

**AGREEMENT TO PROVIDE FOOD SERVICE  
JACKSON COUNTY JAIL AND DEPARTMENT OF AGING**

THIS AGREEMENT, made as of the \_\_\_\_\_ day of \_\_\_\_\_, 2021 by and between the COUNTY OF JACKSON, a political subdivision of the State of North Carolina (hereinafter referred to as the "County"), and KIMBLE'S FOOD BY DESIGN, INC. d/b/a/ SKILLET KITCHEN, a Georgia corporation registered to do business in North Carolina (hereinafter referred to as "Contractor") (collectively the "Parties") shall constitute the terms and conditions under which the Contractor shall provide food service at the Jackson County Jail and provide services to the Jackson County Department on Aging.

**WITNESSETH:**

That for and in consideration of the mutual covenants and agreements herein set forth, the County and the Contractor hereby agree as follows:

**ARTICLE I. PAYMENT**

Jackson County shall pay the Contractor for meals served and/or prepared.

The Contractor shall submit to the County an invoice for meals ordered or meals served, whichever is greater, on a monthly basis in a format specified by the County. Payment shall be made within 30 days from the invoice date.

**ARTICLE II. SCOPE OF WORK**

The Contractor agrees to provide all necessary services in accordance with the County's Request for Proposals For Food Service and Kitchen Management Services marked as Attachment "B" and hereby incorporated as if fully set forth herein (hereinafter referred to as "Scope of Work"). In addition to what is shown on the Scope of Work, the Contractor will procure all food, cleaning chemicals and paper goods for the kitchen operation as well as all food and paper goods for the Department of Aging. The Contractor will employ sufficient staff to provide the necessary services. Background checks and drug testing will be conducted on all Contractor staff working on property owned by Jackson County.

**ARTICLE III. GENERAL CONDITIONS**

**Accuracy of Work.** The Contractor shall be responsible for the accuracy of the work and any error and/or omission made by the Contractor in any phase of the work under this agreement. Contractor's liability for any such error or omission shall not exceed the amount invoiced or to be invoiced for the work that is the subject of the error or omission.

**Additional Work.** If the Contractor is asked by the County to perform work beyond the Scope of Work, Contractor shall notify the County in writing, stating that the work is considered outside the Scope of Work of this Agreement, give a proposed cost for the additional work, and obtain the approval in writing from the County prior to performing the additional work for which Contractor is to be paid. The County shall in no way be held liable for any work performed under this section which has not first been approved in writing by the County. Any additional work performed by the Contractor will be for County related or approved purposes.

#### **ARTICLE IV. TERM OF AGREEMENT**

The term of this Agreement shall commence on or about the First of October, 2021 and will continue for three (3) years thereafter. Notwithstanding anything to the contrary, the terms and conditions of this Agreement shall continue to apply as long as Kimble's continues to provide services hereunder to Customer after the expiration or termination of this Agreement.

**Ownership of Documents.** All documents, including drawings, estimates, specifications, and data are and remain the property of the County. The Contractor agrees that the County may reuse for its own purposes any and all plans, specifications, drawings, estimates, or any other data or documents described herein in its sole discretion without first obtaining permission of the Contractor and without any payment of any monies to the Contractor therefore. However, any reuse of the documents by the County on a different site shall be at its risk, and the Contractor shall have no liability where such documents are reused.

**Records Retention.** The Contractor agrees to maintain all invoices and records related to food preparation and operations onsite at the Jail for a period of two (2) years. The Contractor will maintain electronic copies of such information indefinitely.

**Successors and Assigns.** The County and the Contractor each binds itself and its partners, successors, executors, administrators, and assigns to the other party of this Agreement and to the partners, successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Agreement; except as above, neither the County nor the Contractor shall assign, sublet, or transfer its interest in this Agreement without the written consent of the other.. Nothing herein shall be construed as creating any personal liability on the part of any officers or agents of the County or Contractor, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the parties to this Agreement.

**Review and Acceptance.** Work performed by the Contractor shall be subject to review and acceptance in stages as required by the County. Acceptance shall not relieve the Contractor of its professional obligation to correct, at its own expense, any errors in the work. The County will not be responsible for payment for meals determined to be non-compliant with the standards identified in this contract. Meals determined to be non-compliant with the standards of this contract will still be considered in the overall meal count for that particular day as it relates to sliding scale cost adjustments.

**Pricing.** Pricing indicated on Attachment "A". Skillet Kitchen reserves the right to negotiate CPI and operational cost increases no more than once per year. Skillet Kitchen will utilize the "Food Away From Home" consumer price index from the U.S. Bureau of Labor Statistics. All proposed increases will be delivered to the Jackson County Manager's Office. All proposed increases must be mutually agreed upon between the County and the Contractor. A minimum of 30 days' notice will be given before such price increase is implemented. Sales tax is not charged to the County related to the services outline in this agreement. Either party may terminate this agreement by providing a 90 day notice of termination if an agreement cannot be reached regarding proposed CPI and operational cost increases.

**Termination of Agreement.** If either party defaults in the performance of any obligation under this Agreement, then the non-defaulting party shall give the defaulting party written notice of its default, setting forth specifically the nature of the default. If the defaulting party fails to cure its default within thirty (30) days after receipt of the notice of default, then the non-defaulting party shall have the right to terminate this Agreement upon thirty (30) days written notice. If terminated by the County, the written notice shall be sent to the Contractor, addressed as follows:

Kimble's Food by Design  
Kimble Carter, President  
100 Webster St.  
LaGrange, GA 30241

All notices sent to the above address shall be binding upon the Contractor unless said address is changed by the Contractor in writing to the County. If this Agreement is so terminated the Contractor shall be paid as provided herein before.

If terminated by the Contractor, the written notice shall be sent to the County at the following addresses:

Jackson County Manager  
401 Grindstaff Cove Rd.  
Sylva, NC 28779

All notices sent to the above address shall be binding upon the County unless said address is changed by the County in writing to the Contractor. If this Agreement is so terminated, the County shall not be liable to Contractor for payments owed after the date of the notice of termination.

It is extremely important for the contractor to meet or exceed all meal standards identified in this contract. If it is found that the Contractor is not meeting the meal standards identified in this contract then the Contractor must immediately correct these errors. Failure of the contractor to immediately correct issues related to meal standards will be considered a default in the performance of an obligation under this agreement. More than two (2) defaults by the Contractor under this provision shall provide the County the right to terminate this Agreement upon thirty (30) days written notice.

**Indemnification Agreement.** As between the County and the Contractor as the other party, the Contractor shall assume responsibility and liability for any damage, loss, or injury, including death, of any kind or nature whatsoever to person or property, including employees and property of the County, caused by or resulting from any negligent act of the Contractor or its subcontractors or any of their officers, agents, servants, or employees, arising from the performance of the work under this Agreement. The Contractor shall defend, indemnify, and hold harmless the County and all of its officers, agents, servants, or employees from and against any and all claims, loss, damage, charge, or expense to which they or any of them may be put or subjected by reason of any such damage, loss, or injury. The Contractor expressly agrees to defend against any claims brought or actions filed against the County, where such claim or action involves, in whole or in part, the subject of the indemnity contained herein, whether such claims or actions are rightfully or wrongfully brought or filed.

As between the Contractor and the County as the other party, to the fullest extent allowed by North Carolina Law and the North Carolina Constitution, the County shall assume responsibility and liability for any damage, loss or injury, including death, of any kind or nature whatsoever to person or property, including employees and property of the Contractor, cause by or resulting from any negligent act of the County or its subcontractors or any of its officers, agents, servants or employees, arising from the performance of the work under this Agreement. The County shall defend, indemnify and hold harmless the Contractor and all of its officers, agents, servants or employees from and against any and all claims, loss, damage, charge or expense to which they or any of them may be put or subjected by reason of any such damage, loss, or injury. The County expressly agrees to defend against any claims brought or actions filed against the Contractor, where such claim or action involves, in whole or in part, the subject of the indemnity contained herein, whether such claims or actions are rightfully or wrongfully brought or filed.

