



Request for Proposals  
For Providers of Inmate Food Services  
At Forsyth County Law Enforcement and  
Detention Center (LEDC)  
In Winston-Salem, North Carolina



# Request for Proposals

Inmate Food Services

Forsyth County Sheriff's Office  
Law Enforcement and  
Detention Center (LEDC)

Winston-Salem, North Carolina

Proposals due 12:00 Noon, Tuesday, September 18, 2018

**This document IS NOT the complete proposal.** To obtain the completed proposal specifications contact Jerry Bates via email [jerryjb@cityofws.org](mailto:jerryjb@cityofws.org), by phone 336-747-6939, or visit the Purchasing Department, City Hall Building, Suite 324, 101 North Main Street, Winston-Salem, NC during regular office hours.



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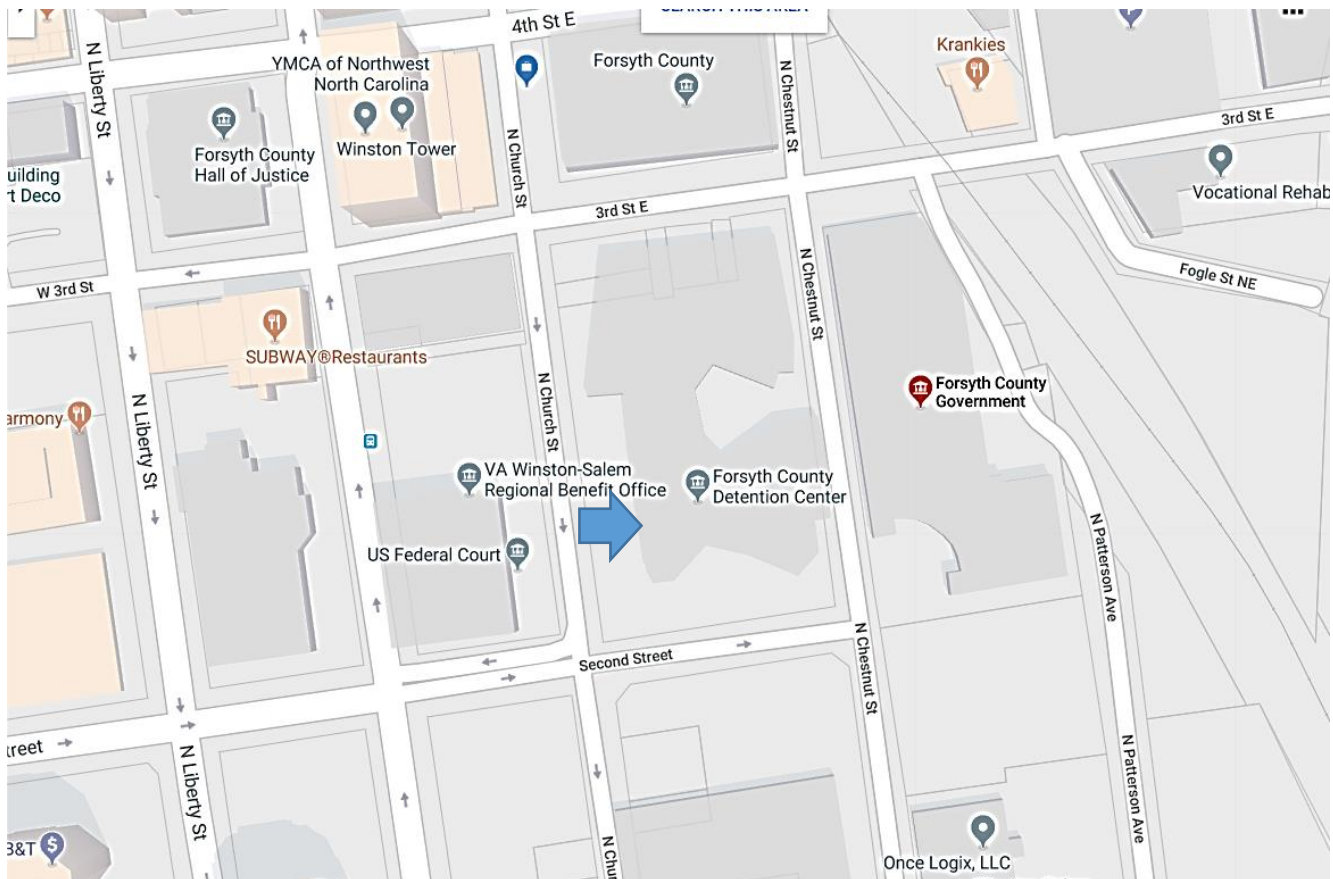


**MANDATORY PRE-PROPOSAL CONFERENCE / SITE VISIT  
will be conducted at the  
Forsyth County Law Enforcement and Detention Center  
(LEDC)**

**201 N. Church St.  
Winston-Salem, NC 27101**

**Beginning at  
10:00 AM, Wednesday, August 22, 2018**

**Please go to the Public Lobby at the LEDC and you will be directed to  
the meeting room.**





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The purpose of the Mandatory pre-proposal conference is to allow prospective service providers to view the scope of work involved in the Forsyth County Law Enforcement and Detention Center (LEDC) Inmate Food and Staff Meal Services contract and to allow for questions concerning the work.

Please arrive early at the Public Lobby of the LEDC at 201 N. Church St. Winston-Salem, North Carolina 27101. The staff in the Public Lobby will direct you to the meeting room for this Mandatory pre-proposal conference.

Attendance at the pre-proposal conference is mandatory. Proposals submitted by prospective service providers not in attendance will not be considered for contract award.

Following a pre-proposal conference, a site visit will be conducted of the Forsyth County Law Enforcement and Detention Center (201 N. Church St.).

Sealed proposals will be received by the City/County Purchasing Department in Suite 324, City Hall Building, 101 North Main Street, Winston-Salem, NC until 12:00 Noon, Tuesday, September 18, 2018, in Suite 324, City Hall Building.

Jerry Bates  
Purchasing Director



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Advertisement for Bids

Inmate Food Services at the  
Forsyth County Law Enforcement and Detention Center

Sealed proposals endorsed **Inmate Food Services** to be furnished to the Forsyth County Sheriff will be received by the City/County Purchasing Department in City Hall Room 324, 101 North Main Street, Winston-Salem, N.C. until 12:00 Noon, Tuesday, September 18, 2018, in Suite 324, City Hall Building. Instructions for submitting proposals and/or receiving the complete RFP document specifications may be obtained during regular office hours at the same location, or by contacting Jerry Bates via email [jerryjb@cityofws.org](mailto:jerryjb@cityofws.org) (Email is preferred) or phone 336-747-6939. The County reserves the right to reject any and/or all proposals, bids, to waive informalities in the bids, and to choose the bid that is in the best interests of the County.

A **mandatory pre-proposal conference and site visit** will be conducted at the Forsyth County Law Enforcement and Detention Center, 201 North Church Street, Winston-Salem, North Carolina 27101, beginning at 10:00 AM, Wednesday, August 22, 2018.

Attendance at the pre-proposal conference is mandatory and the County of Forsyth will not consider any proposal from firms that do not attend this conference.

Jerry Bates  
Purchasing Director



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## INTENT

The Forsyth County Sheriff's Office (hereinafter referred to as FCSO) located at 301 N. Church Street, Winston-Salem, North Carolina, 27101 intends to make award to a responsible entity for the provision of Inmate Food Services as set forth in this solicitation/contract.

All sections, definitions and general terms of the RFP will apply to all parts of the contract unless otherwise indicated.

The County intends to award a contract resulting from this solicitation to the responsible business provider whose proposal represents the best value after evaluation in accordance with the factors in the solicitation. In this procurement competitive environment, a proposal may be rejected if it is determined that it poses an unacceptable risk to the County. Since the County's desire to select the most qualified contractor, the Sheriff's Office reserves the right to schedule interviews with those contractors it deems most qualified.

The initial contract term will be for three (3) years, commencing July 1, 2019, and ending June 30, 2022. Terms of the bid reserve the right for the County to extend this Agreement for as many as two (2) additional twelve (12) month periods, ending June 30, 2024, provided that both parties are in agreement.

## BIDDING TERMS AND CONDITIONS

The County reserves the right to hold proposals open for a period of one hundred twenty days (120) days after due date before making awards.

The County reserves the right to reject any and/or all proposals, to waive informalities in the bids, and to choose the bid that is in the best interests of the County.

By submitting a proposal, the successful Business Provider warrants and guarantees to the County of Forsyth that the Contractor's company is in compliance with all federal, state and local laws regarding the providing of Inmate food services provided on-site at the LEDC.

