



ROWAN COUNTY
REQUEST FOR PROPOSAL FOR FOOD SERVICE
FOR THE DETENTION CENTER

ROWAN COUNTY
130 West Innes Street
Salisbury, NC 28144

704-216-8174

david.sifford@rowancountync.gov

BIDDERS SHALL NOT CONTACT THE COUNTY, OFFICERS OR OFFICIALS UNTIL MARCH 18, 2020 REGARDING THIS SPECIFIC PROPOSAL. ALL QUESTIONS WILL BE ANSWERED AT THE PRE-BID CONFERENCE.

Administered by: David Sifford, Purchasing Agent

May 2, 2020

Background and Scope

A. General Information

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

The county has two Detention Centers.

Main Detention Center (Site 1) is located at 115 West Liberty Street, Salisbury, NC 28144 and is a four-story facility that provides housing to male and female inmates both minor and adult within ROWAN COUNTY. The total capacity of the Main Detention Center (Site 1) is 210 inmate beds.

Jail Annex (Site 2) is located at 400 Grace Church Road, Salisbury, NC 28144 and is a one-story facility that provides housing to male adult inmates within ROWAN COUNTY. The total capacity of the Jail Annex (Site 2) is 160 inmate beds.

The ROWAN County 2019 ADP for both centers was 348.

Vendor shall be able to:

1. Deliver high quality food service that can be audited against established nutritional and health standards.
2. Operate and manage the food service program in conjunction with the Sheriff of Rowan County and his designee(s).
3. Operate the food service program in a cost-effective manner with full reporting to the Sheriff of Rowan County or his designee(s).
4. Maintain a working relationship with the Sheriff of Rowan County and the staff of the County Detention Center as well as other County offices.
5. Maintain standards established by Rowan County, the State of North Carolina, and national standards.
6. Offer a comprehensive program for continuing staff education/training for assigned food service employees.
7. Operate the food service program in a professional manner with respect to the inmates' court-established right to basic health and nutritional standards.

B. General Conditions

This RFP is not an offer to contract. Acceptance of a proposal neither commits the County to award a contract to any contractor, even if all requirements stated in this RFP are satisfied, nor limits our right to negotiate in our best interest.

Rejection of Proposals/RFP Withdrawal:

Rowan 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 Rowan County.

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Proposals MAY 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.
- Mandatory Pre-Bid Conference is not attended by firm.

Proposal Questions:

BIDDERS SHALL NOT CONTACT THE COUNTY, OFFICERS OR OFFICIALS UNTIL MARCH 18, 2020 REGARDING THIS SPECIFIC PROPOSAL. ALL QUESTIONS WILL BE ANSWERED AT THE PRE-BID CONFERENCE.

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.

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. Each Proposal must include VENDOR ATTACHMENT A & VENDOR ATTACHMENT B completed.

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. By responding to RFP vendor agrees that any and all disputes that arise shall be resolved in the district or superior court in Rowan County.

Independent Contractor/Employees:

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

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

Rowan County Sheriff reserves 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 Rowan County Commissioners, Rowan County Sheriff, Rowan County Manager 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 Rowan County Detention Center.

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:

To maintain in full force and effect the following insurance or bonds:

- **Commercial General Liability Insurance.** The Contractor shall maintain occurrence version commercial general liability insurance or equivalent form with a limit of not less than \$1,000,000 each occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two times the occurrence limit. Such insurance shall:
 - Include the County, its officials, officers and employees as insured's with respect to performance of the Services. The coverage shall contain no special limitations on the scope of protection afforded to the above listed insured.
 - Be primary with respect to any insurance or self-insured retention programs covering the County, its officials, officers and employees.
- **Business Automobile Liability Insurance.** The Contractor shall maintain business automobile liability insurance or equivalent form with a limit of not less than \$500,000 each accident. Such insurance shall include coverage for owned, hired, and non-owned automobiles.
- **Workers Compensation and Employers Liability Insurance.** The Contractor shall maintain workers compensation insurance with North Carolina statutory limits and employer's liability insurance with limits of not less than \$100,000 each accident.
- **Blanket Employee Dishonesty bond.** The Contractor shall maintain a bond to protect against dishonest acts committed by the Contractors employees. The minimum limit of this bond shall be \$500,000 applicable to all loss caused by or

involving one or more employees, whether the result of a single act or a series of acts. ROWAN COUNTY shall be added to the bond as an obligee.