**Insurance.** The Contractor shall furnish the following along with the Agreement documents sent to the County for execution:

1. Certificates of Insurance in companies doing business in North Carolina and reasonably acceptable to the County covering:
  - a. Statutory Workers' Compensation Insurance, and to have all subcontractors likewise carry statutory Worker's Compensation Insurance, or proof that the Contractor or its subcontractors are not required to provide such coverage under State law; and
  - b. Comprehensive Liability Insurance as follows:
    - i. Comprehensive Liability Insurance covering all operations and automobiles:

<b><u>TYPE</u></b>	<b><u>COVERAGE FEATURES</u></b>	<b><u>LIMITS</u></b>
Automobile		\$1,000,000
Worker's Compensation		As required by law
Employer's Liability		\$1,000,000
Comprehensive General		\$2,000,000
Liability (including bodily injury & admin)		\$1,000,000
Aggregate		\$5,000,000

County named as additional insured only to the extent of Contractor's insurance coverage.

1. Certificates to contain policy number, policy limits, and policy expiration date of all policies issued in accordance with this Agreement;
  2. Certificates to contain the location and operations to which the insurance applies;
  3. Certificates to contain Contractor's protective coverage for any subcontractor's operations;
  4. Certificates to contain Contractor's contractual insurance coverage;
- ii. The Contractor shall be wholly responsible for securing certificates of insurance coverage as set forth above from all subcontractors who are engaged in this work.

**North Carolina Law Governs.** This Agreement shall be governed by and construed and enforced in accordance with the laws of North Carolina.

**Venue.** This Agreement shall be deemed to have been made and performed in Jackson County, North Carolina. For the purposes of venue, all suits or causes of action arising out of this Agreement shall be brought in the courts of Jackson County, North Carolina.

**Modification.** This Agreement may be modified or amended by the County to reduce the scope of work or project description upon seven (7) days written notice; the written notice shall be sent to the Contractor addressed as follows:

**Kimble's Food by Design  
Kimble Carter, President  
100 Webster St.  
LaGrange, GA 30241**

All notices sent to the Contractor address shall be binding upon the Contractor unless said address is changed by the Contractor in writing to the County.

**County Representative.** The County may designate representatives through whom the Contractor will contact the County. In the event of such designation, said representative shall be consulted and their written recommendation obtained before any request for extra work is presented to Jackson County. Payments to the Contractor shall be made only upon itemized bill submitted to and approved by said representative, which approval shall not be unreasonably withheld, delayed, or conditioned.

**Contractor's Status.** The relationship between the County and the Contractor shall be that of owner and independent contractor, and all employees of Contractor assigned to the County's facility shall be strictly employees or agents of Contractor, and in no event shall employees of Contractor be considered agents or employees of the County. Contractor shall assign to duty at the County's facility only employees that are reasonably qualified to perform the services required under this Agreement, and that are acceptable to the Sheriff. Contractor agrees that it will conduct appropriate background checks on all employees assigned to the County facilities and warrants that all such employees will be suitable for the position to which they have been assigned.

**Sole Agreement.** This Agreement and the Scope of Work attached and incorporated constitute the sole agreement between the Parties. No representations oral or written not incorporated herein shall be binding on the Parties. No amendment or modifications of this Agreement shall be enforceable unless approved by action of the County and Contractor.

**Controlling Provisions.** In the event of a conflict between the County's Request and the Contractor's response, the provisions of this Agreement shall control over any conflicting provisions contained in the Contractor's response.

## **ARTICLE V. INFORMATION TECHNOLOGY SECURITY**

In connection with the services being provided hereunder, Contractor may need to operate certain information technology systems not owned by the County (non-client systems) which may need to interface with or connect to the County networks, internet access, or information technology systems (County systems). Contractor shall be responsible for all non-county systems, and the County shall be solely responsible for County systems, including taking the necessary security and privacy protections as are reasonable under the circumstances. If the Contractor serves as the services provider hereunder, then the Contractor will be responsible for complying with all applicable laws, regulations and payment card industry data security standards related to the protection of cardholder data (data protection rules). If non-County systems interface with or connect to County systems, then the County agrees to implement forthwith upon request from the Contractor at its own expense, the changes to the County systems that the Contractor reasonably requests and believes are necessary and prudent to ensure Contractor's compliance with the Data Card Protection Rules. Each party shall indemnify, defend and hold harmless the other party from all claims, liabilities, damages and costs (including reasonable attorney's fees) to the extent caused by the indemnifying party's failure to comply with its obligations in this Article.

## **ARTICLE VI. MISCELLANEOUS**

**Equipment.** The County agrees to provide, in good working order existing equipment necessary for the preparation of the meals for inmates, staff and the Department on Aging Programs. Contractor is responsible for the cleaning and care of such equipment. The county will be responsible for all maintenance of the kitchen equipment. Existing equipment shall mean the equipment identified in Attachment "C".

**E-Verify.** E-Verify is the federal 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. Contractor shall ensure that Contractor and any subcontractor performing work under this Agreement: (i) uses E-Verify if required to do so by North Carolina law; and (ii) otherwise complies with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. A breach of this provision by Contractor will be considered a breach of this Agreement, which entitles County to terminate this Agreement, without penalty, upon notice to Contractor.

**Iran Divestment.** Pursuant to Article 6E of Chapter 147 of the North Carolina General Statutes, County must require most entities with which it contracts, which would include Contractor under this Agreement, to certify that the entity is not identified on a list created by the State Treasurer pursuant to N.C.G.S. § 147-86.58 (the "Final Divestment List"). This requirement is related to ensuring that entities with which local governments contract are not involved in investment activities in Iran. Contractor certifies that: (i) it is not listed on the Final Divestment List, and (ii) it will not utilize any subcontractor performing work under this Agreement which is listed on the Final Divestment List.

## **ARTICLE VII. ATTACHMENTS TO AGREEMENT**

**Attachment "A"** - Pricing

**Attachment "B"** - County's Request for Proposals For Food Service and Kitchen Management Services

**Attachment "C"** - Kitchen Equipment

IN WITNESS WHEREOF, the parties hereto, acting under authority of their respective governing bodies, have caused this Agreement to be duly executed in two counterparts, each to be considered as an original by their authorized representative, the day and date hereinabove written.

ATTEST:

COUNTY OF JACKSON

BY: \_\_\_\_\_  
Angela M. Winchester, Clerk to the Board

BY: \_\_\_\_\_

PRINTED NAME \_\_\_\_\_

TITLE \_\_\_\_\_

DATE: \_\_\_\_\_

ATTEST:

KIMBLE'S FOOD BY DESIGN, INC.

BY: \_\_\_\_\_

BY: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

TITLE \_\_\_\_\_

DATE: \_\_\_\_\_

## **Attachment “A” Pricing**

### **Jackson County, NC Jail**

<b># of Meals Per Day</b>	<b>Price Per Tray</b>
<b>90-117</b>	<b>\$8.1129</b>
<b>118-147</b>	<b>\$6.7442</b>
<b>148-177</b>	<b>\$5.8284</b>
<b>178-207</b>	<b>\$5.1742</b>
<b>208-237</b>	<b>\$4.6836</b>
<b>238-267</b>	<b>\$4.3020</b>
<b>268+</b>	<b>\$3.9667</b>

### **Jackson County Department on Aging**

<b># of Meals Per Day</b>	<b>Price per Tray</b>
<b>100-109</b>	<b>\$7.0480</b>
<b>110-119</b>	<b>\$6.6710</b>
<b>120-129</b>	<b>\$6.3580</b>
<b>130-139</b>	<b>\$6.0920</b>
<b>140-149</b>	<b>\$5.8640</b>
<b>150-159</b>	<b>\$5.6670</b>
<b>160-169</b>	<b>\$5.4950</b>
<b>170-179</b>	<b>\$5.3420</b>
<b>180-189</b>	<b>\$5.2070</b>
<b>190-199</b>	<b>\$5.0860</b>
<b>200+</b>	<b>\$4.9770</b>



## Attachment “B”



### **JACKSON COUNTY ADMINISTRATION**

County Manager: Don Adams

401 Grindstaff Cove Road, Suite A-207, Sylva, North Carolina 28779

Phone: 828-631-2295 • FAX: 828-631-2208

Email: donadams@jacksonnc.org

### **REQUEST FOR PROPOSALS**

For

**Food Service and Kitchen Management Services**

**Introduction:** The County of Jackson (“County”) owns a fully functional commercial kitchen located in the Department on Aging Facility at 100 County Services Park, Sylva NC 28788 (“Facility”). The County currently contracts with a private vendor to manage the kitchen and provide meals for Department on Aging Services and Sheriff Office Detention Center Meals.