Proposals are to be submitted in a sealed envelope or package containing **one (1) original (please mark as Original)**, **seven (7) paper copies**, and **one (1) copy via "flash drive"** and each proposal shall have a table of contents. **Facsimile transmission (fax machine) or e-mail proposals will not be accepted.** The signature page that follows must be completed and included in each proposal. Cost incurred by prospective contractors in the preparation of the response to this Request for Proposal are the responsibility of the responding contractor and will not be reimbursed by the County or the Forsyth County Sheriff's Office.

Contractor Questions and Inquiries relative to this RFP must be **submitted in writing only by 12:00 Noon, Friday, August 31, 2018**, to Jerry Bates via e-mail [jerryjb@cityofws.org](mailto:jerryjb@cityofws.org) (Email is preferred), or mail to Jerry Bates, City/County Purchasing Director, 101 North Main Street, Winston-Salem, NC



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27101 or Fax: (336) 727-2443. The County will provide written responses to all inquiries received by this date, and responses will be made available to all recipients of this RFP. Any oral responses made by any representative of the County may not be relied upon. Any supplements or amendments to this RFP will be in writing and furnished to potential bidders.

**AWARDEE TERMS AND CONDITIONS / ANTICIPATED RESPONSIBILITIES OF  
SELECTED PROVIDER**

To the fullest extent permitted by law, the Provider shall defend, indemnify, and hold harmless Forsyth County, its Officials, Officers, and Employees from and against all claims, damages, loss and expenses, including but not limited to attorney's fees, arising out of any act or omission of the Provider or his employees in the execution, performance, or failure to adequately perform the obligations pursuant to this agreement.

The Provider shall not be treated as an employee with respect to the services performed hereunder for federal or state tax, unemployment or workers' compensation purposes. The Provider understands that neither federal, nor state, nor shall payroll tax of any kind be withheld or paid by the County on behalf of the Provider or the employees of the Provider. The Provider further understands and agrees that the Provider is fully responsible for the payment of any and all taxes arising from the payment of monies under this Agreement.

The Provider shall not be treated as an employee with respect to the services performed hereunder for purposes of eligibility for, or participation in, any employee pension, health, or other fringe benefit plan of the County.

The County shall not be liable to the Provider for any expenses paid or incurred by the Provider unless otherwise agreed in writing.

The Provider shall maintain, at its sole expense, such insurance coverage as required by the Forsyth County Risk Manager (see Attachment A).

No late payment or other amounts, designated penalties, liquidated damages, attorney's fees, court costs or charges shall apply to this contract.

No stated laws of a particular state or jurisdiction shall apply to or govern this contract other than the applicable laws of the State of North Carolina; and no forum selection of the place, courts, or judicial body of a particular state or jurisdiction shall apply.

Involuntary or binding mediation, arbitration, negotiation, or other settlement procedure of disputes, if any, shall not apply to this contract.



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The Provider shall supply, at its sole expense, all equipment, tools, materials, and/or supplies required to provide contracted services unless otherwise agreed in writing.

The provider and its subcontractors shall comply with Article 2 of Chapter 64 of the North Carolina General Statutes relating to the required use of the federal E-Verify program to verify the work authorization of new hired employees. Failure of the provider to comply with this provision or failure of its subcontractors to comply could render this contract void under North Carolina law. It is the expectation of Forsyth County that the provider will comply with all applicable federal immigration laws in its hiring and contracting practices relating to the services covered by this contract involving County funds, as outlined in the Resolution adopted by the Forsyth County Board of Commissioners at its regular meeting of October 23, 2006.

Provider hereby certifies that it and its subcontractors are not on the North Carolina State Treasurer's list of persons engaging in business activities in Iran, prepared pursuant to NCGS §143C-6A-4, nor will Provider utilize on this agreement any subcontractor on such list.

The Provider has no authority to enter into contracts or agreements on behalf of the County.

Pursuant to N.C.G.S. Chapter 55 Article 15 entitled Foreign Corporations, the successful Contractor 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.

The Provider declares that it has complied with all federal, state and local laws regarding business permits, certificates, and licenses that may be required to carry out the services to be performed under this Agreement.

The Provider agrees to comply with all state and federal occupational safety and health laws, regulations and standards relating to services covered by this contract.

The Provider agrees to comply, with all applicable federal immigration laws in its hiring and contracting practices relating to the services covered by this contract involving County funds, as outlined in the Resolution adopted by the Forsyth County Board of Commissioners at its regular meeting of October 23, 2006.

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 Forsyth.

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.



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**Inmate Food Services**

**RFP Schedule**

(Dates listed below are for planning purposes and are subject to change)

- |                                       |  |
|---------------------------------------|--|
| On or before July 16, 2018            | Request for Proposals (RFP) released       |
| Wednesday, August 22<br>(10:00 a.m.)  | Pre-Proposal Conference / Site Visit       |
| Friday, August 31, 2018<br>(noon)     | Vendor deadline for submitting questions   |
| September 7, 2018                     | Staff deadline to respond to all questions |
| Tuesday, September 18,<br>2018 (noon) | Vendor Proposals Due                       |
| October 8 – 12, 2018                  | Vendor Finalist Interviews                 |
| Friday, November 9, 2018              | Initial Award Decision                     |
| December 6, 13 & 20, 2018             | Board of Commissioners<br>consideration    |
| January – June 2019                   | Transition/implementation                  |
| July 1, 2019                          | New Contract Effective                     |





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## **BACKGROUND**

Inmate food services provided by the Forsyth County Sheriff's Office (FCSO) are governed by North Carolina Administrative Code (10A NCAC 14J). This also includes NC Department of Health and Human Services (NCDHHS) rules and laws governing the operations, surveillance and monitoring of jail facilities.

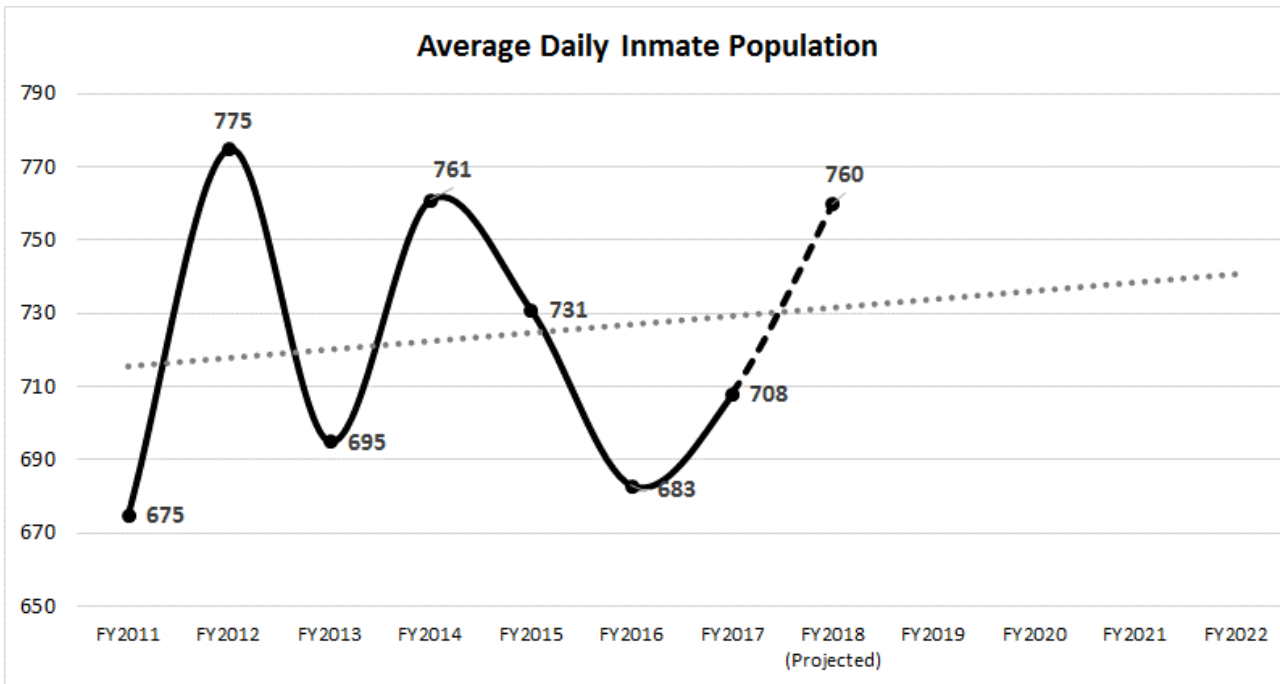
The FCSO operates the Law Enforcement and Detention Center (LEDC) at 201 N. Church Street, Winston-Salem, North Carolina. The LEDC is an adult maximum security detention facility housing male and female sentenced misdemeanor and pretrial inmates. The facility is an eleven story twin tower structure, containing 400,000 square feet, and 735 modular steel cells, with a bed capacity of 1,016 inmates. The LEDC eleven story building has twenty-two housing units. Within the housing units there are six that have a capacity to house twenty inmates, two with a capacity to house thirty inmates, four with the capacity to house sixty-two inmates, nine with a capacity to house sixty inmates, one with capacity to house forty inmates, and the special care unit with a capacity to house eight inmates. Currently 10 North Housing Unit is not in use.

