

STOKES COUNTY

REQUEST FOR PROPOSAL FOR FOOD SERVICE

FOR THE STOKES COUNTY JAIL

Introduction

Stokes County is seeking proposals from qualified firms to provide a turn-key food service for the inmates of the Stokes County Jail.

Currently the total daily inmate population count for this facility ranges from 110 to 130 inmates. Our jail is currently rated by the North Carolina Facilities Services Division to house 156 inmates and on occasion upwards of 140 have been housed temporarily.

Contractor shall provide all management, hourly employees, fringe benefits, food products and supplies necessary to provide food service to inmates and jail staff.

Initial contract award will be for a one-year (12 month term) beginning on or about July 1, 2021 and ending June 30, 2022 with the option to renew on an annual basis. Total contract time will not be extended past 60 months.

OBJECTIVES OF THIS RFP

The objectives of this RFP are as follows:

1. To deliver high quality food service that can be audited against established nutritional and health standards.
2. To operate and manage the food service program in conjunction with the Sheriff of Stokes County and his designee(s).
3. To operate the food service program in a cost-effective manner with full reporting to the Sheriff of Stokes County or his designee(s).
4. To maintain a working relationship with the Sheriff of Stokes County and the staff of the County Jail as well as other County offices.
5. To maintain standards established by Stokes County, the State of North Carolina, and national standards.
6. To offer a comprehensive program for continuing staff education/training for assigned food service employees.

7. To operate the food service program in a professional manner with respect to the inmates' court-established right to basic health and nutritional standards.
8. To potentially provide expanded food service to designated customers in addition to jail inmates and staff.

Submission of Proposals:

Four (4) copies of a fully responsive proposal are due at the Stokes County Sheriff's Office, 1012 Main Street, Post Office Box 118, Danbury, North Carolina 27016, no later than 12:00 Noon, Monday, March 15th, 2021.

All proposals shall be addressed to:

Stokes County Sheriff's Office
Attn: Major Eric Cone
P. O. Box 118
1012 Main Street
Danbury, North Carolina 27016

Rejection of Proposals/RFP Withdrawal:

Stokes County reserves the right to withdraw this RFP at any time and for any reason, to reject any and all proposals or to pursue other options deemed to be in the best interest of Stokes County.

Proposals WILL BE REJECTED for any of the following reasons:

- Proposal is received after designated time specified above.
- Proposal does not contain the required elements.
- Proposal is considered not fully responsive to this RFP.

Proposal Questions:

All questions concerning this RFP shall be submitted in writing to:

Major Eric Cone
Stokes County Sheriff's Office
P. O. Box 118
Danbury, North Carolina 27016
Fax (336) 593-8787
E-mail: econe@co.stokes.nc.us

Responses to inquiries that affect the content of this RFP will be provided in writing to all recipients of this RFP. It is the responsibility of each bidder to inquire about any aspect of this RFP that is not fully understood or is believed to be susceptible to more than one interpretation. Written inquiries regarding

this RFP will be accepted in writing until 5:00 pm **March 1, 2021**. The County's interpretation of this RFP shall be controlling in all cases.

No oral statements, explanations or commitments by anyone shall be of any effect unless incorporated into a written addendum and issued to all recipients of this RFP.

Pre-Bid Meeting/Jail Kitchen Tour:

A pre-bid meeting will be scheduled as needed with the interested parties.

Proposal Content:

Bidders may not be allowed to submit additional documentation once RFP's are received. Care should be taken to ensure that all information provided is accurate, complete and consistent with RFP requirements.

Best Price:

Contract award can be made without any further negotiations based on meal price. Therefore, the best price available to the bidder should be submitted in response to this RFP.

Sales Taxes:

Sales tax is not to be included in the bidder's cost per meal. However, the County will pay all sales tax amounts that are invoiced as a separate line item.

Governing Law and Forum:

Contract between the County and contractor in reference to this RFP shall be governed in accordance with the laws of the State of North Carolina.

Independent Contractor/Employees:

Selected vendor shall act as an independent contractor and not as an employee of Stokes County.