**General Service Description:** All proposals will be required to provide the following services and meet the listed specifications.

### **Standard General Services and Requirements**

The provider shall prepare all meals at the County’s kitchen. The County will maintain the existing facility and commercial equipment. The County may choose to repair or replace existing equipment at its discretion. Provider will be responsible for any additional equipment not already in place prior to the contract. In the event that the kitchen is inoperable, the Provider must have a back-up plan to provide meals and storage for the food. The provider bears responsibility for all food and supplies located in the kitchen, storage, freezer, and refrigerator.

Provider shall hire all employees necessary to provide the contracted service. All persons employed by Provider will be employees of Provider, and not of the County. Provider agrees to conduct appropriate background checks on all personnel. Jackson County reserves the right to reject access to County property for any Provider personnel deemed inappropriate to have access. Provider agrees that no current employee of the County or any former employee of the County whose employment with the County was terminated within six months of the hire date will be hired by Provider without the consent of the County. Provider, in performing work specified under the Contract, shall not discriminate against any employee or applicant for employment because of race, creed, sex, color, national origin, or age, in violation of federal, state, or local law. Provider agrees that Provider’s employees and agents shall comply with and observe all applicable rules and regulations concerning conduct on the premises that County imposes upon the County’s employees and agents. The Provider will be responsible for all required training of food handlers, which will include portion control.

Provider shall maintain a Grade "A" sanitation rating issued by the Department of Health. Provider shall keep the Premises in a safe operating condition and shall be diligent in the care and guardianship of the County's equipment. Provider further agrees that Provider's Premises and services, as well as the food prepared by Provider, shall at all times be subject to inspection by authorized persons designated by the County. Provider must keep all premises clean and sanitary.

The Provider will warrant that the meals provided under the Contract will be wholesome, suitable for human consumption and meet all specifications under existing US Department of Agriculture and NC Department of Agriculture regulations, including local requirements for food handlers' permits and health examinations. County shall not be obligated to accept or pay for any food items that are spoiled, damaged, unwholesome, or for meals that are not complete. All meat and poultry utilized in the program shall be obtained by the Provider from meat and/or poultry products coming from inspected programs. The use of locally grown fruits, vegetables, and other food products are encouraged wherever possible, provided they are stored, processed, and prepared using approved sanitary standards. The County will, on a daily bases, check food temperatures and monitor quantity and quality of the food. The Health Department Sanitarian shall be able to sample meals at his/her convenience and discretion.

The Provider will provide meals to the Department on Aging and to the Detention Center that meets all federal and state requirement. The Provider will provide a "four-week cycle" menu on a quarterly basis with ample variety to avoid monotony. The menus for food items will be supplied one week in advance of each new quarter to representatives of the Department on Aging and Detention Facility accordingly. Menus will be changed a minimum of two times each year. The Provider will be responsible for securing the services of a registered dietitian to conduct a nutrient analysis of the menu cycle. Approval will be required for deviation from these menus at least 24 hours in advance from the County. Substitutions should not exceed one per month during a calendar year. A registered dietitian must review all menu changes within ninety days of the change.

The Provider will supply the condiments typical of the normal food service, ie. salt, pepper, ketchup, napkins, etc. served on the table in the dining room. The Department on Aging and Detention Center will be invoiced at cost for all other requested supplies such as Styrofoam trays, individual packs of salt, pepper, ketchup, mustard, bulk napkins, plastic utensils, etc. which will be served outside the dining room. A list of supplies will be developed and agreed to by all parties. The Department on Aging and Detention Center may purchase these items direct from a vendor if so desired. The Provider will invoice at cost the Department on Aging and Detention Center for each meal that uses disposable meals containers.

The Provider will furnish special occasion menus for Thanksgiving, Christmas, and the Fourth of July for both Department on Aging and Detention Center meals. This will be included in base price per meal.

The provider will furnish food services specific to other County needs as they may arise. Examples include catering services for County functions and other meals as needed. If the requirements for these meals substantially differ from the normal menu then any additional costs will be negotiated on a case-by-case basis.

The Provider will agree to pay all federal, state and local taxes which may be assessed in connection with operation of its services upon the Premises. Provider also agrees to comply with all federal, state and local laws and regulations governing the preparation, handling, and serving of foods, and to procure and keep in effect all necessary licenses, permits, and food handlers' cards required by law, and to post such permits within the service areas of the Premises in a prominent place as required by law. All costs in connection with such taxes, licenses, permits and food handler's cards, shall be a Cost of Business and will be charged to the operation of the business. Provider shall be responsible for the purchase of all point of sale equipment required by the business which is not currently provided by the County. Provider agrees to comply with all applicable federal and state laws and regulations pertaining to wages and hours of employment.

Provider will be responsible for providing appropriate containers for the meals. These containers will have to be approved by the County and must meet all required specification including holding temperatures at required levels. These costs must be included in the cost per meal submitted by the responder. Jackson County reserves the right to contractually separate these costs at a later time.

Provider will be required to transport meals as specified by this RFP and executed contract. The cost for transporting meals must be included in the cost per meal submitted by the responder. Jackson County reserves the right to contractually separate these costs at a later time.

For purposes of this request for proposal, **DO NOT** include estimated utility costs in the proposal.

The Provider shall keep full and accurate sales records in connection with sales covered by this Contract. All such records shall be kept on file for three (3) years and three (3) months, pursuant to all Federal and State guidelines related to both Department on Aging and Detention Center meals. Upon request, auditors of the County shall have access to all such records. The County or any State or Federal governing agency over these programs shall have the right to conduct an on-sight review of the food service program.

Provider shall indemnify, defend , and hold County harmless from and against and physical damage to tangible property, bodily injury, sickness or death to the extent caused by Provider's breach or Provider's negligent acts or omissions or the negligent acts or omissions of Provider's agents or employees arising out of the consumption or use of the products sold or provided; provided, however, that nothing contained herein shall require Provider to indemnify the County for claims and liabilities to the extent arising out of the negligent acts or omissions of the County, its agents or employee's breach of its obligations hereunder.

Provider shall procure and maintain comprehensive automobile bodily injury liability and property damage liability insurance, with combined single limits of one million (\$1,000,000) dollars. Provider shall procure and maintain commercial general liability and property damage liability insurance with combined single limits of one million (\$1,000,000) dollars. Provider will procure worker's compensation and employee liability insurance to cover its employees at the premises. Provider and County will waive any and all right of recovery from each other for loss caused by perils defined in their respective fire and casualty and extended coverage insurance policies. It is mutually agreed between the parties that neither shall be held responsible to the other for any losses resulting from its delay or failure to perform to the extent that the party is delayed or prevented by federal, state, or municipal action; war, revolution, riot, fire, flood, act of God, or without limiting the party whose performance is interfered with, and which, by exercise of reasonable diligence, the party is unable to prevent, whether of the class of causes here before enumerated or not.

Annually the Provider shall convene a meeting of all parties, including Department of Aging, Jackson County Sheriff and Provider, to review contract and Provider performance. The Provider must submit any consumer inflation index changes in meal costs to the Department on Aging and the Sheriff's Office by March 1<sup>st</sup> to become effective the following July 1<sup>st</sup> of each County fiscal year.