The average daily population (ADP) for the fiscal year ending June 30, 2017 FY2017 was 708, June 30, 2016 FY2016 was 683. For FY2015 the ADP was 731, in FY2014 was 761, and in FY2013 was 695. The average length of stay is typically 25-26 days.

The historical rate and future trend line projections are provided in the chart that follows.



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The projected **annual** jail population for the period of July 1, 2017 to June 30, 2018 is approximately 280,000 inmates or 840,000 meals.

Equally discernable and quantifiable are staff meals. At present, there are 266 authorized positions inside the Forsyth County Law Enforcement and Detention Center, including 189 detention officers, 25 detention corporals and 26 detention sergeants and lieutenants. Many of these employees take advantage of on-site food services as can be seen from the chart below.

<b>Fiscal Year</b>	<b>Number of Staff Meals</b>
2016-2017	54,468
2017-2018	56,700 (Projected)

\* \* \*

The LEDC's goal is to deliver quality food services to the inmates without compromising public safety concerns inherent to the Sheriff's Office mission, which is:

*To ensure the security of life and property, prevent crime and disorder, and enforce the laws of North Carolina and the United States.*



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## **SCOPE OF WORK/SPECIFICATIONS/ REQUIREMENTS**

### **A. SCOPE OF WORK**

The contractor shall provide all personnel, supervision, and any items and services necessary to perform on-site Inmate Food and Staff Meal Services at FCSO, Law Enforcement and Detention Center. The LEDC inmate food service operation consists of an Officer Dinner Room (ODR), Kitchen Area, satellite feeding areas and food storage in the LEDC Warehouse. This facility is dedicated to providing full meal service and meeting the nutritional needs of male/female adult inmates and youth offenders (i.e., above 16 years of age) confined at the LEDC. The ODR services Sheriff's Office personnel and guests. The ODR is a cafeteria style service dining facility to include carry out service, salad bar, drinks, deserts, and short-order items.

All services shall comply with the Performance Work Statement (PWS); the U.S. Constitution; all applicable federal, state and local laws and regulations; North Carolina Administrative Code. §§ 10A NCAC 14J SECTION .0100 through .1752, applicable Sheriff's Executive Orders (E.O.); all applicable case law; maintain standards established by National Commission on Correctional Health Care; and court orders. Should a conflict exist between any of the aforementioned standards, the most stringent shall apply. When a conflict exists and a conclusion cannot be made as to which standard is more stringent, the County's designated contract monitor shall determine the appropriate standard. The contractor shall comply with and implement any applicable changes to policy, procedures, Federal or State law. Should the County invoke such changes, the contractor retains rights and remedies (i.e., equitable adjustment) under the terms and conditions of the contract.

The contractor shall perform the requirements in this PWS and conform to the professional standards identified in this contract, and shall follow all applicable instructions and directives as identified by this PWS.

Contractor tasks include, but are not limited to, the following: All services provided by the contractor in this contract shall be performed in accordance with the Food and Drug Administration (FDA), Food Code (All Chapters), ServSafe®, and American Correctional Association (ACA) Standards for Adult Local Detention Facilities, Certification Standards for Food Service Programs, and FCSO Standard Operating Policies and Procedures. In an event of a conflict, the most stringent standard applies.

Contractor tasks include the following in a detention environment: Officer Dining Room (ODR) management, supervision of inmate labor, kitchen area management that includes: cooking, food requisition and preparation, serving and replenishing food, satellite meal service (i.e., service of food from standard menu in an area other than where it was prepared) to areas within the LEDC, cleaning kitchen and all cooking tools, utensils and equipment, cleaning ODR areas, preparing vegetables and



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fruits for the salad bar in the ODR, bussing tables in ODR, or where required, performing individual meal count services, handling foods, supplies, and equipment, maintaining quality control, ensuring operator inspection (i.e., operator inspection is the necessary, routine, and includes recurring maintenance work performed by the operators, such as lighting gas pilot lights and cleaning of the food preparation equipment.). The intent is to keep the equipment in such condition that it may be used continuously. The contractor must maintain the cleaning of all areas that stores food products in the LEDC Warehouse.

The contractor must notify the On-Site Contract Acquisitions Reviewer (OSCAR) of minor/major repair needed of food service equipment. The contract must manage a tool accountability system, maintain chemicals, food service and container equipment inventories, and adheres to key control policy, custody and security concerns as directed.

Work orders should be submitted as soon as it is noticed that equipment is broken or repairs are needed. Work orders should be submitted to the OSCAR.

The contractor shall submit reports and documentation as identified throughout this PWS. Requests for such reports, documentation and responses shall be coordinated through FCSO's point of contact, ordinarily the OSCAR.

## **B. CUSTOMER ELIGIBILITY**

The primary customers at the LEDC are inmates. The inmates are individuals (i.e., male and female) lawfully confined at the LEDC, or held at a satellite area such as Court Services or Community Work Details. These primary customers, herein called inmates, are allotted meals at the expense of the Forsyth County.

Secondary customers are ordinarily FCSO personnel and guest estimated in the Services and Price/Cost Estimate section of this solicitation. Contractor will refer to FCSO's OSCAR or the LEDC Command Staff to verify customer eligibility when in doubt. The contractor must count and provide to FCSO the number of individual meals served for each meal service, i.e., morning, noon, and evening meals and present to the OSCAR on a weekly summary sheet along with the documentation to verify meals served.

## **C. FOOD PREPARATION**

The contractor shall progressively prepare food items in accordance with industry standards to ensure optimum freshness, proper temperature, flavor, color, texture, and nutritional value. Food preparation shall be done by contract staff. Inmate labor, can only be used minimally to help with prep of food, however, they are not allowed to operate equipment or cook the food. When inmates are used to help with any prep of food they must be trained and supervised at all times by contract staff to ensure food is prepped correctly.



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**D. SERVICE OF FOOD LEDC**

The contractor shall comply with FDA Food Code and using the standard recipes developed from a master menu cycle that provides a balanced diet, based on the Daily Reference Intake to ensure proper nutrition, texture, temperature, appearance, and palatability/food flavor and eating preferences of the population being served. The contractor shall comply with the Recommended Dietary Allowances of the National Academy of Sciences.

The contractor shall set up and close down serving lines in accordance with LEDC operational schedules. Serving lines shall be on time and without delay to ensure food is served as quickly as possible to maintain temperatures and to stay on time with the operational schedule and not interfere with other scheduled operations.

The contractor maintains tool control and manages chemicals in accordance with policy and procedures.

**E. INMATE MENU**

The contractor must submit menus to the Detention Center, designee, for approval prior to using the menu. All menus must contain plans for a well-balance, palatable and attractive/visually pleasing meal meeting a registered dietitian(s) approval. NO PORK products are to be used for inmate meals or served to inmates. The menu and recipes shall be planned with products and recipes with proven inmate acceptability. The contractor should plan for variety and the same food must not be used more than once at any meal. The same entrée shall not be served twice in one day. It is expected that all menus are served as written to all. Menus must be followed closely, including portion sizes. Any unexpected menu substitution/change from the approved menu shall be rare and must be coordinated through the OSCAR and reported in writing the next business day as to the reason why the substitution/change was made, ensuring the any substitution meets the same nutritional value and calories of the item it is being substituted for. In the event the OSCAR is not available and a substitution needs to be made from the approved menu, the Shift Commander must be contacted.

The contractor is responsible for ensuring that enough food is prepared to be served to each inmate at each meal. The contractor is responsible for replacing or correcting incorrectly prepared trays.

Menu shall be posted in the kitchen with the serving size listed on the menu. Menus without serving sizes shall be provided to the OSCAR for distribution for posting in the housing units.

The contractor shall submit a proposal for two different 4-week cycle menu options. The first menu shall be a 2,500 – 2,600 daily calories, with three hot meals. The second menu shall be a 2,500 – 2,600 daily calories, with a hot breakfast and lunch and a cold dinner option. Each menu for each week shall include twenty-one meals and meet all requirements in this RFP and the PWS of the RFP. The proposed menu must include portion sizes and shall be marked clearly on each food item, to indicate that the daily menu includes the required food groups in section 10A NCAC 14J .0903 of Rules and Laws Governing the Operations Surveillance and Monitoring of the Jail Facilities. (Example: If rules



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require two fruit groups daily, each food item that meets the fruit serving for the day shall be marked as a fruit serving on the menu, etc.) (It can be colored coded and have a ledger or by other means that meets the requirement.)

