



Beaufort County, North Carolina

Issue Date: July 17, 2024 Proposals Due: August 23, 2024

REQUEST FOR PROPOSAL for Beaufort County Sheriff's Office Jail Inmate Food Services

If you have received this Request for Proposal from a source other than Beaufort County, it is the responsibility of the proposer to ensure that all addenda have been received. Proposers can notify Hollie Jones by email at hollie.jones@beaufortcountync.gov to ensure that your company is added to the distribution list.

However, it is still the responsibility of the proposer to ensure that all addenda are received prior to submitting a proposal.

REQUEST FOR PROPOSAL BEAUFORT COUNTY SHERIFF'S OFFICE JAIL INMATE FOOD SERVICES

I. INTRODUCTION

Beaufort County Sheriff's Office Jail is requesting proposals for the provision of food service to include meals for inmates and staff seven days per week for an approximate population of 50 to 85 inmates, for a term of two (2) years, beginning October 1st, 2024. In addition, the County reserves the option of extending the contract without bid on a year-to-year basis for additional one (1) year periods.

Beaufort County has no on-site kitchen facility in their current jail. The bed capacity of the facility is 85 beds. This contract would be for the preparation and delivery of food service to the facility.

II. OBJECTIVES OF RFP

To result in a contract between the successful proposer and Beaufort County that will meet the following objectives:

- A. To deliver high quality food service that can be audited against established nutritional and health standards.
- B. To operate the food service program in a cost-effective manner with full reporting to Beaufort County and the Sheriff.
- C. To implement a written food service plan with clear objectives, policies, procedures, and annual evaluation of compliance.
- D. To maintain an open collaborative relationship with the administration and staff of Beaufort County Sheriff's Office and other County offices.
- E. To maintain standards established by Beaufort County, NCDHHS Jails and Detention Branch, as well as ACA, State, and Federal Correctional Food Service standards.
- F. To provide food service in a humane manner with respect to the inmates' rights to basic health and nutritional standards.

III. PROPOSAL PROCESS

The following is a schedule of events concerning the proposal process:

RFP Issue Date: July 17, 2024

Questions Due/Addendum Issued (as applicable) August 16, 2024

Proposal Deadline/Bid Opening August 23, 2024 @ 3:00 PM

Board Meeting/ApprovalSeptember 9, 2024Notification of AwardSeptember 10, 2024Commence ServicesOctober 1st, 2024

Submit a complete original and three exact duplicates in a **sealed** envelope clearly marked **"PROPOSAL FOR INMATE FOOD SERVICES"** to:

Beaufort County Hollie Jones, Purchasing Officer 132 West 2nd Street Washington, NC 27889

Proposals must be received **no later than 3:00 p.m. on August 23, 2024**, at the address or drop-off location set forth above. Proposals received after 3:00 p.m. on June 28, 2024, will not be considered.

Questions regarding proposal specifications should be in writing, directed **via email** to the following individual(s) **no later than** August 16, 2024, at 4 p.m. to:

Hollie Jones - hollie.jones@beaufortcountync.gov
Captain Melissa Satchell msatchell@co.beaufort.nc.us

IV. QUALIFICATIONS OF PROPOSER

To be considered for award of this contract, the vendor must meet the following minimum qualifications:

- A. The vendor must have a proven ability for a contract start-up of September 1, 2024.
- B. The vendor must have qualified and trained staff with enough back-up personnel to successfully complete the contract requirements. Vendor must have access to a registered dietitian available for menu development.
- C. The vendor must supervise and monitor the program ensuring satisfactory provision of services. In addition, the vendor must have an alternate emergency preparation site.

V. SELECTION CRITERIA - CRITERIA FOR EVALUATION

Mandatory requirements include:

- 1. Compliance with proposal instructions.
- 2. Compliance with general requirements for all contracts by governing bodies overseeing the facility.

