

REQUEST FOR PROPOSAL AROOSTOOK COUNTY SHERIFF'S OFFICE JAIL INMATE FOODSERVICES

I. INTRODUCTION

The Aroostook County Sheriff's Office is requesting proposals for the provision of food service for the Aroostook County Jail in Houlton, Maine, including all food, standard meals, special diets, religious diets, medical diets, and meals for inmates and staff seven days per week for an approximate population of 100 to 130 inmates, for an initial term of (39) months, on or about April 1, 2021, to June 30, 2024.

In addition, the County reserves the option of extending the contract without bid for an additional three (3) year period. Foodservice operates in an on-site kitchen at the Aroostook County Jail with a capacity of 117 beds. This contract would be for the provision of inmate food service to be provided at the Aroostook County Jail, which houses a self-operated foodservice kitchen.

II. OBJECTIVES OF RFP

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

- A. To deliver high-quality food service that can be audited against established nutritional and health standards, Detention and Corrections Standards for Maine Counties and Municipalities, and federal and state culinary standards.
- B. To operate the foodservice program using corrections-experienced and professionally trained personnel.
- C. To operate the foodservice program cost-effectively with full reporting to the Aroostook County Sheriff.
- D. To implement a written food service plan with clear objectives, policies, procedures, and annual evaluation of compliance.
- E. To maintain an open, collaborative relationship with the administration and staff of Aroostook County Sheriff's Office.
- F. To maintain standards established by Aroostook County, Detention and Correctional Standards for Maine Counties and Municipalities, as well as ACA, State, and Federal Correctional Food Service standards.
- G. To offer a comprehensive program for continuing staff and inmate training.
- H. To operate the food service program humanely concerning the inmates' rights to basic health and nutritional standards.

III. PROPOSAL PROCESS:

Aroostook County will post this RFP on or about December 23, 2020 and all sealed proposals must be received by 12:00 pm on Thursday January 14, 2021 to:

Ryan D. Pelletier, County Administrator

County of Aroostook

144 Sweden St. Suite 101

Caribou Maine 04736

Alternatively, electronic submissions can be made to ryan@aroostook.me.us by the date and time aforementioned.

IV. QUALIFICATIONS OF PROPOSER To be considered for award of this contract, the Vendor must meet the following minimum qualifications:

A. The Vendor must be organized to provide institutional and/or volume foodservice and must have three (3) years off previous correctional food service experience with proven effectiveness in administering like size corrections food service programs.

B. The Vendor must have a proven ability for a contract start-up of April 1, 2021 or as determined by the Sheriff and the County of Aroostook.

C. The Vendor must have qualified and trained staff with enough back-up personnel to complete the contract requirements successfully. Personnel must include a full-time, corrections-experienced, registered dietitian available for menu development.

D. The Vendor must have the central office capability to supervise and monitor the program, ensuring satisfactory services. In addition, the Vendor must have an alternate emergency preparation site.

E. The Vendor shall submit a performance bond in the amount of 100 percent of the estimated cost of the first complete year of service after award but prior to starting up.

F. Questions about this RFP or any other related questions in general can be made in writing to Commander Craig Clossey via e-mail at craig.l.clossey@aroostook.me.us with a received deadline of Monday January 4, 2021 by 12:00 pm. All answers to any questions received will be posted on the Aroostook County website under the RFP Section.

VII. PROPOSAL PACKAGE

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

A. Transmittal Letter

1. This letter is to be a brief letter, addressed to Aroostook County, which provides the following information:

- a) Name and address of the Vendor
- b) Name, title, and telephone number of the contact person for the Vendor
- c) A statement that the proposal is in response to this RFP
- d) The signature, typed name, and title of the individual who is authorized to commit the Vendor to the proposal

B. Technical Proposal - This portion of the proposal must address each item listed below:

1. Introduction

a) Company Profile

(1) Date organized to provide food service management in institutional and correctional facilities