Employees of the selected vendor shall not be considered as employees of Stokes County. Workers compensation and any other insurance obligations to contracted kitchen employees will be the sole responsibility of the selected service provider.

Stokes County Sheriff and/or Stokes County Board of Commissioners reserve the right to investigate the background of all personnel to be used at this location by the successful bidder.

Fund Availability:

Any contract resulting from this solicitation is deemed in effect only to the extent of available County appropriations.

Indemnification:

Selected vendor will be required to indemnify, defend and hold the Stokes County Commissioners, Stokes County Sheriff and County employees harmless from liabilities, obligations, losses, claims, damages, actions, suits, proceedings, costs and expenses including attorney's fees, that arise out of, are in connection with, or result directly or indirectly from the vendor's failure to perform any task, duty or obligations under this RFP to provide food services at the Stokes County Jail.

The indemnification responsibilities created by this section shall survive and be enforceable after this contract between the County and the selected vendor terminates or expires, and they shall be terminated only by written agreement of the vendor and the County.

Independent Pricing:

By submission of a proposal, the bidder certifies, and in the case of a joint offer each party thereto certifies as to its own organization, that in connection with this procurement:

The prices in this proposal have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any bidder or with any other competitor.

Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to bid opening, directly or indirectly, to any bidder or to any competitor, or to any County staff member; and

No attempt has been made or will be made by the bidder to induce any other person or firm to submit a proposal for the purpose of restricting competition.

Insurance:

Selected vendor will be required to carry and keep in force at all times, Comprehensive General Liability, Workers Compensation and Products Liability insurance to cover all claims made by the public or his/her employees during this contract and will furnish the County evidence that such coverage is in force.

Workmen's Compensation set to statutory limits as required by the State of North Carolina

Employers' Liability 500,000 each accident

Employers' Liability Disease 500,000 each employee

Employers' Liability Disease 500,000 policy limit

General Liability 1,000,000 per occurrence

Contract:

Upon acceptance and award by the Board of Commissioners, the contract between the selected vendor and the County shall consist of the following items (a) the RFP and addenda, (b) the selected proposal and any attachments thereto, and (c) all written communications between the County and the vendor concerning this transaction. The RFP will govern in the event of conflict between the RFP and the selected vendor's proposal.

Contract shall constitute the entire and only agreement and shall supersede all prior negotiations, commitments, understandings, or agreements, whether oral or written.

Contract Term(s):

Initial contract award will be for a one-year (12 month term) beginning of July 1, 2021 and ending June 30, 2022, with the option to renew for up to 48 more months. Total length of contract time will not be extended past 60 months.

At the end of the first 12 month period, this contract is subject to renewal for an additional twelve-month (12) period with the same operating conditions and unit price per meal unless a 90 day written notice of a price increase is given by the contractor and accepted by the County.

The additional contract terms are subject to satisfactory performance on contracted services provided by the vendor, and the County Jail receiving adequate public funding to continue this service.

The result of the annual meal assessment by County Jail staff will be the primary factor in determining if a 12-month contract will be extended. If the County determines that the vendor is not in contractual compliance with administrative, service provision, or meal service production requirements, and it is not in the best interest of the County to renew this contract, the County will notify the vendor of such decision via certified mail prior to **January 1, 2022.**

In the event of contract negotiations requested by the vendor, the County reserves the right to accept or reject any proposed changes to the contract. The County may also request additional operating information or choose to enter into public bidding, whichever in the opinion of the County administration, best serves the interest of the Stokes County.

Amendments and Modifications of contract; Waiver of Contract:

Contract between the County and the selected vendor shall not be amended or modified, nor shall any of its terms be waived, except in writing and executed by the party against whom enforcement of the amendment, modifications, or waiver is sought.

Assignment:

Selected vendor shall not assign, transfer, convey, sublet, or otherwise dispose of its agreements with Stokes County, or its rights, title, or interest herein, or its power to execute such agreement, to any

other person, company, or corporation without previous consent and approval in writing by the Stokes County Manager.

