



Request for Proposal

RFP # 23-043

Food Service Management

Wake County Sheriff's Office – Jail Facilities

Wake County, North Carolina
P.O. Box 550
Raleigh, North Carolina 27602

Proposals are due May 30, 2023 before
3:00 pm local time.

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1.0 Introduction

1.1 Introduction

Wake County, North Carolina (“The County”) is seeking proposals from a qualified consulting firm to provide food preparation, dietitian, delivery, and serving services for the inmates housed in the Sheriff’s Office Jail Facilities.

Throughout this request for proposals (“RFP”), the “Proposer” refers to qualified firms that submit Proposals and the “Consultant” refers to the Proposer who is selected to provide the services described within this RFP.

1.2 Project Overview

1.2.1 County Overview

Wake County: Wake County is the most populous county in North Carolina. The County consists of 12 municipalities and includes Raleigh, the County seat and State capitol. The County’s population is estimated at over one million residents.

1.2.2 Wake County Sheriff’s Office Overview

Sheriff’s Office: The Wake County Sheriff’s Office currently houses inmates in two (2) locations, the Public Safety Center and the Wake County Detention Center.

The two locations, with the rated capacity, are:

- A. Public Safety Center Jail (PSC)
330 S. Salisbury Street
Raleigh NC 27602
Rated capacity: 480 inmates
- B. Wake County Detention Center (WCDC)
3301 Hammond Road
Raleigh NC 27603 (approx. 3 miles from PSC)
Rated capacity: 1,094 inmates

Total System Rated Capacity: 1,574

Daily Population Estimates: approximately 1,300 – 1,350*

*Subject to change based on system needs.

Note: Rated capacity does not mean that all beds will be filled every day during contract period. There is no guarantee of jail population.

1.3 Scope of Services

The Sheriff’s Office is seeking a vendor to provide food services to the County Jail of three daily nutritious meals to all individuals in their custody. Meal production is to occur in a clean environment using equipment and methods that comply with National Sanitation Foundation and all applicable jurisdictional health department standards and practices. Considerations are to be made to allow for special dietary needs such as religious, vegetarian, medical conditions, and/or preferences. Meals are provided three times daily to all inmates.

Vending, or concession, operations are not included in this request for proposal.

1.4 General Proposal Requirements

When responding to this RFP, please follow all instructions carefully. Proposers may submit proposals for both the jail facilities and/or the SWSC. Please submit proposal contents according to the outline specified and submit documents according to the instructions. Failure to follow these instructions will be considered a non-responsive proposal and may result in immediate elimination from further consideration.

By submitting a proposal, Proposers acknowledge that:

- 1.4.1 The County reserves the right to reject any or all proposals if it determines that select proposals are not responsive to the RFP. The County reserves the right to reconsider any proposal submitted at any phase of the procurement. It also reserves the right to meet with select Proposers at any time to gather additional information.
- 1.4.2 Proposals will be received by Wake County Government at the time noted on the cover page of this document. At that point, Wake County will close the receipt of proposals and begin the evaluation process. The only information that will be released will be the names of the respondent(s). No other information will be disclosed, except as required by the evaluation process, until a contract is awarded.

Wake County, solely at its option, may disclose the name(s) of any firms or companies being considered or elevated during the process. Proposers are not to contact any county staff or elected official in reference to the process due to the nature of a competitive environment and to protect the integrity of the RFP process. As information becomes available and is relevant for release, that information will be shared with respondents.

2.0 General Submittal Requirements

2.1 Proposal Contact

This RFP and any subsequent action taken as a result thereof is issued by the Wake County Procurement Services in accordance with North Carolina General Statutes on behalf of the County. Proposal responses should be directed to Procurement Services, specifically to the Purchasing Director, as outlined below. In regards to this RFP and subsequent procurement process, vendors shall make NO CONTACTS, either written or verbal, with any Wake County employee, staff member, or Board of Commissioner members during the period beginning with the issuance of this document through approval of award unless authorized by the proposal contact. ***Any attempt by a Proposer to contact or influence a member or members of the aforementioned will result in the immediate disqualification of the Proposer from award for items or services on this RFP.***

Proposal Contact:

**Melissa England
Wake County Procurement Services
Melissa.England@wake.gov
919-856-6327**

2.2 Proposal Submittal Requirements

Proposers are required to prepare their proposals in accordance with the instructions outlined in this part and elsewhere in this RFP. Each Proposer is required to submit its proposal in a sealed package.

Five (5) hard copies and (1) electronic copy on a USB drive shall be submitted to the address shown below.

Mailing Address:

Melissa England
Wake County Finance Dept - Procurement Services
Wake County Justice Center, 2nd Floor – Ste 2900
301 S. McDowell Street
Raleigh, NC 27601

The County must receive proposals no later than 3:00 PM on May 30, 2023. *The Proposer's name, RFP number, and proposal closing time and date must be marked clearly on the proposal submission.* The time of receipt shall be determined by the time clock in the Wake County Procurement Services office. The County will not be held responsible for the failure of any mail or delivery service to deliver a proposal response prior to the stated proposal due date and time. It is solely the Proposer's responsibility to: (1) Ascertain that they have all required and necessary information, documents and addenda, prior to submitting a response; (2) Ensure that the response is received at the correct location and time. Late responses, regardless of delivery means, will not be accepted. Fax or email responses will not be accepted.

2.3 Proposer Expenses

The County will not be responsible for any expenses incurred by any Proposer in the development of a response to this Request for Proposal or any other activities associated with this procurement including but not limited to any onsite (or otherwise) interviews and/or presentations, and/or supplemental information provided, submitted, or given to Wake County and/or its representatives. Further, the County shall reserve the right to cancel the work described herein prior to issuance and acceptance of any contractual agreement/purchase order by the recommended Proposer even if the Board of Commissioners has formally accepted a recommendation.

