

FRANKLIN COUNTY, NC
FINANCE DEPARTMENT
113 MARKET STREET
LOUISBURG, NC 27549
Phone: 919-496-3182

Request for Bids
Inmate Food Service Contract

Instructions to Bidders

1. Notice

Bids will be received at Franklin County Finance Department, 113 Market Street, Louisburg, NC 27549 until 2PM on December 2, 2020. There will be no public bid opening for this proposal. Questions about this bid should be directed by email to Major Travis Philbeck, tphilbeck@fcncso.org.

2. Submittal

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

3. Schedule of Events

November 5, 2020: Bid documents posted

November 12, 2020 at 10AM: Site Visit & Pre-Bid Conference (Mandatory meeting)
This will be at the Detention Center located at 285 T. Kemp Road, Louisburg, NC 27549.

Questions concerning this bid should be sent to Major Travis Philbeck 919-497-7234.

December 2, 2020 by 2PM: Bids should be delivered to Franklin County Finance, 113 Market Street Louisburg, NC 27549 marked as Inmate Food Service Proposal Franklin County Detention Center.

90 days from contract award date: Expected Start-up Date

4. Contractor Qualifications and References

The Contractor shall provide with its Proposal:

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

5. Deviations and Exceptions

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

6. Rejections of Proposals

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

7. General Specifications

A. Scope of Work

The Contractor shall furnish all management, labor, food, water, beverages, materials, and supplies necessary to provide food service for the Franklin

County Detention Center for inmates and staff, including special diet meals, seven days a week for the period of the contract.

The Detention Administrator or designee shall be the Contracting Officer who shall act as the agent of the Franklin County Detention Center to serve as the Jail contact person for the successful bidder, hereinafter referred to as the Contractor who oversees performance and completion of the contract according to its terms and receiving, reviewing and processing billings from the Contractor, conducting periodic inspections of the foodservice area and reviewing menus.

B. Insurance

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

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

C. Taxes, Licenses, and Permits

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

D. Equal Employment Opportunity

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

E. Indemnity

The Contractor shall assume full responsibility for and shall indemnify the Franklin County Detention Center for any damage or loss of any Franklin County

Property, including Building, fixtures, furnishings, equipment, supplies, accessories, or parts resulting in whole or part from any negligent acts or omissions of the Contractor or any employee, agent or representative of the Contractor, except for negligence by the Franklin County.

F. Failure to Perform

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

G. Termination Notice

This contract may be terminated by either party provided a ninety (90) day written notice is given to the other party.

H. Subcontract

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

I. Discontinuance of Operation

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

J. Emergency Conditions

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

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

K. Staffing

1. Food Service Manager

The Contractor shall provide a trained food service manager with at least twelve (12) months of experience in correctional food service management, who will work with the administration of the Franklin County Detention Center. The Contractor shall provide in their proposal the prospective manager's resume and qualifications. Employment of the manager and all other employees of the Contractor at the facility will be subject to review and approval by the Detention Administrator or designee. The Detention Administrator or designee reserves the right to remove any individual employed by the Contractor from the facility at the discretion of the Detention Administrator or designee.

2. Nutrition Consultant

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

3. Staffing

The contractor shall always provide enough staff to provide for the efficient operation of foodservice. We require at least 6 full-time staff when we are averaging 180-200 daily inmates. The Contractor shall provide with its Proposal the proposed staffing schedule and individual job descriptions and levels of responsibility that will be assigned to those individuals within the Franklin County Detention Center. **Inmate Workers WILL NOT be provided.**

4. Background Investigations

The contractor shall obtain certified local criminal histories on all employees along with a drug test and conduct random drug tests of employees annually. The Franklin County Detention Center reserves the right to deny any of the Contractor's employees' access to the facility who do not meet established security clearances or obey the Jail established rules and regulations.

5. Conduct of Contractor's Employees

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

- I. Contractor shall prohibit its employees from personal use of the telephone or office equipment provided for the official Jail business.
- II. All of the Contractor's personnel shall be required to comply with Franklin County Detention Center and State of North Carolina rules and regulations concerning food service.
- III. All Contractor personnel may be required to wear identification badges issued by the Franklin County Detention Center.
 - A. No food, supplies, material or equipment provided, acquired, or utilized in the performance of the contract shall be removed from the correctional facility for personal use or used in any manner not provided herein without approval from the Detention Administrator or designee.
- IV. Contractor's employees shall not fraternize with inmates or Franklin County employees.

6. Contract Supervision

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

L. Food and Specifications

1. Location of Food Preparation

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

Pork shall not be served.