The Sheriff's Office reserves the right to request pricing for two (2) hot meals and one (1) cold meal per day or vice versa for three (3) hot meals per day; depending on what is selected as the contracted inmate menu, the pricing and menu may change for temporary projects or for long term use, depending on the needs of the LEDC facility. The pricing and menu change must be mutually agreed upon by the Forsyth County Sheriff's Office and the contractor.

Each menu submitted in the proposal must include clearly defined descriptions of the food items. All menu items portion sizes must be listed in "as served" portions which clearly indicate weight or volume measurements (e.g. ½ c, 3 oz., wt. 1/30 cut portion). The caloric values must be shown in the detailed nutritional analysis.

Entrée items including casseroles must include cooked weight measurements (not pre-cooked weights) of the meat or meat equivalent pre-portion. All foods not already pre-portioned must be served using properly sized, appropriate serving utensils. The contractor's portioning and serving procedures must be written and consistently executed so that each inmate receives no less or no more than the portions specified. Contracted food service staff shall be positioned at the end of each serving line for inmate trays to be inspected. Every inmate tray coming off the line and diet line shall be inspected. When inspecting the inmate trays for correctness, contract staff must look for correct portion sizes, all the same portion sizes, no missing food, presentation, etc.

Soy may be used following the listed criteria; soy cannot be used in more than one meal a day, no more than five days a week, and no more than twelve (12) ounces a week. If soy is being used, it must be indicated as so on the menu, with the amount of soy being noted.

Appropriate condiments to be served must be noted on the menu. They are not to be included in the caloric tabulation. Condiments shall consist of: ketchup, mustard, mayonnaise, jelly, etc... Salt, pepper and sugar are not required as condiments, however, food items shall be cooked with the appropriate seasoning and amounts of seasoning to make the food flavorful.

Bread, which is appropriate for the meal, is to be served. Bread is not to be used to increase or decrease caloric values. (Changing sliced bread to a roll or bun, etc.).

A moisture barrier shall be placed between bread, cakes and liquids on the tray.

When a fruit serving is required it must be canned fruit or fresh fruit. There must be a variety of fruits served, the same one or two fruits shall not be served all the time. Some examples of fruits are; apple sauce, apples, oranges, peaches, fruit cocktail, mandarin oranges, pears, etc.

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



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The contractor may not purchase “second market” and/or distressed food items without prior approval from the Commander of Operations and be accompanied with a registered dietician certifying that the product is an acceptable menu substitution as defined herein.

The menu and recipes shall be planned with products and recipes with proven inmate acceptability. The contractor shall include in the proposal a method to monitor inmate preferences and to make acceptable adjustments annually as approved by the Command Staff of LEDC. The contractor shall preform an annual survey. The annual date will be agreed upon by the Commander of Operations and the Food Service Director. A sample meal quality-assurance assessment form shall be submitted.

The contractor must provide religious meals and therapeutic medical diet meals as needed. Religious, medical diets, prescribed nourishments (such as Sustacal or Ensure), and snack bags conforming to special religious or physician ordered specifications shall be provided at no additional cost. The contractor shall submit, with the proposal, a sample of its Corrections Diet Handbook that is simple to read and includes a realistic special/medical diets or a 2-week cycle menu it proposes to serve inmates on restricted diets. Diet and Religious menus cannot contain the same entrée on any one day and shall include a variety of foods. There are approximately on average two (2) to five (5) vegetarian and/or vegan inmate meals being served in the facility.

See Attachment C for current adult inmate menu.

## **F. FOOD SAMPLES**

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

## **G. SUBSISTENCE AND MATERIAL HANDLING**

The contractor shall order and purchase all food provided in this contract. Contractor personnel are responsible for quality control of food being delivered. Contractor shall follow guidelines in accordance with Hazard Analysis Critical Control Point (HACCP), procedures used for subsistence to include receipt, storage, food preparation, cooking, serving, and holding food products. Contractor personnel shall obtain a receipt for all Vendor delivered items, visually inspect one hundred percent (100%) of items received for deterioration or damage, and physically check temperatures on all refrigerated and frozen foods for compliance with the FDA Food Code and ServSafe®.

Contractor’s receiving personnel shall reject all items that appear damaged or not delivered at the proper temperature as specified in the FDA Food Code. Receiving personnel shall put away stock in stockroom upon receipt using the First in First out (FIFO) method; perishable items within 30 minutes, non-perishable items within two (2) hours.



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The contractor will ensure that all inmates and the contractor and/or the contractor's staff assigned to work in the food service department be given a medical clearance prior to working in the food service operation. This clearance must be reviewed on an annual basis and include, at a minimum, a TB test, and a blood test for hepatitis. FCSO will coordinate inmate medical clearance accordingly. The contractor shall incur the cost of subsistence and material handling as part of the contract requirement.

#### **H. RECEIVING**

The contractor will be responsible for receiving all goods at the facilities warehouse/loading dock area Monday – Friday from 6 A.M. to 3 P.M.

The contractor must coordinate all deliveries with the warehouse manager and all deliveries must be scheduled.

#### **I. INMATE LABOR**

Due to the high turnover of inmate labor, inmate labor will not be guaranteed. The LEDC will do their due diligence to keep the inmate labor spots filled, as best as possible. Inmate labor of approximately 10-12 per shift can be used for stocking in the kitchen area (not in the warehouse), cleaning, washing of dishes, food service line for the inmate trays and minimally assist with the prep of inmate food. When inmates are used to help prep food they must be under direct supervision of the contractor. Inmate labor, can only be used minimally to help with prep of food, however, they are not allowed to operate equipment or cook the food. When inmates are used to help with any prep of food they must be trained and supervised at all times by contract staff to ensure food is prepped correctly. The only equipment an inmate is allowed to operate is the dish machine and pot wash after being properly trained to do so by the contract staff. The inmates working the dish machine and working in the pot wash area must be supervised by contract staff.

All inmate labor must be trained and supervised by the contractor (for food preparation and cleaning duties).

Inmate laborers should only be assigned to work one (1) eight (8) hour shift a day. If the contractor requests that an inmate work more than one (1) eight (8) hour shift on any given day, it must be approved by the Shift Commander or higher. The contractor can, at times, ask for inmate labor for a special detail, but it must be approved by Command Staff or his designee.

#### **J. OFF-SITE INMATE CARRYOUT SERVICE**

Contractor shall purchase and provide bagged lunches and containers for all meal supplies to include, but not limited, to a nutritional balanced meal and drink. Carryout services will be provided to inmates who are physically located away from the LEDC, such as Court Services, Community Work Details, etc. The contractor shall prepare and place meals in carryout containers by the times requested. The contractor shall provide these meals with necessary service ware and condiments to a Forsyth County





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representative assigned to pick up the meals. The contractor shall incur the cost of off-site inmate carryout service as part of the contract requirement. Generally, the occurrences are weekdays of about 10-20 lunches.

**K. OFFICER DINING ROOM (ODR)/STAFF MEALS**

The ODR is a cafeteria style service dining facility to also include carry out service, salad bar, drinks, desert, and short-order items. There are two (2) daily staff meals, one (1) at lunch and one (1) and midnight.

The contractor is responsible for serving staff and guests at the Officers Dining Room serving line. As well as, maintaining the salad bar, drinks and other items.

The contractor shall prepare staff meals and appropriate short-order items, for example hamburgers, grilled chicken sandwich, grilled cheese, French fries, deli-sandwiches, egg omelets, etc., in advance, only to the extent necessary to meet the required customers flow through the ODR serving line. Hamburgers, cheeseburgers, fried chicken patties, grilled chicken and French fries or fresh cut potato chips must be available at every staff meal from the grill short-order items.

Appropriate condiments and accompaniments shall be available for the staff meal being served. Food for staff cannot be prepped, cooked or served by inmates. Inmates should have no involvement of staff meals.

All food used for staff meals must be of excellent/good quality. Staff meals shall not be the same food as inmate meals. Food used for staff meals must be of the following quality or higher:

- Beef -USDA Grade A, Prime, Choice, or Select;
- Butter – Grade AA or Grade A;
- Eggs – U.S. Grade AA or Grade A;
- Milk – Grade A;
- Poultry – Grade A;
- Cheese – Must not use imitation;
- Other – All other foods not listed must be at the same standards/grades as of the above listed foods or higher.

No meat by-products, cartilage blood vessels or other non-meat products may be added to sandwich meats used. If it anytime, during the duration of the contract, there is a question whether a food product is of acceptable quality to be used for staff meals, please consult with the Commander of Operations.

A sample staff menu with amounts and portion sizes shall be submitted. Breakfast must be included four (4) times a week at the “midnight staff meal”. The Food Services Director (FSD) shall work with the OSCAR to ensure the staff menu meets the preferences of the staff and is of good quality.



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The contractor must maintain the cleanliness of the ODR and adjacent patio.

A daily staff menu shall be posted at the ODR serving line, to include the meal for the day and the portion sizes.