2.4 Interpretations, Discrepancies, and Omissions

Should any Proposer find discrepancies, omissions or ambiguities in this RFP, the Proposer must at once request in writing an interpretation from proposal contact listed in Section 2.1. The deadline for submitting questions is May 16, 2023 by 5:00 PM. All questions will be answered to the extent possible in the form of addenda to the specifications. The addenda will be available by May 19, 2023. All written requests for clarification should be addressed to the attention of Proposal Contact listed in Section 2.1

Failure to request an interpretation will be considered evidence that the Proposer understands the provision of the RFP.

The issuance of a written addendum is the only official method by which interpretation, clarification or additional information will be given by the County. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarification will be without legal effect. It is the County's intent not to issue any addenda after May 19, 2023.

2.5 Tentative Schedule

Date	Event
RFP Release	May 2 nd
Pre-Proposal Meeting and Tour	May 15 th . 2 pm
Last Day to Submit Questions	May 16 th by 5:00 pm
Responses to Questions Provided	May 19 th
RFP Due	May 30th before 3pm
Contract Start Date for Selected Vendor	July 1 st

2.6 Pre-Proposal Meeting and Tour

The County will also make a good faith effort to provide other data or attachments, if the request will further clarify the project's scope. A pre-proposal meeting will be held at 2:00pm, May 15, 2023 in 1st floor Conference Room (Room C170) of the Public Safety Center, 330 S. Salisbury Street, Raleigh, NC 27601. Attendance is encouraged. Following the meeting will be a tour of the kitchen located in Wake County Detention Center, 3301 Hammond Rd, Raleigh, NC 27603. A copy of all answers and further clarifications provided by the County to those making inquiries will be posted as an addendum to the RFP on the County's website by May 19, 2023.

2.7 Finalists and Interviews

From the proposals received, County or Wake County Sheriff's Office staff may identify a short-list of finalists. The finalists will be expected to make a presentation to and/or respond to questions. Additional information regarding the content of the presentation will be provided to the selected finalists.

2.8 Award

Wake County reserves the right to award a contract, based on initial offers received from Proposers, without discussion and without conducting further negotiations. Under such circumstance, the acceptance of a proposal by the County shall be deemed to be an acceptance of an offer and that such acceptance will be binding upon both parties. The County may also, at its sole discretion, have discussions with those Proposers that it deems to fall within a competitive range. The County may enter into negotiations separately with such Proposers. Negotiations with a Proposer may continue with a Proposer that the County has tentatively selected to award a contract to. The County shall not be deemed to have finally selected a Proposer until a contract has been successfully negotiated and signed by both parties.

2.9 Non-disclosure of County Information

The Proposer and its agents shall treat all data and information gathered by the Proposer and its agents, including this RFP and all reports, recommendations, specifications, and data as confidential. The Proposer and its agents shall not disclose or communicate the aforesaid matters to a third party or use them in advertising, propaganda, and/or in another job or jobs, unless written consent is obtained from the County.

2.10 Retention of Proposer Material

Any and all information submitted in conjunction with this RFP and the evaluation process will not be returned to the respondent.

3.0 General Terms and Conditions

3.1 Certification

The Proposer hereby certifies that it has carefully examined this Request for Proposal and the Proposer certifies that it understands the scope of the work to be done and that the Proposer has knowledge and expertise to provide the scope of the work. By signature on the response to the RFP, the Proposer certifies that its proposal is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a proposal for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud, so that all proposals for the purchase will result from free, open and competitive proposing among all vendors. Further, the Proposer certifies that it understands that collusive bidding/proposing is a violation of Federal law and can result in fines, prison sentences, and civil damage awards.

3.2 Conflict of Interest

By submission of a response, the Proposer agrees that at the time of submittal, it: (1) has no interest (including financial benefit, commission, finder's fee, or any other remuneration) and shall not acquire any interest, either direct or indirect, that would conflict in any manner or degree with the performance of Proposer's services, or (2) will not benefit from an award resulting in a "Conflict of Interest." A "Conflict of Interest" shall include holding or retaining membership, or employment, on a board, elected office, department, division or bureau, or committee sanctioned by and/or governed by Wake County. Proposers shall identify any interests, and the individuals involved, on separate paper with the response and shall understand that the County, in consultation with legal counsel, may reject their proposal.

3.3 Assignment

No assignment of the Proposer's obligations or the Proposer's right to receive payment hereunder shall be permitted without prior consent of the County. The Proposer may not sell, assign, transfer or convey the contract resulting from this RFP, in whole or in part, without the prior written approval from the County.

3.4 Indemnification

The Consultant will indemnify and hold the County harmless from any and all liability, expense, judgment, suit, or cause of action for personal injury, death, or direct damage to tangible property which may accrue against the County to the extent it is caused by the negligence of Consultant, its sub-consultants, or their employees or agents, while performing duties under this Agreement, provided that the County gives the Consultant prompt, written notice of any such claim or suit. The County shall cooperate with Consultant in its defense or settlement of such claim or suit. This section sets forth the full extent of the Consultant's general indemnification of the County from liabilities that are in any way related to Consultant's performance under this Agreement.

3.5 Independent Contractor

It is understood that in the performance of any services herein provided, the Proposer shall be, and is, an independent contractor, and is not an agent or employee of the County and shall furnish such services in its own manner and method, except as required by this contract. Further, the Proposer has, and shall retain the right to exercise full control over the employment, direction, compensation, and discharge of all persons employed by the Proposer in the performance of the services hereunder. The Proposer shall be solely responsible for, and shall indemnify, defend, and save the County harmless, from all matters relating to the payment of its employees, including compliance with Social Security, withholding, and all other wages, salaries, benefits, taxes, exactions, and regulations of any nature whatsoever.

3.6 Payment

Payment for the services rendered pursuant to the Agreement resulting from this RFP shall be made in amounts and at times set forth in the Agreement and shall be made upon receipt of original invoice(s) in accordance and in conformity with payment dates for bills and claims as established by the County. Prior to payment, the Consultant must submit an original dated itemized invoice of services rendered. (Photographs or facsimiles of invoices will not be accepted.) Any reimbursement for expenses as allowed in the Agreement that are included in the invoice(s) must be supported with attached original billings for such expenses.

