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**COUNTY OF OCEAN
ADMINISTRATION BUILDING
101 HOOPER AVENUE
TOMS RIVER, NEW JERSEY 08753**

COMPETITIVE CONTRACT

PROPOSAL

FOR

FOOD SERVICES FOR OCEAN COUNTY JAIL NO. II

NOTICE OF COMPETITIVE CONTRACTING PROPOSAL

Food Services for Ocean County Jail No. II

1. SCOPE OF WORK

The Ocean County Department of Corrections is seeking sealed proposals for Food Services for Ocean County Jail. Successful vendors must provide the following services:

- A. To deliver high quality/ volume food service that can be audited against established nutritional and health standards.
- B. To operate the food service program using experienced and professionally trained personnel.
- C. To operate the food service program in a cost effective manner with full reporting to the Ocean County Jail (Ocean County Jail).
- D. To implement a written food service plan with clear objectives, policies, procedures and an annual evaluation of compliance.
- E. To maintain an open collaborative relationship with the administration and staff of the Ocean County Jail forging an excellent customer service relationship.
- F. To maintain standards established by the Ocean County Jail, American Corrections Association (ACA) and the State of New Jersey as well as meeting the 2005 Recommended Dietary Allowance (RDA) guidelines.
- G. To offer a comprehensive program for continuing staff education.
- H. To operate the food service program in a humane manner with respect to the inmates' right to basic health and nutritional standards.
- I. To operate the food service program in compliance, at all times, with the provisions of NJAC 10-A:31-10.

2. QUALIFICATIONS

- A. Successful vendor must have at least five (5) years' experience in providing food service to correction facilities with a design for a minimum of 500 beds.
- B. As evidence of its food service experience and that of its principal operational, management and supervisory staff, vendor must submit:
 - 1. A list of facilities and institutions, as described above, for which it provided food service during the past three (3) years including the name, address, telephone number, contact person, the years of service and the number of persons served.
 - 2. Resumes of the vendor's principal operational, management and supervisory food service personnel, including those of vendor's proposed manager and proposed assistant manager of food services for the Ocean County Jail who must have at least three (3) years and two (2) years, respectively, of senior food service experience at a correction facility as described above.

- C. Vendor must be in a sound financial condition that will enable it to perform the requisite services for the Ocean County Jail.
- D. None of the vendor's principals owners, or any of its directors, officers or key personnel shall have been convicted of or pled guilty to a felony offense, or have been the subject of any material sanction by a Federal, State or Local Government or Agency, during the past five years which prohibited or adversely affected their right or ability to engage in the food service business.
- E. Vendor shall not have had any contract for the provision of food services terminated for cause by the other contracting party during the past five years.

3. CONTRACT PERIOD

Initial three (3) year contract period: May 1, 2021 through April 30, 2024
Optional contract years: 4th year: May 1, 2024 through April 30, 2025
5th year: May 1, 2025 through April 30, 2026

Exercise of the optional years will be at the sole discretion of the County. The County will notify the vendor no later than 120 days prior to the end of the initial contract period of its determination whether or not it will exercise its option. Pricing for the option period shall be in compliance with N.J.S.A. 40A:11-15, which states in part, that "(c) Any price change included as part of an extension shall be based upon the price of the original contract as cumulatively adjusted pursuant to any previous adjustment or extension and shall not exceed the change in the CPI index rate for the Philadelphia/ South Jersey Region for the 12 months preceding the most recent monthly calculation available at the time the contract is renewed; and (d) The terms and conditions of the contract remain substantially the same".

Exercise of the optional years by the County is subject to the availability and appropriation annually of sufficient funds as may be required to meet these obligations.

4. INFORMATION CONCERNING THE OCEAN COUNTY JAIL

Ocean County's Jail is located at 114 Hooper Avenue, Toms River, New Jersey 08753. The kitchen has been designed and out-fitted so that all meals served at the facility will be prepared on location.

The inmate population capacity of the Ocean County Jail is 692. The average daily population for 2020 was 283 with a range of 180 to 391. The County anticipates an inmate population of between 280 and 400 on average at this facility. These numbers are provided for proposal based upon a cost per meal and are not a guarantee of future inmate population. In addition, approximately 60 officer meals are to be prepared daily and served in the officer's dining room at three separate times designated by the Warden or his/her designee. The amount and times are subject to change with two weeks' notice.