### **Specific Services and Requirements**

#### **Department on Aging**

##### **Background**

In Fiscal Year 2019/2020, the current vendor provided approximately 42,859 meals at a total cost of \$234,447 for Department on Aging Services. These meals consisted of a combination of congregate meals along with home delivered meals. The vendor charged approximately \$11,581 (included in the \$234,447 amount) for specialized trays to maintain appropriate temperatures during delivery. All meals were cooked and packaged at the Facility. County staff and volunteers were responsible for delivering meals not served directly at the Facility.

##### **Requested Services**

The Provider will be responsible for planning the menus and authorizing changes and revisions. Each meal provided shall meet all nutritional requirements of the Title 111-C Nutrition Program for the Elderly and one-third of the required daily allowance for persons age 60 and older, which has been approved by the North Carolina Division of Aging.

The following amount of meals will be required for the Jackson County Department on Aging:

- (i) Approximately fifty (50) meals five days per week, for consumption by persons sixty (60) years of age and older qualifying under TITLE 111-C1 NUTRITION PROGRAM FOR THE ELDERLY at its congregate meal site located at the Department on Aging Building located in Webster. The County owned commercial kitchen is located onsite;
- (ii) Approximately thirty (30) meals, five days per week, for consumption by persons sixty (60) years of age and older qualifying under TITLE 111-C1 NUTRITION PROGRAM FOR THE ELDERLY at its nutrition site located at the Cashiers Senior Center. The Department on Aging will be responsible for delivering the meals from the County owned commercial kitchen;
- (iii) For the Department on Aging approximately seventy (70) hot meals, five days per week, for consumption by homebound persons sixty (60) years of age and older under TITLE 111-C2 NUTRITION PROGRAM FOR THE ELDERLY, HOME DELIVERED MEALS FOR THE HOMEBOUND ELDERLY. The Department on Aging will be responsible for delivering the meals to the residences.
- (iv) For the Department on Aging approximately five (5) hot meals, on Saturdays and Sundays, for consumption by homebound persons sixty (60) years of age and older under TITLE 111-C2 NUTRITION PROGRAM FOR THE ELDERLY, HOME DELIVERED MEALS FOR THE HOMEBOUND ELDERLY. The Department on Aging will be responsible for delivering the meals to the residences.

#### Food

Each food group, or its alternate, makes a special contribution toward the objective of providing at least one balanced meal daily, Monday through Sunday. Food should have eye appeal and bring pleasure to most participants' palate, as evidenced by consumption and feedback.

Each cycle menu should be accompanied by complete nutrient analysis for all meals provided during that period.

The following minimum standards shall be met for all non-donated items.

- (1) Canned Fruits and Vegetables - Grade A or Fancy or better.
- (2) Fresh Fruits and Vegetables - U.S. No 1 or Fancy or better. Local produce should be utilized when available.
- (3) Poultry - USDA Grade A or better
- (4) Beef - USDA Choice or better. Beef should be tender and with a minimum of fat. Ground beef should be no more than 20% fat.
- (5) Pork - USDA No 1 or better. Pork should be tender and with a minimum of fat. Ham Cloverdale or equivalent.

(6) Fish - Tuna- canned, packed in water, solid or chunky pack, white or light only. Fish portion 4 oz. raw, boneless, skinless, US Grade A., Halibut, Haddock, and Sole acceptable.

(7) Eggs and Dairy Products - USDA Grade A or better.

(8) Juice – fortified

(9) Salt- iodized

(10) Combination Entree Items – The Provider must meet USDA Standards for prepared meat products, and program requirements for protein content per serving. Recipes and/or products must be approved in advance by the Department on Aging. These items include, but are not limited to: meatballs, beef-macaroni casserole, lasagna, beef stew, tuna casserole, Salisbury steak, etc. Considerations include the product's texture, percentage of extended, seasoning, sodium and cholesterol content, and preservative content. MSG is not acceptable.

(10) Fat - Margarine patties, corn oil, fortified with Vitamin A, 90 ready-to-serve patties per pound, Fleischman brand or equivalent.

#### Nutritional Analysis Requirements

Nutrient	Amount Required
Calories	No less than 700 calories per meal
Protein	No less than 21 g per meal
Fat	No more that 30% per meal
Calcium	400 mg per meal
Vitamin C	Vitamin C rich foods must be served twice a week
Sodium	No more than 1300 mg per meal

#### Meal Patterns

Food Group Serving per meal	Serving per meal
Bread or Bread Alternate, Starches/ Grains	2 servings of bread: 1, 1 oz. slice of bread, or ½ Cup cooked rice, pasta, noodles, or 1oz, dry cereal, one small muffin
Vegetable	2-3 servings: ½ cup or equivalent measure (may serve an additional vegetable instead of 2 fruits)
Fruit	1-2 servings: ½ cup or equivalent measure (may serve an additional fruit instead of 3 vegetables)
Milk or Milk Alternate	1 serving: 1 cup or equivalent measure: fortified juice
Meat or Meat Alternate	1 serving: 3 oz. or equivalent measure

To assure that each participant is offered a meal based on the required menu pattern, the first meal served at each nutrition site should be accurately weighed or measured by volume to provide a visual standard of reference for portion size when serving the remainder of the meals. Portion control utensils should be used when serving food.

(1) Meat/Meat Alternative Group

The requirement for each meal is to contain at least 3 oz. of cooked edible portion of meat, fish, poultry, or eggs. Meat alternatives may be used occasionally for variety and can include bean, pea, or lentil soup or entrees, as well as peanut butter. Processed meats, such as hot dogs or sausage, should be limited to once or twice a month because of the high fat and sodium content and limited nutrient value.

(2) Breads/Grains Group

The requirement for each meal is to contain 2 servings of whole grain, or enriched grain product that may be met in various ways. The following examples are considered one serving from the Bread/Grains Group: 1/2 cup rice, potatoes or pasta; 6 saltine crackers; cornbread (2" cube); 1 roll, biscuit, or muffin; or 1 slice of bread. These may be served as separate items or incorporated into the main entree in the amounts specified above. An alternate way of meeting the menu requirement for two servings of bread/grain product would be to provide one serving of bread product as listed above and a starchy vegetable such as 1/2 cup of sweet or white mashed potatoes (or 1 medium-sized potato), lima beans, green peas, or corn. If this alternative is chosen, the starchy vegetable may not be used to satisfy both the bread/grain requirement and the vegetable/fruit requirement. A variety of enriched and/or whole grain bread products, particularly those high in fiber, are recommended.

(3) Vegetable/Fruit Group

To meet the requirement for two servings of different fruits and/or vegetables per meal, the Provider may consider the following examples of one serving: 1/2 cup canned fruit (drained), 1/2 cup cooked vegetable (drained), 1 piece of fresh fruit, or 6 ounces of 100% fruit juice (orange, grapefruit, orange-grapefruit, or other 100% fruit juice fortified with Vitamin C to meet 1/3 RDA for Vitamin C), 1/2 cup coleslaw, or 1 cup tossed mixed fresh vegetable salad. Providers should note that the menu requirements in 10A NCAC 06K .0203 specify that juice may fulfill no more than half of the vegetable/fruit requirement for a meal. The nutrition rules require that one serving of Vitamin C rich food be served twice each week. It is recommended that one serving of Vitamin A rich food also be served twice each week. Fruits or vegetables used in gelatin, soups, or main entrees may be counted as one serving if at least 1/2 cup of fruit or vegetable is provided per serving. Vegetable or fruit sauces (e.g., tomato sauce for spaghetti) may not be identified as meeting the fruit/vegetable requirement, except that applesauce may be counted as a fruit.

(4) Fats Group

Salad dressings, mayonnaise, gravies, white sauces, margarine, or butter must be identified on the menu. Each meal may contain fat, should not exceed the 30% fat level of total calories per meal. Methods that limit the amount of fat during cooking or serving are recommended. However, it should be pointed out that sauces over thin slices of meat help to maintain required food temperatures.