3.7 Insurance

Proposers shall obtain, at their sole expense, all insurance required in the following paragraphs and shall not commence work until such insurance is in effect and certification thereof has been received by Wake County's Finance Department.

Workers' Compensation Insurance, with limits for Coverage A: Statutory for State of North Carolina, and Coverage B - Employers Liability: \$500,000 each accident/disease each employee/disease policy limit.

Commercial General Liability, with limits not less than \$1,000,000 per occurrence and \$2,000,000 aggregate.

Commercial Automobile Liability, with limits not less than \$1,000,000 per accident for bodily injury and property damage applicable to any vehicle used during performance of services, including coverage for owned, hired, and non-owned vehicles. Evidence of commercial automobile coverage is only required if vehicles are used in the provision of services under this Agreement.

Professional Liability (Errors and Omissions), with limits not less than \$1,000,000 per claim and \$2,000,000 aggregate.

All insurance companies must be authorized to do business in North Carolina and have an AM Best rating of "A-/VII" or better; or have reasonable equivalent financial strength to the satisfaction of Wake County's Finance Department. If any required insurance policy expires during the term of this Agreement, Proposer must provide a certificate of insurance to the Wake County Finance Department as evidence of policy renewal prior to such policy expiration. Proposer shall be responsible for providing the Wake County Finance Department with 30-day notice of insurance policy cancellation or non-renewal during the term of this Agreement and for three years subsequent for any claims made coverage.

Response to this RFP indicates the ability to procure the coverages specified above. If Provider does not meet the insurance requirements specified above, alternate insurance

coverage satisfactory to Wake County may be considered. Any request for consideration of alternate coverage must be presented within Proposer's response to this RFP.

3.8 Governing Law

This RFP and any contract resulting therefrom shall be governed by and construed according to the laws of the State of North Carolina. Should any portion of any contract be in conflict with the laws of the State of North Carolina, the State laws shall invalidate only that portion. The remaining portion of the contract(s) shall remain in effect.

3.9 Confidential Information/Public Records Law

INFORMATION SUBMITTED IN RESPONSE TO REQUESTS FOR BIDS, PROPOSALS, AND OTHER PROCUREMENT METHODS SUBJECT TO PUBLIC RECORDS LAW

Wake County is subject to North Carolina's Public Records Act located in Chapter 132 of the North Carolina General Statutes. As a result, information submitted to and received by Wake County in response to a Request for Proposal/Request For Bid/Request For Quote/Request for Qualifications, or any other procurement method (collectively "Procurement Process"), is considered public record and may be released for public inspection after the contract award, or as otherwise permitted under NCGS § 143, without further notice to the proposer. The County does not intend to elicit confidential or trade secret information in response to a Procurement Process and assumes no responsibility for the submission of such information. Wake County reserves the right to share any information submitted in response to a Procurement Process with any person(s) or firm(s) involved in the review and evaluation phase of the Procurement Process.

CONFIDENTIAL OR TRADE SECRET INFORMATION

If a proposer nonetheless submits information in a bid proposal or other response to a Procurement Process and it considers such information to be confidential, then all four requirements of [NCGS 132-1.2](#) "Confidential Information" must be met for the County to consider withholding the information from public inspection in response to a public records request. **Among other legal requirements, information deemed to be "confidential" or "trade secret" by proposer must be clearly marked as such on the face of the document(s) at the time of the initial disclosure/submittal of RFP.** In addition, although not required by law, Wake County requests that any proposer who submits a proposal or response containing any such designation of confidentiality also submit a second copy of the proposal or response with the respective page(s) or section(s) redacted. The County will not agree to withhold an entire proposal or response from public inspection, thus proposers should refrain from including blanket restrictions on disclosure or all-encompassing claims of confidentiality.

When a public records request is made for information contained in or attached to a proposal or response that has been clearly marked as "trade secret" or "confidential" upon its submission, Wake County may, in its discretion and without further notice, release the redacted copy of the proposal or response to the requester if one has been previously submitted. Otherwise, the proposer will be notified of the request and given an opportunity to provide within a reasonable period a written explanation of the basis for claiming protection under N.C.G.S. 66-152 and N.C.G.S. 132-1 and/or a redacted proposal or response. The County shall make the final determination on release of the information. Should any civil action be brought against the County in an effort to compel or prevent the disclosure of information contained in a proposal or response that is deemed confidential by a proposer, the proposer may participate at its own expense; and by deeming any information in a proposal or response confidential, proposer further agrees to indemnify and hold harmless the County for and against any costs incurred by the County as a result of such litigation, including but not limited to fees or expenses arising out of N.C.G.S. 66-153 and N.C.G.S. 132-9.

3.10 Compliance with Laws and Regulations

Proposer must comply with all applicable State and Federal Laws. In the event any Governmental restrictions may be imposed which would necessitate alteration of the material, quality, workmanship or performance of the items offered on this proposal prior to their delivery, it shall be the responsibility of the successful Proposer to notify Wake County at once, indicating in their letter the specific regulation which required such alterations. The County reserves the right to accept any such alterations, including any price adjustments occasioned thereby, or to cancel the contract.

3.11 Acceptance

Submission of any proposal indicates a Proposer's acceptance of the conditions contained in this RFP unless clearly and specifically noted otherwise in the proposal.

Furthermore, the County is not bound to accept a proposal on the basis of lowest price, and further, the County has the sole discretion and reserves the right to cancel this RFP, and to reject any and all proposals, to waive any and all informalities and/or irregularities, or to re-advertise with either the identical or revised specifications, if it is deemed to be in the County's best interests to do so. The County reserves the right to accept or reject any or all of the items in the proposal, and to award the contract in whole or in part and/or negotiate any or all items with individual Proposers if it is deemed in the County's best interest. Moreover, the County reserves the right to make no selection if proposals are deemed to be outside the fiscal constraint or not in the best interest of the County.

3.12 Additional Services

The County also has a need for food services at the South Wilmington Street Center (homeless shelter). Please refer to **Attachment E – Additional Services** for information on bidding on these additional services.