- **Theft, Disappearance, and Destruction Crime Insurance.** The Contractor shall maintain coverage applicable to loss or damage to food stamps within any vault, or while inside or outside the Contractor premises, and in the Contractor care, custody, and control. The minimum limit of this policy shall be \$500,000 inside the premises and \$50,000 outside the premises. ROWAN COUNTY shall be included as an additional insured/loss payee.

Contract:

Upon acceptance and award by the Board of Commissioners, the contract between the selected vendor and the County shall consist of a mutually agreed upon contract.

Contract Term(s):

The County intends to include in the contract a right to extend the terms of the contract for additional one year increments after the three (3) year term has been honored, provided such extensions are in the best interests of the parties. Upon 30 day written request, the contractor may adjust his prices beginning July 1 of each New Year by an amount not to exceed the Consumer Price Index as reported in the June issue of American City and County magazine.

C. Reservations

Rowan County reserves the right, at any time and for any reason, to cancel this RFP or any portion thereof, to reject all proposals or accept an alternate proposal. The County also reserves the right to waive any immaterial defect in the proposal. The proposal shall be good for a period of sixty (60) days from the opening of the proposal. The County may seek clarification of the proposal at any time and any delayed response could be a cause for proposal rejection. The County may require submission of the best and final proposals.

D. Incurred Costs

Rowan County will not be liable for any costs incurred by respondents in replying to this RFP.

E. Award

Award shall be made by Rowan County to the proposal that is determined to be the most advantageous to Rowan County.

F. Assignment

The proposal respondent may not reassign any award made, as a result of this RFP, without prior written consent of Rowan County.

G. Evaluation Criteria

Proposals will be reviewed and a contractor will be selected based on the following criteria (listed in no particular order):

- 1 The vendor's demonstrated experience, past performance and expertise in institutional meal preparation and delivery.
- 2 The price per meal proposed.

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- 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.
- 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.

H. Proposal Instructions and Time Frames

Respondents are to submit sealed proposals, which will be evaluated by Rowan County to determine the completeness of the proposal. The sealed proposal must be clearly labeled on the outside of the envelope or package "**RFP FOOD SERVICE ROWAN JAIL**" in order to be considered. Submit one marked original and five (5) complete copies of the proposal.

SUBMISSION LOCATION: Rowan County Finance Department
ATTN: David Sifford, Purchasing Agent
130 West Innes Street, Suite 110-120
Salisbury, NC 28144

MANDATORY PRE-BID CONFERENCE: March 18, 2020
10:00am EST
Representation at this conference is mandatory for those firms wishing to submit proposals.

SEALED PROPOSALS DUE: April 8, 2020
3:00pm EST

ANTICIPATED AWARD DATE April 20, 2020
6:00pm EST

Contact/Questions: David Sifford, Purchasing Agent
Rowan County Finance Department
130 W. Innes St., Salisbury, NC 28144
704-216-8174
david.sifford@rowancountync.gov

***Note:** Bidders must contact David Sifford to indicate that they will be offering a proposal in order to receive addendum and/or changes to the RFP.

I. Background

Rowan County is located in the Piedmont area of North Carolina and has a population of approximately 141,000 residents, served by approximately 1200 regular full-time and part-time benefitted positions.

The county has two Detention Centers.

Main Detention Center (Site 1) is located at 115 West Liberty Street, Salisbury, NC 28144 and is a four-story facility that provides housing to male and female inmates both minor and adult within ROWAN COUNTY. The total capacity of the Main Detention Center (Site 1) is 210 inmate beds.

