

REQUEST FOR PROPOSAL & SAMPLE CONTRACT

FOR

INMATE AND STAFF FOOD SERVICE

RFP # 14-0273



ED MCMAHON, SHERIFF

RHONDA L. SMITH, CHIEF DEPUTY

MARTIN J. ADAMS, CAPTAIN

COUNTY COMMISSIONERS

**WOODY WHITE, CHAIRMAN
BETH DAWSON, VICE-CHAIRMAN
JONATHAN BARFIELD, JR.
BRIAN BERGER
TOM WOLFE**

CHRIS COUDRIET, COUNTY MANAGER

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1. North Carolina Department of Health and Human Services – North Carolina Administrative Code regulations 10A NCAC 14J, Section .0900-.0905, Food
2. Sample Staff Menus
3. Sample Inmate Menus
4. Draft Contract

A. STATEMENT OF INTENT

The New Hanover County Sheriff's Office Detention Facility (hereinafter referred to as **Facility**) intends to solicit proposals from qualified food service management companies in the interest of providing the essential service of preparing and serving food for an Average Daily Population (ADP) of 566 and approximately 125 detention and administrative staff daily. It is requested that this essential service be achieved in a professional and cost efficient manner. Innovative ideas for management of the Facility's food services will be welcomed. The average daily population (ADP) for 2010 was 496, 2011 ADP was 493, 2012 ADP was 569 and 2013 ADP was 566.

The Sheriff's Office's operational goals for the proposed food service contract are summarized as follows:

- The menus must consist of food items which are known to be popular/generally acceptable to the inmates and staff.
- The food must be prepared in accordance with tested recipes and preparation procedures.
- The hot and cold food must be held and transported under optimum temperature conditions.
- The menu and portion sizes must be structured to achieve the visual presentation that the inmate is receiving adequate portions and a full tray.
- All portions must be consistent and in accordance with the menu specifications and minimum caloric intake.

Food has been and will continue to be an important inmate and staff morale issue. In the case of inmates, it is absolutely essential that the food not become the source of inmate complaints and disciplinary problems.

All proposals and any resultant contract must reflect the manner in which the Sheriff's Office and Vendor will achieve and sustain these goals on a consistent basis.

B. DEFINITIONS

1. The term "**Chief Deputy**" as herein used shall be deemed as reference to the New Hanover County Sheriff's Office Chief Deputy or his/her duly appointed representative in the administration of the contract.
2. The term "**Vendor**" as herein used shall be deemed as reference to the successful bidder, contractor, proprietor or corporation receiving an award and entering into a formal agreement under the terms of the bid.
3. The term "**County**" as herein used shall be deemed as reference to New Hanover County, a political subdivision of the State of North Carolina.
4. The term "**Sheriff's Office**" as herein used shall be deemed as reference to the New Hanover County Sheriff's Office.
5. The term "**Chief Detention Officer**" as herein used shall be deemed as reference to the duly appointed representative of the Chief Deputy for the purpose of administering this contract.
6. The term "**Inmate**" as herein used shall be deemed as reference to any person, inmate or detainee in the custody of or incarcerated in any facility operated in whole or in part by the Sheriff's Office.
7. The term "**HU**" as herein used shall be deemed as reference to a housing unit containing individual cells.
8. The term "**Facility**" as herein used shall be deemed as reference to any premises, facility, outbuilding or grounds in or on which the Sheriff's Office possesses the primary proprietary interest. Also, includes any location within the building, outbuilding or grounds.

1.0 **BACKGROUND AND SCOPE:**

The Sheriff's Office Detention Facility operates a 672 bed complex with distinct mission statements:

Detention Facility:

Provides a safe, high security environment for the detention of juvenile and adults awaiting trial; convicted offenders held for sentencing or transfer; persons held for federal court proceedings and prisoners in transit to federal institutions; persons held pending transfer to other jurisdictions; and inmates from other facilities requiring services at the Facility (i.e. medical).

Provides intake processing, screening, and assessment for all arrestees; offer appropriate programs for qualified inmates, including exercise, religious programs, educational programs, substance abuse treatment, and work opportunities within the Facility; and house central administration and specialized health care services.

Weekender Building:

Assures community protection by providing a safe, secure environment for inmates sentenced to the custody of the Sheriff.

Facility Kitchen

The Facility kitchen and shared warehouse was designed and is currently operated to support the Facility. The year-to-date average daily population for the Facility is 566, but in recent months the inmate population has reached 625. The average Juvenile population was 14 for the last three years.

During the 2013 fiscal year, the food service vendor prepared and served 776,623 meals and 91,250 staff meals. The inmate count includes all medical and religious meals. In addition to the above projected total, there are approximately 10,000 sack meals prepared annually for courts, arrest processing and Transportation.

The Sheriff's Office has a predetermined number of beds for inmate workers for various inmate labor roles throughout the Facility to include food service, maintenance, and laundry operations. Food service staff is assisted by inmate workers in each location. The Sheriff's Office makes no promises or guarantees for a minimum number of daily inmate workers.

All food is portioned onto insulated trays and transported on carts to the respective housing units with beverages and service ware/condiments in accordance with the established counts. The Facility will be responsible for

actually moving or supervising inmate workers with the movement of meal carts from the kitchen to the housing units. Officers are then responsible for distributing the trays to the inmates. When all inmates have completed their meal, the Facility will be responsible for supervising the inmate workers retrieving all trays, beverage dispensers and carts to the kitchen for washing, sanitizing and staging for use at the next meal.

With respect to medical and special diets, the following represent normal medical or religious orders:

- No Added Salt
- Low Fat/ Low Cholesterol
- Renal
- Full Liquid
- 1800 ADA
- 2000 ADA
- Vegetarian

The Health Services Administrator advises that other diets may exclude certain foods due to allergies or specify that double portions or nutritional supplement (such as Ensure) be added to meals. In regards to special diets there is an average of 71 inmates per meal. Ramadan and non-meat diets are recognized religious diets and **no pork products are served to inmates.**

There is one staff dining room which provides meals to all staff. Those meal periods and hours of operation are seven days a week, and at the following times:

Breakfast	0730 - 0930
Lunch	1100 - 1400

In addition to the traditional hot entree choice, a soup, salad, sandwiches, desserts and beverages are to be offered at each meal. Cold drink and snack/candy vending machines (which are not part of this contract) are available on a 24 hour-a-day basis.

Therefore, the Sheriff's Office is requesting proposals from qualified Vendors interested and willing to provide food service for the inmates and staff at the Facility. The Vendor will be responsible for all procurement, preparation, serving, clearing and cleaning associated with food service at the Facility. The Vendor will also provide appropriate training and orientation as well as supervisory control from a food service perspective of all inmate labor assigned to the kitchen. The Facility will assign an officer to the kitchen for the purpose of maintaining security.

The initial term of the contract is from **July 1, 2014 through June 30, 2017**, with the option to renew for two (2) additional one (1) year extensions under the same terms and conditions. The Vendor should anticipate serving from 550 to 650 inmates and 125 staff meals daily within the Facility under this contract.

2.0 SCHEDULE:

RFP Advertised/Released by Sheriff's Office	March 6, 2014
Deadline for Pre-proposal Tour/Questions	March 12, 2014 by 5:00 PM
Facility Tour	March 25, 2014 at 10:00 AM
Questions/Requests for Clarifications Deadline	April 1 , 2014 by 4:00 PM
Questions/Answers/Addenda Released	April 8, 2014
Proposals Due Date	April 22, 2014 at 4:00 PM
Mandatory Finalist Contractor Interviews	May 6, 2014
Sheriff's Office Approval/Award	June 2, 2014
Contract Start	July1, 2014

3.0 PROPOSAL INSTRUCTIONS:

Proposals, in order to be entitled to consideration, must be prepared in accordance with the following instructions:

3.1 Examination of Documents

Before submitting a proposal, the Vendor shall:

- Carefully examine the 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. Information and materials not directly related to this contract are to be excluded.

3.2 Pre-proposal Information

Please indicate your intent to submit a proposal by sending an email to lbutler@nhcgov.com or you may also fax your notice of intent to (910) 798-7806. Please include your company's contact information for receiving any addenda issued for this RFP.

A Facility tour will take place at the Sheriff's Office Detention's Facility located at 3950 Juvenile Center Road, Castle Hayne, North Carolina

28429 on March 25, 2014 at 10:00 AM. Attendance for this tour is **OPTIONAL BUT HIGHLY RECOMMENDED** for any Vendor wishing to submit a proposal, who has not previously toured the facility. Vendors should notify Lena Butler at the email address below by March 20, 2014, if they will be present for the tour.

Prior to the tour, vendors are encouraged to submit their questions in writing and email them to lbutler@nhcgov.com no later than March 12, 2014. Answers to questions will be provided on March 25, 2014. Vendors will have the opportunity to submit additional questions regarding this RFP until April 1, 2014.

Answers to all questions will be issued as Addenda and emailed to all Vendors on record. The Addenda will also be posted on the County's website at <http://www.nhcgov.com/Finance/Pages/CurrentBids.aspx>.

3.3 Additional Clarifications

After March 25, 2014, any proposing Vendor with questions or requiring clarification of the information or protesting any provision herein, must submit them in writing to:

Lena Butler, Finance
New Hanover County
230 Government Center Drive, Suite 165
Wilmington, North Carolina 28403

Telephone: 910-798-7190
Facsimile: 910-798-7806
E-Mail: lbutler@nhcgov.com

The deadline for submitting questions is **4:00 P.M. EST, April 1, 2014**. If the Sheriff's Office deems additional information or interpretation is necessary, such information will be supplied in the form of an Addendum.

Such Addendum shall have the same binding effect as though contained in the main body of the specifications. An addendum (if required) and a listing of all questions and answers asked during the above specified period will be released by **April 8, 2014**. Oral instructions or information concerning the specifications or the project given out by County and/or Sheriff's Office managers, employees, consultants or agents to prospective proposers shall not bind New Hanover County or its Sheriff's Office in any way.

3.4 Cost of Preparation of Response

Costs incurred by prospective Vendors in the preparation of the response to this Request for Proposal are the responsibility of the responding Vendor and will not be reimbursed by the County or Sheriff's Office.

3.5 Terms of Contract

The initial contract term will be for July 1, 2014 through June 30, 2017. The Sheriff's Office reserves the option of two (2) one (1)-year extensions. The Sheriff's Office will advise the Vendor in writing no later than January 1st of each year of its intent to extend the contract or its intent to request new proposals to operate its food service program for the next fiscal year.

3.6 Format/Proposal Submission

3.6.1 Submittals - Respondents must submit the original proposal to:

Lena Butler, Finance
New Hanover County
230 Government Center Drive, Suite 165
Wilmington, NC 28403
Telephone: 910-798-7190

Respondent must submit seven (7) complete copies of the proposal to:

Captain Martin J. Adams
New Hanover County Sheriff's Office
Detention Facility
3950 Juvenile Center Road
Castle Hayne, North Carolina 28429

Telephone: 910-798-4219

No later than 4:00 P.M. EST on April 22, 2014

Late proposals will not be accepted.

It shall be the responsibility of the Vendor to ensure that their proposal is received by New Hanover County Finance and the Sheriff's Office prior to the deadline. The County is not responsible for any internal or external delays which may cause any proposal to arrive beyond the stated deadline. To be considered, proposals must arrive at the two locations specified herein and be time stamped prior

to the deadline.

3.6.2 Format

Information not specific to this RFP or performance of this contract should be omitted. Once material and/or an exhibit have been submitted once, it is not necessary to include it again. A simple reference to where the pertinent information and/or document can be found will be sufficient.

Within the proposal, the Vendor must submit, under separate, sealed cover, information regarding population scales costs per meal and statements of per meal costs along with year one pro forma revenues and expenses. This second envelope will not be opened until after the initial proposal review process has been completed.

3.6.3 Presentation Order

The data submitted must be presented in the same order as this RFP. A table of contents must be included indicating page numbers, attachments and appendices.

3.6.4 Form

All proposals should be typed and pages numbered.

3.6.5 Supporting Documentation

All supporting documentation must be pertinent and clearly identified as to the section of the RFP to which it specifically refers.

3.6.6 Proposal Signature

Each proposal must be signed in by the Vendor's authorized representative with his/her usual signature. Proposals by corporations must be signed with the corporate name by one of the officers, followed by the name of the state of incorporation, date of incorporation, and the signature of the president, secretary, or other person authorized to legally bind it in the matter. Proposals submitted by partnerships must be signed with the partnership name by one or more of the partners, followed by the date and state of formation. The name of each person signing shall be typed or printed below the signature. In both cases, the agent for service must be provided. Unsigned proposals will be disqualified.

3.6.7 Modifications

Modifications submitted via facsimile (FAX), telephone, and electronic means, including but not limited to e-mail, in response to the Request for Proposals will not be accepted.

3.6.8 Confidentiality

All bids received are considered public record and available for public inspection after award and execution of contract. According to General Statutes 132 - 1.2, trade secrets contained in a bid may be kept confidential if the bidder, at the time the bid is submitted, designates the secret and requests that it be kept confidential. This right of privacy will be construed as narrowly as possible to protect the interests of the vendor while attempting to maximize the availability of information to the public. Bidders agree to indemnify New Hanover County, its employees, and officers against any costs arising out of a public records request for documents the company claims contain protected trade secrets.

3.6.9 Ownership of Documents

All material received in response to this RFP shall become the property of the County and will not be returned to the vendors.

3.6.10 Proposal Bond

Not required for this project.

3.7 Oral Interviews

Finalist may be required to attend an oral presentation or question/answer session to clarify or elaborate on the written proposal. Vendors are encouraged to introduce key area and/or site specific management candidates at this session.

3.8 Basis of Award

Each Vendor shall submit, as a part of its proposal, complete specifications and detailed descriptions of the services and items it proposes to supply under the Contract. The Sheriff's Office decision to award the contract shall be based upon qualifications of the Vendor and the service operations plan or plans most advantageous to the Sheriff's

Office (operational methods, management services and other pertinent information). Once the candidates have met the minimum points required, the selection shall be based upon a combination of points awarded and the most advantageous price proposal. Neither the County nor the Sheriff's Office is obligated to accept a proposal strictly on the basis of a low per meal cost bid. The Sheriff's Office reserves the right to request a final and best offer.

* 3.9 Withdrawal of Proposal

Bidders may withdraw or withdraw and resubmit their bid at any time prior to the closing time for receipt of bids. No bid may be withdrawn after the scheduled closing time for receipt of bids for a period of ninety (90) days except as provided under G.S. 143-129.1 which allows a bidder to withdraw his/her bid from consideration after the bid opening without forfeiture of his/her bid security if the price bid was based upon a mistake, which constituted a substantial error, provided the bid was submitted in good faith, and the bidder submits credible evidence that the mistake was clerical in nature as opposed to a judgment error, and was actually due to an unintentional and substantial arithmetic error or an unintentional omission of a substantial quantity of work, labor, apparatus, supplies, materials, equipment, or services made directly in the compilation of the bid, which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of the original work papers, documents or materials used in the preparation of the bid sought to be withdrawn.

3.10 Past Practices

The Vendor shall not base its proposal on any past practices that are not clearly defined / described within this RFP.

3.11 Notice of Award

Within thirty (30) days after the notice of award, the successful Vendor shall enter into a formal contract(s) in the approved form. The contract will be for services to begin on or before July 1, 2014.

* 3.12 Mandatory Responses

For mandatory responses identified with an asterisk, please confirm your acceptance per section acknowledging your understanding of that requirement. Whenever there is an asterisk (*) throughout the RFP, the Vendor will be required to respond specifically within its proposal response. Whether there is an asterisk or not, the Sheriff's Office has

assumed that the Vendor unconditionally accepts all of the Sheriff's Office requirements in its response unless the Vendor clearly addresses the specific issue(s) within its response. The Vendor must submit a written statement verifying its understanding and acceptance of this specification.

3.13 Right of Rejection

The County and/or Sheriff's Office reserves the right to reject any or all responses to the Request for Proposal; to select any proposal as a basis for negotiations of a contract; to waive or modify any irregularities in proposals received after notification to Vendor's so affected; to request additional information; and to exercise its discretion and apply its judgment with respect to any aspect of this request, the evaluation of proposals, and the negotiation and award of any contract.

3.14 Cancellation

The County and/or Sheriff's Office reserves the right to rescind award of the contract at any time before execution of the contract by both parties if rescission is deemed to be in the Sheriff's Office best interest. In no event shall the Sheriff's Office have any liability for the rescission of award. The Vendor assumes the sole risk and responsibility for all expenses connected with the preparation of its proposal.