(5) Dairy Group

Calcium requirements are 400 mg. calcium per meal. This may be obtained by a serving of milk or other foods high in calcium. Calcium-fortified foods, juices, and other beverages may be served to meet the calcium requirement.

(6) Desserts

Dessert may be provided as an option, including fruit, puddings, fruited or plain gelatin, ice cream or ice milk, frozen yogurt, sherbet, cake (frosted or with fruit sauce), cobblers, cookies, or pies (or pie squares), etc. Care should be taken not to exceed the 30% fat level of total calories for the meal. If the fruit is used as a dessert, it can be counted as one serving of fruit/vegetable category. If any calcium-rich foods are used as a dessert, they may be counted as part of the total calcium content of the meal.

(7) Beverage Category

Coffee or tea may be served but cannot be counted as fulfilling any part of the 1/3 daily Recommended Dietary Allowances requirement.

### Nutritional Analysis

(1) Menus should be written for a period of at least 4 weeks and submitted to the Provider's dietitian for nutrient analysis and approval at least two weeks in advance of the meals being served. Standardized recipes will be required for all approved menus.

(2) A copy of the dietitian's nutritional analysis will be provided to the Department on Aging for each menu cycle.

(3) Food items within the meat/meat alternative, vegetable/fruit, and bread/grain groups should be varied within the week and the menu cycle. Food items should not be repeated two days in a row, or served on the same days of consecutive weeks. Menus should include a variety of food items and preparation methods including a mixture of colors, food combinations, textures, sizes, shapes, tastes, and appearances.

(4) Menus must be changed twice a year but should be changed every quarter.

(5) Menu substitutions should not exceed one per month. All menu substitutions must be approved by the dietitian within 90 days of the substitution.

(6) Menu conferences between the Provider's dietitian, the Service Provider, and the Department on Aging should be conducted quarterly to discuss any problems, suggestions, additions, deletions, client comments, upcoming special events, or other topics pertaining to the nutrition program menus.



### Therapeutic Diet Meals and Special Modified Meals

Therapeutic diets and special modified meals will be provided to at the request of the Department on Aging.

(a) Therapeutic Diet Meals: A physician's written diet order will be sent to the Provider a week prior to the meals being served. Menus for therapeutic diet must be written by a dietitian following the standards of the current NC Dietetic Association Diet Manual. A therapeutic diet meal must provide 1/3 of the recommended dietary allowances.

(b) Special Modified Meals: Changes in the certified approved menu will be made available to meet participants' medical requirements and preferences. These changes can be made within the existing meal program without a physician's authorization. Requests may include mechanically modified meals.

### Shelf-Stable and Frozen Products

The Department on Aging requires that the Provider make available shelf-stable and frozen meals when delivery of hot meals is not available. These types of meals are required to follow the menu pattern requirements. Frozen and shelf-stable meals may be used for inclement weather, holidays, weekends, outreach sites, or pandemics. Providers will be required to label meals with production dates and reheating instructions.

### Overview of Food Temperature Requirements

The Provider shall comply with the temperature requirements of 15A NCAC 18A .2600 [specifically .2609 (g)] as written by NCDHHS Food Production and Sanitation of Food Establishments.

The Provider is required to document food temperatures and adhere to other risk management procedures, including the following:

(1) End of preparation time for food prepared at the central kitchen and arrival time at the drop-off location must be documented. Even though there are no time requirements between the end of food preparation and meals being dropped off, this is basic documentation for the line of control and responsibility for meals should there ever be a question related to foodborne illness in connection to the nutrition program meals.

(2) Packaging and transport equipment must maintain appropriate food temperatures.

(3) All hot food must be at least 140 ° F and all cold food 45 ° F or below at the time it is delivered or served to a participant.

(4) Time and temperatures must be taken just prior to serving congregate meals.

- (5) Temperatures must be recorded for each food item on a menu, except bread products, crackers, cake, fresh fruit, and fruit cobblers.
- (6) All home-delivered meals pre-plated by the Provider must be individually packaged, packed, and transported immediately.
- (7) Temperatures must be taken at least once per month on each nutrition route. The Provider will be responsible for providing a meal at no cost for the evaluation. The Provider will be responsible for taking temperatures for each route.
- (8) All temperature records must be maintained for audit.
- (9) If food temperatures are out of compliance when delivered to a home-delivered meal participant, a corrective action plan must be implemented and documented. Possible solutions may include redesigning shorter routes, using heat stones, or using better equipment.

#### Records and Procedures

- (1) Daily records of meal orders for each site will be prepared by the Provider and the Department on Aging. These orders will show the quantity of food ordered, temperatures for each menu item at the end of production and the end of packaging. Meal containers must be legibly marked for delivery to the appropriate sites.
- (2) The Provider will be responsible for the daily inventory control of the Department on Aging owned food delivery equipment assigned to the Provider. The Provider should report any missing equipment the day it disappears so responsibility can be determined.
- (3) The Provider will invoice the Department on Aging for meals on a basis determined by both entities. This invoice will show the number of meals provided each day multiplied by the agreed cost per meal.
- (4) The Department on Aging shall have the right and authority to:
- a. Inspect food to determine compliance with the specifications of the U.S. Department of Health and Human Services requirements.
  - b. Approve the menus and recipes for meals to ensure compliance with the U.S. Department of Health and Human Services requirements.
  - c. Inspect at any time the Provider's food preparation, packaging, and storage areas and the food containers to determine the adequacy of cleaning, sanitation, and maintenance practices.
  - d. Require an equipment cleaning and sanitation schedule to be posted and a cleaning log maintained and submitted to the Department on Aging each quarter.

e. Request a monthly quality control meal to ensure the quality standards of taste and temperature are being met by the Provider.

f. Require the use of cooler or freezer space to store donated foods received from other agencies.

(5) All records of the Provider related to food storage and food preparations shall be made available for audit and review by authorized representatives of Department on Aging and state and federal agencies.

(6) Authorized representatives of Department on Aging and the Area Agency on Aging Commission shall have the right to conduct an on-site review of the food service operation.

(7) Any donated food and commodities received by Department on Aging from the USDA, MANNA Food Bank, or others made available to the Provider shall be used exclusively to benefit Meals on Wheels and Congregate Nutrition. The Provider shall use food donated within the time frame specified by the Department on Aging.

(8) The Provider shall maintain adequate storage, inventory, and control of donated foods to ensure that its use is in compliance with the United States Department of Agriculture requirements. The Provider will be accountable for any donated foods after they are assigned. The Provider will maintain the inventory records for donated commodities for a minimum of three years.

(9) The Provider shall give the representative of the United States Department of Agriculture ready access to the food storage areas and the inventory records of donated food for inspection and review.

(10) The market value of donated foods should provide flexibility in pricing of special catered events. Such catered events may include volunteer appreciation, holiday celebrations, or other events.

(11) Provider shall abide by the following time guidelines:

\* All meal orders for the Department on Aging will be provided to the Provider by 3pm the day prior.

\* 9 AM- All Meals to be delivered to the Cashiers Senior Center and Outreach Sites will be packaged and ready for delivery. The Department on Aging will be responsible for delivery.

\*9:45 AM – All Meals to be delivered for Home Delivered Meals will be packaged by ready for delivery. The Department on Aging will be responsible for delivery.

\*10:45 – All Congregate Meals for outdoor pick-up will be packaged in adequate containers to maintain temperature.

\*11:15 AM – 12:30 PM – All Congregate Meals for consumption in the Department on Aging dining facility will be prepared and served.

\*11:30 AM Weekends – All Meals to be delivered for Home Delivered Meals will be packaged and ready for delivery. The Department on Aging will be responsible for delivery.