Default:

In case of default of the vendor, the County may procure the articles and/or services called for in the contract from other sources and hold the selected vendor responsible for any excess cost. The performance of the contract may be terminated by the County of Stokes in accordance with this clause, in whole or part, in writing, whenever the County determines that the vendor has failed to meet performance requirements of the contract.

Termination for Convenience:

The County of Stokes reserves the right to terminate the contract in whole or in part by giving the vendor written notice at least thirty (30) days prior to the effective date of termination. Upon receipt of notice of termination from the County, the vendor shall only provide those services specifically approved or directed by the County. All other rights and duties of the parties under the contract shall continue during such notice of any obligations to the extent of such responsibility has not been excused by breach or default of the vendor.

Upon termination, the vendor shall invoice the County for all amounts not previously billed and due to the vendor at that time. The vendor shall not be entitled to a professional fee or expenses for any work commenced or expenses incurred after the notice of termination was received by the vendor, unless specifically approved or requested by the County prior to the receipt of notice, or with the express written consent of the County, prior to the effective date of termination.

Implied Requirements:

Products and services which are not specifically requested in this RFP, but which are necessary to provide the functional capabilities proposed by the bidder, shall be included in their proposal.

Specifications and Stated Requirements

EVALUATION PROCESS

The evaluation criteria used in selecting a vendor will be as follows:

- 1 The vendor's demonstrated experience, past performance and expertise in detention facilities/jails. Experience shall include current contracts in detention facilities/jails of comparable size.
- 2 The price per meal proposed.
- 3 Past performance history and references. Vendors shall include a listing of references with their proposals, indicating facility locations, name, telephone and fax numbers of the facility contact

person. This list should contain at least five (5) current references, preferably of a size comparable to the Stokes County Jail—an average daily population of 40-100.

4 The vendor's financial stability and condition.

Submitted proposals will be reviewed and vendors, who submit fully responsive proposals and are deemed fully qualified and best suited based on the evaluation criteria, may be requested to participate in informal discussions regarding their proposals. Discussions shall include cost, methods and all other relevant factors.

PROPOSAL PACKAGE

Vendors must submit a response in the form of a proposal as outlined.

1) Introduction

a) Company Profile

- (1) Date organized to provide food service management in institutional and correctional facilities.
- (2) Corporate background and depth of support
 - number of employees
 - number of years doing business
- (3) Describe current contracts or business with other correctional food service facilities:
 - client
 - date of original contract
 - type
- (3) Facilities currently accredited by State or Federal Accreditation Board
 - name of facility
 - accrediting agency - list all

b) Company achievements/awards in providing correctional food service management.

c) Corporate office organization/business structure.

d) References, with addresses, phone and fax information.

2) Operational requirements - All proposals must clearly define:

a) Procedures for meal delivery to the inmates and staff.

b) Quality and inventory control methods and standards.

c) Procedures for providing safe, sanitary and secure food service management, including direction of staff.

d) Procedures for dealing with inmate/staff complaints about food and minimizing the potential for inmate litigation.

e) Specifications and procedures that will be adhered to for the safe and sanitary handling and provision of all food products.