The County reserves the right to negotiate additional services with the Vendor at any time after initial contract award.

3.13 E-Verify

To ensure compliance with the E-Verify requirements of the General Statutes of North Carolina, all contractors, including any subcontractors employed by the contractor(s), by submitting a bid, proposal or any other response, or by providing any material, equipment, supplies, services, etc, attest and affirm that they are aware and in full compliance with Article 2 of Chapter 64, (NCGS64-26(a)) relating to the E-Verify requirements.

3.14 Iran Divestment Act

By signing this agreement; accepting this contract/purchase order; or submitting any bid, proposal, etc., vendors and contractors certify that as of the date of execution, receipt, or submission they are not listed on the Final Divestment List created by the NC Office of State Treasurer pursuant to [NCGS 147 Article 6E, Iran Divestment Act](#), Iran Divestment Act Certification. Vendors and contractors shall not utilize any subcontractor that is identified on the Final Divestment List. In addition, any organization defined under NCGS 147-86.80(2), Divestment from Companies Boycotting Israel, shall not engage in business totaling more than \$1,000 with any company/business, etc. that boycotts Israel. A list of companies that boycott Israel is maintained by the NC Office of State Treasurer, pursuant to NCGS 147-86.81(a)(1). Any company listed as boycotting Israel is not eligible to do business with any State agency or political subdivision of the State.

3.15 Federal Uniform Guidance

If the source of funds for this contract is federal funds, the following federal provisions apply pursuant to 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II (as applicable):

Equal Employment Opportunity (41 C.F.R. Part 60); Davis-Bacon Act (40 U.S.C. 3141-3148); Copeland “Anti-Kickback” Act (40 U.S.C. 3145); Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708); Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387); Debarment and Suspension (Executive Orders 12549 and 12689); Byrd Anti-Lobbying Amendment (31 U.S.C. 1352); Procurement of Recovered Materials (2 C.F.R. § 200.322); and Record Retention Requirements (2 CFR § 200.324)

3.16 Anti-Discrimination

In consideration of signing this Agreement, the Parties hereby agree not to discriminate in any manner on the basis of race, natural hair or hairstyles, ethnicity, creed, color, sex, pregnancy, marital or familial status, sexual orientation, gender identity or expression, national origin or ancestry, marital or familial status, pregnancy, National Guard or veteran status, religious belief or non-belief, age, or disability with reference to the subject matter of this Contract. The Parties agree to comply with the provisions and intent of Wake County Ordinance SL 2017-4. This anti-discrimination provision shall be binding on the successors and assigns of the Parties with reference to the subject matter of this Contract.

4.0 Detailed Submittal Requirements

4.1 Proposal Format

Proposers shall prepare their proposals in accordance with the instructions outlined in this section. Each Proposer is required to submit the proposal in a sealed package. Proposals should be prepared as simply as possible and provide a straightforward, concise description of the Proposer’s capabilities to satisfy the requirements of the RFP. Utmost attention should be given to accuracy, completeness, and clarity of content. All parts, pages, figures, and tables should be numbered and clearly labeled. The proposal should be organized into the following major sections with tabs for each section:

PROPOSAL
SECTION TITLE

	Title Page
	Letter of Transmittal
	Table of Contents
1.0	Executive Summary
2.0	Scope of Services
3.0	Company Background and Relevant Experience
4.0	Client References for Similar Assignments
5.0	Cost Proposal

Instructions relative to each part of the response to this RFP are defined in the remainder of this section. Response information should be limited to pertinent information only. Marketing and sales type information is not to be included.

4.2 Executive Summary

(Proposal Section 1.0) This section of the response should be limited to a brief narrative summarizing the Proposer's proposal. The executive summary shall, at a minimum, include an identification of the proposed project team, responsibilities of the project team, and a summary of the proposed services. This section should highlight aspects of the proposal that make it superior or unique in addressing the needs of the County. Please note that the executive summary should identify the primary engagement contact. Contact information should include a valid e-mail address, fax number, and a telephone number.

4.3 Scope of Services

(Proposal Section 2.0) This section of the response should include a general discussion of the Proposer's overall understanding of the project and the scope of work proposed as outlined in Sections 1.

As the County is seeking a Vendor that brings substantial expertise in detention food operations, facility management and maintenance, the Proposer should outline a recommended approach, critical tasks and timeline for achieving the County's objectives in Sections 1 based on the Proposer's experience with organizations similar to the County.

Proposers are encouraged to provide examples of services provided to their clients and the impact of those services listed below.

4.3.1 Average Daily Population & Average Meal Counts

The Daily Population Estimates varies. The Weekly Meal Count per meal per day ranges from approximately 1,200 – 1,300. Wake County Sheriff's Office Weekly Detention Meal Count **See Attachment A.**

4.3.2 Food Service Process Details

The selected vendor shall follow Wake County Sheriff's Office operational procedures for preparing, transporting, and serving meals. All meals include a beverage (other than water). Water should not be substituted for a beverage unless required by special diet.

4.3.3 Menus

- A) The selected vendor must submit menus one month in advance to the detention director, assistant detention directors and/or Sheriff's designee. (There currently is a 4-week rotation of meals).
- B) Menus must accommodate "special diet" meals for medical and/or religious reasons. The medical protocols must be approved by Sheriff's designee.
- C) Occasional substitution of items is allowed, but it should be a rare occurrence. Menus need to be followed closely, including portion sizes, and should be approved by Sheriff's designee.
- D) The selected vendor must maintain a log when an item on the menu is replaced by an alternate item or when an item is left off the tray and no substitute is provided. This log must be submitted to Sheriff's designee the day the substitution occurs.
- E) Menus must be certified by a NC Licensed Dietician/Nutritionist, employed or retained by the selected vendor, that the menu conforms to and meets the requirements as set forth in subchapter 14J of the NC Administrative Code Section 10A NCAC 14J .0903 and .0905.