Pork products can be used for staff meals only. See Attachment D for sample ODR menu.

No inmate labor shall be used for ODR food duties.

See Section JJ, Hours of Operation, for ODR times.

#### **L. ODR TABLE BUSING SERVICE**

The contractor shall clean and sanitize dining room tables, chairs, or benches at a rate sufficient to ensure availability to customers throughout the meal service. Replenish dining table items (napkins, salt, pepper, condiments, etc.) so that they are available to all patrons without waiting.

The contractor, at all times, shall maintain the cleanliness of the ODR and adjunct outside dining area to include, but not limited to, waxing and buffing floor, windows walls, ceiling and food service equipment.

Inmate labor may be used for "cleaning duties".

#### **M. HAND SANITIZER**

The contractor shall purchase and provide hand sanitizing solution, non-alcoholic, for the LEDC at the ODR customer entrance and ensure dispenser(s) are operational at all times. The contractor shall provide hand sanitizing solution for each satellite delivery area and ensure dispenser(s) are operational at all times. The contractor shall incur the cost of hand sanitizer as part of the contract requirement.

#### **N. FOOD SERVICE ACCOUNTING**

The contractor shall document and count all food trays and meals issued and present a copy to the designated Forsyth County representative the totals for certification.

The contractor will be given an inmate meal count sheet from LEDC staff at each meal with the number of meals requested from the LEDC. This count sheet shall be kept by the contractor and a copy



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of each one provide to the OSCAR along with a copy of the contractor's weekly summary and a copy of the invoice each week.

The contractor must also account for each staff meal served. The contractor must have a verification method that can be easily completed and have documentation that can be easily verified, such as staff signing for their meals, etc.

The contractor is responsible for maintaining a minimum of two weeks of non-perishable food stocks in compliance with North Carolina standards, local rules and regulations, and the requirements of emergency food service, and emergency menu substitutions. There must be enough food and serving products on hand to feed the inmates and staff for two weeks in the event of an emergency. The contractor shall maintain enough stock on hand to ensure no shortage of any service products or food item that is on the approved menus, regardless of the facility count and staffing.

#### **O. SANITATION REQUIREMENTS**

The contractor shall comply with all LEDC mandated sanitation requirements and the FDA Food Code, all chapters that apply. The contractor shall maintain appropriate documentation accordingly. The contractor is expected to achieve an "A" rating on all Health Department inspections. It is also expected that the contractor maintains a "A" rating at all times. Demerits resulting from a Health Department Inspection should be minimal to none.

Sanitary deficiencies requiring immediate correction may be cause for shutdown of the food service area until the contractor restores sanitary standards. The contractor shall be responsible to remedy to Forsyth County any interrupted food service deliveries accordingly.

The contractor shall conduct internal self-inspections of all food service areas, on a regular basis by the Food Service Director. Contract staff shall ensure cleanliness of all areas and equipment on a daily basis. The contractor will be responsible for all day-to-day cleaning but must also have a schedule for "major" cleaning of all areas of the kitchen, storage, restrooms, and ODR (any area used in conjunction with this contract).

Ensure all food is prepared on surfaces that have been cleaned, rinsed, odor free and sanitized to prevent cross contamination. Sponges shall not be used for this purpose. If reusable wiping cloths are used, rinse frequently in an approved sanitizing solution and use for no other purpose, making sure ServSafe® practices are being used. Contractor is to provide and clean their own cleaning clothes.

The contractor shall perform spot checks of lavatories located in the food service area to ensure tidiness at all times and that supplies are always available. The contractor shall clean toilets, urinals, wash basins, shop sinks located in the food service area. The contractor shall de-scale toilets and urinals as required. The contractor shall clean lavatories to remove all deposits, stains, and foreign matter, including those under fixture edges, lips, and on all exposed surfaces. The contractor shall



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supply, at no extra cost to Forsyth County, appropriate paper towel and soap in food service lavatories and handwashing stations in the kitchen and ODR areas.

The contractor shall clean and sanitize dishes, pots, pans, kitchen, and dining areas in accordance with the FDA Food Code and local health code standards.

Clean pots, pans, etc. to prevent excessive carbon build-up.

All areas of kitchen and storage must be cleaned after each meal and before contract staff leave for the end of their shifts.

**P. HANDLING OF ITEMS**

Handle cleaned and sanitized equipment and utensils to protect them from contamination. Make sure to touch spoons, knives, and forks only by their handles without contacting inside surfaces or the surfaces that contact the user's mouth in accordance with the FDA Food Code. Use holders that present only the handles to customers, for the storage of knives, forks, and spoons. Air-dry utensils before storage, store in a self-draining position. In addition, all glasses, cups, and dinnerware for storage shall be inverted. Ensure all pots, pans, etc. are air-dried and properly stored. The contractor shall ensure the ice machine(s) (inside and out) and scoop(s) are kept in a clean and sanitized manner.

**Q. STORAGE AREA**

The contractor shall ensure the storage of cleaned, sanitized utensils and equipment is at least six (6) inches above the floor in a clean, dry location in a way that protects them from contamination by splash, dust, and other means.

The contractor shall ensure that all storage areas are kept cleaned and all food items and equipment are properly stored. Storage area shall be neatly organized and arranged at all times.

**R. OTHER HOUSEKEEPING TASKS**

The contractor shall maintain the cleanliness of the elevator used to deliver food products to the food service facility area. The contractor shall ensure food equipment and immediate area, such as adjacent fixtures, pipes and floor, to include floor drain areas, are clean. The contractor is responsible for ensuring that all areas of kitchen, ODR, trash bins, and storage areas used by the contractor are cleaned properly from ceiling to floor.

**S. WASTE MANAGEMENT**

The contractor shall assist Forsyth County by complying with the base recycling program. This may require segregating reusable/recyclable waste materials by type. Forsyth County shall retain ownership



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of all reusable waste materials. The contractor shall remove non-reusable waste materials (trash and garbage) from the facility by a FCSO approved method.

#### **T. HAZMAT**

All HAZMAT materials brought to LEDC must go through Detention Security Command staff designee for approval before it may be moved into the LEDC. The contractor will inventory all chemicals and maintain a perpetual log of chemicals and appropriate Safety Data Sheets documentation. Any products that meet the criteria of "Hazardous Waste" must be coded and tracked until permanently removed from Forsyth County property. The inventory will be performed prior to commencement of work. Criteria for identifying hazardous waste, is contained in the Code of Federal Regulation Title 40: part 261 subpart C.

#### **U. FACILITIES AND MAINTENANCE**

The County provides building maintenance services and preventative maintenance and equipment repair, and replacements for County supplied equipment. Painting is included as part of the maintenance. (The contractor will be responsible for the daily cleaning of the all equipment.)

The contractor must follow facility maintenance reporting procedures. If repairs are not made in a timely manner, report same to the OSCAR.

In the event that the pilot light is extinguished, then the contractor's personnel will be responsible for the re-lighting of the pilot light. **At no time are inmates permitted to light the pilot light, or service kitchen equipment.**

The contractor shall be responsible for the safe, secure, and knowledgeable operations of all Forsyth County equipment.

If the contractor determines that any Forsyth County furnished equipment is beyond safe operation the contractor shall notify the OSCAR, in writing, that such equipment should be replaced as soon as possible. The contractor shall include substantiating data to support the recommended replacement.

The contractor shall return equipment no longer used to the FCSO.

The contractor shall maintain an Equipment Maintenance Log on each piece of County equipment needing maintenance. The log shall be maintained in the facility where equipment being maintenance is used. This log shall be the property of FCSO.

The contractor is responsible for ensuring the facilities are operated in an energy efficient manner.

Forsyth County will provide local and internal business telephone service (for contractor use only) to the contractor at no charge. This telephone service shall be used for local, business related calls only. The contractor may make arrangements for long distance and/or toll phone service at their own expense through the FCSO.



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## **V. CONTRACT PERSONNEL**

The contract awarded shall contain the following provisions regarding Non-Discrimination in Employment by the contractor.

During the performance of this contract, the contractor agrees as follows:

- a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age or disability, except where religion, sex, national origin or age is a bona fide occupational qualification reasonably necessary to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination disclosure.
- b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor will state that such contractor is an equal opportunity employer.
- c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulations shall be deemed sufficient for the purpose of meeting the requirements of this section.

## **W. MANAGEMENT**

The contractor shall provide a full-time contract Food Service Director (FDS) on-site who shall be responsible for the performance of the work. The name of this person and the name of the Assistant Food Service Director (AFSD) who shall act for the contractor when the manager is absent, shall be designated in writing to the Commander of Operations for approval.

The contract Food Service Director, and alternate, must possess at least two (2) years of experience working in a correctional food service environment; three (3) years supervisory experience in a restaurant or food service operation (or, may hold an associate degree or higher in business or hospitality and two (2) years supervisory experience within the food service industry); must have earned a Food Protection Manager Certification; and must demonstrate proficient knowledge and ability to operate this contract in accordance with the PWS requirements.