All meals will be prepared in the Ocean County Jail kitchen, pre-plated onto specified trays and carts and delivered to the inmate housing units, booking and Infirmary. Staff meals will be prepared and served in the Employee Dining Room (EDR).

5. FOOD SUPPLIES

- A. The contractor shall be responsible for purchasing and receiving all food and beverages necessary for preparation of each meal in sufficient quantity to meet the needs of the inmates and staff/visitors during the period of the contract. Food inventories purchased by the Contractor are the property of the Contractor and the Contractor shall be responsible for any loss, damage, or spoilage.

- B. The Contractor should consider doing business with Ocean County vendors and those who qualify as a minority owned business or woman's business enterprise.
- C. The contractor shall be responsible for assuring the correct merchandise is ordered and received regarding quantity and quality and that deliveries are made to correspond with the appropriate schedules and security procedures of the individual institutions. Advance notification of all deliveries to the facility may be required.
- D. During emergency situations (i.e., lockdowns), the Contractor shall be obligated to enforce procedures to mitigate damages that may result from the emergency change of menu.
- E. The Contractor shall be responsible for maintaining food stocks in compliance with all Federal, New Jersey State, and Local laws and standards, and the requirements of these specifications. Specifically these stocks will meet the requirements for emergency food service and emergency menu substitutions.
- F. Warehousing is limited to that area within the kitchen area as stated above. The vendor is responsible for ensuring that food is properly covered and elevated to avoid loss due to flooding, leaking, or any other man-made or natural reason.
- G. Surplus Federal Government food when available through the New Jersey Department of Agriculture may be purchased by the Contractor through the Ocean County Jail. The Contractor agrees to take full advantage in the utilization of surplus commodities when they are available. The utilization and control of surplus commodities are subject to the following requirements:

1. The Contractor will make monthly commodity inventory audit on the last calendar day of each month.

The inventory report will include:

- a) Commodities in stock at the beginning of the month.
 - b) The quantity used during the month
 - c) The quantity received
 - d) The balance of commodities in stock at the end of the month.
 - e) Spoilage report
 - f) All inventory reports must be sent to the Warden or his/her designee for their review and approval.
2. All surplus commodities acquired through the Ocean County Jail from any Federal or New Jersey Department of Agriculture must be delivered to and used at the same site for which they were ordered. These items must be stored in a manner that distinguishes them from non-surplus commodities.
 3. All surplus food items must be used for County meals only.
 4. The Contractor shall refund to the County of Ocean the value of all commodities received from Federal agencies or the New Jersey Department of Agriculture as established by the "Value Offered" column of the "Food Allocation and Pickup List." Payment by the Contractor shall be in the form of a credit against the Contractor's charge for services provided. Billing to the Contractor for those commodities will be processed by the Ocean County Jail.
 5. State Agency charges assessed for transportation, storage and handling fees for surplus commodities will be billed to the Contractor. Payment by the Contractor shall be in the form of credit against the Contractor's charge for services.
 6. The Contractor will have the responsibility to determine the use of surplus commodities in preparing the dietary requirements for meals at the Ocean County Jail.

7. The above stated requirements are in addition to all existing USDA and Food Distribution Program policies and regulations, including the right of site inspections.

6. EXPENDABLE SUPPLIES EXCLUDING FOOD

The Contractor shall purchase and supply all paper products, disposable supplies, household items, uniforms, office supplies and cleaning supplies necessary for the efficient sanitary operation of the food service. The Contractor shall be responsible for proper storage and control of those items to prevent any theft, damage or loss. All office supplies necessary for the management of the food service operation shall be provided by the Contractor except those forms required by the Ocean County Jail.