(2) Corporate background and depth of support, including description of parent company, if any

(3) Number of employees

(4) Number of years doing business

b) Describe current contracts or business with other correctional food service facilities

(1) Client

(2) Date of original contract

(3) Type/size

c) Facilities currently accredited by State or Federal Accreditation Board

d) Company achievements in providing correctional food service management

e) Corporate and regional office organizational structure

f) Five (5) References with addresses and phone contacts

C. Operational Standards - All proposals must clearly define:

1. Procedures for meal delivery to the inmates and staff.

2. Quality and inventory control methods and standards.

3. Specific procedures for providing safe, sanitary, and secure food service management, including supervision and control of inmate labor and internal security of products and equipment available to inmates.

4. Procedures for dealing with inmate/staff complaints about food and minimizing the potential for inmate litigation.

5. Any additional equipment necessary for an efficient foodservice operation.

6. Procedures for weekly billing to account for meals served, with a monthly invoice due and payable NET 15 days.

7. Operational procedures for handling food service should on-site kitchen facilities be rendered unusable through fire, etc.

8. Insurance - Vendor shall provide types of insurance and limits and provisions as contained herein:

- a) General liability insurance, with a combined single limit of \$1,000,000 for each occurrence and \$2,000,000 in the aggregate or as otherwise specified in whichever is greater;
- b) Workers Compensation Insurance in accordance with statutory requirements; and
- c) Employers Liability Insurance, with a limit of \$500,000 of each occurrence.

9. Policies and Procedures - The proposal shall indicate the method the Vendor will follow in establishing and revising food service policies and procedures.

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

11. Personnel - The proposal shall provide a list of benefits offered to all employees, including insurance coverage, vacation plan, and other related benefits. If no hourly benefits are provided, the Vendor must clearly address their employee recruitment and retention plan, including hourly wage rates.

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

VIII. SCOPE OF WORK

A. Description of Current Operation

1. The average daily population has been approximately 100-130 adult, male and female inmates. Additionally, the Vendor shall expect to serve approximately 20 meals per day to the staff.
2. The meals will be prepared at the Aroostook County Jail.
3. This section is not to be construed to mean the Vendor shall serve as many as 420 meals daily. It is only provided as a guideline for possible meals to be served.
4. The price per meal charged shall be determined by taking the actual meals ordered or served each day times the contract price for that number of meals.
 - a) Inmate workers supervised by Corrections Staff may deliver meals to each living area. Meals will be served on reusable trays.
 - b) Vendor workers will be expected to supervise inmates in the tray make-up and delivery of meals at this site.
 - c) The current meal service schedule is as follows: Breakfast 7:30 a.m. Lunch 11:30 a.m. Dinner 6:30 p.m.

B. Vendor Service Requirements Vendors will be expected to provide the following services as part of the foodservice program:

1. Food and Supplies

a) Purchase and safely manage all consumable supplies and food products that are required for foodservice operations. These supplies and food products shall remain the property of the contractor. The Vendor shall provide kitchen cleaning supplies for the kitchen area. The Vendor shall also provide insulated trays for inmates.

b) Be responsible for routine cleaning and housekeeping of food service preparation, service, and storage area and will, on a continuing basis, maintain standards of sanitation required by state or local regulations. The Vendor will be responsible for removing trash and garbage with assistance from the County as applicable.

c) Achieve satisfactory ratings for inspections of kitchen facilities by County and State health agencies.