The vendor will be selected based on the proposer's written proposal and any requested presentations. The selection committee will review all proposals and make their recommendations for selection. The primary criteria used in selection will be as follows:

- A. The vendor's demonstrated experience and expertise. Experience shall include current service in correctional facilities of similar size and volume, as well as experience of staff, district manager, dietitian, transition team, and local and regional support network.
- B. The vendor's demonstrated ability to comply with American Correctional Association (ACA) standards for local detention facilities and demonstrated compliance with the NCDHHS 10A NCAC 14J rules for the operations of jail facilities in North Carolina.

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C. Past history and references. Vendors shall include a listing of references with their proposal, indicating facility locations, name, and telephone number of facility contact person. This list should contain at least two (2) current references, preferably of a size and service complexity comparable to Beaufort County.

- D. The vendor's financial stability and condition. (Must submit with proposal last three (3) years of audited financial reports)
- E. Vendor's development of an operating plan for food service that best meets the stated objectives and needs of Beaufort County. Includes quality of the Quality Assurance plan.
- F. Services and menu quality offered for price proposed. Includes nutritional quality, menu acceptability, and stated menu standards.
- G. The price per meal proposed.
- H. Transport and proximity.

Procedure - Submitted proposals will be reviewed by a selection committee. Based on the selection criteria, vendors who are deemed fully qualified and best suited among those submitting proposals may be requested to participate in discussions regarding their proposal. Discussion will cover cost, methods of operation, and all other relevant factors.

At the conclusion of discussions, the vendors will be ranked based on selection criteria, and the committee reserves the right to conduct final negotiations with the vendor and recommend to the Board of Commissioners the successful vendor to award the contract.

Beaufort County will assemble a committee for the purpose of proposal evaluations.

VI. METHOD OF AWARD

The award will be made to the vendor whose proposal is determined to be professionally and technically complete. The selection process may, however, include a request for additional information or an oral presentation to support the written proposal; the price proposal will be considered firm and cannot be altered after receipt per the terms of this proposal, unless the County requests additional information.

The County reserves the right to award this contract not necessarily to the vendor with the lowest price, but to the proposer that demonstrates the best ability to fulfill the requirements of the RFP. The successful vendor will be chosen based on the qualifications and selection criteria discussed in Sections IV and V of this proposal.

The successful vendor shall commence work only after the transmittal of a fully executed contract and after receiving written notification to proceed from Beaufort County. The successful proposer will perform all services indicated in the proposal in compliance with the negotiated contract.

Beaufort County reserves the right to reject any or all proposals for any reason, in whole or in part, received in response to this RFP. Beaufort County will not pay for any information herein requested, nor is it liable for any costs incurred by the proposer.

Vendors whose proposals do not meet the mandatory requirements will be considered non-compliant. After the evaluation of the proposals and selection of the successful vendor, all vendors will be notified in writing of the selected firm.

VII. PROPOSAL PACKAGE

Vendors must submit a response in the form of a proposal that includes the following sections:

A. Transmittal Letter

- 1. This letter is to be a brief letter, addressed to Beaufort County, which provides the following information:
 - a) Name and address of the vendor
 - b) Name, title, and telephone number of the contact person for the vendor
 - c) A statement that the proposal is in response to this RFP
 - d) The signature, typed name, and title of the individual who is authorized to commit the vendor to the proposal
- B. Technical Proposal This portion of the proposal must address each item listed below:
 - 1. Introduction
 - a) Company Profile
 - (1) Date organized to provide food service.
 - (2) Number of employees
 - (3) Number of years doing business
 - b) Describe current contracts or business with other food service facilities
 - (1) Client
 - (2) Date of original contract
 - (3) Type/size
 - c) References with addresses and phone contacts
- C. Operational Standards All proposals must clearly define:
 - 1. Procedures for meal delivery to the facility.
 - 2. Quality and inventory control methods and standards.
 - 3. Specific procedures for providing safe, sanitary, and secure food.
 - 4. Procedures for dealing with inmate/staff complaints about food and minimizing the potential for inmate litigation.
 - 5. Any additional equipment necessary for efficient food service operation.
 - Procedures for weekly billing.
 - 7. Operational procedures for handling food.
 - 8. Insurance Vendor shall provide types of insurance and limits and provisions as contained herein:
 - a) General liability insurance, with a combined single limit of \$1,000,000 for each occurrence and \$2,000,000 in the aggregate or as otherwise specified in addendum, whichever is greater.
 - b) Workers Compensation Insurance in accordance with statutory requirements; and
 - c) Employers Liability Insurance, with a limit of \$500,000 of each occurrence.
 - 9. Policies and Procedures The proposal shall indicate the method the vendor will follow in establishing and revising food service policies and procedures.