- F) Menus must also be approved by a NC Certified Dietician/Nutritionist designated by Wake County Sheriff's Office.
- G) Menus and actual food service delivery shall be inspected by the Wake County Sheriff's Office's dietician/nutritionist as least quarterly and the selected vendor shall incorporate any and all suggestions, recommendations, or findings of the Wake County Sheriff's Office designated dietician/nutritionist.

4.3.4 Food Service Process

- A) The selected vendor must provide an on-site supervisor. The supervisor will be responsible for the daily operation of the kitchen and will be the on-site point of contact for Sheriff's designee.
- B) Detention staff and on-site vendor supervisor will verify the actual number of meals served, (i.e. daily breakfast, lunch and dinner).
- C) Meals, using cook-serve production methods, are expected to be hot, except for bag lunches, and are to be delivered on time at the beginning of each period listed below:

Breakfast	6:00 AM -7:30 AM
Lunch	11 :00 AM -1 :00 PM
Dinner	4:30 PM -6:00PM

Meals are served every day of the year, including holidays. The selected vendor is responsible for purchasing all food and beverages, including water.

- D) On-site meals are served to all detainees at their housing units using an insulated multi-component tray system that includes mobile drying racks and transport carts for storage and delivery.
- E) Hot and cold beverages are prepared for transport in bulk containers in the kitchen for distribution with the food trays. The 9th floor and the intake/booking area of the PSC cannot use bulk containers. They require individual milk servings instead of the bulk beverage containers.
- F) The selected vendor is responsible for delivering meals to detention staff at PSC, WCDC, Courthouse Detention and Annex, if applicable, as per the schedule regardless of weather conditions.
- G) The selected vendor will not be responsible to distribute meals in inmate cells. The selected vendor will load meals on mobile carts; jail staff will verify count and transport meals to inmate housing areas. The selected vendor should call jail staff when meals are ready to be picked-up. There are no facilities at the Annex to allow for tray preparation or assembly.
- H) The selected vendor must provide lunch meals in the Courthouse for inmates being transported to court. These numbers are included in the Weekly Meal Count in section 3.2.
- I) All meals transported to inmates must be in the same/similar condition as all other prepared meals being served inside the detention facilities. The selected vendor is responsible for providing all staff required to transport meals and the transportation vehicles, which should be equipped with a lift and generator (see Section 3.3.4 for vehicle requirements). The selected vendor is responsible to load meals into heated carts, load the carts on the

transportation vehicle, transport meals, and unload carts at the detention sites. The selected vendor is responsible for delivering and retrieving all inmate trays on the transportation vehicle.

- J) Trays are returned to the main kitchen for processing and reuse. Carts are sanitized between each loading cycle. Food pans are washed and returned to the production areas.
- K) The selected vendor may accept and schedule deliveries between 7:00 a.m. and 4:00 p.m. No weekends and no holidays.
- L) The selected vendor is responsible for preparing bag lunches each day for inmates on work release/study release and inmates being transferred to N.C. Division of Prisons. All bagged lunches have beverages served in individual box-type containers.
- M) The selected vendor must maintain on-site a minimum of seven (7) days' worth of provisions to feed inmates in the event of an emergency, severe weather, or natural disaster.
- N) The selected vendor will work with the Sheriff's Office to develop mutually acceptable processes for managing invoices, billing, work orders, meal counts, and related administrative tasks.

4.3.5 Sanitary Requirements

- A) The selected vendor must be willing to abide by all local, state, and federal guidelines governing such a service, including the state guidelines titled "Section .3100 - Food". **(See Attachment B).**
- B) The selected vendor will clean and sanitize the kitchen daily to meet specifications and standards of federal, state, and local health requirements. The selected vendor shall provide supplies for dishwashing. The selected vendor shall be subject to frequent (as often as daily) inspections by detention staff. The selected vendor shall respond positively to instructions arising from such inspection.
- C) Tray preparation shall be visually appealing, both in content and organization. Each food item shall be in separate compartments with no spillage, inside or out. A moisture barrier shall be placed between bread, cakes, and liquids on the tray. Congealed salads are to be maintained at a proper temperature as to maintain their consistency.
- D) Temperatures of prepared foods (hot and cold foods) are expected to meet these standards just prior to making up trays at the serving line.

Type of Food	Required Temperature
Cold Foods	40°F or below
Beef	155°F or higher
Chicken	165°F or higher
Pork	135°F or higher
Fish	135°F or higher
Reheated Leftovers	165°F or higher
Foods at Serving Line	135°F or higher

Foods may be cooked to higher temperatures - these are just the minimum temperatures that should be reached for at least 15 seconds.

The Danger Zone is 41°F - 135°F. Foods should be cooled from 135°F to 70°F within 2 (two) hours and from 70° to 45° within 4 (four) hours before storing for future use.

Temperature must be maintained as exhibited in the above table upon delivery to all facilities as required by health regulations.

- E) Temperatures of food on the serving line should be taken and recorded at the preparation site, then again at the satellite location prior to service. The temperature of each item will be recorded and kept for a minimum of 30 days.
- F) The selected vendor will keep one sample of every meal for a minimum of three days in the refrigerator, in case any meal needs to be inspected or tested.
- G) All thermometers should be calibrated at least on a weekly basis.
- H) The selected vendor shall assist with pest control by ensuring that all trash, cardboard boxes, spoiled food, etc. are removed from the kitchen in a timely manner, disposed appropriately in dumpsters, and that trash is not left in kitchen or on loading dock. Additionally, the selected vendor must report any pest issues immediately and take preventative measures (covering food, use of appropriate storage containers, cleaning, removal of food scraps, etc.) to lessen pest problems.
- I) All food storage must be in accordance with all applicable federal, state, and local regulations.
- J) The selected vendor shall keep the loading dock and adjacent area free of debris, equipment, and trash at all times and will perform routine cleaning of loading dock area.
- K) Sheriff's designee will make routine inspections of the kitchen area and instruct the on-site supervisor to correct any area not in order.