2. Billing Process and Record-Keeping

a) Vendor shall submit to the County an invoice for meals ordered or served (whichever is greater) no later than the end of the following week, covering the preceding month. The price per meal charged to the County shall be described in the proposal and shall be guaranteed for the first year.

b) Access and Records - The Vendor shall keep full and accurate records of sales and meal count records in connection with the food services. A copy of said record shall be supplied to the Sheriff or designee no later than the end of the first week of each month for services provided in the preceding month. In addition, all such records shall be available for auditing by the County at any time during regular working hours

3. Return Aroostook County Jail in Good Working Order

a) The Vendor shall return to the County at the expiration of this contract the foodservice premises and all equipment furnished by the County in the condition in which received except for ordinary wear and tear and except to the extent that said premises and equipment may have been lost or damaged by fire, flood, or unavoidable occurrence and except to the extent that said equipment may have been stolen by persons other than employees of the Vendor without negligence on the part of the Vendor or its employees and providing that all damages and losses are reported to the County for all items covered by this paragraph. The County will pay for needed repairs caused by normal wear and tear. The County will replace equipment, which in the opinion of the County has exceeded its useful life after consultation with the Vendor.

4. Additional Food Service Requirements

a) The Vendor agrees to provide any additional food services as mutually agreed upon at prices mutually agreed to.

5. Participation in Client-Required Security Training

a) Vendor agrees to provide properly trained staff and participate in County-required security training as applicable.

6. Uniforms for Vendor Staff

a) Vendor shall provide professional, neat uniforms that distinguish the Vendor's paid staff from the inmates and corrections officers.

7. Daily Processing of Complaints Foodservice complaints from inmates must be processed at least daily as follows:

a) Trained food service personnel shall act upon all complaints.

b) The food service director shall be responsible for resolving inmate or staff grievances.

C. Menu Specifications

1. All proposals must clearly define:

a) Proposed menu(s).

b) A summary nutritional analysis of the menu(s).

c) Registered dietitian certification of both the menu and nutritional analysis.

d) The Vendor's specifications that will be adhered to for food products.

e) All proposals must meet or exceed the quality of foodservice as detailed in Scope of Work.

2. Inmate cycle menu

a) Menu Cycle

(1) Each Vendor shall submit a four (4) week cycle menu.

(2) Each week will include 21 meals and comply with ACA and Detention and Correctional standards for Maine Counties and Municipalities.

(3) No proposal will be considered that does not provide the menu upon which the cost of service is calculated together with the portion sizes of each menu item. Sample menus that may not be served after the contract is awarded will not be allowed.

b) Menu description requirements

1) Menus submitted in the proposal must include clearly defined descriptions of food items.

(2) All menu items must be listed by weight or volume measurements (e.g., ½ c, 3 oz, wt., etc.). All cake, muffin, and cornbread portions that are cut in a pan must indicate the size of the cut (e.g., 1/60 cut).

(3) Meat portions in casseroles must include cooked weight measurements of meat or meat equivalent per portion.

(4) Weights of entrees on menus must be indicated as cooked or raw weights.

c) Balanced menu planning requirements

(1) The menu shall be planned with products and recipes with proven inmate acceptability. The Vendor shall include in the proposal a method to monitor inmate preferences and to make acceptability adjustments.

(2) A variety of food flavors, textures, temperatures, and appearances shall be used.

(3) Fruit and vegetable requirements:

(a) To assure a minimum level of menu quality, at least five (5) ½-cup fruit and vegetable equivalents are required each day on the menu. A minimum daily variety of four (4) different fruits and vegetables shall be used to meet the requirement. Items such as fruit drinks, rice, and noodles do not qualify as fruit or vegetable equivalents.

(b) Menus will provide a minimum of one (1) fruit or fruit equivalent (1/2 c) serving per day (which will count as one (1) of the five (5) minimum fruit and vegetable portions) (4) Avoid excessive fat calories: (a) To avoid excessive fat calories and provide more stomach-filling bulk on the menu, portions for margarine, butter, salad dressing, and mayonnaise shall be restricted on the menu. A maximum of 1/2 oz shall be used as a margarine or salad dressing portion. Sandwich meals shall include appropriate mustard and catsup condiments, not unnecessary margarine.

d) Nutritional requirements (

1) Menus will provide a weekly average of no less than 2,800 calories per day in addition to all required nutrients

(2) Menus will provide a weekly average of 70 grams of protein per day. This will be met by providing a minimum of two (2) protein servings per day, excluding breadings. A meat or meat equivalent may include meat, eggs, cheese, peanut butter, or soy.