The contract Food Service Director or alternate shall have full authority to act for the contractor on all contract matters relating to daily operations of the contract. The Food Service Director or alternate shall be available at all times to meet at LEDC with FCSO personnel to discuss problem areas. After normal duty hours, the manager or designated alternate shall be available within one (1) hour. The contract Food Service Director and alternate must be of sufficient fluency to communicate in English. These positions shall at no time be vacant.

The LEDC Command Staff also require that notification is made prior to the transfer/removal of any FSD or AFSD and to interview/approve any replacements. The Sheriff's Office reserves the right to reject any manager candidates without cause.



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## **X. CONTRACTOR'S STAFFING PLAN/SECURITY CLEARANCE**

The proposal shall include a *minimum* staffing plan. The minimum staffing plan shall be binding, but in the event the contractor is unable to provide for stated specifications outlined in this RFP, as a result of insufficient staffing, the contractor shall not be relieved of specification responsibilities and shall staff appropriately.

The contractor must provide adequate staff for the complete operation of the Inmate Food Service, including supervision of all inmate labor, during routine and emergency situations 365 days a year. There must be enough staff at all time to complete the requirements of the RFP, as well as supervise the inmate laborers at all times.

An on-site Food Service Director (FSD) and an Assistant Food Service Director (AFSD) shall be provided by the contractor. The Food Service Director cannot also be the shift supervisor. The contractor shall include a description of the qualifications and experience of the Food Service Director and Assistant Food Service Director they plan to place in the facility.

The contractor shall reimburse Forsyth County for the actual salary and overhead expenses saved by the contractor for any permanent staff positions (as shown on staffing plan submitted in proposal) which shall remain unfilled for an *unreasonable* amount of time after the initial date of the vacancy. Unreasonable shall be defined as more than forty-five (45) days with no known, and documented, active efforts at filling the vacancy. The County will be as flexible and understanding of circumstances as possible, within reason. For administrative, Food Service Director, and Assistant Food Service Director the contractor shall be required to fill or cover by the equivalent position the vacancy within seven (7) calendar days after the vacancy, and in the event the contractor does not do so, the contractor shall pay Forsyth County Sheriff's the equivalent salary and overhead expenses saved for each day after the initial seven (7) days.

The contractor shall reimburse Forsyth County for the actual salary and fringe benefits if no contractor employees report for daily duty and County employees are re-assigned to provide contractor responsibilities.

All employees must adhere to the rules, regulations, policies and procedures outlined in this document and as written for FCSO.

Due to the "secure sensitive" work at the Forsyth County Law Enforcement and Detention Center (LEDC), prior to the contractor and/or the contractor's staff entering on duty (EOD) at the LEDC, the



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contractor must ensure the proposed candidate the contractor and/or the contractor's staff meet the following:

- a. Identification is verified by the contractor;
- b. Is qualified to work in the position within a correctional setting;
- c. Has been truthful and honest with contractor's application process;
- d. Is authorized, by Department of Homeland Security, to work in U.S.;
- e. Has listed all felony and/or misdemeanor conviction(s) which resulted in imprisonment or probation;
- f. Has demonstrated that they are not currently using illegal controlled substance;
- g. Has listed their past history behavior using illegal controlled substance (i.e., what and dates of use);
- h. Has listed any current imprisonment, at the LEDC, of immediate family member, i.e., spouse child, sibling or parent(s).

The contractor will submit all candidates seeking security clearance to work under the terms of this contract to the OSCAR with the following copied information:

- a. valid Driver's License or ID;
- b. Social Security Card;
- c. contractor's original application;
- d. signed consent form (waiver) from the applicant authorizing a search of the North Carolina and FBI national criminal history record databases.

The FCSO will be the final approval authority to grant security clearances for the contractor and/or the contractor's staff who work under the terms of this contract. At any time, the FCSO, LEDC may revoke a contractor's security clearance for any reason that best meets the needs of the facility.

## **Y. UNIFORM REQUIREMENTS**

The contractor shall provide employee uniforms, nametags, and any other specialty clothing (gloves, rubber gloves, aprons, hair nets, hats, etc.) Employees shall wear clean, neat, pressed and well-fitting





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uniforms at all times while on-duty to include managers, supervisors and cashiers. Torn and dirty uniforms, in addition to those with rips, missing buttons, etc. are not to be worn in the dining facility. All uniforms must be consistent in pattern and material. The contractor must have uniforms available for newly hired personnel. The uniforms shall not contain commercial advertising, except for hats and nametags containing the contractor's name. The contractor and/or the contractor's staff shall not wear uniforms jumpsuits. To the extent practicable, uniforms shall not be in the colors of hunter green, navy blue, solid white, or orange. The contractor and/or the contractor's staff must wear on the outside of the uniform appropriate approved FCSO identification.

The contractor shall provide hats or hair nets, beard nets, gloves, etc. to all contracted staff and inmates working in the kitchen.

## **Z. CONDUCT**

Contract staff shall maintain a good working relationship with Forsyth County Sheriff's Office staff as well as other County employees.

Elements of the contractor's standards of employee conduct shall include, but are not limited to, the following:

- a. The use of illegal drugs or narcotics or the abuse of any drug or narcotic is strictly prohibited at any time. Use of alcohol while on duty or immediately prior to reporting to duty, or being under the influence of alcohol while on duty, is prohibited.
- b. The contractor and/or the contractor's staff shall conduct themselves in a professional manner at all times when dealing with inmates and others. Prohibited conduct includes:
  1. The use of brutality, physical violence, intimidation, verbal abuse, group punishment or capricious disciplinary actions against an inmate, or any force use beyond that which is reasonably necessary to protect the employee's life or prevent receiving bodily harm.
  2. Showing partiality toward or becoming emotionally, physically, sexually, or financially involved with any inmate or former inmate is prohibited. For the purpose of this standard of conduct only, the contractor and/or the contractor's staff are considered custodians (i.e., agents of the sheriff) and prohibited from engaging in sexual behavior, of any type, with offenders.
  3. Displaying favoritism or preferential treatment to one inmate, or group of inmates, over another. Further, the contractor and/or the contractor's staff are prohibited from allowing any inmate or group of inmates to have control or authority over other inmates.



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4. Offering or giving any article, favor or service to an inmate or former inmate, or an inmate's family member or to any person known to be associated with an inmate or former inmate, which is not authorized in the performance of the employee duties. Neither shall a contractor and/or the contractor's staff accept any gift, personal service or favor from an inmate or former inmate, or from an inmate's family member or associate.
  5. Enter into any business relationship with inmates, former inmates, or their families.
  6. Having other than incidental outside contact with an inmate, former inmate, or an inmate's family member or associate. Employee must report such contact the Division Commander of Security Services
  7. Use of obscene or verbally abusive language when communicating with inmates or others. The contractor and/or the contractor's staff will not be demeaning to inmates, former inmates, their families or friends, and others.
- c. The contractor and/or the contractor's staff are prohibited from engaging in criminal conduct. They are further prohibited, while on Forsyth County property, to participate in games for money or other personal property, the operation of gambling devices, conducting a lottery or pool, or selling or purchasing numbers tickets.
- d. Illegal activities on the part of any the contractor and/or the contractor's staff, in addition to being unlawful, reflect on the integrity of the FCSO and betray the trust and confidence placed in it by the public. It is expected that the contractor and/or the contractor's staff shall obey not only the letter of the law, but also the spirit of the law while engaged in personal or official activities. Should the employee be charged with, arrested for, or convicted of any felony or misdemeanor, that person must immediately inform and provide a written report to the Detention Center Commander. This includes traffic violations.
- e. The contractor and/or the contractor's staff are prohibited from engaging in sexual harassment in violation of Civil Rights Act of 1964, as amended.

**AA. RESPONSIVENESS**

The contractor and/or the contractor's staff shall be required to remain fully alert and attentive during duty hours.

All employees shall respond immediately and effectively to all emergency situations as directed by security staff.

**BB. TRAINING**



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The contractor shall offer a comprehensive training program for all contracted food service staff and inmate labor. Training shall be document for all contracted food service staff and inmates. Contract staff must be trained on the proper use of all equipment.

All contractor staff must attend Security Orientation, provided by the LEDC, as one of the requirements to obtain security clearance to enter the facility. All contractor staff must also complete Criminal Justice Information Services (CJIS) security Awareness Training online prior to attending the Security Orientation and bring a copy of the Certificate with them to the Security Orientation Class. The CJIS Security Awareness Training will be conducted every two years.

**CC. CONFIDENTIALITY**

The contractor and/or the contractor's staff will have access to official information with varying degrees of sensitivity. To protect this information, official information may be disclosed or released only as required in the performance of the contract. The contractor and/or the contractor's staff shall not deny authorized persons' access to official information, personnel or institution records.