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Jail Annex (Site 2) is located at 400 Grace Church Road, Salisbury, NC 28144 and is a one-story facility that provides housing to male adult inmates within ROWAN COUNTY. The total capacity of the Jail Annex (Site 2) is 160 inmate beds.

The ROWAN County 2019 ADP for both centers was 348.

It is estimated that, from July 1, 2020 til July 2021, food service will prepare and serve approximately 328,500 inmate meals (350 ADP X 3 Meals/Day X 365 Days/Year = 383,250). The inmate count does not include medical and religious meals.

It is estimated that, from July 1, 2021 til July 2022, food service will prepare and serve approximately 339,450 inmate meals (360 ADP X 3 Meals/Day X 365 Days/Year = 394,200). The inmate count does not include medical and religious meals.

It is estimated that, from July 1, 2022 til July 2023, food service will prepare and serve approximately 350,400 inmate meals (370 ADP X 3 Meals/Day X 365 Days/Year = 405,150). The inmate count does not include medical and religious meals.

J. **Project Timetable**

Request for Proposal	3/02/2020
Mandatory Pre-Bid Conference	3/18/2020 10:00 am EST
Proposals Due	4/8/2020 3:00 pm EST
Anticipated Award of Bid	4/20/2020

K. **Proposal Contents / Format**

The following sections/information will be considered integral to this solicitation. As such, please address each accordingly. It is the intent of the ROWAN COUNTY to award a Food Service contract for a three-year term beginning July 1, 2020 and ending June 30, 2023.

The County intends to include in the contract a right to extend the terms of the contract for additional one year increments after the three (3) year term has been honored, provided such extensions are in the best interests of the parties. Upon 30 day written request, the contractor may adjust his prices beginning July 1 of each New Year by an amount not to exceed the Consumer Price Index as reported in the June issue of American City and County magazine.

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 or 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

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- 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 Rowan 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.
- m) Provide procedures on training inmates to assist in the preparation of meals.

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. These hot meals will be served at breakfast and lunch. Dinner will be served as a cold meal. 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.

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- b) No more than thirteen (14) hours shall pass between the dinner and breakfast meals. A meal schedule shall be mutually agreed upon between the vendor and the Rowan 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.
- h) Vendor will be required to prepare food on-site at the Main Detention Center (Site 1) - 115 West Liberty Street, Salisbury, NC 28144. Vendor will be required to transport meals from the Main Detention Center to the Jail Annex (Site 2) – 400 Grace Church Road, Salisbury, NC.
- i) Vendor must comply at all times with 10ANCAC14J.0901 FOOD SERVICE, 10ANCAC14J.090 MEAL SERVICE, 10ANCAC14J.0903 FOOD AND NUTRIENT REQUIREMENTS, 10ANCAC14J.0904 MENUS and 10ANCAC14J.0905 MODIFIED DIETS

Information Required for Submittal

- Sample Menus
- Include a detailed description of your contingency plan in case of power outages or other disruptions.
- Number of employees assigned to the Rowan County Jail, pay scale for each position assigned to the Rowan County Jail, staffing pattern including full-time, part-time and hours worked.
- Amount of time after award of contract before start up.
- Fee structure (per meal pricing)
- Each Proposal must include VENDOR ATTACHMENT A & VENDOR ATTACHMENT B completed.

VENDOR ATTACHMENT A
REQUEST FOR PROPOSALS FOR FOOD SERVICES

TERMS AND CONDITIONS

The County reserves the right to hold proposals open for a period of sixty (60) days after due date before making awards.

A County employee, officer or agent of the County may not participate in personal services or construction in which contractor or subcontractor, or any member of his immediate family, business partner or any organization in which they serve as an officer, director, trustee or employee, has a financial interest.

By submitting a proposal, the successful bidder agrees to indemnify the County from and against all claims, suits, damages, costs, losses, and expenses in any manner arising out of or connected with the failure of the Company, its subcontractors, agents, successors, assigns, officers, or employees to comply with the provisions of the aforementioned regulations or the rules and regulations promulgated thereunder any or all of same.