2. Grade of Food Specifications

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

- I. Beef, Veal, and Lamb shall be of at least USDA Choice.
- II. Ground Beef-utility or better, not to exceed 25% fat.
- III. Poultry shall be of at least USDA Grade A.
- IV. Canned fruits and vegetables shall be of at least USDA Grade C.
- V. Frozen fruits and vegetables shall be of at least USDA Grade B.
- VI. Fresh produce shall be of at least USDA No. 2.
- VII. Dairy products shall be of at least USDA Grade A.
- VIII. Eggs shall be of at least USDA Grade "A" Medium.
- IX. Frozen fish and seafood must be a nationally distributed brand, packed under continuous government inspection, USDA Grade A.
- X. 2nd market distress, out of date or irregular cut products will not be used in the preparation of meals.

3. Commodities

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

4. Meal Standards

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

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

Menus must meet North Carolina Dietary Regulations.

5. Food Inventory

The contractor shall be responsible for purchasing and receiving all food necessary for the preparation of each meal in sufficient quantity to meet

the needs of inmates and staff during the period of the contract. The Contractor must maintain, at a minimum, a two (2) week supply of food on hand. All inventories shall be rotated regularly, and the Contractor shall ensure that the food items are not served after the manufacturer's expiration date. The contractor shall retain ownership of such inventory.

6. Pre-plating

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

7. Meal Schedule

Contractor shall provide three full, nutritionally balanced meals (hot breakfast, hot lunch, cold dinner) each day at regularly scheduled times as follows:

Breakfast	Start: 7:00 AM	End: 8:00 AM
Lunch	Start: 12:00 PM	End: 1:00 PM
Dinner	Start: 5:00 PM	End: 6:00 PM

8. Staff Meals

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

9. Sack Meals

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

10. Menu Cycle

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

11. Recipes

Where combination foods are on the menu, the Contractor shall have a file containing the recipe that provides the list of ingredients and their quantities; also, the number of servings and the size of each serving. Recipes for the menus shall be maintained on-site.

12. Substitutions

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

13. Special Diets

The Contractor shall provide special medical, religious and vegetarian diets at no additional charge. Snacks are to be included in the price per meal. A dietitian shall review the contents of such meals to ensure their proper nutritional balance. The average number of diets that will be served is determined by inmate requests and inmate population.

14. Records

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

16. Holiday/Spirit Lifter Meals

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

17. Senior Citizen Meals: The Contractor is expected to prepare and deliver meals to the Senior Citizens Centers. The Franklin County Senior Centers serve meals in the Centers and deliver meals to County residents (Meals on Wheels). The total number of meals to be provided in Franklin County for the Senior Centers each service day is between 130 to 150 meals. The nutrition program menu guidelines in Attachment A and food preparation and safety guidelines in Attachment B provide the required details for senior meals. The location of the two nutrition sites are: 127 Shannon Village Louisburg, NC 27549 and 602 E Mason Street Franklinton, NC 27525. The Contractor must include the cost per meal for the Senior Citizens. For questions concerning the Senior Citizen meals email Senior Services Director, Cindy Jones at chjones@franklincountync.us.

M. Operations

1. Average Daily Population

The average daily population is expected to be approximately 170-200 inmates per meal.

2. Equipment

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

3. Keys

The Contractor is responsible for the control of keys obtained from the Franklin County Detention Center and the security of those areas for which the keys are given. The Contractor shall be responsible for immediately reporting all facts relating to any loss of keys or losses

incurred as a result of break-ins to those areas. No keys to any part of the Franklin County Detention Center may be duplicated. All keys will be provided by the Franklin County Detention Center and made available at the beginning of the shift and turned in at the end of the shift. No keys shall leave the Franklin County Detention Center.

4. Contractor Expenses

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

5. Knife Security

The Contractor agrees that all knives and kitchen utensils shall be counted and locked for safekeeping per policy and procedures provided to the Contractor by the Franklin County Detention Center.

6. Sanitation

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

7. Inspections

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

N. Responsibilities of Franklin County Detention Center

1. Provide, install, maintain, repair, and replace, if necessary, and permit the Contractor to use all foodservice equipment and fixtures.

2. Provide all utilities such as paper supplies, pest control, office space; including desk(s), chair(s), filing cabinet(s) telephone(s), and telephone and internet service. Franklin County will not provide long-distance telephone service.
3. Provide I.D. badges for all Contractor employees.
4. Provide timely orders for meals.

O. Billing

1. Contractor Compensation

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

This Agreement will be for 3 (three) years and with the agreement of both parties may be automatically renewed for an additional one (1) year period. The request for price adjustment by the contractor shall be submitted by March 1st of each year of the contract. The annual increase will be based on the Consumer Price Index and shall be approved prior to implementation.

Bids to be returned on this form to:
Franklin County Finance Attn: Major Travis Philbeck

INMATE FOOD SERVICE BID FORM

Business Name: _____

Name/ title (print) _____

Address: _____

City/State/Zip _____

Phone _____

Email _____

Authorized Signature _____

Date _____

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

<u>Inmate Population</u>	<u>Price Per Meal</u>
100-125	
126-150	
151-200	
201-225	
Staff Meals	
25	
Senior Citizen Meals	

Documents to attach to bid:

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

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