(3) Menus will provide a minimum of two (2) milks per day.

- (4) No organ meats shall be allowed in any ground meat.
- (5) Nutritional analysis – tied to actual recipes and products proposed
- (6) Menu and analysis certified by registered dietician
 - (a) A copy of the dietician's ADA registration card shall be submitted with the proposal.
 - (b) A registered dietician will approve all menus prior to service and annually thereafter. All served meals will follow the most recently published Recommended Dietary Allowances and Dietary Reference Intakes for Adult Males/Females as established by the National Academies of Sciences, Engineering, and Medicine.

3) Medical and religious diets

- a) The Vendor shall provide, at no additional cost, medical diets conforming to physician-ordered specifications.
- b) The Vendor shall provide, at no additional cost, a Lacto-vegetarian and/or vegan diet for all religious requests from the administrative or religious authority. Other meals requested, such as prepackaged meals, shall be provided at mutually agreed upon pricing.
- c) Average number and type
 - (1) The average daily number of inmates receiving medical diets has been approximately five to ten (5-10), including an average of five to ten (5-10) night snack meals to inmates for medically approved diets.
 - (2) The most common medical diet orders are lactose and diabetic.
 - (3) The average daily number of inmates receiving religious diets has been approximately 0-5.
- d) The most common religious diet orders are Halal and Kosher
- e) Policies and documentation requirements
 - (1) The Vendor will submit with their proposal a sample of their corrections diet handbook.

4) Holiday meals

- a) The Vendor shall include in the proposal their policies for serving special meals (spirit lifters) on holidays.
- b) Proposed menus and holidays shall be identified. A minimum of five (5) spirit lifter meals shall be provided annually, including Easter, Thanksgiving,

Christmas, and New Year holiday periods, and one (1) meal to be scheduled at the discretion of the Sheriff's Office.

c) All such meals will be provided at contract rates.

5) Documentation of meals served

a) Served menu records - substitution policy

(1) Documentation of all meals served, including substitutions, shall be maintained. A plan for assuring nutritional compliance with substitutions shall be provided in the proposal.

(2) The Vendor shall outline procedures used to assure all meals will be served at appropriate temperatures and in a manner that makes them palatable, neat, and visibly pleasing.

b) Standardized recipes

(1) Standardized recipes with portion yield data for all items shall be available and utilized.

D. Staff Requirements

1) Staffing plan to provide adequate resources to meet objectives

a) Assign a minimum number of employees per shift to oversee and supervise all aspects of the foodservice operation.

b) Inmates will be provided, as the Vendor requires, subject to the approval of the Sheriff.

c) The Vendor will provide an organizational chart and job descriptions for all professional and inmate staff with their proposal, including the number of inmates required per shift. Inmate personnel shall be used for the preparation of food, delivery of meals, and general sanitation and cleaning.

d) The Vendor agrees to train and supervise inmate personnel, subject to the overall control of the County.

e) The Vendor is responsible for all wages, salary benefits, and overtime payments to its staff.

2) Credentials of vendor staff

a) The Vendor shall submit the resume of the Regional/District Manager as a part of its proposal.

b) The Vendor will include a description of the qualifications of the Food Service Manager/Supervisor they plan to place in the Aroostook County Jail.

3) Employee-related processes

a) Health exams: Vendor will agree that its employees assigned to duty at the jail shall submit to periodic health examination at least as frequently and as stringently as required by law and agrees to submit satisfactory evidence of compliance with all health regulations to the County, upon request.

b) Clearance requirements: All employees of the contracting firm who will work in the jail must be cleared and approved by the Sheriff's Office. All employees must comply with the department's written policy and procedures relating to Aroostook County Jail security.