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10. Accreditation - The proposal shall address the vendor's plan to secure and/or maintain any food service accreditation for delivery of food service to Beaufort County

11. Copies of supporting documents requested in section VIII, Scope of Work.

VIII. SCOPE OF WORK

Meal Service

Vendor will provide at least 3 meals for inmates, two of which must be hot, at regular times during each 24-hour period. There shall be no more than 14 hours between the evening meal and breakfast.

Food shall be served to inmates on individual serving trays. Eating utensils, consistent with security considerations, and condiments shall be provided.

Food transported from outside or inside the jail shall be covered to prevent contamination. Food must be maintained at appropriate serving temperatures as specified in Commission for Public Health Rule 15 NCAC 18A .1522.

Food and Nutrient Requirements

The average nutrient content of weekly menus shall meet the Recommended Dietary Allowances of the National Academy of Sciences which are hereby adopted by reference pursuant to GS 150B-14©

Daily menus shall include the following:

Milk Group: Two servings

Fruit Group: Two servings, one of which shall be citrus

Vegetable Group: Three servings Meat or Protein Group: Two servings

Cereal or Bread Group: Four servings of whole grain or enriched products

Calories: 2,100 – 2,500

Inmates who are pregnant shall receive four servings per day from the milk group

Menus

The menu shall be prepared in consultation with a dietitian or nutritionist.

Menus shall be written, and portion sizes shall be specified within the menu.

Menus shall be dated and posted in the jail one week in advance of serving a meal.

Menus shall be served to inmates as written unless a substitution of comparable nutritional value is served as determined by the dietitian or nutritionist.

Substitutions to the menu shall be made in consultation with the dietitian or nutritionist.

The same menu shall not be served at lunch and dinner on the same day.

Dated menus and records of any substitutions shall be retained for three years by the jail or the jail's food vendor, either at the jail or at a remote location.

Modified Diets

Modified diets shall be provided if prescribed by appropriate medical or dental personnel.

Modified diets shall be provided when reasonably possible to accommodate the sincerely held religious beliefs of an inmate.

Written menus for modified diets shall be prepared in consultation with a registered dietitian.

Modified diets shall be served as written. Any necessary substitutions shall be of comparable nutritional value, and a written record of substitutions shall be kept. Dated menus of modified diets and records of any records of any substitutions shall be retained for three years.

Each jail shall maintain a current list of inmates requiring modified diets, and it shall be posted for use by staff.

Each jail shall record the number of modified diets served at each meal, along with the name of each inmate and the type of modified diet that he or she received.

BCDC serves an average of 59 inmates 3 meals per day. The facility capacity is 85 beds with a target population of 50 inmates or less in house.

Times of day for the meal deliveries: Breakfast 6:30 a.m., Lunch 11:00 a.m., Dinner 5:00 p.m.

*MISCELLANEOUS NOTES:

QUESTION: Is it possible to deliver 2 of the meals together, if providing a cold lunch on a particular day of the week? Example: When delivering breakfast at 6:30, deliver the cold lunch as well.

ANSWER: Yes, a cold and hot can be delivered together. Dinner and breakfast cannot be 14 hours apart.