4.3.6 Kitchen Equipment & Required Vehicles

- A) Wake County has a fully equipped kitchen including food trays located on the ground level of the Public Safety Center and Wake County Detention Center. This includes storage areas for food, refrigerated and non-refrigerated. A loading dock with lift is provided. **See Attachment C.**
- B) All vehicles required must be provided by the selected vendor, including maintenance, insurance, etc. The selected vendor must provide a truck that is equipped with a generator and at least 14 AC/DC plugs to transport electric warming carts.
- C) The selected vendor must maintain accountability procedures for knives/tools.
- D) Disposable utensils are currently used and the selected vendor shall provide and plan accordingly. Any utensils must be approved by the Sheriff's designee and should be intended for use within a secured jail facility.

- E) The selected vendor will sign out and hold safe all assigned keys to designated areas kitchen staff may need to access. The selected vendor agrees to ensure kitchen staff uses keys and badge access for kitchen-related purposes only and immediately report to the Sheriff's designee any loss of keys or badges and any entry of unauthorized persons into assigned kitchen areas. The Sheriff's designee will maintain key and badge access to all kitchen areas for purposes of emergency management, routine inspections, fire and security patrols, and other related needs.
- F) The selected vendor shall insure that all Wake County equipment will be properly cared for by the selected vendor and that the selected vendor shall be responsible for any repairs due to negligence or abuse by the selected vendor.
- G) To ensure maximum useful life of the food service equipment, the selected vendor will agree to the following:
 - 1) Ensure that all equipment listed in the equipment inventory operates correctly at all times during the selected vendor's contract period.
 - 2) Arrange for daily and periodic preventative maintenance of all equipment in accordance with manufacturer's suggestions and written daily reports of any issues observed.
 - 3) Notify the Sheriff's Office, who will contact General Services Administration (GSA), in the event of equipment failure or malfunction. Upon authorization from GSA, the selected vendor shall arrange for equipment repair with an approved repair service, or by GSA.
- H) It is understood that the selected vendor will not be financially liable for normal wear and tear associated with proper use of equipment. However, the selected vendor agrees to assume financial responsibilities for damages resulting from its use, negligence, gross negligence or intentional act. To this end, the selected vendor agrees to indemnify the County for actual damages and losses (i.e., repair and replacement of equipment) resulting from improper use, gross negligence or intentional damage up the limit of repair or replacement cost per piece of equipment per event.
- I) The selected vendor agrees to not use any Sheriff's Office kitchen space or equipment to prepare food or meals for delivery or to be served for any non-Sheriff's Office purpose without prior written approval from the Sheriff.

4.3.7 Facility – Staff Dining

The Wake County Sheriff's Office currently has a staff dining area designated for Wake County Sheriff's Office employees and other county agencies that have access to the building.

The dining area is located at:

Wake County Detention Center (WCDC)
3301 Hammond Road
Raleigh NC 27603
Rated capacity: 100 employees

Note: Rated capacity does include other county agencies that have access to the facility, i.e. City County Bureau of Investigations, Magistrates, and Allied Security.

4.3.8 Average Meal Counts

The Daily Meal Count ranges from 35-50 meals being served per day.

4.3.9 Food Service Details

The selected vendor shall follow Wake County Sheriff's Office operational procedures for preparing food and serving meals.

4.3.10 Food Service Process

- A) The selected vendor must provide an on-site supervisor for the staff dining area. The supervisor will be responsible for the daily operation of the kitchen and will be the on-site point of contact for Sheriff's designee.
- B) Meals are served Monday through Friday, including holidays. With the discretion of the Sheriff to provide a la carte during the weekend. Staff dining will be made available during time listed below:

Breakfast	6:00 AM – 8:00 AM
Lunch	11 :00 AM -2 :30 PM
Snack Bar	11:00 PM – 2:00 AM
- C) The vendor may accept meal orders via phone for staff to come and pick up meals during the designated lunch time.
- D) The vendor will work with the Wake County Sheriff's Office to develop a mutually acceptable payment processes, signage, and menu.

4.3.11 Menus

Breakfast and Snack Bar times will have limited menu items.

Lunch Meal will include:

- One (1) Meat: A choice between two different meats options
- Two (2) Vegetables
 - Soup/Salad
- One (1) Dessert
- One (1) Drink

Note: Each item listed can also be served as a la carte. Salad served under this option will be weighed.

4.3.12 Sanitary Requirements

- A) The selected vendor will clean and sanitize the kitchen daily to meet specifications and standards of federal, state, and local health requirements. The selected vendor shall provide supplies for dishwashing. The selected vendor shall be subject to frequent (as often as daily) inspections by detention staff. The selected vendor shall respond positively to instructions arising from such inspection.

- B) Tray preparation shall be visually appealing, both in content and organization. Each food item shall be in separate compartments with no spillage, inside or out. A moisture barrier shall be placed between bread, cakes, and liquids on the tray. Congealed salads are to be maintained at a proper temperature as to maintain their consistency.
- C) Temperatures of prepared foods (hot and cold foods) are expected to meet these standards just prior to making up trays at the serving line.

Type of Food	Required Temperature
Cold Foods	40°F or below
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Foods may be cooked to higher temperatures - these are just the minimum temperatures that should be reached for at least 15 seconds.

The Danger Zone is 41°F - 135°F. Foods should be cooled from 135°F to 70°F within 2 (two) hours and from 70° to 45° within 4 (four) hours before storing for future use.

Temperature must be maintained as exhibited in the above table upon delivery to all facilities as required by health regulations.

- D) All thermometers should be calibrated at least on a weekly basis.
- E) The selected vendor shall assist with pest control by ensuring that all trash, cardboard boxes, spoiled food, etc. are removed from the kitchen in a timely manner, disposed appropriately in dumpsters, and that trash is not left in kitchen or on loading dock. Additionally, the selected vendor must report any pest issues immediately and take preventative measures (covering food, use of appropriate storage containers, cleaning, removal of food scraps, etc.) to lessen pest problems.
- F) All food storage must be in accordance with all applicable federal, state, and local regulations.