- f) Any additional equipment necessary for efficient food service operation.
 - g) All proposals must meet or exceed existing grades and quality of food service being provided in the jail.
 - h) Procedures for weekly billing/meal cost analysis and weekly inventory of food supplies. Records must be maintained on site and available for inspection at all times.
 - i) Vendor's procedures to provide all food supplies for inmates and staff.
 - j) Vendor's operational procedures for handling food service should on-site kitchen facilities be rendered unusable through fire, etc.
 - k) Insurance: Vendor shall provide types of insurance and limits as required by Stokes County.
 - l) Policies and Procedures: The proposal shall include the method the vendor will follow in establishing and revising food service policies and procedures with the approval of the County.
- 3) Scope of Work. Vendors will be expected to provide the following services as part of the food service program:
- a) The vendor shall provide three (3) meals per day, seven (7) days per week with a minimum of two (2) hot meals being served during the daily inmate meal period. Vendor shall also make available meals for the staff on a regular basis, at the sole expense of the individual staff member/employee. The daily menu must meet American Correctional Association Nutritional and Calorie Requirements and all local, state and federal guidelines. Vendor shall retain access to services of Registered Dietician as needed in order to comply with standard nutritional guidelines.
 - b) No more than thirteen (13) hours shall pass between the dinner and breakfast meals. A meal schedule shall be mutually agreed upon between the vendor and the Stokes County Jail staff.
 - c) The vendor must provide with their proposal a six-week menu, complete with nutritional analysis. No proposal will be considered that doesn't provide the menu upon which the cost of service is calculated together with the "as served" portion sizes of each menu item.
 - d) The vendor shall warrant that all meals will be served at appropriate temperatures and in a manner that makes them palatable (140F hot or 45F cold), and visibly pleasing, complete with condiments (dressing, sugar, salt, pepper, ketchup or mustard where indicated).
 - e) The vendor shall provide, at no additional cost, medical diets conforming to physician-ordered specifications. The vendor will submit with its proposal a sample of its Corrections Diet Handbook that is simple to read and includes realistic special/medical diets or a schedule of the two-week menu it proposes to serve inmates on medical diets.
 - f) The vendor shall include in the proposal its policies for serving special meals on holidays for inmates and staff. Proposed menus shall be identified. All such meals will be provided at

contract rates. Four (4) holiday meals shall be provided annually, including July 4th, Thanksgiving, Christmas and New Year holidays.

- g) The “turn-key” operation proposed must include all food items, food service items and janitorial/cleaning supplies. In addition, a contingency plan, in case of power outages or other disruptions, must be prepared by the vendor.
- h) The vendor agrees to provide space and supplies for emergency meals upon request after receiving at least 8 hours advance notice in the event that the Jail kitchen is unable to prepare meals. The cost per meal shall be mutually agreed upon.
- i) Inmate trustees from the Stokes County Jail will be available to assist in the kitchen sanitation. There will be no Stokes County Jail employees assigned to the kitchen. On-site employees of the food service provider must be trained by the vendor to supervise these inmates. The Stokes County Sheriff or his designee must approve all on-site employees. The Sheriff or his designee may also require that an employee be moved from the facility without stating cause.

Information Required for Submittal

- Sample Menus
- Include a detailed description of your contingency plan in case of power outages or other disruptions.
- Number of inmate trustees required to provide service.
- Number of employees assigned to the Stokes County Jail.
- Amount of time after award of contract before start up.
- Fee structure (per meal pricing)
- References:
 - For Vendors: Must submit a list of five (5) references, including at least three in North Carolina, with the name of the facility, address, contact person, phone and fax numbers, and business relationship to firms.
 - For Proposed Project Manager(s): Two business-related references, giving names, company address, telephone number and business relationship to project manager.

STOKES COUNTY, NORTH CAROLINA
CONSULTANTS/FIRMS CERTIFICATION

I (We) hereby certify that no members of the elected governing body of Stokes County, North Carolina or members of his or her immediate family, including spouse, parents or children or any persons representing or purporting to represent any member or members of the elected governing body, has received or has been promised, directly or indirectly any financial benefit by way of fee, commission, finders fee, political contribution or any similar form of remuneration on account of the act of awarding and/or executing this contract under a request for proposal.

Handwritten Signature of Authorized Principal(s)

Signature: _____

Name: _____

Title: _____

Name of Firm/Partnership/Corporation

Address: _____

City: _____ State: _____ Zip _____

Telephone: (____) _____

Date: _____

ADVERTISEMENT – NOTICE TO BIDDERS

STOKES COUNTY
REQUEST FOR PROPOSAL
INMATE FOOD SERVICES – STOKES COUNTY JAIL

Stokes County is seeking Requests for Proposal (RFPs) from qualified entities for the provision of inmate food services at the Stokes County Jail. Information packets may be obtained from Major Eric Cone, County Sheriff's Office, 1012 Main Street, Danbury, N.C. 27016. Information packets are also available from the Stokes County website (www.co.stokes.nc.us). Responses must be submitted in a form acceptable to Stokes County no later than 12:00 NOON, Monday, March 15th, 2021.