3.15 Mandatory Legal Compliance

The Vendor shall agree to comply with all statutes, ordinances, regulations and requirements of federal, state and local governing bodies applicable to the management/operations of this food service contract. This includes obtaining and paying for all applicable licenses, medical exams and food handler's cards/certificates.

3.16 Mandatory ACA Compliance

It is the Sheriff's Office's intent that the Vendor will meet requirements for ACA accreditation of the food service program and that such standards will be maintained for the remainder of the contract.

3.17 Non-Collusion

The Vendor, by signing the proposal, does hereby warrant and represent that any ensuing agreement has not been solicited, secured or prepared directly or indirectly, in a manner contrary to the laws of the State of North Carolina and the Sheriff's Office, and that said laws have not been violated and shall not be violated as they relate to the procurement or performance of the agreement by any conduct, including the paying or the

giving of any fee, commission, compensation, gift, gratuity or consideration of any kind, directly or indirectly, to any County or Sheriff's Office employee, officer, official or any other vendor or consultant. This clause includes any vendor making or attempting to make contact with any Sheriff's Office or New Hanover County Official without first requesting permission using the process prescribed within this RFP.

3.18 Conflict of Interest

The award of a contract is subject to provisions of all Federal, State and local laws. All firms must disclose within their proposals the name of any officer, director or agent who is also an employee of New Hanover County Sheriff's Office and/or New Hanover County. Further, all firms must disclose the name of any Sheriff's Office employee who owns, directly or indirectly, an interest of ten percent or more in the firm or any of its subsidiaries or affiliates.

3.19 Contract

A formal written contract, with specifications, will be entered into between the parties. The proposal, or any part thereof, submitted by the successful Vendor may be attached to and become a part of the contract awarded by the County. After selection of the successful Vendor, a formal written contract basically encompassing this RFP, the Vendor's proposal response, and all other relevant documents/correspondence will be drawn by the County and will not be binding or in force until signed by both parties and approved by New Hanover County's legal counsel.

3.20 Equal Opportunity

The Vendor shall not discriminate because of race, color, religion, sex, age, national origin or disability as defined and prohibited by applicable law, in the recruitment, selection, training, utilization, promotion, termination or other employment-related activities concerning employees of the food service program. Vendor, by submitting its proposal response, affirms that it is an equal opportunity employer and shall comply with all applicable federal, state and local laws and regulations.

3.21 Authority to do Business in North Carolina

Any Vendor selected to provide Sheriff's Office food service not incorporated under the Laws of North Carolina must furnish from the North Carolina Secretary of State, a copy of its certificate of authority to do business in the State of North Carolina.

4.0 Vendor Information Requirements

In order to be considered for this contract, the proposing Vendor must have a minimum of five years' experience operating similar type and size detention facilities (list of facilities must be provided with points of contact). Limit the scope to surrounding states. In addition, the Vendor must certify that it has had a minimum of two years' experience with comparable type and size operations. ***A statement attesting to these facts must be included within the proposal response. In addition, the following information must be included in each proposal.*** The information will give the Sheriff's Office an overview of the Vendor's business operation.

<u>Questions</u>	<u>Answers to Cover</u>
4.1 <u>Headquarters Office</u>	
4.1.1 <u>Location</u>	Street Address, City, State, Zip Code, Phone Number
4.1.2 <u>Services available</u>	Describe
4.1.3 <u>Financial Considerations</u>	
Ownership	Private (furnish most recent CPA's audited financial statement and tax return) or public (furnish annual report)
Credit rating	Bank, credit rating services or other letter of reference
Credit guarantee	If applicable, will parent guarantee subsidiary's debts throughout life of contract?
Bankruptcy declaration	State whether there has been any form of bankruptcy or creditor protection within the past ten years.
Accounting procedures	Describe
Audit control	Example

Lawsuits/Outcome	Describe the number, type and amount paid out for each case filed within the past ten years. The state, court jurisdiction and case number should be supplied for each. Designate the person to be contacted for receipt of all legal claims and explain the process for handling each case or complaint.
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4.1.4 Management

Background of top management	Describe education/experience
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Degree of participation	Describe 0% to 100% with local operations
-------------------------	---

References	List of comparable type/size accounts and contracts as well as the duration of each.
------------	--

4.1.5 Organization Structure

Form/History	Legal organization, classification and recent history relative to form, and significant ownership changes.
--------------	--

Majority/principal owners	List all with 5 percent or more ownership positions.
---------------------------	--

Area of activity	Business segment and geographic location(s)
------------------	---

Total number of operations	Number of corrections related units and annual gross sales.
----------------------------	---

Structure of national	Specific to food service, the supervision number of regions.
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Span of control	Levels of management
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4.1.6 Operating Procedures

Have effective written	Yes or No. Describe operating procedures and provide relevant samples.
Purchasing	Is purchasing handled by headquarters or by each location? Describe.
Accounting	Is the accounting system computerized? Describe. Is staff available for cost analysis, research?
Invoicing and Payment	Are accounts receivable/payable handled by headquarters or by each location? Describe.
Communication	How often are local operations visited and by what level of management? What is the nature of support and supervision of local operator? What is the nature of support and supervision of local operator?

4.1.7 Personnel Relations

Fringe benefits program	Describe fringe benefit programs offered, <u>eligibility and costs</u> which must be borne or shared by the employee and dependents.
Recognition program	Are there incentive or recognition programs? Describe.
Profit sharing	Explain
Retirement plan	Describe, including cost of program

4.2 Regional Office

4.2.1 Location

Street Address,
City, State, Zip Code,
Phone Number

4.2.2 Services Available

Describe

4.2.3 Management

Staff Backgrounds

Describe education, experience
and length of service with this
organization.

Degree of participation

Describe 0% to 100%

References

List of all current, comparable
detention facility accounts with
position/title, name, address and
phone number of client contacts.

List of all former, comparable
accounts and position/title, name,
address and phone number of
client contacts within the past five
years.

Vendor must specify that all client
contact names are accurate and
that these persons can provide
an accurate performance
assessment.

4.2.4 Organization Structure

Area of activity Geographic
location(s)

Total number of operations

Number of units and annual
gross sales

Structure of regional

Areas covered supervision

Span of control

Ratio of regional supervisors to
Operations

4.3 Proposed Sheriff's Office Operation

4.3.1 Management

Background of General
Unit Managers

Experience/include resumes and
which are either for your specific
candidates or represent the
educational and experience
background of who might be
assigned

5.0 **RESPONSIBILITIES OF THE SHERIFF'S OFFICE**

5.1 Use of Capital Equipment/Space

The Sheriff's Office will permit the Vendor to use the capital equipment which the Sheriff's Office deems necessary for food service and related activities. Given proof of adequate maintenance (see RFP specification 6.7.1), the Sheriff's Office will replace equipment it has provided as it deems necessary, considering the average life of the equipment as determined by the manufacturer as well as any extraordinary circumstances. Any Vendor purchased equipment shall become the property of Sheriff's Office upon contract termination.

5.2 Utilities

The County shall provide all utilities including local and long distance telephone service necessary for the performance of food service operations. The Sheriff's Office shall not guarantee an uninterrupted supply of water, electricity, gas, heat, air conditioning or phone service, however, will be diligent in restoring service following an interruption. Local and long distance telephone service will be arranged and provided for via the Sheriff's Office telephone company. Sheriff's Office, upon request, retains right to audit all phone charges for security purposes.

5.3 Jail Management Computer Access

The Sheriff's Office manages its inmate population through an electronic Jail Management System (JMS). The Vendor will be allowed access to JMS for the purposes of obtaining inmate counts and special medical or religious diets for serving the inmate population.

5.4 Ingress/Egress

The Sheriff's Office will provide ingress/egress, subject to security requirements, for the Vendor's employees via the designated entry ways at the Facility.

5.5 Office Space & Furniture

The Sheriff's Office will provide the designated office space and the following furniture for the Vendor.

- Desk
- File cabinets
- Chair for desk
- Visitor's chair
- Book shelf

Locking devices (subject to Sheriff's Office approval and emergency access to combinations and/or keys) for the lockers must be supplied by the Vendor and/or Vendor's employees. Any other furniture and/or equipment for the offices must be provided by the Vendor. Due to key control regulations, such equipment must be inventoried and a copy of the inventory provided to the Chief Detention Officer.

5.6 Contract Administration

The administration and management of this contract for Sheriff's Office is the direct responsibility of the Major. The Major has delegated day-to-day responsibility for contract administration/communication to the Chief Detention Officer of the Support Section of the Detention Facility or other persons so designated. No adjustment in the level of service, rate of per meal compensation or any other matters concerning the terms of the contract may be made without the express written consent of the Sheriff or Major. The Sheriff's Office will retain control of the quality, extent, and general nature of its food service.

6.0 **RESPONSIBILITIES OF THE VENDOR:**

6.1 Daily Meal Production Requirements

Meals for all areas will follow a cycle menu consisting of breakfast, lunch and dinner of no less than four weeks duration.

SPECIAL NOTE: Staff not offered a meal service will have access to vending machines which are provided by another Vendor on a 24 hours-a-day basis.

6.2 Purchasing

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6.2.1 Specifications

The Vendor must, in the primary binder of its proposal, provide the minimum purchasing specifications to be used in the purchase of all food products and disposable service ware. The specifications provided should address the levels of quality, grade, size, pack, count and all other relevant information. The Sheriff's Office must approve, in writing, any changes from the stated specifications.

Unless the Vendor can prove that different specifications can meet the minimum nutritional and caloric count standards included herein, all food purchased for use under this contract shall meet at least the following minimum specifications:

- Beef, veal and lamb shall be of at least USDA Good. The fat and/or soy content of all ground meat products to be used cannot be in excess of 20 and 6 percent respectively. All breaded products must have a product weight of 3 oz. before breading.
- Sandwich meats: (SEE USDA SANDWICH MEAT SPECIFICATIONS #801-805). No pork products are permitted. No meat by-products, cartilage blood vessels or other non-meat products may be added. No more than 10% water or other fillers may be used. All sandwich meats must be purchased in pre-sliced 1-oz portions.
- Poultry shall be at least USDA Grade B. Chicken quarters can be no less than 8 oz. raw weight. Legs or thighs must be 6 oz. minimum raw weight. All breaded products must have a product weight of 3 oz. before breading.
- Canned fruits and vegetables shall be at least USDA Grade C (or standard).

- Frozen fruits and vegetables shall be at least USDA Grade B.
- Fresh produce shall be at least USDA No. 2. Some minimum counts are as follows:

Apples	113
Oranges	113
Bananas	100-125 count
Pears	90-100

The Vendor may serve comparable portions of other fresh fruits.

- All fruit-based drinks must be fortified with vitamins C and D.
- Dairy products shall be at least USDA Grade A. (Butter may be substituted for margarine when it is a commodity item.) 2% fresh
- Milk fortified with Vitamins A and D shall be served as a beverage. Dry/powdered milk may be used in cooking/baking.
- Eggs shall be at least USDA Grade B Medium.
- If available, fresh fish and seafood are preferred. Frozen fish and seafood must be a nationally distributed brand, packed under continuous government inspection. All breaded products must have a product weight of 3 oz. before breading.
- Bakery products - A minimum of 60 percent whole-grain products must be used. Day-old breads may be purchased but must be used within 48 hours or frozen until the time of use. If frozen, all bread products must be clearly marked with the date received and used within 30 days.

The vendor may not purchase "second market" and/or distressed food items without the prior written approval of the Sheriff's Office and be accompanied with a registered dietician certifying that the product is an acceptable menu substitution as defined herein.

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6.2.2 Surplus Food Usage

It is to the Sheriff's Office's fiscal advantage that the Vendor use its best efforts to maximize the use of Federal Government Surplus Commodities for those meals meeting National School Lunch Program specifications and, if available for general inmate meals. Subject to the provisions within RFP specification 6.20, the Vendor shall provide for the utilization of federally supplied commodities which shall be strictly accounted for and used only for the benefit of the Sheriff's Office food service operation to the **maximum** extent allowed. The liability for proper use and accountability for these commodities shall be the responsibility of the Vendor. Surplus food must be ordered and stored by the Vendor in the appropriate designated storerooms and/or Sheriff's Office approved Vendor leased storage space in the local area. The Vendor will submit its quarterly orders no later than the time and date specified to the designated Chief Detention Officer or their designee for review and approval prior to forwarding same to the:

Food Distribution Division
State of North Carolina
P.O. Box 659
Butner, NC 27509-0659

The Vendor will pay the Sheriff's Office, in the form of a credit against meal charges, the State of North Carolina approved wholesale value of the surplus commodities less the amount of actual shipping/handling fees incurred for picking up and transporting the surplus foods.

The Vendor will submit copies of the State of North Carolina purchasing receipts (if received during that period) and vendor prepared inventory/period usage report (showing beginning inventory, receipts, usage and ending inventory along with the State of North Carolina approved wholesale value (by item and extended) to the designated Chief Detention Officer or their designee with its billing to the Sheriff's Office. In the event that spoiled commodities are received by the Vendor, the State of North Carolina Food Distribution Division is to be notified and disposition handled in accordance with their instructions. Copies of all disposition records are to be forwarded to the Chief Detention

Officer or their designee in order for a credit to be made to the Vendor's commodity usage records.

A four (4) month estimate of surplus food usage must be submitted to the Chief Detention Officer or their designee no later than the fifteenth of November, March and July each year for purposes of ordering (dates subject to change).

Within its proposal response, the Vendor is to propose a plan outlining its process and methodology for maximizing the use of commodities. Within that response, the Vendor should provide evidence (average commodity food cost per meal, etc.) of its success in using commodities in other comparable accounts.

6.2.3 Receiving

The Vendor will be responsible for receiving all goods at the Facility's secured loading dock between the hours of 7 A.M. and 2 P.M. Monday through Friday. A Sheriff's Office employee must open and lock all doors as well as be present during the entire delivery process. The Vendor should encourage other Vendors not to deliver when a meal portioning/tray delivery process is underway.

One Sheriff's Office owned pallet jack is available for the Vendor to use in moving its supplies from the loading dock to the appropriate storage areas. However, the following conditions must apply to use of that pallet jack:

- The pallet jack shall not be overloaded. This may require reloading the pallets.
- The Vendor will be liable for any damage caused through careless pallet jack handling by its employees and inmate workers under its supervision.

Inmates are allowed access to the loading dock to assist with deliveries with supervision of Vendor **and** Sheriff's Office staff.

Due to security concerns, the Sheriff's Office requests that the Vendor attempt to schedule the same individual(s) to receive vendor deliveries. No other vendor personnel should be in this area other than for supervision or trash disposal purposes. No Vendor personnel and/or visitors are to use the loading dock/security door area as an ingress/egress point to the Facility.

6.2.4 Salespersons

The Vendor should encourage all salespersons to call at their district/area offices. No salesperson will be permitted in any secured portion of the Facility. If a salesperson must call on the Vendor's manager, the appointment must be set up for the manager to meet the salesperson in the public reception areas. [The Vendor shall minimize the use of this area as much as possible.] Note: Exceptions will be made and authorized for equipment repairs, deliveries or installations.

6.2.5 Storage

The Vendor must provide for the correct handling, prompt storage and first in/first out rotation/issue of food items purchased for use in the Facility. The date of receipt must be clearly marked on each product and sorted that it is clearly visible. Products which have been frozen in excess of one year and/or are past the manufacturers/processors established or implied pull/freshness expiration date may not be served.

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6.2.6 Inventory

The Vendor must provide a statement as to how often a physical inventory of processed and non-processed food and supply items will be taken. The method for conducting the inventory and the disposition of the data collected must be explained in detail. Access to these inventories must be made available to the Chief Detention Officer or their designee at any time upon request.

6.3 Menus

The Vendor will supply a minimum of two hot and a maximum of one cold meal per day for all inmates. No cold meals will be permitted at the dinner meal unless approved by Chief Detention Officer or their designee. On the days a hot breakfast is served, a cold lunch may be served as long as it remains within the nutritional/caloric guidelines spelled out in this agreement.

The Sheriff's Office will utilize the Facilities Advisory Board for the development and review of menus for the inmate population and staff.

Staff and inmates will be served holiday meals for Easter, Thanksgiving and Christmas.

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6.3.1 Cycle

A representative 28-day cycle breakfast, lunch, dinner and sack meal-of-the-day menu for the Facility must be submitted within the Vendor's proposal. These menus must be adhered to and meet all North Carolina Department of Health and Human Services – North Carolina Administrative Code regulations (10 NCAC 14 J, Section .0900-.0905), American Correctional Association (ACA) 4th Edition Standards for Adult Local Detention Facilities (June 2004), ACA Local Detention Facilities 2010 Supplement Update and National School Lunch Program Requirements (2006) for food service in accredited corrections facilities. A copy of the NCAC 14J regulations will be provided to a representative of each company at the meeting and facilities tour. In the event of conflict between the three, the most stringent requirement will prevail.