**DD. FORSYTH COUNTY PROPERTY**

The contractor and/or the contractor's staff shall only use Forsyth County property for official business. They are responsible for protecting County property from loss, misuse, misplacement, theft or damage, and are prohibited from creating any hazard on Forsyth County property to persons or things.

**EE. FCSO IDENTIFICATION**

The contractor and/or the contractor's staff shall not use their credentials, identification cards or badges to coerce, intimidate, or deceive others to obtain any privilege not otherwise authorized in the performance of their duties. Identification cards must be worn on the chest area where it can be seen at all times. If a contractor does not have their LEDC issued ID with them they may not be allowed access to the facility.

**FF. PARKING**

There is a parking lot that contract staff is able to use during their working hours at the facility. However, parking is not guaranteed. Parking cards are issued to the contract staff and are to only be used during their working hours. Any abuse or lose of parking cards can result in not being able to use the parking lot.

**GG. INTRODUCTION OF CONTRABAND**

The contractor and/or the contractor's staff are prohibited from the introduction of contraband into or onto Forsyth County property without the expressed consent of the Commander of Operations or his



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designee. Contraband shall include any object used to threaten the order, discipline or security of the LEDC, or life, health or safety of an individual. (Examples of contraband are: cell phones, weapons, explosive devices, firearms, alcohol, drugs, photographic equipment, computer software, recording devices etc.)

The contractor and/or the contractor's staff may be subject to drug/alcohol testing, or searches of their person or personal belongings, upon a finding by the Detention Center Commander that reasonable suspicion exists that an employee is in possession of contraband, which if introduced, could endanger the safety of staff or inmates, or the security of the LEDC. Searches may also be conducted when the Detention Center Commander has reasonable suspicion an employee is removing contraband or Forsyth County property from the LEDC.

#### **HH. REPORTING MISCONDUCT**

The contractor must report any allegation of misconduct to the Shift Commander immediately, and follow up with a written report before the close of the business day.

The contractor and all employees shall fully cooperate in any internal or external investigations. The FCSO shall have access to all personnel, operational and corporate records relative to the contracted services for the purpose of conducting investigations, inspections and audits.

#### **II. CONTRACTOR'S EMPLOYEE TRAINING**

The contractor and/or the contractor's staff shall be provided with a copy of the code of conduct and the contractor shall maintain documentation verifying receipt. The contractor shall propose an annual training schedule, and curriculum, that is appropriate for contract staff working in a correctional environment.

The contractor shall ensure that all food handlers receive ServSafe® food handlers training; certified in accordance with industry standards. Refresher training is repeated annually or as often as necessary for personnel to be aware of their responsibilities in safe food handling. All Inmate labor shall receive food handler training similar to ServSafe® food handlers training.

#### **JJ. HOURS OF OPERATION**

The contractor shall maintain regular operating hours at the LEDC during business hours and all other times in order to meet the needs of the contract and RFP. The operating hours can only be modified with approval from the Commander of Operations or his or her designee.

The ODR posted dining hours are, unless otherwise modified by the Detention Center Commander or his designee, 11:00 a.m. through 2:30 p.m. and 12:30 a.m. through 2:30 a.m. The contractor shall not remove food from the serving area until 15 minutes after the end of the posted meal hours. This allows for all customers to be served an additional time for second servings.



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Contract employees shall not leave at the end of their shifts if contractor duties and responsibilities are not complete. It shall be the responsibility of the contractor's on-sight supervisor(s) to provide oversight of contractor employees work hours and completion of assignments.

**KK. HOLIDAYS AND SPECIALTY MEALS/FOOD FOR STAFF**

The LEDC is open on all federal, state and local holidays. FCSO will provide the contractor a schedule for all holiday and specialty meals at least 3-5 days before the date of the event. Special event services may necessitate the dining facility to operate on an extended basis, or the contractor to provide an additional satellite cafeteria style service and/or provide refreshments for FCSO. The contractor must provide these additional food and/or beverages at the contractors cost for special events upon request by OSCAR. It anticipated these specialty meals or food items will not to exceed \$5,000.00, annually (i.e., July 1<sup>st</sup> through June 30<sup>th</sup>). The contractor shall provide these services within forty-eight (48) hours' notice during normal operations and at the contractor's expense, with no addition surcharges or fees to the County.

**LL. HOLIDAY INMATE MEALS**

The contractor must provide, under the approval of a registered dietitian, inmate holiday meals for Easter, Independence Day, Thanksgiving, Christmas and New Year's Eve. Ramadan meals shall be provided to LEDC-approved inmates (typically 10-15 meals).

**MM. EMERGENCY AND CONTINGENCY SERVICES**

Operations which may increase workload, to include performance of services during crisis declared by the FCSO Chief Deputy or his designee, unless otherwise directed by an authorized government representative, is determined that services as identified in the Performance Work Statement (PWS) are essential for performance during a crisis. Emergency and Contingency services may necessitate the dining facility to operate on an extended basis of up to 24 hours per day (for example, accident and rescue operations, civil disturbances, weather warnings).

The contractor remains responsible for providing food services in the event the kitchen is closed as a result of failure to pass a local Health Inspection.

**NN. FULL FACILITY LOCKDOWN SITUATIONS**



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The contractor must maintain food service operations during a lockdown situation; meaning in these events, the contractor must operate without inmate labor. The contractor is responsible for the preparation, delivery and supervision of meals at all locations according to the PWS. Meals must be prepared and proportioned by contractor personnel during a lockdown. Transportation of trays to and from living units and serving must be accomplished by contractor. Sanitation of the kitchen area is the responsibility of the contractor.

**OO. FORSYTH COUNTY FURNISHED PROPERTY AND SERVICES**

The contractor will have full use of the kitchen equipment owned by the County for their use in carrying out the requirements of these specifications. The contractor has, at its expense and subject to written authorization from the Detention Center Commander, to install any new equipment needed for efficient operations. Upon termination or cancellation of the contract, the contractor is responsible for the removal of the equipment and restoration of all areas to their original condition. All equipment installed by the Contractor must be removed within a reasonable time, but no later than thirty (30) days after the termination or cancellation of the contract, otherwise the equipment will become the property of FCSO.

The contractor shall furnish and maintain an adequate inventory of later identified service ware and support equipment, such as pots, pans, beverage containers, insulated trays for general population, flex trays for designated areas, utensils, etc. (all small wares) for use at the facility. This is in addition to the items provided by FCSO. This items must stay in good repair at all times, if not, the items must be replaced.

The contractor should include recommendations for any new equipment. Included should be the cost of the equipment, installation, and terms. The County reserves the right to accept or reject this equipment package.

The contractor is to immediately notify and submit a written report to the Shift Commander and a copy to the OSCAR, any accident, or loss of kitchen utensils, equipment, and/or supplies. In the event the contractor purchases any equipment during the term of this agreement, and the contract is terminated, cancelled, or fails to be renewed, if the said equipment is not fully amortized, the contractor agrees to sell, and Forsyth County has the option to purchase said equipment for the purchase price of the equipment minus any amortized amount to date including any amount eligible for amortization but not yet actually realized.

**PP. RECORDS MANAGEMENT**

The contractor shall create, maintain, and provide FCSO-owned/contractor-held records, regardless of media, in performance of this contract. All records, files, documentation, working papers, and software provided by FCSO or generated in the performance of this contract becomes and remains FCSO property. All such records, files, documentation, and working papers, which this contract requires the contractor to maintain, shall be maintained in accordance with FCSO policies and procedures. The



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contractor shall not dispose of any records without prior written approval of the OSCAR. When requested by FCSO, the contractor shall provide the original record of a reproducible copy of any such record within two (2) working days of receipt of the request.

All invoices shall be submitted to the Sheriff's Business Office and a copy to the OSCAR, no later than seven (7) calendar days following the week incurred. The invoice shall have multiple line items, one for inmate meals, staff meals and other charges. The number of meals served, date meals served and price per meal shall be included on the invoice.

A weekly summary report must be submitted at the same time the invoice is submitted. The weekly summary shall include the following information; number of meals served at each meal, both inmate meals and staff meals, with daily totals, and weekly totals. Please see attachment B for example weekly summary.

Dated menus and records of any substitutions shall be retained by the contractor for minimum of three years and able to produce those records when asked. Records of number of meals served must be kept by the contractor for a minimum for three years.

