon receipt	

Description	Description2	Quantity	Unit Price	Line Total
Inmate Meals Served	Date (1/1/01 - 01/06/01)	16,330	\$1.070000	\$ 17,473.10
Staff Meals Served	Date (1/1/01 - 01/06/01)	450	\$1.070000	\$ 481.50
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -

	Subtotal	\$ 17,954.60
Sales Tax @	7.00%	\$ 1,256.82
	TOTAL	\$ 19,211.42

Make all checks payable to Hanover County Sheriff's Office Detention Facility

THANK YOU FOR YOUR BUSINESS!