At a minimum, the National School Breakfast and Lunch Program minimum menu specifications must be met. The intent of the Sheriff's Office is to offer a high quality of nutritious food items that will appeal to Juveniles in the custody of the Sheriff. The menu should take into account the ethnic origin of this population. In addition, there should be a far greater number of whole muscle/unprocessed meat/fish items rather than those with ground and/or processed meat/fish content. No hot or cold drinks with caffeine may be served to youth. Finally, a menu must be assessed and periodically revised to successfully meet the dietary preferences of the youth per the process prescribed for all National School Lunch Program participants.

The menu must have a sufficient number and quantity of food items to fill each tray cavity. The intent of this clause is to structure a menu which will achieve the goal of presenting the inmates with adequate portions and a full tray. In addition, it is the Sheriff's Office intent to structure a nutritionally correct menu that the majority of the inmates will actually eat.

6.3.2 Minimum Menu Requirements

The Vendor will provide eight ounces of 1% milk at breakfast and lunch daily. Four ounces of fruit juice (not fruit drink) must be served a minimum of three times a week at breakfast.

The Vendor must provide whole meat chicken at least once a week.

6.3.3 Contingency Meals

The Vendor will be required to provide food service at no additional cost to the Sheriff's Office in the event of lockdowns, riots, fire, power failure, severe weather conditions or other events that would cripple the normal operations of a detention facility. In the event of an emergency, at a minimum the Vendor must maintain on-premises inventory and food service staff sufficient to prepare and serve five (5) days of scheduled meals in case of emergency. The Vendor will be required to submit a Sheriff's Office approved contingency plan which will address the manner in which a nutritionally equivalent menu can be provided, so as to meet this requirement, within thirty (30) days of assuming the contract.

6.3.4 Menu Substitutions/Changes

A log detailing all full or partial menu substitutions must be maintained for the Sheriff's Office's food service program. The reasons for temporary changes or last minute substitutions must be clearly stated and submitted no less than monthly (or per accounting period) to the Chief Detention Officer or their designee. Permanent changes in the planned menu shall be noted in writing on the menu in the kitchen. The corrected menu must be approved in writing by the Chief Detention Officer or their designee prior to implementation. All substitutions and permanent changes must be certified as being nutritionally comparable by a registered dietitian.

Documentation of menus as they are actually served must be maintained as verification of providing a nutritionally adequate diet. The vendor must submit such documentation weekly to the Chief Detention Officer or their designee.

6.3.5 Menu Posting

Appropriate menus shall be posted one week in advance in the Facility HUs (or security post) and staff dining room.

6.3.6 Therapeutic Diets

Therapeutic or restricted diets must be available upon medical authorization. Specific diets must be prepared and served to inmates according to the orders of the attending physician or dentist, or as directed by the responsible health authority official. Medical diets, verified by a registered dietitian, must be specific and complete and will be furnished in writing to the Vendor. Restricted diets must conform as closely as possible to

the food served other inmates. The source book to be used is the Nutrition Care Manual with subscription update service published by the American Dietetic Association or comparable source which will be subject to the approval of the Sheriff's Office. Medically prescribed nourishments (such as Sustacal) and snacks must be served upon request.

6.3.7 Religious Diets

Religious diets must be approved by the Chief Jailer or designee and will be submitted in writing to the Vendor. Religious diets should be simple and conform as closely as possible to the food served other inmates. However religious diet requests and/or the times they are served may increase for or during specific religious holiday periods. Prepackaged meals are not acceptable.

6.3.8 Vegetarian Diets

Vegetarian diets must be provided to all inmates who request in writing to the Vendor, and have them approved by the Assistant Division Commander (ADC) or designee.

6.4. Nutrition Requirements

6.4.1 Menu Certification

Menus must be reviewed and certified by the Vendor's Registered Dietitian as adjusted for age, sex and activity according to the Recommended Dietary Allowances (RDA) stated by the National Academy of Sciences. In addition, the menus must conform as closely as possible to the United States Department of Agriculture (USDA) guidelines for food composition especially those relative to the amount of fat, cholesterol, sodium and dietary fiber. Toward that end, the adult inmate menus proposed must contain no more than 5,000 mg. sodium and 30 percent fat. The menus must conform to all applicable USDA National School Lunch Program menu specifications. The Vendor must provide to the Sheriff's Office written certification of this review for each cycle menu prior to implementation.

Minimum nutritional documentation is required for all menus. The format may vary with computer programs but the data must be complete. At a minimum, the analysis must provide weekly and total cycle summaries and list all RDA vitamins and nutrients as well as total and saturated fat (cholesterol), sodium and fiber contents. Any Sheriff's Office contract award will be subject to the

winning proposer submitting the specified nutritional documentation and number of food group servings with Registered Dietitian's certification for the menus submitted for Sheriff's Office approval.

6.4.2 Sack Meals

Sack meals must contain approximately one-third of the minimum daily nutrition requirement.

6.4.3 Daily Calorie Requirement

The minimum daily calorie requirements for all (not including therapeutic/medical diets) inmates in the custody of the Facility shall be 2,100-2,500.

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6.4.4 Staff Meals

Staff meals which meet or exceed the minimum standards outlined below are to be provided in the staff dining room.

Breakfast	0730 - 0930
Lunch	1100 - 1400

In addition to the traditional hot entree choice, a soup, salad, sandwiches, desserts and beverages are to be offered at each meal. Cold drink and snack/candy vending machines (which are not part of this contract) are available on a 24 hour-a-day basis.

- A choice of one entree is to be offered. The entree does not have to be the same as that offered on the regular inmate menu. Each entree is to be accompanied by one starch and one vegetable choice.
- A salad bar with tossed greens/vegetables, three fresh vegetables, three canned vegetables, one meat or fish protein, two fresh fruits, two canned fruits, two types of cheese, four salad dressings (one must be low or no fat) and no fewer than three dry toppings (croutons, sunflower seeds, Chinese noodles, imitation bacon bits, etc.).

- A minimum of two pre-made items on the salad bar.
 - Turkey breast
 - Roast beef
 - Pastrami
 - Tuna
 - Chicken salad
 - Cheese
 - Egg Salad
- Peanut Butter and Jam is to be available daily.
- Individual butter and margarine packets are available.
- Desserts (a minimum of two choices)
 - Fruit pie
 - Cream/custard pie
 - Cake
 - Brownie/bar type
 - Cookie
 - Fresh fruit
 - Ice cream or sherbet
 - Real banana pudding
- Beverages
 - Milk (skim and 2%)
 - Iced tea (Sweetened and Unsweetened)

Within its proposal response, the Vendor is to submit a representative one-week staff menu with portions.

The Vendor is responsible for cleaning and sanitation of the staff dining room, throughout the meal service period.

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6.4.5 Staff Dining Room Equipment/Decor Improvements

It is important for the Sheriff's Office to offer a staff dining program (relative to menu and equipment/facilities and atmosphere/decor) which will achieve and sustain a high level of participation. The Vendor is to propose what equipment and/or decor improvements it would make to the staff dining room (service and dining area) to improve the menu, service levels and atmosphere. With respect to RFP specification 6.10.2, the costs (if any) for the improvements, must be separately identified in the per meal price.

6.4.6 National School Lunch Program

The Vendor must maintain compliance with this program to include maintaining all required and necessary records and related documents to support this program. The Sheriff's Office shall have sole authority to make Claims for Reimbursement under this program with the State of North Carolina.

6.5 Food Preparation

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6.5.1 Method of Preparation

All inmate food production is to take place in the Facility's kitchen. All food items are to be prepared by Vendor staff pursuant to the Sheriff's Office's policies and procedures statement below:

6.5.1.1 Inmate workers may not be permitted to prepare food.

6.5.2 Recipes

A file of tested mass production recipes adjusted to a yield appropriate to the size of the facilities must be utilized and maintained. Within its proposal response, the Vendor must certify that it has such recipes which have been tested and are readily available to use. Specific evidence that there are such recipes to match the proposed cycle menus must be presented at the interview.

6.5.3 Portioning

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6.5.3.1 With respect to the menus, all food portion sizes shall be the cooked weight or shall be specifically identified as raw weight. Meat portions in casserole or combination dishes must be listed. The contents for all sack or box meals must be clearly indicated by item and weight. All portions must be listed on the menus which are submitted in the proposal response. They must include the number and portion size of condiment package/ serving that will accompany each meal.

6.5.3.2 All foods not already pre-portioned must be served using properly sized, appropriate serving utensils. The Vendor's portioning and serving procedures must be written and consistently executed so that each inmate receives no less or more than the portions specified.

6.5.3.3 All foods are to be portioned using the designated trays. "Lockdown" inmate meals are to be portioned into "clam shell" Styrofoam meal containers within the facility.

6.5.3.4 Condiments - Such as salt, pepper, catsup, mustard, relish, salad dressings and others must be in individual disposable packets/containers and served on each inmate's tray. Condiments may not be handled or distributed by housing unit inmate workers. Bulk commodity butter, if available, may be used for inmate meals.

*

6.5.4 Disposables/Expendables

The Vendor will furnish all paper, plastic ware (including spoons), sacks, boxes, paper towels and hand soap for use in the Facility. All necessary equipment to include disposable facial / hair nets and or hats, disposable plastic gloves and rubber boots for use by inmate workers (to include all serving lines) and staff dining room must be supplied by the Vendor. Specifications for disposables must be included in the Vendor's proposal. The Sheriff's Office reserves the right to request that samples of all or certain specified disposables be submitted prior to vendor selection.

* 6.5.5 Quality Assurance

The Vendor, within its proposal, must provide the Sheriff's Office with a comprehensive quality assurance program and the planned frequency of use concerning the purchase, delivery, storage, preparation and delivery of food for all areas on a per meal/per day basis. Special attention will be paid to the manner in which the Vendor implements and maintains staff training programs in the areas of inmate worker supervision/communications, proper food preparation/handling and equipment sanitation.

* 6.5.6 Production Control Techniques

A computer driven food production management software system is to be utilized for this program and used to produce recipe. Such a system must clearly identify the total amount of ingredients required so that the Sheriff's Office can easily audit this portion of the production cycle. A copy of the proposed computer program must be submitted within the proposal.

6.5.7 Sulfites

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

6.6 Food Delivery and Service

The movement of food/dirty tray carts and personnel within Facility must adhere to the rigid security guidelines established and periodically changed by the Sheriff's Office.

6.6.1 Meal Delivery

The Vendor is to portion, assemble, load onto designated carts and label the exact number of trays required (including medical diets) to serve each housing unit. With the exception of whole fruit and bulk/packaged beverages, all food items are to be placed on the trays. The object of this specification is to eliminate the need for staff or inmate workers having to portion other food items or reassemble the trays once they are delivered to that housing unit. The trays (if applicable, including those designated in RFP specification 6.6.3) and beverage dispensers are to be placed on carts which will be taken to each unit.

The exact counts for each housing unit can be accessed by accessing the appropriate screens/information within the Jail Management System. The Facility will be responsible for the delivery of all food carts to each housing unit. From the time the carts leave the kitchen and are received at the designated housing unit by an officer, the Facility must maintain constant control over the meal carts. At no time are inmate workers to be delegated this responsibility without supervision. The Facility will not make payment for meals that are spoiled or unwholesome at the time of delivery; do not meet detailed specifications of approved menus, proper temperatures or do not otherwise meet the requirements of the contract.

6.6.2 Medical Unit and "Lockdown" Meals

The appropriate numbers of regular and medically prescribed diets are to be delivered to the housing unit or medical area.

In the Facility, there will always be a certain number of inmates in a "lockdown" or maximum security status. The Vendor will portion the hot and cold food into separate disposable Styrofoam containers and label them with the inmate's name or system number.

6.6.3 Court/Intake/Sack Meals

Intake Staff is to contact the Vendor at approximately 2:00 P.M. daily to provide the sack meal order for the next day. The sack meals must be prepared and delivered to Intake no later than 6:00 A.M. the next day.

6.6.4 Food Temperatures

All chilled food must be served at no more than 40 degrees F. and hot food at no less than 140 degrees F. and no higher than 180 degrees F.

6.6.5 Meal Utensil

All inmates are to receive a plastic spoon with each meal.

6.6.6 Meal Beverage Cup

Bulk service beverages (such as fruit juice and fruit drink) are to be served in 8 ounce plastic cups supplied by the vendor unless Styrofoam is requested for medical or security reasons.

6.6.7 Meals Served Form

The Vendor must develop and, subject to Facility approval, utilize a form or billing statement which provides the following information on a per meal/day and per week basis:

- The number of inmates by housing unit
- The number of trays/inmates served by special/medical diet
- Adjustments, i.e., call backs or more inmates served than called for from the daily population report
- The number of sack meals ordered and delivered to Intake.

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6.6.8 Meal Transmittal & Evaluation Form

The Vendor shall develop and submit within its proposal a Meal Transmittal & Evaluation form for Detention staff to utilize at Sheriff's Office discretion. This form is to show the number of regular meals, number and type of special/medical diets and the total number of inmates reported to be in that housing unit. Where applicable, the form must provide for the receipt and return of any service ware, (such as bulk beverage containers and insulated tray straps), such accountability as required in Section 6.6.6 of this RFP. In addition, the transmittal form is to include a meal quality assessment space where the officer-in-charge is to evaluate the meal (for such factors as appearance, temperature, portions, completeness of tray, adherence to menu and overall acceptance by the inmates, etc.), note significant inmate comments and provide any other pertinent information which would be helpful in determining if all or portions of that meal can continue to be successfully served. Space for the officer's name and signature is to be provided. These forms are to be maintained by the Vendor and are to be readily accessible to the Chief Detention Officer or designee for review.

6.6.9 Food Delivery/Service Liability

From the time the food leaves the kitchen until it reaches the housing units and is received by an officer, the Vendor will be held accountable for assuring that each inmate receives a tray and the specified portions of all menu items. The Vendor will assume full fiscal responsibility for any damage incurred in the Facility due to its employee's negligent handling of carts and related equipment.

The Vendor is to report all significant and/or recurring food delivery/service problems encountered in transit to the units to the Chief Detention Officer.

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6.6.10 Date Codes

A code system must be submitted within the proposal to date all sack meals to prevent consumption of dated/spoiled foods. After twenty-four (24) hours, all unused sack meals must be discarded.

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6.6.11 Security

The Vendor's attention is called to Section 6.11 of this RFP concerning security. With respect to the use of inmate workers, the Vendor is to acknowledge and submit detailed descriptions of:

- Selection criteria for all on-site staff having direct or indirect contact with inmate food service workers as well as inmates assigned to the various housing units.
- Policies and procedures specific to kitchen, serving line and meal transport functions.
- Methods to be used in assuring the Sheriff's Office that the Vendor's policies and procedures are consistently met.
- Specific methods to be used in assuring the Sheriff's Office that no Vendor personnel are engaged in passing contraband (weapons, drugs, tobacco and other related illegal items) to the inmates.
- Specific methods to prevent kitchen and serving line inmates from gaining access to and possession of any food, supplies and kitchen equipment/utensils which are capable of being used as a weapon or made into an illegal substance.

- The manner in which all sharp instruments/utensils (such as knives, forks, spatulas, peelers, etc.) will be issued and controlled while in use and accounted for prior to the end of the day or change in inmate worker crews. Approved shadow board shall be used.
- Policies and procedures specific to the kitchen for the accountability and **immediate** reporting of any missing or damaged sharp instruments/utensils (such as knives, forks, spatulas, peelers, etc.) to the posted kitchen supervisor.

6.6.12 Cart/Service Ware Return

All drink cups, inmate trays and service trays from housing units shall be returned to the kitchen on the cart used to deliver same. Food on extra trays (i.e., not served to inmates) will not be returned to the kitchen.

6.7 Equipment & Facilities

The Vendor shall warrant that it will take all reasonable and prudent measures necessary to assure the Facility that its equipment is being properly used and maintained. The Vendor will have direct responsibility for the care and reporting maintenance of the equipment in the Facility kitchen, serving areas, inmate dining area and staff dining room. Maintenance requests will be promptly reported via email to the Chief Detention Officer or designee.