#### **QQ. EXPENDABLE SUPPLIES**

The contractor is responsible for providing all paper products including Styrofoam cups, plates, gloves, lunch boxes, napkins, paper towels, hair net, beard nets, etc. and anything else necessary to meet all aspects and requirements of the contract. The contractor is also responsible for cleaning supplies for the food service program, these supplies must be LEDC-approved. The contractor, subject to all Detention Center procedures, is responsible for the proper storage and control of those items to prevent any theft, damage or loss. All office supplies necessary for the management of the operation must be provided by the contractor. The contractor is responsible for supplying an adequate supply of Styrofoam plates, paper or Styrofoam bowls, napkins, plastic ware, Styrofoam cups, coffee consumables, condiments and related supplies for staff at pre-determined locations throughout the facility (approximately three (3) locations). In five (5) other pre-determined locations in the facility only coffee consumables and Styrofoam cups shall be supplied. The contractor shall incur the cost of expendable supplies as part of the contract requirement.

#### **RR. SECURITY REQUIREMENTS**

All personnel employed by the contractor in the performance of this contract, or any representative of the contractor entering Forsyth County facility, shall abide by all security regulations of the LEDC. The contractor shall agree stipulating the security requirements of this contract and their subsequent adherence.

The contractor is responsible for the control of keys and equipment issued by Forsyth County. They are responsible for the security of those areas used by the contractor and/or the contractor's staff for



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which keys are issued. The cost of keys or lock replacement as a result of negligence and/or loss of keys are the responsibility of the contractor. The contractor and/or the contractor's staff must abide by the Key Control Policy.

**SS. LEDC ACCESS**

The contractor shall obtain personal identification passes for all employees entering into the LEDC. Passes must be worn while in the facility. The contractor shall keep current, for FCSO inspection, a list of the names, phone numbers and photographs of personnel employed on this contract and provide to the OSCAR as requested or anytime change is made.

**TT. EXCUSABLE DELAYS**

The contractor shall use reasonable diligence to provide a regular and uninterrupted supply of service, but shall not be liable for damages, breach of contract or otherwise, to the FCSO for failure, suspension, diminution, or other variations of service occasioned by or consequence of any cause beyond the control of the contractor, including but not limited to acts of God or of the public enemy, fires, floods, earthquakes, or other catastrophe.

**UU. FORCE MAJEURE**

In the event of a Force Majeure, the Provider (Contractor) shall not be relieved of its responsibility to provide meal services. However, the County will work with the Provider (Contractor) and shall agree to permit reasonable variations in the Provider's (Contractor's) menu cycle and service methods to assist during the Force Majeure. Variation in plate costs shall be borne by the County, but must be documented and justified mathematically to the agreement of both parties. The term "Force Majeure" means any war, riot or other disorder, strike, or other work stoppage, fire, flood, or any other act not within the control of the party whose performance is interfered with, and which, by reasonable diligence, such party is unable to prevent.

**VV. STRIKE PLAN**

The contractor is responsible for establishing a strike contingency plan, which mitigates, as much as possible, the impact of any labor (The contractor and/or the contractor's staff and inmate labor) dispute. This plan shall describe the following;

The contractor is required to notify the OSCAR immediately, in writing, upon learning of a labor strike affecting contract performance and provide daily status updates thereafter. Names of striking employees shall be submitted, in writing, to the OSCAR within 8 hours of the labor strike.

**WW. DAMAGES**





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Damage incurred to the County's physical plant and/or equipment/supplies as a result of the contractor's negligence or intentional misuse/abuse shall be the responsibility of the contractor and shall be repaired or replaced at the contractor's expense.

## XX. COMPLAINTS/GRIEVANCES

Food Service complaints from inmates must be processed as they occur daily by a trained food service staff. Written grievances shall be answered and solved by the Food Service Director in the time frame of the grievance policy of the LEDC. It is expected that the contractor work diligently to get all grievances solved and minimize the potential for inmate litigation.

**This document IS NOT the complete proposal.** To obtain the completed proposal specifications contact Jerry Bates via email [jerryjb@cityofws.org](mailto:jerryjb@cityofws.org), by phone 336-747-6939, or visit the Purchasing Department, City Hall Building, Suite 324, 101 North Main Street, Winston-Salem, NC during regular office hours.

# SELECTION CRITERIA AND METHOD OF AWARD

## SELECTION CRITERIA AND METHOD OF AWARD

Before submitting a proposal, the contractor shall carefully examine the RFP for specifications, be fully informed as to the facility conditions and limitations, include in its proposal sufficient data to cover all items required by the contract.

The contractor shall be selected based on the contractor's written proposals and any requested presentation during interviews. County Staff shall review all proposals and make their recommendations for selection. The primary criteria used in making a selection shall be as follows:

- A. The contractor's demonstrated experience and expertise in correctional facilities. Experience shall include current service in correctional facilities of similar size and volume, as well as experienced of staff, district manager, dietitian, transition team, as well as a local and regional support network.
- B. The contractor's compliance with the food service standards of 10 NCAC 14J North Carolina Rules and Laws Governing the Operations, Surveillance and Monitoring of Jail Facilities,



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National Commission on Correctional Health Care, any local, state, and federal laws, rules, and regulations, perform in accordance with the Food and Drug Administration Standards, Food Code, ServSafe®, and American Correctional Association.

- C. Past history and references. Contractor shall include a listing of references with their proposals, indicating facility locations, business name, and telephone number and email of the facility contact person. This list shall contain at least five (5) current references of past five (5) years, preferably of a size and service complexity comparable to the LEDC.
- D. The contractor's financial stability and condition. (See contents of the business proposal.)
- E. The contractor's development of an operating plan for food service that best meets the stated objectives and need in the performance work statement (PWS) for the LEDC. The operating plan shall include a Quality Assurance Plan and proposed staffing/personnel plan, including qualification of personnel who will be involved in providing services at the LEDC.
- F. Services, number of contract staffing and staffing schedule and menu quality offered for price proposed. Includes nutritional quality, menu acceptability and stated menu standards. The county reserves the right to request samples in the section as part of the evaluation process prior to making an award recommendation.
- G. Compliance with proposal instructions.
- H. The price per meal proposed.

The award shall be made to the contractor whose proposal is determined to be professionally and technically complete. The selection process may, however, include a request for additional information or an interview, which may include an oral presentation, to support the written proposal; the pricing proposal will be considered firm and cannot be altered after the terms after the receipt per the terms of the proposal, unless the County requests an additional financial proposal via a best and final offer. This does not imply a best and final offer opportunity will be available to the contractors.

The county reserves the right to award this contract not necessarily to the contractor with the lowest price, but to the contractor that demonstrates the best ability to fulfill the requirements of the RFP and what best meets the needs of the LEDC. The successful contractor shall be chosen based on the qualification and selection criteria discussed in the RFP to include the PWS section and Operations Standards section.

The contractor shall commence work only after the transmittal of a fully executed contract and after receiving written notification to proceed. The successful contractor shall preform all services indicated in the, negotiated contract, RFP, and the proposal.



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

# **CONTENTS OF THE BUSINESS PROPOSAL**

## **CONTENTS OF THE BUSINESS PROPOSAL**

The business shall provide the following information.

- A. List of bank references, contact names, telephone numbers and emails.
- B. Attach a financial statement, preferably audited, including your organization's last balance sheet, cash flow statement, and income statement, providing at a minimum the following items:
  - a. Current Assets
  - b. Net Fixed Assets
  - c. Other Assets
  - d. Current Liabilities
  - e. Other Liabilities
- C. Name and address of firm preparing financial statement.
- D. Notarized signature attesting this information is true and accurate.

The past performance information must address the following:

- A. Organization Name/Address, Contact Name/Telephone Number
- B. How many months has the organization been in business serving the following populations?
  - a. Correctional populations exceeding 500 adult male/female inmates.
- C. What other or formal names has your organization operated?
  - a. Date of incorporation:
  - b. State of incorporation:
  - c. Identify President (CEO), Vice President, Treasurer and Secretary.



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- D. List the organization and trade categories, in which your organization is legally qualified to do business, and indicate registration or license numbers, if applicable.
- E. Experience:
- a. List categories of work that your organization performs.
  - b. If your organization has experienced any claims and suits; list details.
  - c. Has your organization ever failed to complete any work awarded?
  - d. Are there any judgments, claims, arbitration proceedings, suits pending outstanding against your organization, or its officers or its principles?
  - e. Has your organization or its principles filed any lawsuits or requested arbitration with regards to contracts within the last five years?
  - f. Have any personnel of your organization ever been an officer of another organization when it failed to complete a contract? If yes, provide details.
  - g. Has your organization or any of the principals declared bankruptcy within the past seven years? If yes, provide details.
  - h. List all past and present contracts with Federal, state or local government awarded to you, your organization, or any principle; list contact name, telephone number and email.
- F. List at least five business references, listing facility locations, business name, contact person, telephone number, address, and email.
- G. Proposed transition, readiness and implementation plan in order to be prepared for immediate operations at midnight, July 1, 2019.

The business proposal shall include Pricing for 3 years pertaining to inmate food service and staff meal service. There are 2 options for the inmate meals: 1) 3 hot meals per day and 2) 2 hot meals and 1 cold dinner.

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