#### Site Closing

The Department on Aging observes twelve holidays each year, which will be scheduled by the Department on Aging prior to the beginning of the program year. From time to time, any or all sites may be closed due to weather conditions, catastrophes, or other circumstances. The Nutrition services of the Department on Aging follow the local school closure schedules. The Department on Aging will notify the Provider of such closures. Any food already prepared will be promptly frozen and used to create frozen meals. When requested, the Provider will supply dietitian-approved frozen meals prior to or on the day of closure.

### **Sheriff Office Detention Center**

#### **Background**

In Fiscal Year 2019/2020, the current vendor provided approximately 65,400 inmate meals at a total cost of \$379,076. Inmates held at the Jackson County Sheriff Office Detention Center requires three meals a day, 365 days a year. All meals were cooked and packaged at the Facility. The vendor delivered the meals to the detention center three times daily. The Facility is approximately 3.7 miles from the detention center. The vendor charged \$10,000 (included in the \$379,076 amount) for delivery. The vendor charged \$28,998 (included in the \$379,076 amount) for specialized trays to maintain appropriate temperatures during delivery.

#### **Requested Services**

The Jackson County Sheriff's Office Detention Facility requires 150 meals per day to be served seven days per week, for the entire year.

The meal contract for the Jackson County Detention Center must meet or exceed the Recommended Dietary Allowances of the National Academy of Sciences which are hereby adopted by reference pursuant to NCGS 150B-14(c)

**NCGS 150B-14(c)** states the following:

1. Each inmate is to be provided three (3) meals per day, consisting of at least two (2) hot meals and one (1) cold meal. There are to be no more than 14 hours between the evening meal and breakfast. Food temperature must be maintained at appropriate serving temperatures as specified in **Commission for Public Health Rule 15 NCAC 18A .1522**. Which states that food shall be maintained at safe temperatures of 45 degrees or below for cold food and 140 degrees and above for all hot foods. Please see **15 NCAC 18A .1522** for all precautions.

2. Each inmate shall have an individual tray and eating utensils will be provided.
3. Food shall be covered during transport inside and outside the jail.
4. The inmates require **a minimum of 2500** calories per day consisting of at least:
  - A. **Milk Group:** Two (2) servings per day with pregnant women and individuals under the age of 18 having at least four (4) servings per day.
  - B. **Fruit Group:** Two (2) servings per day, one (1) of which shall be citrus.
  - C. **Vegetable Group:** Three (3) servings per day.
  - D. **Meat/Protein Group:** Two servings per day.
  - E. **Cereal or Bread Group:** Four (4) servings of whole grain or enriched products; and
5. Food Quality
  - A. All food items provided by the contractor in connection with this request shall meet and comply with all government regulations and laws.
  - B. All food served shall be wholesome and be free from spoilage and decay. Uncooked items such as fresh fruits and vegetables shall be clean and free from blemishes.
  - C. All meat must meet the general requirements formulated by the US Department of Agriculture and meet the grade requirements set forth below.
  - D. Contractor shall guarantee the provision of the highest food quality standard using the following guidelines.
    1. U.S. Choice or higher grades of beef. Only USDA inspected meat of any kind is acceptable.
    2. Ground beef, include patties, shall be provided with a minimum lean to fat ratio of 75/25. Meat extenders (soy products, etc.) or gland meat of any kind is not acceptable.
    3. Ground turkey and chicken shall be meat only, no skins included. Ground turkey or chicken may be substituted in recipes calling for ground beef, if appropriate.
    4. Grade A or B fresh, frozen or canned vegetables are acceptable.
    5. Grade A or B fresh, frozen, canned fruits are acceptable.
    6. Sandwich meats (SEE USDA SANDWICH MEAT SPECIFICATIONS #801-805). No pork meats 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.
    7. Poultry shall be at least USDA Grade B. Chicken leg 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.
    8. Milk fortified with Vitamins A and D shall be served as a beverage. Dry/powdered milk may be used in cooking/baking.
    9. Eggs shall be at least USDA Grade B Medium.
    10. 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.
    11. All fruit-based drinks must be fortified with Vitamins C and D.

12. All food items shall be purchased and meet all federal and state regulations for food safety and use only industry best practices to assure quality and wholesome standards.
  13. Cooking temperatures and times shall be regulated in order to reach appropriate doneness, to retain nutrients and to serve palatable and attractive food (ServeSafe guidelines shall apply).
  14. All food and beverage products with expiration dates used by the contractor must be used prior to the expiration date.
  15. 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.
6. Menus:
- A. All menus shall be discussed with the Detention Captain or Lieutenant before implemented.
  - B. The menu shall be prepared in consultation with a dietician or nutritionist.
  - C. Menus shall be written and portion sizes shall be specified within the menu.
  - D. Menus shall be dated and posted in the jail one week in advance of serving a meal.
  - E. Menus shall be served to inmates as written, unless a substitution of comparable nutritional value is served as determined by the dietician or nutritionist. Substitution to the menu shall be made in consultation with the dietician or nutritionist.
  - F. The same menu shall not be served at lunch and dinner on the same day.
  - G. Dated menus and records of any substitutions shall be retained for three years by the jail or the jail's food vendor, either at the jail or at a remote location.
7. 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 dietician.
  - 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. Diabetic diets require one (1) snack per day to maintain glucose levels.
  - F. Pregnant inmate diets also require one (1) snack per day.
  - G. Each jail shall maintain a current list of inmates requiring modified diets, and it shall be posted for use by staff.
  - H. 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.

The Jackson County Detention Center is requesting that the meal provider be able to, in addition to the requirements set forth by the State of North Carolina above be able to:

1. Provide a price per meal for all three (3) meals consisting of hot meals.
2. Provide a price per meal for two (2) hot and one (1) cold meal per day with the cold meal being served at lunchtime.
3. Give a price for the meals being sealed in disposable containers.
4. The provider shall provide box lunches for inmate work crews or inmates being transported to prison or other facilities further than two (2) hours away with proper notification from the detention center and meet the same nutritional requirements as regular meals.
5. Detention meals shall be ordered and served by the Detention Center and delivered by the Provider according to the following schedule, unless otherwise mutually agreed upon:

<u>Serving Time</u>	<u>Order Cut off Time</u>	<u>Delivery Time</u>
Breakfast: 8:30 AM	6:45 AM	8:15 AM
Lunch: 12:15 PM	10:30 AM	12:00 PM
Supper: 6:30 PM	4:00 PM	6:00 PM

6. The provider shall furnish special occasion menus for Thanksgiving, Christmas and the Fourth of July.
7. All meals for the Detention Center will be delivered in approved sealed containers.
8. The provider shall furnish all disposable utensils and condiments.
9. The provider shall provide a rotating menu that is mutually agreed upon with the Detention Captain or Lieutenant.
10. The provider's dietitian/nutritionist shall work with the Detention Center medical staff to produce modified diets.
11. Modified diets could include, but are not limited to:
  - A. Low sodium-bland
  - B. Reduced fat
  - C. Gastric soft
  - D. Liquid only
  - E. High protein
  - F. Diabetic
  - G. Pregnancy
  - H. Lactose free
  - I. Allergy (i.e. no fish, peanut, etc.)
12. Modified religious diets are approved by the Detention Chaplain and/or Captain. Typical religious diets could include, but are not limited to inmates practicing the:
  - A. Muslim faith
  - B. Jewish faith
  - C. Catholic faith

Approved religious diets have been very minimal in this facility.

### **Project Schedule**

RFP Invitation:	March 12, 2021
MANDATORY RFP Site Visit:	March 24, 2021- 2:00 PM
Deadline for Clarification Questions:	March 31, 2021 – 12:00 PM
Response to Clarification Questions:	April 9, 2021 – 5:00 PM
<b><u>RFP Due Date:</u></b>	<b><u>April 14, 2021 – 5:00 PM</u></b>
Proposal Presentation :	April 16, 2021
Review Proposals:	April 19-30, 2021
Recommend Selection:	May, 2021
Finalize Selection:	June, 2021
Finalize Contract:	July 2021
New Contract Start Date:	October 1, 2021

**Proposal Format:** Responses to this Request for Proposal should be broken down into tabs and address the following information in order:

#### **TAB A: Bid Form**

The attached bid form must utilized under TAB A. Prices per meal are for the minimal amount. It is anticipated that more meals will be purchased. The price per meal will also be applied to all meals purchased over the minimum. Jackson County reserves the right to negotiate a sliding scale meal rate dependent upon quantity at a later time.