6.7.1 Inventory Procedures

The Vendor and Sheriff's Office shall jointly inventory, at least semi-annually, all Sheriff's Office owned capital equipment under the Vendor's direct control. As part of this inventory, a general assessment as to the condition and expected useful life of each item will be made. The Vendor will be liable for the replacement cost for all unaccounted items.

6.7.2 Vendor Purchased Equipment

Vendor purchased equipment determined by the Sheriff's Office to be nonproprietary will, upon contract termination, become the property of the Sheriff's Office. A separate list of all Vendor supplied equipment must be maintained and submitted to the Sheriff's Office annually.

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6.7.3 Smallwares

The Sheriff's Office will permit the Vendor to use whatever smallwares are available in the Facility. The vendor must, however, purchase all other smallwares necessary to serve no less than 125 percent of the average daily inmate and staff population projected for each contract year by the Sheriff's Office. Once such a par-stock inventory level has been agreed to, the Vendor will, at its expense, purchase, maintain and replace all smallware and service ware no less than monthly. Additionally, the vendor will provide and replace all sanitation and janitorial equipment, smallwares and to include facility approved food trays.

Per RFP specification 6.10.1, the cost for the initial and estimated ongoing purchases of smallwares is to be reflected in the proposed per meal price.

6.7.4 Vehicles

Any vehicles required by the Vendor in the execution of this contract, shall be purchased, used and maintained at its own expense. The Vendor must assume full responsibility for all maintenance and repairs, fuel, licenses, insurance, and all other necessary/mandated costs.

6.8 Janitorial

6.8.1 Garbage

The Vendor shall remove all recyclables and trash to the appropriate bins and compactor/dumpster at the respective designated loading dock. Recyclable materials must be processed (i.e., cardboard boxes broken down, cans washed, etc.) in accordance with Sheriff Office procedures. The Vendor will ensure that garbage is removed whenever any trash containers are full, at the end of a meal period or at the end of the work day.

Inmate workers may be utilized for this task with Sheriff's Office supervision.

6.8.2 Cleaning

The Vendor will be responsible for all day-to-day cleaning as well as a posted night time scheduled major cleaning of all areas of the kitchen, inmate dining area and staff dining room assigned to the Vendor including walk-ins, storerooms, freezer, dish room, employee break rooms, employee restrooms and office. All cleaning must be performed in conformance with local health/sanitation mandates as well as all applicable food service industry best practices.

6.8.3 Personal Hygiene Facilities

The Vendor is to supply hand soap, paper towels and toilet tissue for all staff and inmate restrooms and hand washing sinks in the kitchen and staff dining room. Hairnets and gloves will be disposed of after each use.

6.9 Personnel and Supervision

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6.9.1 Selection and Hiring

All personnel being considered for hire by the Vendor must adhere to the Sheriff's Office screening process for contracted employees and background records check.

The Sheriff's Office reserves the right to exclude potential or expel any incumbent vendor management and staff personnel by revoking their security clearance without notice for any reason.

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6.9.2 Staffing

The Vendor must staff its operations with the optimum number of employees at all times for the efficient operation of the Facility. Currently there are six (6) full time employees. One employee is dedicated to staff dining. *Detailed staffing charts showing scheduled hours for each person by position must be submitted with the primary proposal.* Any subsequent reductions in the total number of hours proposed must be approved in writing by the Chief Detention Officer or designee prior to implementation. *In addition, a separate staffing chart showing the number of inmates requested for each work component (i.e kitchen, staff dining room, etc.) must be submitted. All staff positions vacant for 30 days or more are to be reported to the Chief Detention Officer or designee and a credit issued to the County reflecting the salary and benefits*

for that position until it is filled.

6.9.3 Wages & Benefits

Proposed wage rates for all on-site management and staff classifications must be included in the primary proposal. Proposals with wage rates which do not meet prevailing wages for comparable positions within Wilmington and New Hanover County will be rejected.

With reference to Section 3.0, the proposing Vendor shall submit copies of all employee benefits plans including medical insurance, pension, dental (indicate if there are minimum eligibility and/or premium and use co-pay requirements for any of the three), paid sick leave, paid holidays and paid vacation periods and any other benefits for its on-site management and staff. Please address what policies and practices will be in place to recruit experienced/motivated personnel as well as reduce management and staff turnover.

6.9.4 Manager

6.9.4.1 The proposing Vendor shall provide job profiles and resumes for the individuals who will be considered for the Vendor's position of on-site General Manager and Assistant Manager/Shift supervisors. It is required that the General Manager have previous comparable (a minimum of two years in terms of type/size detention facility) experience with a food service contractor. An interview and Sheriff's Office approval of all proposed managers will be required prior to the award of the contract.

6.9.4.2 The Sheriff's Office also requires that notification is made prior to the transfer/ removal of any manager and primary assistant and to interview/approve any replacement. The Sheriff's Office reserves the right to reject any manager candidates without cause.

6.9.4.3 The Chief Detention Officer will provide the on-site General Manager all pertinent contact information for Sheriff's Office staff in the event there is an emergency. If the general or assistant manager will be absent from their assigned duties for more than two days, the Chief Detention Officer is to be notified and informed as to who will be in charge.

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6.9.5 Training

In accordance with ACA Accreditation, the Vendor will submit a proposal for the training of its employees including length of training period, location for training, costs and performance evaluation procedures. The Vendor's proposal is to specifically identify what initial (to include orientation) and ongoing training and amount of time will be dedicated to food handling, facility/equipment sanitation, safety, personal hygiene, facility/equipment security and inmate worker contact issues. The Sheriff's Office reserves the right to prohibit the Vendor from using Sheriff's Office facilities to train its staff for other area clients if it determines that such activity is detrimental to food and/or service quality.

All Vendor staff will be required to attend an orientation program at which time all Facility rules and regulations will be explained. Vendor employees will be required to acknowledge, in writing, that they have received both the oral presentation and written materials from the Sheriff's Office.

A record of all training conducted for each employee shall be maintained by the vendor and will be subject to periodic review/audit by the Chief Detention Officer or designee.

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6.9.6 Performance Evaluation

The Vendor shall submit within its proposal the frequency and process used for management and staff job evaluations.

6.9.7 Compliance with Rules and Regulations

The Vendor and its employees will be expected to comply with all Facility rules of conduct and dress concerning normal day-to-day operations.

6.9.8 Uniforms

Vendor employees, including management, shall be properly attired in a distinctive uniform or coat. The Vendor's employees must be clean, and neat at all times and easily discernible from the inmates/inmate workers. Hair restraints (hats or nets) and plastic gloves (when handling food) must be supplied to and worn by all food service employees and inmate workers in the kitchen and

serving areas by the Vendor. The Vendor must adopt adequate safeguards to insure that all uniforms are regularly inventoried and stored in areas non accessible to inmates.

6.9.9 Employee Removal

The Sheriff's Office may require the Vendor to immediately remove any of its employees from the Facility for any reason. Any and all such removals will be made in the name of the vendor and therefore the Vendor will assume the responsibility for the removal.

The Vendor must notify the Chief Detention Officer or their designee, in writing, when any management and/or staff employee has been terminated, permanently transferred or newly hired. The Vendor has sole responsibility for returning to the Sheriff's Office the employee's security identification badge within 24 hours of the employee's final shift.

6.9.10 Employee Parking

The Facility has employee parking available to all employees assigned to the Facility at no charge.

6.10 Financial

6.10.1 Vendor Compensation

Each Vendor must submit an expense and administrative, management cost per meal proposal under separate, sealed cover within the primary proposal. Within the cost proposal, the Vendor must show the per meal cost for each meal period, i.e., breakfast, lunch, dinner and sack meal classification to include all medical/therapeutic inmate diets and snacks and staff meals. A consolidated per day/per meal price should be provided which reflects the total actual cost including food, labor, other controllable expenses, fixed expenses, administrative/ management overhead and Vendor's anticipated profit. The meal price(s) proposal must not include any anticipated commodity credits. [Also, see Section 7.2] The Vendor will be compensated monthly on a per meal-per-person served basis.

In addition to the Vendor's separate and consolidated per meal price, proposals must reflect the price which would be in effect if the Sheriff's Office's average daily population should increase in the Facility. This price should be shown in 100 person increments for a period of two or more days.

The cost per meal proposals prepared by the Vendor must include a breakdown of the following elements:

- Food cost (showing the anticipated use of and credit to the Sheriff's Office for U.S. Government commodities separately)

Minimum allowable - \$.73 per meal.

- Disposables (all non-returnable service ware, hats/hairnets and plastic/latex gloves and packaging directly related to the service of meals including the use of spoons).
- Labor Cost (to include all on-site management and staff, benefits and payroll taxes)
- Controllable Expenses (all normal day-to-day expenses for operating supplies, uniforms and other related costs).
- Equipment and Smallwares Expense (cost for installation and maintenance of any equipment not supplied by, but approved for use by, the Chief Detention Officer or designee). This includes the initial purchase and periodic replacement of Vendor supplied or replenished smallwares and service ware.
- Administrative/Management Fee (those costs associated with the administration and management of the contract which are not shown in the labor, expenses or equipment/small wares categories. This fee is to include the Vendor's profit margin).
- Miscellaneous Expenses (must be identified). With respect to Section 17.0, the performance bond portion of the price per meal price must be listed separately. The Sheriff's Office reserves the right to negotiate a reduction of or elimination of this requirement in the per meal prices charged.

Per meal price proposal alternatives are to be listed individually for the following:

- The maximum percentage mark-up over the Vendor's invoice cost for any other food and/or supply products that the Sheriff's Office wishes to purchase.

6.10.2 Compensation /Payment

The Vendor is to submit to the Chief Detention Officer or designee via email by Tuesday of each week, a day-by-day and meal-period-by-meal period statement for the previous week with the number and the classification of meals prepared and served to:

- Inmates by Housing Unit
- Staff Dining (breakfast and lunch)
- Sheriff's Office guests (prior written authorization and separate billing required)
- Authorized extra purchases

Additionally, the statement must show the number of persons reported to be in each category as shown above. The Sheriff's Office will not pay for meals or food prepared in excess of the counts provided from the (JMS) Jail Management System or Meal Count Forms.

Meal Count Reconciliation

The Vendor and the Sheriff's Office will reconcile meal counts weekly. In the event of any dispute regarding meal counts and subsequent charges, the Sheriff's Office shall resolve any discrepancy by using the count of the actual number of meals received, unless it is exceeded by the number of meals ordered, in which event that number will prevail. In the event of any dispute, the Sheriff's Office's meal count shall prevail.

6.10.3 Accounting Cycle

The Vendor must comply, for accounting cycle purposes, with the Sheriff's Office's fiscal year of July 1st to June 30th and calendar month periods.

6.10.4 Right to Audit

The Sheriff's Office and/or New Hanover County reserves the right to audit any aspect of its food service program, as performed by the Vendor, and Vendor will keep accurate and complete records thereof for at least three (3) years.

6.11 Security

6.11.1 Ingress/Egress

All employees of the Vendor must enter the building via the designated building entrance and will be signed in and out of the building. [Also see 6.2.3.]

6.11.2 Search

All employees of the Vendor will be subject to search upon entering and leaving the building. **No tobacco products will be permitted except in designated break areas.** Employees are subject to search at any time they are within the secured areas of the Facility.

6.11.3 Identification Badges

All employees will wear the Sheriff's Office identification badge (with picture) face up in a visible manner from the point at which they enter the building and at all times while in the building until the point at which they leave the building.

6.11.4 Locked Doors

The Vendor and its employees will be responsible for keeping closed and locked all internal doors in assigned work areas. The Vendor and its employees must adhere to all security expectations imposed by the Sheriff's Office.

6.11.5 Employee/Inmate Relationships

The Vendor must ascertain and notify the Facility in writing if any employee is related to or has or initiates an ongoing personal relationship with any person confined as an inmate in the Facility. It is the Vendor's responsibility to require its employees to alert the Chief Detention Officer or designee whenever a person, who is a relative or personal acquaintance of that employee, is admitted to the Facility. Furthermore, it is the Vendor's responsibility to immediately notify the Chief Detention Officer or designee in the event that one or more employees are observed or reported as initiating a relationship with any inmate. **No cigarettes or tobacco products will be given or sold to inmates.**

6.11.6 Sharp Equipment Inventory

The Vendor will implement a check-out/check-in log procedure for sharp utensils in the Facility. The Vendor will provide and utilize the locked shadow board for the secure storage and quick inventory of knives, meat forks, and other sharp or pointed utensils. All such sharp instruments must be accounted for prior to an inmate worker shift departing the kitchen. The Sheriff's Office reserves the right to define and ultimately approve what is a sharp utensil as well as enter the kitchen and inventory all such items at its discretion. Any missing items must be reported to Chief Detention Officer or designee immediately.

6.11.7 Maintenance Vendors

Maintenance Vendors will be required to enter and exit the building through designated areas. There will be no exceptions.

6.11.8 Emergency Authority

In an emergency situation, Sheriff's Office staff takes supervisory and/or command precedent over the Vendor's management and staff.

6.11.9 Facility/Equipment Security Checks

No less than weekly and in conjunction with Detention staff assigned to the kitchen, Vendor shall conduct regular kitchen facility and equipment inspections so as to identify and remove or immediately repair all opportunities to secure potential weapons such as screws, broken floor and cove tiles, etc.

6.11.10 Wooden pallets are not permitted in the kitchen.

6.12 Sanitation and Safety

6.12.1 Laws and Food Service Industry Best Practices

The Vendor will obey all federal, state and local laws and ordinances regarding health, sanitation, safety, and environmental disposal regulations. The Vendor shall regularly access and adopt, as appropriate, all food service industry best practices which will enhance and/or improve the Facility's food service program. The Vendor will be subject to inspections in the kitchen by authorized personnel from the Sheriff's Office, New Hanover County Health Department and any other officials so designated.

The Vendor must implement and enforce a strict policy of following all occupational health and safety administration (OSHA) standards, guidelines and food service industry best practices relative to inmate worker safety. Upon notification of a violation, the Vendor must immediately correct the violation and take steps to assure the Chief Detention Officer or designee that it will not be repeated. The Vendor will be responsible for purchasing and maintaining all safety related equipment and supplies.

6.12.2 Food Handlers Cards/Medical Exams

All prospective Vendor personnel must obtain medical clearance from a state of North Carolina licensed physician prior to being permitted to work.

At a minimum, the medical clearance must address, but not necessarily be limited to the following "screens":

- Blood for contagious diseases such as hepatitis
- Chest X-ray for Tuberculosis (TB)

Appropriate records and proof of such medical clearances for each employee must be kept on file with the Chief Detention Officer.

6.12.3 Medical Clearance

The Vendor will require medical clearance for any employee to return to work after a three (3) day's absence for illness.

6.12.4 Food Samples

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

6.12.5 Emergency Situation Reports

The Vendor will be responsible for immediately notifying the respective Watch Commander or designee of any emergency situation in the kitchen, serving areas or staff dining room and of any accidents involving Vendor personnel or inmate workers assigned to food service duties.

6.12.6 Employee/Inmate Worker Physical Health

The Vendor will not permit employees or assigned inmate workers with communicable health problems (including open sores) to work. Inmate workers must be cleared through medical. As a precaution, the Vendor must visually inspect the hands and face of each inmate worker prior to the start of each inmate worker shift. Inmate workers shall not be permitted to commence work until this inspection has taken place and adequate documentation completed. Any inmates with suspicious symptoms must be directed to report to the medical unit and receive written clearance before being permitted to work again.

6.13 Energy Conservation

When the kitchen and staff dining are not in use or when food preparation is at a minimum, the Vendor will assume maximum utility/energy cost conservation by turning off or down lights, fans, water, ovens, steam equipment and other energy consuming items. The Vendor will be responsible for turning off all non-essential equipment when the area is not in use.

6.14 Assignment

The Vendor's rights and obligations cannot be transferred or subcontracted without the written approval from the Sheriff's Office. The Sheriff's Office, by this agreement, incurs no liability to third persons for payment of any compensation provided herein to Vendor.

6.15 Rights of Inspection/Complaints

6.15.1 Inspections

The Facility may be inspected at any time by the Sheriff's Office or New Hanover County or designated representatives for security, sanitation, food standards, quality of food preparation, documentation compliance and service, employee performance or any other valid reason. After each inspection, the Vendor will be

advised in writing of unsatisfactory conditions for which the Vendor is responsible. The Vendor will promptly correct such deficiencies and communicate in writing, within five (5) business days, the solution to each problem, when it was corrected and what has been done to prevent recurrence of the problem.