4.3.13 Kitchen Equipment

- A) Wake County has a fully equipped kitchen located on the second level of the Wake County Detention Center. This includes storage areas for food, refrigerated and non-refrigerated. **See Attachment D.**
- B) The selected vendor must maintain accountability procedures for knives/tools and they will be mounted to the kitchen area.
- C) Disposable utensils are currently used and the selected vendor shall provide and plan accordingly. Any utensils must be approved by the Sheriff's designee and should be intended for use within a secured jail facility

- D) The selected vendor will sign out and hold safe all assigned keys to designated areas kitchen staff may need to access. The selected vendor agrees to ensure kitchen staff uses keys and badge access for kitchen-related purposes only and immediately report to the Sheriff's designee any loss of keys or badges and any entry of unauthorized persons into assigned kitchen areas. The Sheriff's designee will maintain key and badge access to all kitchen areas for purposes of emergency management, routine inspections, fire and security patrols, and other related needs.
- E) The selected vendor shall insure that all Wake County equipment will be properly cared for by the selected vendor and that the selected vendor shall be responsible for any repairs due to negligence or abuse by the selected vendor.
- F) To ensure maximum useful life of the food service equipment, the selected vendor will agree to the following:
 - 1) Ensure that all equipment listed in the equipment inventory always operates correctly during the selected vendor's contract period.
 - 2) Arrange for daily and periodic preventative maintenance of all equipment in accordance with manufacturer's suggestions and written daily reports of any issues observed.
 - 3) Notify the Sheriff's Office, who will contact General Services Administration (GSA), in the event of equipment failure or malfunction. Upon authorization from GSA, the selected vendor shall arrange for equipment repair with an approved repair service, or by GSA.
- H) It is understood that the selected vendor will not be financially liable for normal wear and tear associated with proper use of equipment. However, the selected vendor agrees to assume financial responsibilities for damages resulting from its use, negligence, gross negligence or intentional act. To this end, the selected vendor agrees to indemnify the County for actual damages and losses (i.e., repair and replacement of equipment) resulting from improper use, gross negligence or intentional damage up the limit of repair or replacement cost per piece of equipment per event.

4.3.14 Vendor's Employees

- A) The selected vendor must provide the Sheriff's Office with a list of all employees that will be potentially assigned to work pursuant to this contract. The Sheriff's Office shall perform background investigations on said potential employees and be satisfied with the results prior to approving their access to the facilities. The same process shall be followed for all potential new hires during the term of this contract. The Sheriff reserves the right to deny any employees of the vendor access to the facilities during the life of this contract.
- B) Wake County Sheriff's Office reserves the right to request that any of the selected vendor's employees be immediately removed from Wake County property. Wake County Sheriff's Office reserves the right to perform drug tests on any of the selected vendor's employees working under this contract.

- C) The selected vendor must provide all employees a uniform, at the selected vendor's cost.
- D) Employees are subject to being searched when entering any of the detention facilities.
- E) The selected vendor will ensure all kitchen personnel, upon initial hire and on an annual basis thereafter, are screened for Tuberculosis (TB) and that no one with a positive screen is allowed in the kitchen until written notification from a physician authorizes their return. A copy of the physician's authorization shall be provided to the Sheriff's designee prior to returning to work. Also, the selected vendor will inform the Sheriff's Office in the event one of their employee's contracts Hepatitis or any other communicable disease (i.e. airborne or droplet) and said employee shall not return to work until cleared in writing by a physician. A copy of the physician's authorization shall be provided to the Sheriff's designee prior to returning to work. TB tests are provided by the County at no cost to the selected vendor.
- F) All new employees will be required to have a Wake County issued ID badge. Lost/misplaced badges have a \$10.00 replacement fee. The selected vendor or their employees shall pay this fee. There is no charge to replace a damaged badge.
- G) The selected vendor shall supply to the Sheriff's designee a complete list of staff and company contacts, including designated personnel to contact after hours and in the event of an emergency.
- H) Parking at any facility docks will be for loading and unloading only. No other parking is allowed or provided.
- I) The selected vendor shall ensure that all visitors are first cleared with the Sheriff's designee and sign in at Central Control prior to entering a secured area. The selected vendor's visitors must be supervised by the selected vendor at all times.
- J) No inmate labor is used in any food service.
- K) The selected vendor shall provide documentation of and certify that training was provided to each employee. This documentation shall detail what training was provided.

4.4 Mandatory Questionnaire

Please follow the outline when answering the questions.

4.4.1 Management Structure

- A) Describe the general organizational structure of the entire company.
- B) Describe the organizational structure of the food service unit, including regional structures.
- C) Describe the degree of participation with local operations by the upper management of the company.
- D) Describe the company's business operations/segments and geographic locations.
- E) Describe any lawsuits against the company within the last five (5) years.

- F) List all the contact information for the main point of contact for this proposal.

4.4.2 Hiring Practices

- A) Describe your hiring practices, including recruiting methods and hiring requirements.
- B) Detail the proposed shift staffing levels.

4.4.3 Experience in Large Scale Food Preparation

- A) Describe the experience with other clients who require large scale food preparation.
- B) Describe any experience with cook-chill food service operation.
- C) Attach sample production schedules and policy or procedure materials which show knowledge of implementing a cook-chill operation.

4.4.4 Experience in Detention Facilities

- A) Specify the total number of current corrections clients and annual gross sales to those clients.
- B) Specify the total number of current corrections clients with a Daily Population Estimate over 1,000.
- C) Describe contingency plans for continued operation in the event of unexpected events i.e. power failure, fire, weather events, etc. Include company's written plan, if applicable.
- D) Describe procedure for handling inmate grievances about food.

4.4.5 Menu Planning

- A) Attach four (4) weeks of representative sample menus for breakfast, lunch, dinner, and bag meals.
- B) Describe purchasing relationships with suppliers, including reliability and availability of food.
- C) Describe in what instances you would need to make a substitution to the menu.
- D) List the qualifications of the company's dietician who will be assigned to this account, with a copy of his/her NC licensure.
- E) Attach five (5) days of sample menus for lunch that will be served in Staff Dining under \$7.50.
- F) Attach five (5) limited menus for breakfast and snack bar times that will be served in Staff Dining.