#### **TAB B: Company / Organization Information**

Use this section to provide information about your company or organizations. At a minimum, provide the company/organization name, address, type of ownership and size of company. Provide any other company information deemed appropriate.

#### **TAB C: Experience / References**

Use this section to provide information regarding any direct experience providing the requested services. It is mandatory that respondents list all Aging and Detention Center meal service contracts held in North Carolina within the last 5-years. Other related experience will also be taken into consideration.

#### **TAB D: Other Information**

Provide any other additional information deemed appropriate for consideration. Keep this information at a minimal. **DO NOT INSERT ANYTHING IN THIS SECTION THAT CONFLICTS WITH OTHER SECTIONS OF YOUR RESPONSE.**



### **General Comments**

1. The provider must make a site visit during the responding phase of this RFP. It is the responders' sole responsibility to personally examine the commercial kitchen equipment and ascertain its viability within the provider's proposal.
2. Any cost incurred by respondents in preparing or submitting a proposal shall be the respondents' sole responsibility.
3. All responses, inquiries, or correspondence relating to this RFP will become the property of the requestor when received.
4. A response to this RFP should not be construed as a contract, nor indicate a commitment of any kind. No recommendations or conclusions from this RFP process concerning respondents shall constitute a right (property or otherwise) under the Constitution of the United States or under the Constitution, case law or statutory law of North Carolina. Neither binding contract, obligation to negotiate, nor any other obligation shall be created on the part of County unless County and respondent execute a Contract.
5. County encourages participation by minority and women-owned businesses and respondents should be prepared to provide evidence of such classification and/or attempt to engage such firms within the qualification's package.
6. All Responses are subject to public disclosure under the North Carolina Public Records Law. To the extent permissible by law, County agrees to keep confidential any confidential proprietary information included in a response, provided that: (1) the respondent identifies the confidential proprietary portions of the response; (2) the respondent identifies as confidential and proprietary only those portions of the submittal that actually are confidential and proprietary; and (3) the respondent states why protection is necessary. Respondents shall not designate their entire response as confidential and proprietary nor shall they so designate information that is already public.
7. In submitting a response, each firm agrees that the County may reveal any trade secret materials contained in such response to all County staff involved in the selection process and to any outside consultant or other third parties who serve on the selection committee or who are hired by County to assist in the selection process. Furthermore, each firm agrees to indemnify and hold harmless County and each of its officers, employees, and agents from all costs, damages, and expenses incurred in connection with refusing to disclose any material that the firm has designated as a trade secret.

8. The County reserves the right to refuse any or all packages received, to solicit for new RFP responses, or to accept any RFP response deemed to be in the best interest of County in its sole and exclusive discretion. The County reserves the right to alter or change any condition of this RFP that best meets the interest of the County. The County reserves the right to make its selection based upon the needs of the County. Pricing will not be the only item of consideration. Since this is a service contract, the responders' ability to provide the requested high quality product/service consistently will be evaluated. The County reserves the right to negotiate with one or more respondents and is not obligated to enter into any contract with any company on any terms or conditions

**DUE DATE: NO LATER THAN 5:00 PM on April 14, 2021.**

- NO RESPONSES WILL BE ACCEPTED AFTER THIS TIME.
- FAXES OR EMAILS WILL NOT BE ACCEPTED FOR THIS RFP.
- MAIL OR DELIVER SIX (6) COPIES OF YOUR PROPOSAL IN A SEALED ENVELOPE INDICATING "Proposal to Provide Food Service & Kitchen Management Services" TO:

Don Adams, Jackson County Manager  
Jackson County Justice / Administration Center  
401 Grindstaff Cove Road, Suite A207  
Sylva, NC 28779  
(828) 631-2295

- DIGITAL COPIES OF ALL MATERIALS MUST BE PROVIDED ON THUMB DRIVE.
- IT IS THE RESPONDERS RESPONSIBILITY TO ENSURE THAT JACKSON COUNTY HAS RECEIVED ANY SUBMITTAL. JACKSON COUNTY IS NOT RESPONSIBLE FOR ANY ISSUES RELATED TO MAIL THAT DELAYS OR PREVENTS DELIVERY OF SUBMITTAL (i.e. lost or delay in physical mail system)
- SUBMIT QUESTIONS TO DON ADAMS, JACKSON COUNTY MANAGER

RESPONDERS MUST ALSO PRESENT THEIR PROPOSALS TO JACKSON COUNTY ON April 16, 2021. (NOTE: The six hard copies of the proposal (along with a digital copy) must be provided by the above due date of **April 14, 2021 by 5:00 PM** in order to be invited to present on April 16, 2021.

**BID FORM**  
**Jackson County Food Service and Kitchen Management Services**

Business Name:

Authorized Name / Title (print):

Address:

City / State/ Zip:

Phone:

Email:

Jackson County will guarantee a minimum amount of meals purchased for both the Department on Aging Services and the Detention Center. List below your price per meal. **Pricing below includes all costs associated with the meal including packaging and delivery costs.**

**Department on Aging**

Jackson County will purchase a minimum of 150 meals a day - five days a week and 10 meals a weekend. This equates to a minimum of 39,520  $([150 \times 5 \times 52] + [10 \times 52])$  meals per year. Jackson County currently allows the vendor to utilize the kitchen to prepare meals for other public or private events, contracts or jobs. Recognizing that not all potential bidders will want to utilize the kitchen for a private catering business, Jackson County will allow pricing to take place both ways. Pricing both ways is not mandatory but allowable.

1. Price Per Meal with Being Allowed to Use Kitchen for Private Catering Service: \_\_\_\_\_
2. Price Per Meal for Department on Aging Meal Services Only: \_\_\_\_\_

**Sheriff Office Detention Center / Emergency Shelter & Emergency Operations Center**

Jackson County will purchase a minimum of 150 meals a day – seven days a week. This equates to a minimum of 54,750  $(150 \times 365)$  meals per year. Jackson County currently allows the vendor to utilize the kitchen to prepare meals for other public or private events, contracts or jobs. Recognizing that not all potential bidders will want to utilize the kitchen for a private catering business, Jackson County will allow pricing to take place both ways. Pricing both ways is not mandatory but allowable.

1. Price Per Meal with Being Allowed to Use Kitchen for Private Catering Service:  

3 Hot Meals A Day \_\_\_\_\_

2 Hot Meals and 1 Cold Lunch A Day \_\_\_\_\_
2. Price Per Meal for Sheriff Office Detention Center/EM Center Only:  

3 Hot Meals A Day \_\_\_\_\_

2 Hot Meals and 1 Cold Lunch A Day \_\_\_\_\_

If you plan on using the kitchen for a private catering service then you must enter an amount under number 1 for the Department on Aging and under number 1 for the Sheriff Office Detention Center/EM Center.

If you **DO NOT** plan on using the kitchen for a private catering service then you must enter an amount under number 2 for the Department on Aging and under number 2 for the Sheriff Office Detention Center/EM Center.

NOTE: Private catering service is defined as providing meals for any other purpose than meeting the needs of Jackson County, NC. This would include private events and providing meals to other governmental entities.

Responders may bid both choices. Only a combination of bids under number one (1) or a combination of bids under number two (2) will be considered.