6.15.2 Contractor Records

The Vendor will be required to maintain sufficient records to establish a verifiable audit trail that the required number of meals have been properly prepared with the proper amount and type (per approved specifications) of ingredients and portioned for the number of inmates and staff present. Those records must at a minimum, be:

- Accurate (i.e., actual record recorded at the prescribed time and/or process point.)
- Legible (present via email in excel format, weekly; monthly, and yearly)
- Show proof of regular review, assessment and, if necessary, follow-up by management.
- Be organized in a logical chronological manner in order to permit efficient review.

6.15.3 Grievances

All grievances by inmates and staff will be submitted in writing to the Chief Detention Officer or designee. All grievances will be forwarded in writing to Vendor's management. The Vendor will have three (3) business days in which to present a written response detailing the solution to the problem. A written record of all grievances and responses must be maintained for the life of this contract plus three years.

6.16 **Insurance.** Before commencing any work, the Contractor shall procure insurance in the Contractor's name and maintain all insurance policies for the duration of the Contract of the types and in the amounts listed in this Contract. The insurance shall provide coverage against claims for injuries to persons or damages to property which may arise from operations or in connection with the performance of the work hereunder by the Contractor, its agents,

representatives, employees, or subcontractors, whether such operations by itself or anyone directly or indirectly employed by it.

6.16.1 Commercial General Liability

a. Contractor shall maintain Commercial General Liability (CGL) and if necessary, Commercial Umbrella Liability insurance with a total limit of not less than \$5,000,000 each occurrence for bodily injury and property damage. If such CGL insurance contains a general aggregate limit, it shall apply separately to this contract or the general aggregate shall be twice the required limit.

b. CGL insurance shall be written on Insurance Services Office (ISO) "occurrence" form CG 00 01 covering CGL or its equivalent and shall cover the liability arising from premises, operations, independent contractors, products-completed operations, personal and advertising injury, and liability assumed under an insured contract, including the tort liability of another assumed in a business contract.

c. County, its officers, officials, agents, and employees are to be covered as additional insureds under the CGL by endorsement CG 20 26 or an endorsement providing equivalent coverage as respects to liability arising out of activities performed by or on behalf of Contractor; products and completed operations of Contractor; premises owned, leased or used by Contractor; and under the commercial umbrella, if any. The coverage shall contain no special limitations on the scope of protection afforded to County, its officers, officials, agents, and employees

d. Contractor's CGL insurance shall be primary as respects County, its officers, officials, agents, and employees. Any other insurance or self-insurance maintained by County, its officers, officials, agents, and employees shall be excess of and not contribute with Contractor's insurance.

e. Contractor shall maintain CGL and if necessary, Commercial Umbrella Liability insurance with a total limit of not less than \$5,000,000 each occurrence for bodily injury and property damage. If such CGL insurance contains a general aggregate limit, it shall apply separately to this

project/location or the general aggregate shall be twice the required limit.

6.16.2 Workers' Compensation and Employer's Liability

a. Contractor shall maintain Workers' Compensation as required by the General Statutes of the State of North Carolina and Employer's Liability Insurance.

b. The Employer's Liability, and if necessary, Commercial Umbrella Liability insurance shall not be less than \$1,000,000 each accident for bodily injury by accident, \$1,000,000 each employee for bodily injury by disease, and \$1,000,000 policy limit.

c. The insurer shall agree to waive all rights of subrogation against County, its officers, officials, agents, and employees for losses arising from work performed by Contractor for County.

6.16.3 Business Auto Liability

a. Contractor shall maintain Business Auto Liability and, if necessary, Commercial Umbrella Liability insurance with a limit of not less than \$5,000,000 each accident.

b. Such insurance shall cover liability arising out of any auto, including owned, hired, and non-owned autos.

c. Business Auto coverage shall be written on ISO form CA 00 01, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in ISO form CA 00 01.

d. Contractor's Business Auto Liability insurance shall be primary as respects County, its officers, officials, agents, and employees. Any other insurance or self-insurance maintained by County, its officers, officials, agents, and employees shall be excess of and not contribute with Contractor's insurance.

6.16.4 Deductibles and Self-Insured Retentions

a. Any deductibles or self-insured retentions must be declared to and approved by County. At the option of County, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects

County, its officers, officials, agents, and employees; or Contractor shall procure a bond guaranteeing payment of deductibles or self-insured retentions.

b. Contractor shall be solely responsible for the payment of all deductibles to which such policies are subject, whether or not County is an insured under the policy.

6.16.5 Miscellaneous Insurance Provisions

a. The policies are to contain, or be endorsed to contain, the following provisions:

b. Any failure to comply with reporting provisions of the policies listed in this Agreement shall not affect coverage provided to County its officers, officials, and employees.

c. Each insurance policy required by this Contract shall be endorsed to state that coverage shall not canceled by either party except after thirty (30) days prior written notice has been given to County, 230 Government Center Drive #125, Wilmington, NC 28403.

d. If Contractor's liability policies do not contain the standard ISO separation of insureds provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

6.16.6 Acceptability of Insurers. Insurance is to be placed with insurers licensed to do business in the State of North Carolina with an A.M. Best's rating of no less than A VII unless County has granted specific approval.

6.16.7 Evidence of Insurance

a. Contractor shall furnish County with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements prior to commencing the work, and thereafter upon renewal or replacement of each certified coverage until all operations under this contract are deemed complete.

b. Evidence of additional insured status shall be noted on the certificate of insurance as per requirements in this Agreement.

c. With respect to insurance maintained after final payment in compliance with requirements, an additional certificate(s) evidencing

such coverage shall be provided to County with final application for payment and thereafter upon renewal or replacement of such insurance until the expiration of the period for which such insurance must be maintained.

6.16.8 Sub-Contractors. Contractor shall include all sub-contractors as insureds under its policies or shall furnish separate certificates for each sub-contractor. All coverage for sub-contractors shall be subject to all of the requirements stated herein. CGL coverage shall include independent Contractor's coverage, and Contractor shall be responsible for assuring that all sub-contractors are properly insured.

6.16.9 Conditions

a. The insurance required for this Contract must be on forms acceptable to County.

b. Where circumstances warrant, County may, at its discretion subject to acceptance by the Risk Management and Finance Department accept letters of credit or custodial accounts in lieu of specific insurance requirements.

c. Contractor shall provide that the insurance contributing to satisfaction of insurance requirements in this Agreement shall not be canceled, terminated, or modified by Contractor without prior written approval of County.

d. Contractor shall promptly notify New Hanover County Sheriff's Office and the Risk Management Office at (910) 798-7497 of any accidents arising in the course of operations under the Contract causing bodily injury or property damage.

e. County reserves the right to obtain complete, certified copies of all required insurance policies, at any time.

f. Failure of County to demand a certificate of insurance or other evidence of full compliance with these insurance requirements or failure of County to identify a deficiency from evidence that is provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

g. By requiring insurance herein, County does not represent that coverage and limits will necessarily be adequate to protect Contractor and such coverage and limits shall not be deemed as a limitation of Contractor's liability under the indemnities granted to County in this Contract.

h. If Contractor fails to maintain the insurance as set forth herein, County shall have the right, but not the obligation, to purchase said insurance at Contractor's expense.

i. Contractor or its agent may apply to County for approval of higher deductibles based on financial capacity and quality of the carrier affording coverage.

j. County shall have the right, but not the obligation of prohibiting Contractor or any sub-contractor from entering the project site or withhold payment until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by County.

6.17 Indemnification

The Vendor shall indemnify and hold harmless New Hanover County, the Sheriff's Office, its officers, agents, and employees against all liability, damages, losses, and expenses for injury to or death of any persons or injury to any property arising out of or in any way connected with the Vendor or the Vendor's employees or agents, alleged acts or omissions in the performance of work under this Agreement and all claims for damages arising out of bodily injury to persons or damage to property caused by or resulting from the performance of this Agreement, unless such injury, death or damage is primarily caused by or primarily results from the negligence or willful acts of the Sheriff's Office. The Vendor shall defend promptly any and all such demands, claims, and causes of action and shall pay all attorney's fees and costs of resisting or defending against such demands, claims, or causes of action. In the event the County and/or Sheriff's Office brings suit against the Vendor to enforce this paragraph and the County and/or Sheriff's Office prevails, the Vendor shall pay a reasonable sum for the attorney's fees and costs incurred by the County and/or Sheriff's Office in the suit and on appeal.

6.18 Independent Status of Vendor

The Vendor hereby represents and agrees that it is engaged as an independent Vendor and not as the agent, employee, or servant of the Sheriff's Office; that it has and hereby retains the right to exercise control

and supervision of the work and full control over the employment, direction, compensation, and discharge of all persons assisting it in the work; that it will be solely responsible for wages (including withholding of income taxes and social security), taxes, worker's compensation, compliance with OSHA and all State of North Carolina and federal employment related regulations relating to its employees; and that it will be responsible for its own acts and those of its subordinates, employees and agents during the term of the Agreement. Vendor shall retain the exclusive right to hire, terminate and set the terms and conditions of employment for its employees, including wages, hours, fringe benefits, duties, grievance procedures and labor relations matters. The County and/or Sheriff's Office shall not be considered a joint employer, joint venture, or partner with Vendor.

6.19 Termination of Vendor

6.19.1 The Sheriff's Office shall have the right to immediately terminate the contract without notice if, for any reason, the Vendor fails to provide continuous food service to the Facility for a period in excess of twenty-four (24) hours. In addition, this termination right will be enforced if the Vendor is determined to be in consistent serious violation of health, sanitation and safety requirements by the Sheriff's Office's, New Hanover County Health Department or other relevant agencies.

6.19.2 Failure by the Vendor to correct any contract violation within five (5) calendar days after receipt of notice will be cause for immediate termination of the contract.

6.19.3 The Sheriff's Office reserves the right to terminate the contract upon 30 days written notice for any cause.

6.19.4 Failure to achieve and maintain ACA standards for the food service program.

6.19.5 After two years, the Vendor may terminate the contract for any cause with 90 days written notice to the Sheriff's Office.

6.20 Penalties for Non and Partial Performance

6.20.1 If, after written complaints have been submitted to the Vendor by the Sheriff's Office as provided for in Section 6.15, the Sheriff's Office determines that one or more substantial contract violations continue to occur, the Sheriff's Office shall have the right to require the Vendor to issue monthly billing credits commensurate with the value lost plus 50% or \$2,000 whichever is greater. Those

violations considered substantial to the Sheriff's Office are presented as follows:

- The Vendor has failed to prepare all or portions of the meal using the specified recipe, ingredient amounts proportionate to the number of persons to be served, improper preparation, improper storage techniques and other points directly related to adherence to serving the menu specified.
- The Vendor, through improper or inconsistent supervision, has failed to provide the specified portions to the inmates and/or staff.
- The Vendor has failed to adhere to its minimum purchase specifications.
- The Vendor has willfully refused to utilize Federal Government Surplus Commodities.
- The Vendor has, through circumstances within its control, caused all or portions of a meal to become contaminated.
- The Vendor has, through circumstances within its control, failed to serve the meal specified within 10 minutes of the scheduled time.
- The Vendor has, through circumstances within its control, failed to maintain the kitchen, staff dining room, food preparation and storage equipment and space and all preparation and service utensils in a clean, sanitary manner.
- The Vendor has, through circumstances within its control, failed to prevent any damage to Sheriff's Office property, buildings or equipment.
- The Vendor has, through circumstances within its control, failed to provide active supervision of the tray serving line process.
- The Vendor has failed to consistently meet RFP Specification 6.15.2, relative to proper documentation of all critical food preparation holding and service processes.

In the event one or more of these situations have taken place, the Sheriff's Office shall direct the Vendor to issue a credit for up to the full value of the

meal plus 50% times the number of inmate and staff meals requested or \$2,000 whichever is greater. These credits will continue to be issued until such time that all of the aforementioned violations have been corrected to the Sheriff's Office's satisfaction.

* 6.21 Emergencies

The Vendor shall include in the proposal, contingency plans to provide service in the face of unexpected events, i.e., power failure, fire, riot, lockdown, labor strikes, hurricanes, tropical storms or acts of God that would preclude normal expectations.

* 6.22 Transition Plan

If not the incumbent Vendor, the proposing Vendors will submit, in writing within its proposal, a plan for transition from the current Vendor operated program into the designated Facility including hiring and training of staff, security clearances, medical screenings, purchasing, inventory, and other factors to assure that there is no operational or security break in the system during said transition. The Vendor must indicate its willingness and under what financial terms it will purchase the existing food and supplies inventory.

The Vendor agrees to fully cooperate with any subsequent Vendor so as to insure a smooth transition. In the event of any question or conflict, the Sheriff's Office's decision shall be binding on both parties.

6.23 Quality Assurance

The Vendor is to submit copies of its quality assurance program that clearly demonstrate its knowledge of what supervisory steps must be taken to properly prepare, portion and serve food to the inmates and staff within the time frames specified.

7.0 **CONTRACT REVISION/RENEWAL**

7.1 Limitations

The Sheriff's Office reserves the right to either increase or decrease food service requirements within the terms of the contract. The cost for the additional services only will be negotiated at the time the request is made.

*

7.2 Annual Price-Per-Meal Adjustments

The Vendor will be required to submit a price-per-meal cost for the next full fiscal year by December 1st. The Vendor must propose and explain the process that will be used to justify any proposed cost adjustment based upon the following:

- The USDA Regional Wholesale Food Price Index (as issued quarterly) and the USDA Food Index Forecast will be used to justify the increase in food cost.
- U.S. Department of Labor Office of Labor Regional Statistics for labor cost increase in similar job categories will be used to justify the increase in labor costs. In addition, increases in tax rates affecting labor cost will be applied.
- Changes in Sheriff's Office-specified menu's, points-of-service, additions or levels of service provided.
- Verification/substantiation of any other cost factors through submissions of supplier invoices over a six-month span.

In addition, the Vendor is required, within its price proposal, to set a not-to-exceed percentage increase in the cost per meal, regardless of the above factors.

7.3 Notification of Renewal

The Sheriff's Office will notify the Vendor no later than January 1st of each year whether or not it will exercise the option to renew the contract for the next fiscal year.

7.4 Fiscal Year Funding

The fiscal year funding for the Facility contract which extends beyond the current fiscal year to be executed subject to future appropriations to fund its provision, and contract documents will reflect this condition.

8.0 QUARTERLY REVIEWS

The Vendor will submit, in writing, within 15 days of the end of each quarter, a report of food service activity to include but not limited to:

- A complete accounting of the actual meals served including hot meals, sack meals, religious and medical diets and snacks.

- Copies of all reports and records required to qualify for Federal Surplus Commodities.
- Financial (profit and loss) reports detailing the operation of the Facility's food service on a monthly/accounting period, as well as quarterly and year-to-date summary basis. These statements must be the same as those produced by the Vendor in comparable management fee accounts.
- An assessment of the overall program strengths and weaknesses as well as recommendations for improvement of food, service, cost control or other areas.

9.0 **ENTIRE AGREEMENT AND AMENDMENTS**

This agreement represents the entire agreement between the parties and supersedes any and all prior agreements. All prior negotiations have been merged into this agreement, and there are no understandings, representations, or agreements, oral or written, express or implied, other than those set forth herein. Obligations of the parties set forth in this agreement arising out of events occurring during the life of this agreement shall survive the termination of this agreement.

The terms of this agreement may not be changed, modified or amended except by a writing signed by both parties.

10.0 **WAIVER**

The failure of the vendor or County and/or Sheriff's Office to exercise any right or remedy available under this agreement upon the other party's breach of the terms, representations, covenants or conditions of this agreement or the failure to demand the prompt performance of any obligation under this agreement shall not be deemed a waiver or (i) such right or remedy; (ii) the requirement of punctual performance; or (iii) any right or remedy in connection with any subsequent breach or default on the part of the other party.

11.0 **DESIGNEE**

Any action, authorization or representation required under this agreement by the Sheriff's Office may be fulfilled by the Sheriff or designee.

12.0 **SEVERABILITY**

In the event any provision of this agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the

agreement, which shall remain in full force and effect and unenforceable in accordance with its terms.

13.0 **NORTH CAROLINA LAWS GOVERN**

This agreement shall be governed by and construed and enforced in accordance with the laws of North Carolina.

14.0 **VENUE**

This agreement shall be deemed to have been made and performed in New Hanover County, North Carolina. For the purposes of venue, all suits or causes of action arising out of this agreement shall be brought in the general courts of justice in New Hanover County, North Carolina.

15.0 **EVALUATION PROCEDURE**

The evaluation of proposals will be conducted in two phases. In Phase I, the technical portion of the proposals will be read. Any proposals that are not complete, i.e. do not address all of the * categories in the RFP in the order requested, will not be given further consideration. Assuming that the proposal responses are complete, there will be an in-depth, scored evaluation conducted for each. The vendor must score a minimum score in order to qualify for Phase II.