QUESTION: Under Vendor Service Requirements 1.B it states, "That vendor shall provide insulated (or the equivalent) trays for inmates". Does this mean all meals are to be individually boxed (disposable) or delivered in fully disposable pans to serve buffet style? It states under 4. Responsibility of Beaufort County 1.) Accurate and timely orders for the number of meals to be served to inmates within two (2) hours of the time for meals to be served." Is this time negotiable? We typically prefer 24 hours' notice for efficient planning purposes.

ANSWER: Must be delivered in insulated, individual trays which are transported, for example in a cooler to keep at the required temperature.

We cannot give a 24 hr. notice due to it varies in inmates being booked and released. However, we do order a few more trays to accommodate if something goes wrong with the trays, and if more inmates are booked. The menu you provide will keep planning of meals efficient. It just requires planning of how many trays are needed and you will have an approximate number of trays to begin preparation. When someone calls for the count of meals then you will have an accurate count of the meal.

QUESTION: When would we be notified of any modified diets/requests? Depending on the allergy, special products such as gluten free breads would incur an additional cost.

ANSWER: Modified diets will be given the time someone from your business calls and require how many meals are required for breakfast, lunch, or dinner for each day.

B. Vendor Service Requirements

Vendors will be expected to provide the following services as part of the food service program:

1. Food and Supplies

- a) Purchase and safely manage all consumable supplies and food products that are required for food service operation. These supplies and food products shall remain the property of the contractor. The vendor shall also provide insulated (or the equivalent) trays for inmates.
- b) Food transported from outside or inside the jail shall be covered to prevent contamination. Food must be maintained at an appropriate serving temperature as specified in Commission for Public Health Rule 15 NCAC 18A.1522. Beaufort County shall periodically audit trays to ensure consistency, appropriate temperature is maintained, and that the appropriate food and nutritional requirements are met.

c) Achieve satisfactory ratings for inspections of kitchen facilities by County and State health agencies. A daily fine of \$250.00 may be imposed to the vendor for every day any ratings achieved are below the grade of "A."

2. Licenses, Fees, and Taxes

a) Secure and pay all federal, state, and local licenses, permits, and fees required for the operation of the food services provided hereunder. During the period of this agreement, if it is deemed by taxing authorities that all or a portion of the services previously provided hereunder are to be subject to a sales or similar tax, which has not been collected by the vendor, the County agrees to pay such tax.

3. Billing Process and Record Keeping

- a) Vendor shall submit to the County an invoice for meals ordered or served (whichever is greater) no later than the end of the following week, covering the preceding week. The price per meal charged to the County shall be described in the proposal and shall be guaranteed for the first two years (Contract start date October 1st 2024).
- b) Access and Records The vendor shall keep full and accurate records of sales and meal count records in connection with the food services. A copy of said record shall be supplied to the Sheriff or designee no later than the end of the first week of each month for services provided in the preceding month. In addition, all such records shall be available for auditing by the County at any time during regular working hours

IX. CONTRACT REVIEW

Beaufort County and the food service provider shall, as mutually agreed, conduct semi-annual (two times per year) review meetings between the County and the food service provider management team for the evaluation and amendment, if necessary, of the agreement.

X. <u>Termination of Contract</u>

- A. Termination for Cause:
 - 1) Beaufort County may terminate the contract, without notice, if the Vendor fails to provide continuous food services to the Facility for a period in excess of twenty-four (24 hours).
 - 2) Beaufort County shall provide the contractor with 30 days' written notice of conditions endangering performance. If after 30 days written notice, the contractor fails to remedy the condition contained in the notice, Beaufort County shall issue an order to stop work immediately.
 - 3) Beaufort County shall be obligated to reimburse the contractor only for those services rendered prior to the date of notice of termination, less any liquidated damages that may be assessed for nonperformance.
- B. Unilateral Right to Terminate: Either party upon receipt of not less than 90 days written notice may terminate the contract on an agreed date prior to the end of the contract period without penalty to either party.

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C. Lack of Funds: Notwithstanding any other provisions of the contract, if the funds anticipated for the continued fulfillment of this contract are at any time not forthcoming, through the failure of the County government to appropriate funds, discontinuance, or material alteration of the program under which funds were provided, Beaufort County shall have the right to terminate the contract without penalty by giving not less than 90 days written notice documenting the lack of funding.