As outlined below, ~~one original, three paper copies, and one electronic copy on CD~~ of proposals are to be submitted in a sealed envelope; facsimile transmission (fax machine) or e-mail proposals will not be accepted. Proposals are to be prepared in the format of the Applicant's choice; however, the signature page that follows must be completed and included in each proposal.

Questions or comments regarding the RFP will only be received and answered at the mandatory pre-bid conference.

Pursuant to N.C.G.S. Chapter 55 Article 15 entitled Foreign Corporations, the successful bidder must have on file with the Secretary of State of the State of North Carolina a Certificate of Authority to transact business in this state.

It is certified that this proposal is made in good faith and without collusion with any other person bidding on this contract or with any officer or employee of the County of Rowan. The undersigned further agrees that in connection with the performance of this contract, not to discriminate against any employee or applicant for employment because of race, religion, color, sex, age, handicap, political affiliation or national origin.

COMPANY (as identified with the Office of the Secretary
of State of North Carolina)

AUTHORIZED SIGNATURE

TYPED NAME AND TITLE

FEDERAL IDENTIFICATION #

MAILING ADDRESS (P.O. BOX OR STREET)

TELEPHONE NUMBER

CITY, STATE AND ZIP CODE

FAX NUMBER

E-MAIL ADDRESS

VENDOR ATTACHMENT B-1
REQUEST FOR PROPOSALS FOR FOOD SERVICES

COST OF MEALS

JULY 1, 2020 to July 1, 2021

	2,700 Calorie	3,000 Calorie	3,200 Calorie
COST PER MEAL=	_____	_____	_____
TOTAL ANNUAL COST TO COUNTY SERVING 350 MEALS 3 X DAY 365 DAYS TOTAL OF 383,250 MEALS	_____	_____	_____

ALT. SOY PRODUCT JULY 1, 2020 to July 1, 2021

	2,700 Calorie	3,000 Calorie	3,200 Calorie
COST PER MEAL=	_____	_____	_____
TOTAL ANNUAL COST TO COUNTY SERVING 350 MEALS 3 X DAY 365 DAYS TOTAL OF 383,250 MEALS	_____	_____	_____

VENDOR ATTACHMENT B-2
REQUEST FOR PROPOSALS FOR FOOD SERVICES

COST OF MEALS

JULY 1, 2021 to July 1, 2022

	2,700 Calorie	3,000 Calorie	3,200 Calorie
COST PER MEAL=	_____	_____	_____
TOTAL ANNUAL COST TO COUNTY SERVING 360 MEALS 3 X DAY 365 DAYS TOTAL OF 394,200 MEALS	_____	_____	_____

ALT. SOY PRODUCT JULY 1, 2021 to July 1, 2022

	2,700 Calorie	3,000 Calorie	3,200 Calorie
COST PER MEAL=	_____	_____	_____
TOTAL ANNUAL COST TO COUNTY SERVING 360 MEALS 3 X DAY 365 DAYS TOTAL OF 394,200 MEALS	_____	_____	_____

VENDOR ATTACHMENT B-3
REQUEST FOR PROPOSALS FOR FOOD SERVICES

COST OF MEALS

JULY 1, 2022 to July 1, 2023

	2,700 Calorie	3,000 Calorie	3,200 Calorie
COST PER MEAL=	_____	_____	_____
TOTAL ANNUAL COST TO COUNTY SERVING 370 MEALS 3 X DAY 365 DAYS TOTAL OF 405,150 MEALS	_____	_____	_____

ALT. SOY PRODUCT JULY 1, 2022 to July 1, 2023

	2,700 Calorie	3,000 Calorie	3,200 Calorie
COST PER MEAL=	_____	_____	_____
TOTAL ANNUAL COST TO COUNTY SERVING 370 MEALS 3 X DAY 365 DAYS TOTAL OF 405,150 MEALS	_____	_____	_____