Phase II will consist of the opening of sealed cost proposals, reference checks and interviews. The County and or/ Sheriff's Office is not obligated to take the lowest cost-per-meal proposal. The final selection will be used on those operational and financial factors determined to be in the County and/or Sheriff's Office best interest.

16.0 **EVALUATION CRITERIA**

The Sheriff's Office's Food Service RFP Evaluation Team will select the Vendor which exhibits the best, most complete understanding of the requirements, knowledge of the Sheriff's Office's current operations, the relative experience and expertise of the persons proposed for direct management responsibility, positive references from comparable type and sized accounts and the proposed cost-per-meal. The evaluation criteria are presented in two phases.

Phase I

- Completeness of Proposal – If the proposal is not complete it will be rejected per the specifications in the RFP.

Phase II

- Proposing Vendor's response should be clear and concise. Do not present the same information or supporting documentation twice, simply reference where in the response it can be found. In order to qualify for the Phase II Financial Proposal, a score of no less than 75% of the total points must be earned.

17.0 **PERFORMANCE BOND**

The successful Vendor will provide to the County a \$250,000 Performance Bond with surety satisfactory to the County and/or Sheriff's Office and within thirty (30) days after notice is received from the Sheriff's Office that the contract has been awarded to the Vendor. The cost of providing the bond shall be considered as included in the proposal price (but listed separately) and no additional compensation will be allowed therefore. All other specifications pertaining to insurance requirements (Section 6.16) will pertain to this bond requirement. The County may, at its sole discretion, waive this requirement and receive a corresponding price-per-meal adjustment.

18.0 **UNACCEPTABLE PROPOSALS**

Respondents should review all attached information before submitting a response. Responses which do not consider all elements of the RFP will not be considered by the Sheriff's Office.

SECTION .0900 - FOOD

10A NCAC 14J .0901 FOOD SERVICE

- (a) In jails that purchase meals from an outside provider, a written contract shall require the provider to meet the applicable standards in this Section.
- (b) Inmates who assist with the preparation or service of any meal shall be supervised at all times.

*History Note: Authority G.S. 143B-153; 153A-221;
Eff. June 1, 1990.*

10A NCAC 14J .0902 MEAL SERVICE

- (a) Each jail shall provide at least three meals for inmates, two of which must be hot, at regular times during each 24-hour period. There shall be not more than 14 hours between the evening meal and breakfast.
- (b) Food shall be served to inmates on individual serving trays. Eating utensils, consistent with security considerations, and condiments shall be provided.
- (c) While food is being transported, either from inside or outside the jail it 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.
- (d) Food shall never be used as a reward or punishment.
- (e) Each jail shall keep a daily record of the number of meals served.

*History Note: Authority G.S. 143B-153; 153A-221;
Eff. June 1, 1990;
Amended Eff. December 1, 1991.*

10A NCAC 14J .0903 FOOD AND NUTRIENT REQUIREMENTS

- (a) 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 G.S. 150B-14(c).
- (b) Daily menus shall include the following:
 - (1) Milk Group: Two servings;
 - (2) Fruit Group: Two servings, one of which shall be citrus;
 - (3) Vegetable Group: Three servings;
 - (4) Meat or Protein Group: Two servings;
 - (5) Cereal or Bread Group: Four servings of whole grain or enriched products; and
 - (6) Calories: 2,100 - 2,500.
- (c) For all pregnant women and inmates under age 18, the milk group shall include four servings per day.

*History Note: Authority G.S. 143B-153; 153A-221;
Eff. June 1, 1990.*

10A NCAC 14J .0904 MENUS

- (a) Menus shall be prepared in consultation with a registered dietitian.
- (b) Menus shall be written and portion sizes shall be specified.
- (c) Menus shall be dated and posted one week in advance.
- (d) Menus shall be served as written to inmates in the jail. Any necessary substitutions shall be of comparable nutritional value, and a written record of substitutions shall be kept.
- (e) The same menu shall not be served at lunch and dinner on the same day.
- (f) Dated menus and records of any substitutions shall be retained for three years.

*History Note: Authority G.S. 143B-153; 153A-221;
Eff. June 1, 1990.*

10A NCAC 14J .0905 MODIFIED DIETS

- (a) Modified diets shall be provided if prescribed by appropriate medical or dental personnel.
- (b) Modified diets shall be provided when reasonably possible to accommodate the sincerely held religious beliefs of an inmate.
- (c) Written menus for modified diets shall be prepared in consultation with a registered dietitian.
- (d) 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 substitutions shall be retained for three years.
- (e) Each jail shall maintain a current list of inmates requiring modified diets, and it shall be posted for use by staff.
- (f) 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.

*History Note: Authority G.S. 143B-153; 153A-221;
 Eff. June 1, 1990.*

MENU WEEK 1

Unit Number

Unit Name: New Hanover County Staff Dining

Manager

Thursday		Friday		Saturday		Sunday		Monday		Tuesday		Wednesday	
B Bacon or	3 sl	Bacon or	3 sl										
R Sausage	2 ea	Sausage	2 ea										
E Grits	1 cup	Grits	1 cup										
A Oatmeal	1 cup	Oatmeal	1 cup										
K Sausage Gravy	1 cup	Sausage Gravy	1 cup										
F Toast / Biscuit	2 ea	Toast / Biscuit	2 ea										
A Waffles	1 ea	Waffles	1 ea										
S Fresh/Canned Fruit	1/2 cup	Fresh/Canned Fruit	1/2 cup										
T Cereal	1 cup	Cereal	1 cup										
Apple Juice	1 cup	Apple Juice	1 cup	Apple Juice	1 cup	Apple Juice	1 cup	Apple Juice	1 cup	Apple Juice	1 cup	Apple Juice	1 cup
Orange Juice	1 cup	Orange Juice	1 cup	Orange Juice	1 cup	Orange Juice	1 cup	Orange Juice	1 cup	Orange Juice	1 cup	Orange Juice	1 cup
Milk	1 cup	Milk	1 cup	Milk	1 cup	Milk	1 cup	Milk	1 cup	Milk	1 cup	Milk	1 cup
L Shepard's Pie	1 each	BBQ	1/2 cup	Hamburgers	1 each	Sausage Dog or	1 each	Pizza	1 each	BBQ Chicken	1 slice	Gr. Ham & Cheese	1 each
U Mac & Cheese	2 each	Bun	1 each	Bun	1 each	Hot Dogs	2 each	Corn	1 cup	Mashed Potatoes	1 cup	Brunswick Stew	1 bowl
N Green Beans	3 oz	Coleslaw	1/2 cup	Baked Beans	1 cup	Buns	1 each	Gravy	3 oz	Cabbage	1/2 cup	Tater Tots	1 cup
C Cornbread	1/2 cup	French Fries	1 cup	Chips	1 each	Chili	3 oz	Butterbeans	1/2 cup	Cornbread	1 each	Dessert	1 each
H Dessert	1/2 cup	Dessert	1 each	Dessert	1 each	Coleslaw	1/2 cup	Rolls	2 each	Dessert	1 each	Salad Bar	1 each
Salad Bar	1 each	Salad Bar	1 each	Salad Bar	1 each	Tater Tots	1 cup	Dessert	1 each	Salad Bar	1 each	Tea	1 cup
Tea	1 cup	Tea	1 cup	Tea	1 cup	Dessert	1 each	Salad Bar	1 each	Tea	1 cup		
						Salad Bar	1 each	Tea	1 cup				
						Tea	1 cup						

**INMATE MENU
WEEKLY CYCLE
NEW HANOVER COUNTY DETENTION CENTER FACILITY**

Menu Week **1**

State: **North Carolina**

	Meal #		Meal #		Meal #		Meal #		Meal #		Meal #		Meal #	
	THURSDAY 1		FRIDAY 4		SATURDAY 7		SUNDAY 10		MONDAY 13		TUESDAY 16		WEDNESDAY 19	
B R E A K F A S T	Fruit Juice	1/2 Cup	Fruit Juice	1/2 Cup										
	Oatmeal	1 Cup	Grits	1 Cup	Cold Cereal	1 Cup	Grits	1 Cup	Oatmeal	1 Cup	Grits	1 Cup	Oatmeal	1 Cup
	Scrambled Eggs	1/2 Cup	Scrambled Eggs	1/2 Cup			Scrambled Egg	1/2 Cup	Turkey Sausage	2 WZ	Boiled Eggs	2 Each	Scrambled Eggs	1/2 Cup
	Biscuit	1 Each	Pancakes	2 Each	Biscuit	1 Each	Biscuit	1 Each						
	Jelly	1 WZ	Jelly	1 WZ			Jelly	1 WZ	Syrup 1 1/2 oz	1 Each	Jelly	1 WZ	Jelly	1 WZ
	Margarine Pat	1 Each			Margarine Pat	1 Each	Margarine Pat	1 Each						
	Sugar	2 Each	Sugar	2 Each										
	Salt Pkt	1 Each	Salt Pkt	1 Each										
	Coffee	1 Cup	Coffee	1 Cup										
	Milk 2% with Vit A&D	1 Cup	Milk 2% with Vit A&D	1 Cup	Milk 2% with Vit A&D	1 Cup	Milk 2% with Vit A&D	1 Cup	Milk 2% with Vit A&D	1 Cup	Milk 2% with Vit A&D	1 Cup	Milk 2% with Vit A&D	1 Cup
L U N C H	Meal # 2		Meal # 5		Meal # 8		Meal # 11		Meal # 14		Meal # 17		Meal # 20	
	Chili with Beans	1 Cup	Meat Sauce	1/2 Cup	Bologna	1 WZ	Turkey ala King	1 Cup	Turkey	2 WZ	Beef Stew	1 Cup	Chili Macaroni	1 1/4 Cup
					Ham	1 WZ			Tetrazzini Sauce	2 FZ				
					Cheese	1 Slice								
	Rice	1 cup	Spaghetti	1 Cup			Yellow Rice	1 Cup	Spaghetti	1 cup	Rice	1 Cup		
	Corn	1/2 Cup	Mixed Vegetable	1/2 Cup	Macaroni Salad	1 Cup	Broccoli	1/2 Cup	Cabbage	1/2 Cup	Green Beans	1/2 Cup	Carrots	1/2 Cup
	Cornbread	1 Each	Enriched Bread	2 Slice	Enriched Bread	2 Each	Cornbread	1 Each	Enriched Bread	2 Each	Cornbread	1 Each	Cornbread	1 Each
					Cookie	1 Each								
	Cake	1 slice	Cake with Icing	1 Slice			Bread Pudding	1/2 Cup	Applesauce	1/2 Cup	Cake	1 slice	Cake with Icing	1 Slice
	Salt Pkt	1 Each	Salt Pkt	1 Each	Mustard/mayo	1 Each	Salt Pkt	1 Each						
Vitamin Beverage	1 Cup	Vitamin Beverage	1 Cup	Vitamin Beverage	1 Cup	Vitamin Beverage	1 Cup	Vitamin Beverage	1 Cup	Vitamin Beverage	1 Cup	Vitamin Beverage	1 Cup	
D I N E R	Meal # 3		Meal # 6		Meal # 9		Meal # 12		Meal # 15		Meal # 18		Meal # 21	
	Turkey Ham	2 WZ	BBQ Meat	1/2 Cup	Chicken Pattie	4 WZ	Turkey Franks	2 Each	Meat Fried Rice	4 WZ	Sloppy Joe	3 WZ	Salisbury Steak	4 WZ
					Chicken Gravy	2 FZ			Brown Gravy	2 FZ			Brown Gravy	2 FZ
	Macaroni & Cheese	1 Cup	Chef Potatoes	1 Cup	Whipped Potatoes	1 Cup	Baked Beans	1 Cup	Rice	1 Cup	Oven Potatoes	1 Cup	Mashed Potatoes	1 Cup
	Pinto Beans	3/4 Cup	Carrots	1/2 Cup	Green Beans	1/2 Cup	Slaw	1/2 Cup	Pinto Beans	3/4 Cup	Slaw	3/4 Cup	Collard Greens	1/2 Cup
	Cornbread	1 Each	Cornbread	1 Each	Cornbread	1 Each	Enriched Bread	2 Slice	Cornbread	1 Each	Enriched Bread	2 Slice	Cornbread	1 Each
	Cake with Icing	1 slice	Fruit Crisp	1/2 Cup	Cake	1 slice	Canned Fruit	1/2 Cup	Cake with Icing	1 Slice	Cake with Icing	1 Slice	Cookie	3 Each
	Salt Pkt	1 Each	Salt Pkt	1 Each										
	Vitamin Beverage	1 Cup	Vitamin Beverage	1 Cup										
Milk 2% with Vit A&D	1 Cup	Milk 2% with Vit A&D	1 Cup	Milk 2% with Vit A&D	1 Cup	Milk 2% with Vit A&D	1 Cup	Milk 2% with Vit A&D	1 Cup	Milk 2% with Vit A&D	1 Cup	Milk 2% with Vit A&D	1 Cup	

*Items designated by "FZ" are volume measurements. *Items designated by "WZ" are weighted measurements. *Menus substitutions may occur due to extraordinary circumstances or product availability.

5/9/2013

Dietitians Signature

Date

Food Service Director

Date

Client's Signature

Date

**INMATE MENU
WEEKLY CYCLE
NEW HANOVER COUNTY DETENTION FACILITY**

Menu Week **2**

State: **North Carolina**

	Meal #		Meal #		Meal #		Meal #		Meal #		Meal #		Meal #	
	THURSDAY 22		FRIDAY 25		SATURDAY 28		SUNDAY 31		MONDAY 34		TUESDAY 37		WEDNESDAY 40	
B R E A K F A S T	Fruit Juice	1/2 Cup	Fruit Juice	1/2 Cup										
	Grits	1 Cup	Oatmeal	1 Cup	Grits	1 Cup	Grits	1 Cup	Oatmeal	1 Cup	Grits	1 Cup	Cold Cereal	1 Cup
	Scrambled Eggs	1/2 Cup	Turkey Sausage	2 WZ	Scrambled Eggs	1/2 Cup	Scrambled Eggs	1/2 Cup	Turkey Sausage	2 WZ	Scrambled Eggs	1/2 Cup	Boiled Eggs	2 Each
	Biscuit	1 Each	Pancakes	2 Each	Biscuit	1 Each	Biscuit	1 Each	Pancakes	2 Each	Biscuit	1 Each	Biscuit	1 Each
	Jelly	1 WZ	Syrup 1 1/2 oz	1 Each	Jelly	1 WZ	Jelly	1 WZ	Syrup 1 1/2 oz	1 Each	Jelly	1 WZ	Jelly	1 WZ
	Margarine Pat	1 Each	Margarine Pat	1 Each										
	Sugar	2 Each	Sugar	2 Each										
	Salt Pkt	1 Each	Salt Pkt	1 Each										
	Coffee	1 Cup	Coffee	1 Cup										
	Milk 2% with Vit A&D	1 Cup	Milk 2% with Vit A&D	1 Cup	Milk 2% with Vit A&D	1 Cup	Milk 2% with Vit A&D	1 Cup	Milk 2% with Vit A&D	1 Cup	Milk 2% with Vit A&D	1 Cup	Milk 2% with Vit A&D	1 Cup
L U N C H	Meal # 23		Meal # 26		Meal # 29		Meal # 32		Meal # 35		Meal # 38		Meal # 41	
	Meat Loaf	3 WZ	Pot Pie Mix	3/4 Cup	Bologna	1 WZ	Turkey ala King	1 Cup	Scalloped Ham	11/4 Cup	Beef Pattie	3 WZ	Smoked Sausage	4 WZ
	Gravy	2 FZ			Salami	1 WZ			w Noodles		Brown Gravy	2 FZ	Brown Gravy	2 FZ
	Mashed Potatoes	1 Cup			Cheese	1 Slice	Yellow Rice	1 Cup			Whipped Potatoes	1 Cup	Rice	1 Cup
	Carrots	1/2 Cup	Collard Greens	1/2 Cup	Macaroni Salad	1 Cup	Mixed Vegetable	1/2 Cup	Broccoli	1/2 Cup	Carrots	1/2 Cup	Pinto Beans	3/4 Cup
	Enriched Bread	2 Slice	Biscuit	1 Each	Enriched Bread	2 Each	Enriched Bread	1 Each	Enriched Bread	2 Slice	Enriched Bread	2 Each	Cornbread	1 Each
	Cake with Icing	1 Slice	Baked Apples	1/2 Cup	Cookie	1 Each	Bread Pudding	1/2 Cup	Applesauce	1/2 Cup	Cake	1 slice	Vanilla Pudding	1/2 Cup
	Salt Pkt	1 Each	Salt Pkt	1 Each	Mustard/Mayo	1 Each	Salt Pkt	1 Each						
Vitamin Beverage	1 Cup	Vitamin Beverage	1 Cup	Vitamin Beverage	1 Cup	Vitamin Beverage	1 Cup	Vitamin Beverage	1 Cup	Vitamin Beverage	1 Cup	Vitamin Beverage	1 Cup	
D I N E R	Meal # 24		Meal # 27		Meal # 30		Meal # 33		Meal # 36		Meal # 39		Meal # 42	
	Char Broiled Patty	4 WZ	Meat Stroganoff	1/2 Cup	Chicken Pattie	4 WZ	Salisbury	4 WZ	Chili Macaroni	1 1/4 Cup	Chicken-n-Rice	11/4 Cup	Meat Sauce	1/2 Cup
	Gravy	2 FZ			Chicken Gravy	2 FZ	Gravy	2 FZ						
	Rice	1 Cup	Noodles	1 Cup	Rice	1 Cup	Noodles	1 cup					Spaghetti	1 Cup
	Mixed Vegetables	1/2 Cup	Carrots	1/2 Cup	Peas and Carrots	1/2 Cup	Green Beans	1/2 Cup	Green Peas	1/2 Cup	Broccoli	1/2 Cup	Salad w/Dressing	1/2 Cup
	Cornbread	1 Each	Enriched Bread	2 Slice										
	Cake with Icing	1 Slice	Cake	1 slice	Cake	1 slice	Cookie	3 Each	Cake	1 slice	Cake	1 slice	Cake	1 slice
	Salt Pkt	1 Each	Salt Pkt	1 Each										
	Vitamin Beverage	1 Cup	Vitamin Beverage	1 Cup										
	Milk 2% with Vit A&D	1 Cup	Milk 2% with Vit A&D	1 Cup	Milk 2% with Vit A&D	1 Cup	Milk 2% with Vit A&D	1 Cup	Milk 2% with Vit A&D	1 Cup	Milk 2% with Vit A&D	1 Cup	Milk 2% with Vit A&D	1 Cup

*Items designated by "FZ" are volume measurements. *Items designated by "WZ" are weighted measurements. *Menus substitutions may occur due to extraordinary circumstances or product availability.