XI. RESPONSIBILITY OF BEAUFORT COUNTY

- A. Beaufort County shall be responsible for and provide:
 - 1) Accurate and timely orders for the number of meals to be served to inmates within two (2) hours of the time for meals to be served.
 - 2) Adequate assistance in loading/unloading meals.
 - 3) Adequate preparation, storage, and holding equipment.

XII. COST SUMMARY

The cost per meal prepared shall be indicated on the Inmate Feeding Cost Summary sheet (Attachment A). The per meal prices stated in this RFP will be firm for the period beginning on the effective date and ending on June 30th, 2025. Per meal prices for each subsequent 12-month period shall be adjusted on the anniversary of the effective date by an amount to be determined utilizing the percentage change with the Consumer Price Index Food Away from Home and must be approved by Beaufort County prior to increase effective date.

XIII. E-VERIFY

The Contractor and any of its subcontractors must comply with the requirements of the North Carolina General Statues, if applicable, which require certain employers to verify the work authorization of each newly hired employee through the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies.

The undersigned hereby certifies that he or she is authorized by the vendor or proposer listed above to make the foregoing statement.

IX. HUB

The Office of Historically Underutilize Businesses (HUB) promotes full and equal access to business opportunities with the State of North Carolina. HUB firms which include minority-owned and women-owned businesses, disadvantaged-owned businesses, and disabled-owned businesses as well as other responsible vendors shall have a fair and reasonable opportunity to participate in state business opportunities.

Prime suppliers and contractors should support the HUB Office Program by actively engaging minority, women, disadvantaged and disabled businesses as subcontractors for goods and services to the extent available. The county and state's utilization goal are 10%.

Beaufort County reserves the right to accept a response that does not satisfy all requirements but which, in the county's sole judgment, sufficiently demonstrates the ability to produce, deliver, and to satisfy the major

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requirements set forth in the RFP. The county reserves the right to interview any or all respondents set forth in the RFP, or to ask for additional information or clarifications.

ATTACHMENT A

Beaufort County Sheriff's Office Jail INMATE FEEDING COST SUMMARY

Meal prices will be billed on an ordered or served basis, whichever is greater. The price increment will be determined by adding the total number of billable inmate meals ordered or served to inmates for the billing week and dividing by 21. Staff meals will be billed at the same price as the inmate meal for that specific week, unless otherwise negotiated.

2,100 – 2,500 Calorie meals

Population Range		Price per meal	
30	40		
40	50		
50	60		
60	70		
70	85		

ATTACHMENT B

In fu	orther description of this proposal, we desire to submit sheets marked as follows:	_
Bidd	ling under the name of:	_
	Federal Employee Identification Number	
()	Which is (Check one of the following): Corporation, incorporated under the laws of the State of:	
()	Partnership, consisting of (List Partners)	-
()	Assumed Name (Register No.)	_
()	Individual	
AUT	HORIZED SIGNATURE:	
Prin	ted or typed:	
DAT	RESS:	
*** Whe	**************************************	different from above, fill ir
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The Contractor shall not assign this contract without the approval of the Beaufort County Board of Commissioners.

^{*} A detailed and certified financial statement shall be submitted by all corporations.