Authorized Signature:

Date:



## **JACKSON COUNTY ADMINISTRATION**

County Manager: Don Adams

401 Grindstaff Cove Road, Suite A-207, Sylva, North Carolina 28779

Phone: 828-631-2295 • FAX: 828-631-2208

Email: donadams@jacksonnc.org

### **REQUEST FOR PROPOSALS**

For

Food Service and Kitchen Management Services

#### **ADDENDUM #1 – Project Schedule Change**

The following is a revised project schedule. The project schedule below replaces the project schedule on page 16 of the original RFP issued on March 12, 2021. RFP responders are requested to make their presentation to the County on Monday April 19, 2021.

#### **Project Schedule**

RFP Invitation:	March 12, 2021
MANDATORY RFP Site Visit:	March 24, 2021- 2:00 PM
Deadline for Clarification Questions:	March 31, 2021 – 12:00 PM
Response to Clarification Questions:	April 9, 2021 – 5:00 PM
<b><u>RFP Due Date:</u></b>	<b><u>April 14, 2021 – 5:00 PM</u></b>
Proposal Presentation:	<b><u>April 19, 2021</u></b>
Review Proposals:	April 19-30, 2021
Recommend Selection:	May, 2021
Finalize Selection:	June, 2021
Finalize Contract:	July 2021
New Contract Start Date:	October 1, 2021

## Attachment "C" - Kitchen Equipment List

Type	Description	Manufacturer	Area Number	Tag Number	Model Number	Serial Number
Fan, Exhaust	Exhaust Fan, Centrifugal, 3,501 to 5,000 CFM, Replace	CaptiveAire	Building exterior			
Fan, Exhaust	Exhaust Fan, Centrifugal, 3,501 to 5,000 CFM, Replace	CaptiveAire	Building exterior			
Grease Trap, In Ground	Grease Trap/Interceptor, Underground, Replace		Building exterior			
Air Curtain	Air Curtain, 5,100 CFM, Replace	MARS	Kitchen		48CH	0907PF48CH-LF3
Oven	Commercial Kitchen, Convection Oven, Double, Replace	Southbend	Kitchen			
Oven	Commercial Kitchen, Convection Oven, Double, Replace	Southbend	Kitchen		SLGS/22CCH	09G90125
Oven	Commercial Kitchen, Convection Oven, Single, Replace	Cleveland	Kitchen		OGB-6.20	1006230000184
Fryer	Commercial Kitchen, Deep Fryer, Replace	FRYMASTER	Kitchen			
Dishwasher	Commercial Kitchen, Dishwasher, Replace	Hobart	Kitchen		AM15T	23-1221-637
Exhaust Hood	Commercial Kitchen, Exhaust Hood, Replace	CaptiveAire	Kitchen		3630VHC	900788
Exhaust Hood	Commercial Kitchen, Exhaust Hood, Replace	CaptiveAire	Kitchen		6024ND-2	
Warmer	Commercial Kitchen, Food Warmer, Replace	LOWTEMP	Kitchen		SL-HF4HH2AAL6A4DRA1RJB2	I09E28480L
Warmer	Commercial Kitchen, Food Warmer, Replace	Metro	Kitchen			
Warmer	Commercial Kitchen, Food Warmer, Replace	Victory	Kitchen		NSA-10-07-PT	J0978118
Warmer	Commercial Kitchen, Food Warmer, Replace	TAMULSEN	Kitchen			
Ice Machine	Commercial Kitchen, Ice maker, Freestanding, Replace	Hoshizaki	Kitchen		KM-515MAH	UZ4402F
Ice Machine	Commercial Kitchen, Ice maker, Replace	Hoshizaki	Kitchen		DM-200B	U50602B
Washer	Commercial Kitchen, Integrated Pressure Washer, Replace	SMT	Kitchen		SMT300-1885	19627-0309
Mixer	Commercial Kitchen, Mixer, Freestanding, 10 GAL, Replace	Hobart	Kitchen		HL400	31-1427-869

## Attachment "C" - Kitchen Equipment List

Oven	Commercial Kitchen, Range/Oven, 6-Burner w/ Griddle, Replace	Garland	Kitchen			
Reach-In Cooler	Commercial Kitchen, Refrigerator, 1-Door Reach-In, Replace	True	Kitchen		TR1R-1S	5373292
Reach-In Cooler	Commercial Kitchen, Refrigerator, 1-Door Reach-In, Replace	Victory	Kitchen		RSA-10-S7-PT	J0978121
Reach-In Cooler	Commercial Kitchen, Refrigerator, 1-Door Reach-In, Replace	Traulsen	Kitchen		G10011	T38111E10
Kettle	Commercial Kitchen, Steam Kettle, Replace	Cleveland	Kitchen			
Walk-In Cooler	Commercial Kitchen, Walk-In Freezer, Replace	Therma Kool	Kitchen		TK-3476-WF-L	53481 SCRG
Walk-In Cooler	Commercial Kitchen, Walk-In Refrigerator, Replace	Therma Kool	Kitchen		TK-3478-WF-L	53481 SCRG
Energy Recovery Unit	Energy Recovery Unit, Outdoors, 4000 to 5000 CFM, Replace	CaptiveAire	Kitchen		A2-I.350-G15	900784
Fire Suppression System	Fire Suppression System, Chemical, Replace	AMSUL	Kitchen		R102	344312
Fire Suppression System	Fire Suppression System, Chemical, Replace	Ansul	Kitchen		R-102	
Furnace	Furnace, Gas, 51 to 100 MBH, Replace	Trane	Kitchen	GF17	TUC1B080A9421AD	907TP67G
Furnace	Furnace, Gas, 101 to 150 MBH, Replace	Trane	Kitchen	GF13	TUC1D120A9601AB	6194PLS7G
Furnace	Furnace, Gas, 101 to 150 MBH, Replace	Trane	Kitchen	GF14	TUC1D120A9601AB	6265PNW7G
Furnace	Furnace, Gas, 101 to 150 MBH, Replace	Trane	Kitchen	GF15	TUC1D120A9601AB	63425L47G
Furnace	Furnace, Gas, 101 to 150 MBH, Replace	Trane	Kitchen	GF16	TUC1D120A9601AB	6334NR47G
Furnace	Furnace, Gas, 101 to 150 MBH, Replace	Trane	Kitchen	GF8	TUC1D120A9601AB	6343RJS7G
Food Disposer	Garbage Disposal, 1 to 3 HP, Replace	Emerson	Kitchen		SS300-25	1307911014
Food Disposer	Garbage Disposal, 1 to 3 HP, Replace	Emerson	Kitchen		SS300-25	13079115014
Water Heater, Electric	Water Heater, Electric, Commercial, 30 to 80 GAL, Replace	Rheem	Utility closet		E50-9-G-1	D609RR030900748

## Attachment "C" - Kitchen Equipment List

Water Heater, Gas	Water Heater, Gas, Commercial, 60 to 120 GAL, Replace	Rheem	Utility closet		GP100-200	URNG0409P00006
Steamtable	Four well steam table	Atlanta Custom Fabricators	Kitchen		Custom	07151002
Cooling Table	Three well cooling table	Atlanta Custom Fabricators	Kitchen		Custom	07151001
Commercial Refrigerator and Steam Table	Commercial Refrigerator and Steam Table	LOWTEMP	Kitchen		SLHF4HHL28AL6A4DRA1RJB2	109E28480L
Walk-In Cooler	Commercial Kitchen, Walk-In Freezer, Replace	Therma Kool	Kitchen		TK-3478-WF-L	66527 BRSN
Walk-In Cooler	Commercial Kitchen, Walk-In Refrigerator, Replace	Therma Kool	Kitchen		TK-3478-WF-L	66527 BRSN
Food Processor/Mixer	Commercial Kitchen, Food Processor	Hamilton Beach	Kitchen			
Commercial Slicer	Commercial Kitchen, Slicer	Hobart	Kitchen		81-8N-D	Q567
Food Chopper	Commercial Kitchen, Food Chopper	Robot Coupe	Kitchen		R8	JV-00384
Reach-In Cooler	Commercial Kitchen, Refrigerator, 1-Door Reach-In, Replace	Victory	Kitchen		RSA-1D-S7	M0979902