5/9/2013

Dietitians Signature

Date

Food Service Director

Date

Client's Signature

Date

**INMATE MENU
WEEKLY CYCLE
NEW HANOVER COUNTY DETENTION FACILITY**

Menu Week **3**

State: **Georgia**

	Meal #		Meal #		Meal #		Meal #		Meal #		Meal #		Meal #	
	THURSDAY 43		FRIDAY 46		SATURDAY 49		SUNDAY 52		MONDAY 55		TUESDAY 58		WEDNESDAY 61	
B R E A K F A S T	Fruit Juice	1/2 Cup	Fruit Juice	1/2 Cup	Fruit Juice	1/2 Cup	Fruit Juice	1/2 Cup	Fruit Juice	1/2 Cup	Fruit Juice	1/2 Cup	Fruit Juice	1/2 Cup
	Oatmeal	1 Cup	Grits	1 Cup	Hash Browns	1/2 Cup	Grits	1 Cup	Grits	1 Cup	Cold Cereal	1 Cup	Grits	1 Cup
	Scrambled Eggs	1/2 Cup	Scrambled Eggs	1/2 Cup	Creamed Beef	3/4 Cup	Boiled Eggs	2 Each	Scrambled Eggs	1/2 Cup	Creamed Beef	3/4 Cup	Scrambled Eggs	1/2 Cup
	Biscuit	1 Each	Biscuit	1 Each	Biscuit	1 Each	Biscuit	1 Each	Biscuit	1 Each	Biscuit	1 Each	Biscuit	1 Each
	Jelly	1 WZ	Jelly	1 WZ			Jelly	1 WZ	Jelly	1 WZ			Jelly	1 WZ
	Margarine Pat	1 Each	Margarine Pat	1 Each					Margarine Pat	1 Each			Margarine Pat	1 Each
	Sugar	2 Each	Sugar	2 Each	Sugar	2 Each	Sugar	2 Each	Sugar	2 Each	Sugar	2 Each	Sugar	2 Each
	Salt Pkt	1 Each	Salt Pkt	1 Each	Salt Pkt	1 Each	Salt Pkt	1 Each	Salt Pkt	1 Each	Salt Pkt	1 Each	Salt Pkt	1 Each
	Coffee	1 Cup	Coffee	1 Cup	Coffee	1 Cup	Coffee	1 Cup	Coffee	1 Cup	Coffee	1 Cup	Coffee	1 Cup
	Milk 2% with Vit A&D	1 Cup	Milk 2% with Vit A&D	1 Cup	Milk 2% with Vit A&D	1 Cup	Milk 2% with Vit A&D	1 Cup	Milk 2% with Vit A&D	1 Cup	Milk 2% with Vit A&D	1 Cup	Milk 2% with Vit A&D	1 Cup
L U N C H	Meal # 44		Meal # 47		Meal # 50		Meal # 53		Meal # 56		Meal # 59		Meal # 62	
	Chili with Beans	1 Cup	Turkey Franks	2 Each	Bologna	1 WZ	Turkey ala King	1 Cup	Pot Pie Mix	3/4 Cup	Smoked Sausage	4 WZ	Salisbury Steak	4 WZ
					Ham	1 WZ			Brown Gravy	2 FZ	Brown Gravy	2 FZ	Brown Gravy	2 FZ
	Rice	1 cup	Northern Beans	1 Cup	Cheese	1 Slice	Yellow Rice	1 Cup			Rice	1 Cup	Rice	1 Cup
	Green Peas	1/2 Cup	Cole Slaw	3/4 Cup	Macaroni Salad	1 Cup	Broccoli	1/2 Cup	Collard Greens	1/2 Cup	Pinto Beans	3/4 Cup	Carrots	1/2 Cup
	Cornbread	1 Each	Enriched Bread	2 Slice	Enriched Bread	2 Each	Cornbread	1 Each	Biscuit	1 Each	Cornbread	1 Each	Cornbread	1 Each
					Cookie	1 Each								
	Canned Fruit or Fresh Fruit	1/2 Cup 1 Each	Cake	1 slice			Bread Pudding	1/2 Cup	Baked Apples	1/2 Cup	1/2 Canned Fruit or 1 Fresh Fruit	1 Each	Cake	1 slice
	Salt Pkt	1 Each	Salt Pkt	1 Each	Mustard/Mayo	1 Each	Salt Pkt	1 Each	Salt Pkt	1 Each	Salt Pkt	1 Each	Salt Pkt	1 Each
	Vitamin Beverage	1 Cup	Vitamin Beverage	1 Cup	Vitamin Beverage	1 Cup	Vitamin Beverage	1 Cup	Vitamin Beverage	1 Cup	Vitamin Beverage	1 Cup	Vitamin Beverage	1 Cup
D I N E R	Meal # 45		Meal # 48		Meal # 51		Meal # 54		Meal # 57		Meal # 60		Meal # 63	
	BBQ Meat	1/2 Cup	Meat Sauce	1/2 Cup	Hamburger	3 WZ	Turkey Ham	2 WZ	Chili Macaroni	1 1/4 Cup	Chicken Pattie	4 WZ	Burrito Meat Filling	1/2 Cup
					Catsup/Mustard	1 Each					Chicken Gravy	2 FZ		
	Whipped Potatoes	1 Cup	Spaghetti	1 Cup	Macaroni & Cheese	1 Cup	Mashed Potatoes	1 Cup			Whipped Potatoes	1 Cup	Spanish Rice	1 Cup
	Pinto Beans	3/4 Cup	Salad w/Dressing	1/2 Cup	Carrots	1/2 Cup	Green Beans	1/2 Cup	Corn	1/2 Cup	Cabbage	1/2 Cup	Pinto Beans	3/4 Cup
	Cornbread	1 Each	Cornbread	1 Each	Enriched Bread	2 Slice	Cornbread	1 Each	Cornbread	1 Each	Enriched Bread	2 Slice	Flour Tortillas	2 Each
	Cake with Icing	1 Each	Cake with Icing	1 Slice	Cookie	3 Each	Cake	1 slice	Cake	1 slice	Cake	1 slice	Chocolate Pudding	1/2 Cup
	Salt Pkt	1 Each	Salt Pkt	1 Each	Salt Pkt	1 Each	Salt Pkt	1 Each	Salt Pkt	1 Each	Salt Pkt	1 Each	Salt Pkt	1 Each
	Vitamin Beverage	1 Cup	Vitamin Beverage	1 Cup	Vitamin Beverage	1 Cup	Vitamin Beverage	1 Cup	Vitamin Beverage	1 Cup	Vitamin Beverage	1 Cup	Vitamin Beverage	1 Cup
Milk 2% with Vit A&D	1 Cup	Milk 2% with Vit A&D	1 Cup	Milk 2% with Vit A&D	1 Cup	Milk 2% with Vit A&D	1 Cup	Milk 2% with Vit A&D	1 Cup	Milk 2% with Vit A&D	1 Cup	Milk 2% with Vit A&D	1 Cup	

*Items designated by "FZ" are volume measurements. *Items designated by "WZ" are weighted measurements. *Menus substitutions may occur due to extraordinary circumstances or product availability.

5/9/2013

Dietitians Signature

Date

Food Service Director

Date

Client's Signature

Date

**INMATE MENU
WEEKLY CYCLE
NEW HANOVER COUNTY DETENTION FACILITY**

Menu Week **4**

State: **North Carolina**

	Meal #		Meal #		Meal #		Meal #		Meal #		Meal #		Meal #	
	THURSDAY 64		FRIDAY 67		SATURDAY 70		SUNDAY 73		MONDAY 76		TUESDAY 79		WEDNESDAY 82	
B R E A K F A S T	Fruit Juice	1/2 Cup	Fruit Juice	1/2 Cup	Fruit Juice	1/2 Cup	Fruit Juice	1/2 Cup	Fruit Juice	1/2 Cup	Fruit Juice	1/2 Cup	Fruit Juice	1/2 Cup
	Grits	1 Cup	Oatmeal	1 Cup	Grits	1 Cup	Grits	1 Cup	Cold Cereal	1 Cup	Grits	1 Cup	Grits	1 Cup
	Scrambled Eggs	1/2 Cup	Turkey Sausage	2 WZ	Scrambled Eggs	1/2 Cup	Scrambled Eggs	1/2 Cup	Creamed Beef Hash Browns	3/4 Cup 3/4 Cup	Scrambled Eggs	1/2 Cup	Boiled Eggs	2 Each
	Biscuit	1 Each	Pancakes	2 Each	Biscuit	1 Each	Biscuit	1 Each	Biscuit	1 Each	Biscuit	1 Each	Biscuit	1 Each
	Jelly	1 WZ	Syrup 1 1/2 oz	1 Each	Jelly	1 WZ	Jelly	1 WZ			Jelly	1 WZ	Jelly	1 WZ
	Margarine Pat	1 Each	Margarine Pat	1 Each	Margarine Pat	1 Each	Margarine Pat	1 Each			Margarine Pat	1 Each	Margarine Pat	1 Each
	Sugar	2 Each	Sugar	2 Each	Sugar	2 Each	Sugar	2 Each	Sugar	2 Each	Sugar	2 Each	Sugar	2 Each
	Salt Pkt	1 Each	Salt Pkt	1 Each	Salt Pkt	1 Each	Salt Pkt	1 Each	Salt Pkt	1 Each	Salt Pkt	1 Each	Salt Pkt	1 Each
	Coffee	1 Cup	Coffee	1 Cup	Coffee	1 Cup	Coffee	1 Cup	Coffee	1 Cup	Coffee	1 Cup	Coffee	1 Cup
	Milk 2% with Vit A&D	1 Cup	Milk 2% with Vit A&D	1 Cup	Milk 2% with Vit A&D	1 Cup	Milk 2% with Vit A&D	1 Cup	Milk 2% with Vit A&D	1 Cup	Milk 2% with Vit A&D	1 Cup	Milk 2% with Vit A&D	1 Cup
L U N C H	Meal # 65		Meal # 68		Meal # 71		Meal # 74		Meal # 77		Meal # 80		Meal # 83	
	Chili with Beans	1 Cup	Turkey Franks	2 Each	Bologna Ham Cheese	1 WZ 1 WZ 1 Slice	Turkey ala King	1 Cup	Meat Sauce	1/2 Cup	Chicken Pattie Chicken Gravy	4 WZ 2 FZ	Sloppy Joe	1/2 Cup
	Rice	1 Cup	Northern Beans	1 Cup			Yellow Rice	1 Cup	Spaghetti	1 Cup	Buttered Noodles	1 Cup	Macaroni & Cheese	1 Cup
	Carrots	1/2 Cup	Cole Slaw	3/4 Cup	Macaroni Salad	1 Cup	Carrots	1/2 Cup	Mixed Vegetables	1/2 Cup	Green Peas	1/2 Cup	Carrots	1/2 Cup
	Cornbread	1 Each	Enriched Bread	2 Slice	Enriched Bread Cookie	2 Each 1 Each	Cornbread	1 Each	Cornbread	1 Each	Enriched Bread	2 Slice	Enriched Bread	2 Slice
	Cake with Icing	1 Each	1/2 Canned Fruit or 1 Fresh Fruit	1 Each			Bread Pudding	1/2 Cup	Cake with Icing	1 Each	1/2 Canned Fruit or 1 Fresh Fruit	1 Each	Cake	1 slice
	Salt Pkt	1 Each	Salt Pkt	1 Each	Mustard/Mayo	1 Each	Salt Pkt	1 Each	Salt Pkt	1 Each	Salt Pkt	1 Each	Salt Pkt	1 Each
	Vitamin Beverage	1 Cup	Vitamin Beverage	1 Cup	Vitamin Beverage	1 Cup	Vitamin Beverage	1 Cup	Vitamin Beverage	1 Cup	Vitamin Beverage	1 Cup	Vitamin Beverage	1 Cup
D I N E R	Meal # 66		Meal # 69		Meal # 72		Meal # 75		Meal # 78		Meal # 81		Meal # 84	
	Char Burger	4 WZ	Meat Sauce	1/2 Cup	Meat Loaf Gravy	3 WZ 2 FZ	Burrito Meat Filling	1/2 Cup	Hamburger Catsup/Mustard	3 WZ 1 Each	Chicken-n-Rice	11/4 Cup	Salisbury Steak Brown Gravy	4 WZ 2 FZ
	Chef Potatoes	1 Cup	Spaghetti	1 Cup	Rice	1 cup	Spanish Rice	1 Cup	Oven Brown Potatoes	1 Cup			Mashed Potatoes	1 Cup
	Green Beans	1/2 Cup	Cabbage	1/2 Cup	Mixed Vegetable	1/2 Cup	Pinto Beans	3/4 Cup	Green Beans	1/2 Cup	Green Peas	1/2 Cup	Collard Greens	1/2 Cup
	Enriched Bread	2 Slice	Enriched Bread	2 Slice	Enriched Bread	2 Each	Flour Tortillas	2 Each	Enriched Bread	2 Slice	Enriched Bread	2 Each	Enriched Bread	2 Slice
	Cake with Icing	1 Each	Cake with Icing	1 Each	Fruit Crisp	1/2 Cup	Chocolate Pudding	1/2 Cup	Cake	1 slice	Cake with Icing	1 Each	Cookie	3 Each
	Salt Pkt	1 Each	Salt Pkt	1 Each	Salt Pkt	1 Each	Salt Pkt	1 Each	Salt Pkt	1 Each	Salt Pkt	1 Each	Salt Pkt	1 Each
	Vitamin Beverage	1 Cup	Vitamin Beverage	1 Cup	Vitamin Beverage	1 Cup	Vitamin Beverage	1 Cup	Vitamin Beverage	1 Cup	Vitamin Beverage	1 Cup	Vitamin Beverage	1 Cup
	Milk 2% with Vit A&D	1 Cup	Milk 2% with Vit A&D	1 Cup	Milk 2% with Vit A&D	1 Cup	Milk 2% with Vit A&D	1 Cup	Milk 2% with Vit A&D	1 Cup	Milk 2% with Vit A&D	1 Cup	Milk 2% with Vit A&D	1 Cup

*Items designated by "FZ" are volume measurements. *Items designated by "WZ" are weighted measurements. *Menus substitutions may occur due to extraordinary circumstances or product availability.