4) Supervision and training of inmates

a) If the proposal is to use inmates, the Vendor shall provide training in foodservice delivery and management. The proposal shall outline what this training will entail as part of the Vendor's overall vocational training program.

b) Inmates are not permitted to supervise other inmates.

5) Supervision and training of paid staff

The Vendor shall provide training in foodservice delivery and management. The proposal shall outline what this training will entail as part of the Vendor's overall training program.

E. Participation in Federal/state programs

1) Commodities

a) Vendor agrees to make the fullest use of any USDA-donated commodities when they are available, wholesome, and appropriate for menu purposes. The Vendor reserves the right to refuse acceptance of any such commodities that are contaminated or in excessive amounts. The utilization/control of USDA donated commodities are subject to the following requirements:

(1) The Vendor will properly handle, store, and prepare all commodities.

(2) A weekly inventory shall be taken of all USDA donated commodities by the Vendor. The report shall include for each USDA donated commodity, the commodities on hand at the beginning of the week, the quantity used, the quantity lost due to spoilage, theft, or shrinkage, and the balance at the end of the week.

(3) Commodities received will be used solely for the benefit of those persons in the jail.

(4) The Vendor shall credit to the County's invoice a fair market value for USDA products as agreed by the parties.

IX. CONTRACT REVIEW

Aroostook County and the food service provider shall, as mutually agreed, conduct bi-annual review meetings between the County and the foodservice provider management team for the evaluation and amendment, if necessary, of the agreement.

X. TERMINATION OF CONTRACT

A. Termination for Cause:

1) Aroostook County may terminate the contract without notice if the Vendor fails to provide continuous food services to the Aroostook County Jail for a period in excess of twenty-four (24 hours).

2) Aroostook County shall provide the contractor with 30 days' written notice of conditions endangering performance. If, after 30 days' written notice, the contractor fails to remedy the condition contained in the notice, Aroostook County shall issue an order to stop work immediately.

3) Aroostook County shall be obligated to reimburse the contractor only for those services rendered prior to the date of notice of termination, less any liquidated damages that may be assessed for nonperformance.

B. Unilateral Right to Terminate: Either party, upon receipt of not less than 90 days written notice, may terminate the contract on an agreed date before the end of the contract period without penalty to either party.

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

XI. RESPONSIBILITY OF AROOSTOOK COUNTY

A. Aroostook County shall be responsible for and provide:

1) Accurate and timely orders for the number of meals to be served to inmates, correctional officers, and staff within two (2) hours of the time for meals to be served.

2) Adequate ingress and egress to all production areas.

3) Adequate heat, lights, ventilation, and all other utilities. Aroostook County shall provide local internet and business telephone service to the Vendor at no charge. This telephone shall be used only for local service, business-related calls.

4) Extermination services and removal of trash and garbage from loading dock areas.

5) General maintenance to the building structure, including, but not limited to, the maintenance of gas, water, sewer, ventilation, lighting, air conditioning, refrigeration,

duct work, floor coverings, and wall and ceiling surfaces. The County's maintenance does not include day-to-day cleaning operations in the kitchen area.

6) Adequate preparation, storage, and holding equipment and maintenance for same.

7) A minimum of four (4) inmates for kitchen duties.

8) Security, control, and limitation of inmate movement in, to, and from the food service area, including the physical security of employees, suppliers, and other authorized visitors. 9) Maintaining kitchen appliances and equipment in proper working order on an on-going basis

XII. COST SUMMARY

The cost per meal prepared shall be indicated on the Inmate Feeding Cost Summary sheet (Attachment A). The per meal prices stated in this RFP will be firm for the period beginning on the effective date and ending on June 30, 2022.

Per meal prices for each subsequent 12-month period shall be adjusted on the anniversary of the effective date by an amount to be determined utilizing the percentage change with the Consumer Price Index Food Away from Home, and must be approved by Aroostook County prior to increase effective date.

The County of Aroostook reserves the right to accept and/or reject any or all proposals received and to determine which proposal, if any is in the best interest of the County of Aroostook.