4.4.6 Operation Planning -Food Preparation & Quality Control

- A) Attach written operating procedures for food preparation and quality control.
- B) If not described in the operating procedures, describe the methods used to ensure quality control of food, including proper temperatures, non-spoiled ingredients, and portion size.

4.4.7 Operation Planning -Sanitation

- A) Attach written operating procedures for sanitation.

- B) Specify the number of employees who will be dedicated to sanitation duties on each shift, or whether that duty will be shared.

4.4.8 Operation Planning -Training Programs

- A) Attach written operating procedures for training programs.
- B) Describe how often training programs are held beyond initial orientation.
- C) Describe how often, and the method by which, employees are evaluated for their job performance

4.4 Company Background and Consultant Team Relevant Experience

(Proposal Section 3.0) Each proposal must provide the following information about the submitting Proposer's company, so that the County can evaluate the Proposer's stability and ability to support the commitments set forth in response to the RFP. The County, at its option, may require a Proposer to provide additional support or clarify requested information.

4.4.1 Company Background

- How long the company has been in business. In what state(s) has the company worked?
- A brief description of the company size and organizational structure.
- How long the company has been providing services to clients similar to the County.
- Any material (including letters of support or endorsement from clients) indicative of the Proposer's capabilities.
- Identify any litigation or governmental or regulatory action pending against your organization that might have a bearing on your ability to provide services to the County.
- Describe your contractual relationships, if any, with other organizations that will provide services described in your proposal.

4.4.2 Consultant Team Experience

- Identify your proposed team indicating who is responsible for the key roles; provide an organizational chart showing lines of communication and levels of authority;
- Include the résumés of staff who will work on the engagement. If they are working on only certain portions of the project, please indicate this on their résumé;
- Given that the County will be evaluating several proposals, describe why you feel that your services, from a professional and technical perspective, are the best fit for the County environment. Describe the distinguishing features the County should know about your services and company.

4.5 Client References

(Proposal Section 4.0) The County considers references to be important in its decision to award a contract. Failure to provide this information will result in the proposal being considered non-responsive.

Please provide a representative client list with three current clients who we may contact. References should be clients similar in size and with scope of services similar to those being requested by the County. Please give the organization's name and address and the name and telephone number of the contact person.



Also provide three clients who terminated services with your company in the past twenty-four (24) months prior to the conclusion of the planned engagement or services.

References should be clients similar in size to the County. The County reserves the right to ask for additional references.

	Current Contract Reference #1	Current Contract Reference #2	Current Contract Reference #3
EFFECTIVE DATE			
COMPANY			
Contact Name			
Contact Title			
Contact Phone			
Address			
Email			
Team Member Contact Person			

	Terminated Client #1	Terminated Client #2	Terminated Client #3
EFFECTIVE DATE			
COMPANY			
Contact Name			
Contact Title			
Contact Phone			
Address			
Email			
Team Member Contact Person			

4.6 Cost Proposal

(Proposal Section 5.0) Proposers should submit an estimate of costs.

The County reserves the right to contact Proposers on cost and scope clarification at any time throughout the selection process and negotiation process. The County is asking Proposers to estimate costs for all categories with the understanding that they may have to make assumptions. Such assumptions should be stated. Items that should be included in this cost section include:

- Cost of Services. Please state your fees for the key areas outlined in the Scope of Services.



- Provide your procedures for billing and collection of your fees. How do you reconcile the fee to the services received? Specify whether this is on a monthly, quarterly or as performed basis.
- Provide a listing of hourly rates by consultant team members which could be used as a basis for additional services.

Proposal must show a "price per meal" for each box. Invoices will be submitted every week. To calculate the invoice total, the selected vendor will determine the average number of meals per meal during the week. The average will determine the price per meal for the week. The price per meal will then be multiplied by the total number of actual meals served. Food and sales tax will then be applied.

Please describe the proposed method or indexes to calculate price increases, if any, during any subsequent years of the contract. This may be subject to contract negotiation.

Contract is proposed as a one (1) year agreement with four (4) additional one-year renewal options.

Breakfast	Price Per Meal	Lunch	Price Per Meal	Dinner	Price Per Meal
1,200 or less		1,200 or less		1,200 or less	
1,201 - 1,300		1,201 - 1,300		1,201 - 1,300	
1,301 – 1,400		1,301 – 1,400		1,301 – 1,400	
1,401 – 1,500		1,401 – 1,500		1,401 – 1,500	
1,501 or more		1,501 or more		1,501 or more	

Note: The 9th floor and intake/booking require individual milks with each meal instead of bulk beverage containers. This totals between 125 -200 milks per day. Please include this cost in the per meal prices.

In the case of emergencies styrofoam plates will be substituted. If there is an additional cost, please list below.

Breakfast	Price Per Meal	Lunch	Price Per Meal	Dinner	Price Per Meal
1,200 or less		1,200 or less		1,200 or less	
1,201 - 1,300		1,201 - 1,300		1,201 - 1,300	
1,301 – 1,400		1,301 – 1,400		1,301 – 1,400	
1,401 – 1,500		1,401 – 1,500		1,401 – 1,500	
1,501 or more		1,501 or more		1,501 or more	

5 Evaluation of Proposals

5.1 Selection Participants

The County has established a team of staff to evaluate vendor responses. This team of employees will be responsible for the evaluation and rating of the proposals and conducting interviews.

5.2 Evaluation of Proposals

Responses will be evaluated based on the following criteria plus any other criteria the selection committee deems appropriate.

1. Compliance to the RFP requirements; quality, clarity and completeness of services proposed in relation the scope of work the response
2. Respondent's Proven, Knowledge, and Experience in providing Food Services
3. Client References
 - Capability of the Proposer to undertake and support services as described by this Request for Proposals based on reputation and customer references regarding the Vendor's performance for organizations with needs similar to the County's, particularly in the government sector.
4. Cost effectiveness and value of proposal
5. Other criteria deemed appropriated by the County Project Team