5/9/2013

Dietitians Signature

Date

Food Service Director

Date

Client's Signature

Date

NORTH CAROLINA

AGREEMENT

NEW HANOVER COUNTY

THIS CONTRACT is made and entered into this the ____ day of _____, 2014 by and between **NEW HANOVER COUNTY**, a political subdivision of the State of North Carolina, hereinafter referred to as "County"; and _____, a _____, duly authorized to do business in the state of North Carolina, (hereinafter referred to as "Contractor").

WITNESSETH:

WHEREAS, the County and the Contractor have negotiated a contract for the performance of certain food management services, and County wishes to enter into an Agreement with Contractor; and

WHEREAS, the parties hereto desire to reduce the terms of this Agreement to writing;

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the parties agree as follows:

1. **Scope of Services.** Contractor agrees to provide food management services for the New Hanover County Detention Facility in accordance with and as more fully described in Exhibit "A," attached hereto and incorporated herein by reference.

2. **Term of Contract.** The term of the contract is from **Notice to Proceed** through midnight on **June 30, 2015**. This contract shall be renewable, at the sole discretion of County, for an additional two (2) one (1) year periods, with the same terms and conditions.

3. **Meal Price.** County shall pay for meals served or ordered, whichever is greater, based upon the order for each serving period. The actual unit price per meal varies according to the total amount for each serving period as follows:

\$ _____ per meal for serving periods when the amount of either the served or ordered meals is between _____ meals.

\$ _____ per meal for serving periods when the amount of either the served or ordered meals is between _____ meals.

\$ _____ per meal for serving periods when the amount of either the served or ordered meals is between _____ meals.

County shall pay Contractor the established unit price per mal for each delivered meal that satisfies all requirements of this Contract. Contractor shall submit monthly bills to the Chief Jailer, or his designee, and the County shall pay monthly bills within thirty (30) days after acceptance of services by County and receipt of invoice. County and Contractor shall negotiate and agree upon the value of any extra work or services prior to the issuance of a County Change Order or Renewal/Amendment (CRA) form covering said extra work or services. Such Change Order or CRA shall set forth the corresponding adjustment, if any, to the Contract Price and Contract Time.

4. **Indemnity.** Contractor shall indemnify and hold County, its officers, officials, agents and employees, harmless against any and all claims, demands, causes of action, or other liability, including attorney fees, on account of bodily injuries or death or on account of property damages arising out of or relating to the work to be performed by Contractor hereunder, resulting from the negligence of or the willful act or omission of Contractor, its agents, employees and subcontractors.

5. **Insurance.** Before commencing any work, the Contractor shall procure insurance in the Contractor’s name and maintain all insurance policies for the duration of the Contract of the types and in the amounts listed in this Contract. The insurance shall provide coverage against claims for injuries to persons or damages to property which may arise from operations or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees, or subcontractors, whether such operations by itself or anyone directly or indirectly employed by it.

6. **Minimum Scope and Limits of Insurance**

6.1 **Commercial General Liability**

6.1.1 Contractor shall maintain Commercial General Liability (CGL) and if necessary, Commercial Umbrella Liability insurance with a total limit of not less

than \$5,000,000 each occurrence for bodily injury and property damage. If such CGL insurance contains a general aggregate limit, it shall apply separately to this contract or the general aggregate shall be twice the required limit.

6.1.2 CGL insurance shall be written on Insurance Services Office (ISO) "occurrence" form CG 00 01 covering CGL or its equivalent and shall cover the liability arising from premises, operations, independent contractors, products-completed operations, personal and advertising injury, and liability assumed under an insured contract , including the tort liability of another assumed in a business contract.

6.1.3 County, its officers, officials, agents, and employees are to be covered as additional insureds under the CGL by endorsement CG 20 26 or an endorsement providing equivalent coverage as respects to liability arising out of activities performed by or on behalf of Contractor; products and completed operations of Contractor; premises owned, leased or used by Contractor; and under the commercial umbrella, if any. The coverage shall contain no special limitations on the scope of protection afforded to County, its officers, officials, agents, and employees

6.1.4 Contractor's CGL insurance shall be primary as respects County, its officers, officials, agents, and employees. Any other insurance or self-insurance maintained by County, its officers, officials, agents, and employees shall be excess of and not contribute with Contractor's insurance.

6.1.5 Contractor shall maintain CGL and if necessary, Commercial Umbrella Liability insurance with a total limit of not less than \$5,000,000 each occurrence for bodily injury and property damage. If such CGL insurance contains a general aggregate limit, it shall apply separately to this project/location or the general aggregate shall be twice the required limit.

6.2 Workers' Compensation and Employer's Liability

6.2.1 Contractor shall maintain Workers' Compensation as required by the General Statutes of the State of North Carolina and Employer's Liability Insurance.

6.2.2 The Employer's Liability, and if necessary, Commercial Umbrella Liability insurance shall not be less than \$1,000,000 each accident for bodily injury by accident, \$1,000,000 each employee for bodily injury by disease, and \$1,000,000 policy limit.

6.2.3 The insurer shall agree to waive all rights of subrogation against County, its officers, officials, agents, and employees for losses arising from work performed by Contractor for County.

6.3 Business Auto Liability

6.3.1 Contractor shall maintain Business Auto Liability and, if necessary, Commercial Umbrella Liability insurance with a limit of not less than \$5,000,000 each accident.

6.3.2 Such insurance shall cover liability arising out of any auto, including owned, hired, and non-owned autos.

6.3.3 Business Auto coverage shall be written on ISO form CA 00 01, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in ISO form CA 00 01.

6.3.4 Contractor's Business Auto Liability insurance shall be primary as respects County, its officers, officials, agents, and employees. Any other insurance or self-insurance maintained by County, its officers, officials, agents, and employees shall be excess of and not contribute with Contractor's insurance.

6.4 Deductibles and Self-Insured Retentions

6.4.1 Any deductibles or self-insured retentions must be declared to and approved by County. At the option of County, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects County, its officers, officials, agents, and employees; or Contractor shall procure a bond guaranteeing payment of deductibles or self-insured retentions.

6.4.2 Contractor shall be solely responsible for the payment of all deductibles to which such policies are subject, whether or not County is an insured under the policy.

6.5 Miscellaneous Insurance Provisions

6.5.1 The policies are to contain, or be endorsed to contain, the following provisions:

6.5.2 Any failure to comply with reporting provisions of the policies listed in this Agreement shall not affect coverage provided to County its officers, officials, and employees.

6.5.3 Each insurance policy required by this Contract shall be endorsed to state that coverage shall not canceled by either party except after thirty (30) days prior written notice has been given to County, 230 Government Center Drive #125, Wilmington, NC 28403.

6.5.4 If Contractor's liability policies do not contain the standard ISO separation of insureds provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

6.6 Acceptability of Insurers. Insurance is to be placed with insurers licensed to do business in the State of North Carolina with an A.M. Best's rating of no less than A VII unless County has granted specific approval.

6.7 Evidence of Insurance

6.7.1 Contractor shall furnish County with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements prior to commencing the work, and thereafter upon renewal or replacement of each certified coverage until all operations under this contract are deemed complete.

6.7.2 Evidence of additional insured status shall be noted on the certificate of insurance as per requirements in this Agreement.

6.7.3 With respect to insurance maintained after final payment in compliance with requirements, an additional certificate(s) evidencing such coverage shall be provided to County with final application for payment and thereafter upon renewal or replacement of such insurance until the expiration of the period for which such insurance must be maintained.

6.8 Sub-Contractors. Contractor shall include all sub-contractors as insureds under its policies or shall furnish separate certificates for each sub-contractor. All coverage for sub-contractors shall be subject to all of the requirements stated herein. CGL coverage shall include independent Contractor's coverage, and Contractor shall be responsible for assuring that all sub-contractors are properly insured.

6.9 Conditions

6.9.1 The insurance required for this Contract must be on forms acceptable to County.

6.9.2 Where circumstances warrant, County may, at its discretion subject to acceptance by the Risk Management and Finance Department accept letters of credit or custodial accounts in lieu of specific insurance requirements.

6.9.3 Contractor shall provide that the insurance contributing to satisfaction of insurance requirements in this Agreement shall not be canceled, terminated, or modified by Contractor without prior written approval of County.

6.9.4 Contractor shall promptly notify New Hanover County Sheriff's Office and the Risk Management Office at (910) 798-7497 of any accidents arising in the course of operations under the Contract causing bodily injury or property damage.

6.9.5 County reserves the right to obtain complete, certified copies of all required insurance policies, at any time.

6.9.6 Failure of County to demand a certificate of insurance or other evidence of full compliance with these insurance requirements or failure of County to identify a deficiency from evidence that is provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

6.9.7 By requiring insurance herein, County does not represent that coverage and limits will necessarily be adequate to protect Contractor and such coverage and limits shall not be deemed as a limitation of Contractor's liability under the indemnities granted to County in this Contract.

6.9.8 If Contractor fails to maintain the insurance as set forth herein, County shall have the right, but not the obligation, to purchase said insurance at Contractor's expense.

6.9.9 Contractor or its agent may apply to County for approval of higher deductibles based on financial capacity and quality of the carrier affording coverage.

6.9.10 County shall have the right, but not the obligation of prohibiting Contractor or any sub-contractor from entering the project site or withhold payment until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by County.

7. **Default and Termination.** If Contractor fails to prosecute the services with such diligence as will insure its completion within the Contract time, or if Contractor breaches any of the terms or conditions contained in this Contract and fails to cure said breach within two (2) days of County's mailing of Notice of Default, or otherwise fails to perform the services hereunder to the County's reasonable satisfaction, County may terminate this Contract forthwith. Upon termination, County may, without prejudice to an action for damages or any other remedy, take the prosecution of the services out of the hands of Contractor. County may enter into another Contract for the completion of the Contract, or use such other methods as may be required for the completion of the Contract. County may deduct all costs of completing the Contract from any monies due or which may become due to Contractor. In the event this Contract is terminated prior to completion of the services by the Contractor, the Contractor shall be paid for services performed to the date of termination. In no event will the amount due Contractor in the event of termination exceed that amount set forth in this Contract. Nothing contained herein shall prevent the County from pursuing any other remedy, which it may have against Contractor, including claims for damages.

8. **Non-Waiver of Rights.** The parties hereto mutually agree that County's failure to insist upon the strict performance of any provision of this Contract or to exercise any right based upon a breach thereof, or the acceptance of any performance during such breach, shall not constitute a waiver of any rights under this Contract.

9. **Subcontractors.** Contractor shall be fully responsible for all negligent acts and omissions of its subcontractors and of persons and organizations employed by them to the same extent that Contractor would be responsible for these acts and omissions. Nothing in the contract documents shall create any contractual relationship between County and any subcontractor or other person or organization having a direct contract with Contractor, nor shall it create any obligation on the part of County to pay any money due any such subcontractor or other person or organization, except as may otherwise be required by law. Contractor shall not subcontract without the express written consent of the County.

10. **Assignment.** The parties mutually agree that this Agreement is not assignable and shall not be assigned by either party without the written consent of the other party and the surety to this contract.

11. **Non-Discrimination.** Contractor will take affirmative action not to discriminate against any employee or applicant for employment or otherwise illegally deny any person participation in or the benefits of the project, which is the subject of this contract because of age, race, creed, color, sex, disability, or national origin. To the extent applicable, Contractor will comply with all provisions of Executive Order No. 11246, the Civil Rights Acts of 1964 (P.L. 88-352) and 1968 (P.L. 90-284), and all applicable Federal, State and local laws, ordinances, rules, regulations, orders, instructions, designations and other directives promulgated to prohibit discriminations. Violation of this provision, after notice, shall be a material breach of this Agreement and may result, at County's option, in a termination or suspension of this Agreement in whole or in part.

12. **Familiarity with Laws.** The Contractor specifically acknowledges that it has made himself familiar with all Federal, State and local laws, ordinances, rules and regulations, including all Federal and State Occupational Safety and Health Act (OSHA) requirements, which may in any manner affect those engaged or employed in the work of the project, or the materials or equipment in or about such work, or in any way affect the conduct of such work and agrees that its employees, subcontractors and suppliers will, at all times, comply with same. If the Contractor shall discover any provisions in the Contract Documents that are contrary to or inconsistent with any such law ordinance, rule or regulation, Contractor shall immediately give notice thereof to the County in writing, identifying any items of work affected, and shall not proceed until it has received written direction from the County with respect to these items. If the Contractor performs contrary to or inconsistently with any such law ordinance rule or regulation without giving such notice, Contractor shall bear all costs, which are a consequence of such performance.

13. **Notices.** All notices required hereunder to be sent to either party shall be sent to the following designated addresses, or to such other address or

addresses as may hereafter be designated by either party by mailing of written notice of such change of address, by Certified Mail, Return Receipt Requested:

To County:
New Hanover County Detention Facility
Attention: _____
3950A Juvenile Center Drive
Castle Hayne, NC 28429

To Contractor:

Attn: _____

14. **Independent Contractor.** The parties hereto mutually understand and agree that Contractor is an independent Contractor and not an agent of County, and as such, Contractor, its agents and employees shall not be entitled to any County employment benefits, such as, but not limited to, vacation, sick leave, insurance, worker's compensation, or pension or retirement benefits.

15. **Interpretation.** All of the terms and conditions contained in the contract documents shall be interpreted in accordance with the laws of the State of North Carolina.

16. **No Construction Against Drafter.** This Agreement has been negotiated and drafted by both parties, so if an ambiguity or a question of intent or interpretation arises, this Agreement is to be construed as if the parties had drafted it jointly, as opposed to being construed against a party because it was responsible for drafting one or more provisions of the Agreement.

17. **Contract Under Seal.** The parties hereto expressly agree to create a contract under seal.

18. **Entire Understanding.** This Contract constitutes the entire understanding of the parties and contains all of the terms agreed upon with respect to the subject matter hereof. No modification or rescission of this Contract shall be effective unless evidenced by a signed writing.

19. **E-Verify Compliance.** Pursuant to Session Law 2013-418, Contractor shall fully comply with the U.S. Department of Homeland Security employee

legal status E-Verify requirements for itself and all its subcontractors, if applicable. County requires an affidavit attesting to Contractor's compliance. Violation of the provision, unless timely cured, shall constitute a breach of contract.

IN WITNESS WHEREOF, the parties have hereunto affixed their hands and seals, the day and year first above written and by authority duly given.

NEW HANOVER COUNTY

[SEAL]

County Manager

ATTEST:

Clerk to the Board

CONTRACTOR:

[CORPORATE SEAL]

Signature

Printed Name

Title

ATTEST:

Secretary

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

Approved as to form:

County Finance Director

County Attorney

NORTH CAROLINA

NEW HANOVER COUNTY

I, _____, a Notary Public of the State and County aforesaid, certify that Sheila Schult personally came before me this day and acknowledged that she is Clerk to the Board of County Commissioners of New Hanover County, and that by authority duly given and as the act of the Board, the foregoing instrument was signed in its name by its _____ Manager, sealed with its official seal and attested by herself as its Clerk.

WITNESS my hand and official seal, this ____ day of _____, 2014.

Notary Public

My commission expires: _____

STATE OF _____

COUNTY OF _____

I, _____, a Notary Public of the State and County aforesaid, certify that _____ personally came before me this day and acknowledged that (s)he is Secretary of _____ a _____ corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its President, _____, sealed with its official seal and attested by himself/herself as its Secretary.

WITNESS my hand and official seal, this ____ day of _____, 2014.

Notary Public

My commission expires: _____

STATE OF NORTH CAROLINA

AFFIDAVIT

COUNTY OF _____

I, _____ (hereinafter Affiant), being duly authorized by and on behalf of

_____ (hereinafter "Employer") after first being duly sworn hereby

swears or affirms as follows:

dm

1. Employer understands that E-Verify is the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law in accordance with NCGS §64-25(5).
2. Employer understands that Employers Must Use E-Verify. Each employer, after hiring an employee to work in the United States, shall verify the work authorization of the employee through E-Verify in accordance with NCGS§64-26(a).
3. Employer is a person, business entity, or other organization that transacts business in this State and that employs 25 or more employees in this State. (mark Yes or No)
 - a. YES _____, or
 - b. NO _____
4. Employer's subcontractors must comply with E-Verify and Employer will ensure compliance with E-Verify by any subcontractors subsequently hired.

This ____ day of _____, 2014.

Signature of Affiant

Print or Type Name: _____

State of North Carolina County of _____

Signed and sworn to (or affirmed) before me, this the _____

day of _____, 2014.

My Commission Expires:

Notary Public

(Affix Official/Notarial Seal)