NON-COLLUSION AFFIDAVIT

	e of North Carolina nty of Beaufort		
		(name of individual), being first duly sw	orn, deposes and says that:
1.	He/She is the	(title) of	(company
	name), the proposer that has submitte		
2.	He/She is fully informed respecting the circumstances respecting such propose	e preparation and contents of the attached μ	proposal and of all pertinent
3.	Such proposal is genuine and is not a c	collusive or sham proposal;	
4.	in interest, including this affiant, has in with any other proposer firm or Person which the attached proposal has been or has in any manner, directly or indire with any other proposer, firm or person proposers, or to fix any overhead, professor or to secure through collusions.	es officers, partners, owners, agents, represent any way colluded, conspired, connived or any to submit a collusive or sham proposal in consubmitted or to refrain from proposing in contectly sought by agreement or collusion of content of the price or prices in the attached prict or cost element of the proposal price of the pr	agreed, directly or indirectly, connection with the contract for connection with such contract, mmunication or conference roposal or of any other he proposal of any other
5.	·	hed proposal are fair and proper and are no greement on the part of the proposer or any est, including this affiant. Signature	of its agents, representatives,
		Title	Seal –
SUBS	form must be notarized SCRIBED AND SWORN TO BEFORE ME,	Date	-
	day of, 2		
	Commission Expires:		

PROPOSER'S CERTIFICATION FORM

To Whom It May Concern:

I have carefully examined the Request for Proposal and any other documents accompanying or make a part of this Request for Proposal.

I certify that all information contained in this proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the company and that the company is ready, willing, and able to perform the services if awarded the contract.

I further certify, under oath, that this proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a proposal for the same service; no officer employee or agent of the County of Beaufort or any other proposer is interested in said proposal; and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

It is distinctly understood that the County reserves the right to reject any or all proposals.

Name of Firm	Federal Tax ID:
Authorized Signature	Phone
Printed or Typed Name and Title	Fax
Mailing Address	Email
City/State/Zip Code	Date

(SEAL, if Corporation)

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

The undersigned applicant certifies to the best of his or her knowledge and belief, that the applicant and its principals:

- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal Department or agency.
- (b) have not within a 3-year period preceding this proposal been convicted of or had a valid judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) are not presently indicted or otherwise criminally or civilly charged by a governmental entitle (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- (d) have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

Should the applicant not be able to provide this certification, an explanation as to why should be placed after the assurances page in the application package.

The applicant agrees by submitting the proposal that it will include, without modification, the clause titled "Certification Regarding Debarment, Suspension, in eligibility, and Voluntary Exclusion-Lower Tier Covered Transactions" in all lower tier covered transactions (i.e., transactions with sub- grantees and/or contractors) and in all solicitations for lower tier covered transactions.

		(Seal if Corporation)
	Signature	· · · · · · · · · · · · · · · · · · ·
	Title	
	Date	
NOTARIZE		
SUBSCRIBED AND SWORN TO BEFORE ME, This day of	, 20	
NOTARY PUBLIC		
My Commission Expires:		

EXCEPTIONS TO THE PROPOSAL AND SAMPLE SERVICE AGREEMENT

Please list here <u>all</u> exceptions to the RFP. Failure to do so may result in disqualification of the properto which the vendor does not take exception will assume to be agreed upon by the vendor. For any reference the appropriate page/section number.	
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CUSTOMER REFERENCES

Please provide references in which your company has completed food service projects. Please use references of comparable projects.

Agency/Company Name:
Street Address:
City, State and Zip Code:
Contact Name:
Contact Phone Number:
Date Service Provided:
Agency/Company Name:
Street Address:
City, State and Zip Code:
Contact Name:
Contact Phone Number:
Date Service Provided:
Agency/Company Name:
Street Address:
City, State and Zip Code:
Contact Name:
Contact Phone Number:
Date Service Provided:
Agangu / Campany Nama
Agency/Company Name:
Street Address:
City, State and Zip Code:
Contact Name:
Contact Phone Number:
Date Service Provided:
Agency/Company Name:
Street Address:
City, State and Zip Code:
Contact Name:
Contact Phone Number:
Date Service Provided:

ATTACHMENT C

Sample Contract – Attached.

ATTACHMENT D

ACKNOWLEDGEMENT OF ADDENDUM/AMENDMENT(S)

The following form shall be completed and included in the bid submission, if applicable.

The undersigned acknowledges receipt of the following amendments to the documents:

Failure to acknowledge receipt of all amendments may cause the bid to be considered non-responsive to the solicitation. Acknowledged receipt of each amendment must be clearly established and included with the bid.