7. FOOD SERVICE EQUIPMENT AND PERIPHERAL SUPPLIES

- A. The Contractor will have full use of the kitchen equipment owned by the County for their use in carrying out the requirements of these specifications. The Contractor will have the right (subject to written authorization from the County) to request any new equipment needed for efficient operations. The successful contractor shall provide all eating utensils; including plastic utensils, napkins, plastic cups and condiments for all inmates/residents and staff at the Ocean County Jail.
- B. The County of Ocean shall purchase, maintain and repair the food service and preparation equipment in use and any new equipment installed during the course of the contract. All pantry steam table, other heating equipment, and equipment relevant to food preparation and delivery are also the responsibility of the County of Ocean to purchase and maintain. All food carts are the responsibility of the County of Ocean. All equipment will be maintained per manufacturer's specifications.
- C. Additionally, the County of Ocean will be responsible for the maintenance and sanitation of all equipment inside the main kitchen. The vendor will not be responsible for painting, interior and exterior of refrigeration equipment, flooring, railings, lighting, ventilation, and the fire suppression systems. The vendor will be responsible for all repairs due to negligence.
- D. Grease traps and floor drains are to be maintained monthly by the Vendor. Reports of such to be included in monthly reports to the facility manager.
- F. The successful vendor will inspect all equipment and inform the County of Ocean of its need for repair. However, The County of Ocean expects that all equipment will be operational and no excuse will be accepted for not delivering the meals as per specification.
- G. The Ocean County Jail shall permit the Contractor to install additional equipment (food service or otherwise) at the County of Ocean's expense with the approval of the Ocean County Jail. Upon termination or cancellation of the Contract, the Contractor will be responsible for the restoration of all areas to their original condition.
- H. Any other equipment purchased, at the directive of the Department of Corrections, by the County of Ocean during the term of this agreement which is fully amortized and shall become the sole and exclusive property of the Ocean County Jail; and upon such an event like the termination of the contract, title to any such equipment shall belong to the Ocean County Jail.
- I. The Contractor shall provide thermal insulated compartmentalized food trays for use in delivering food to the inmate population. The server and the cover shall be one piece molded forming, without seams, having high impact values. Covers shall only be required for each stack of servers, not for each individual server. The thermal column principle shall be utilized; the entrée' compartments shall always stay over the entrée'

compartment of the corresponding server without accidental reversing. The thermal column effect of hot rising and cold descending shall be accomplished by means of thermal transfer cones located on the underside of each entrée' compartment. Servers and covers shall interlock securely in a stack to prevent dislodging in handling and transportation.

The tray dimensions shall be as follows:

Server: 13" x 14 ½" x 2 3/8" or 186 square inches of surface area.

Cover: 13" x 14 ½" x 1 ¾" or 186 square inches of surface area.

Height: Server and cover combined height: 4 1/8".

The material from which the server and cover are made shall be F.D.A. heat, high impact polypropylene, and filled with expanded urethane foam insulation

- J. The Contractor will be responsible for providing in the Staff dining room and other staff break areas biodegradable disposable plates, cup lids, disposable cups, disposable bowls and eating utensils including plastic knives, plastic forks, plastic spoons, napkins and condiments during the length of the contract. The Contractor will supply said Employee Dining Room with condiments that will include but not limited to mustard, ketchup, salt, pepper, sugar, sugar substitute, mayonnaise etc. The Contractor whenever possible shall utilize "green" technology in an effort to protect the environment.
- K. The Contractor shall research and provide the County a vehicle or mechanism to distribute food trays. This vehicle or mechanism will ensure that the food being delivered will maintain the appropriate food temperature of 140 degrees for hot foods and a maximum of 45 degrees for cold foods from the time the tray is placed in the vehicle/mechanism to the time the food is served to the inmates in the housing units. Contractor shall be prepared to serve inmate food at these temperatures to all housing units, dining room facilities, staff areas and satellite, custody and infirmary units. In addition to the above delivery vehicles, the Contractor shall provide mobile tray drying and storage racks, wash racks, temperature probe (needle) insulated bulk food carriers to hold 6" deep pans (full or half size), webbed belts, (144") entrée dishes, side dishes, dessert dishes, juice cups and juice lids. The Contractor will consult and obtain the approval of the Ocean County Jail prior to providing any of the aforementioned equipment mentioned above.
- M. The Ocean County Jail shall maintain and repair building structures in areas assigned to the Contractor. Periodic painting shall be included as part of this maintenance.

8. MANDATORY CAPITAL EQUIPMENT INVESTMENT

There is no mandatory capital equipment investment required at this time.

9. REPORTS

- A. The Contractor shall submit monthly typed written inspection reports to the Department of Corrections detailing condition of kitchen equipment, service performed on kitchen equipment, and service needed on kitchen equipment, if any. The Contractor shall also report monthly on the overall status of the food service program and any other issues directly or indirectly impacting same. This shall also include, but not limited to, a monthly report on staff positions filled and vacant; inmate labor evaluation and status; and overall area cleanliness. The report shall be submitted by the 10th of each month following the end of the quarter.
- B. The Contractor shall submit daily typed written reports to the Department of Corrections on any accidents, loss of kitchen utensils, loss of equipment or parts thereto, loss of supplies and any other relevant security concerns.

10. TRASH REMOVAL

The Ocean County Jail shall provide adequate trash removal facilities or services as deemed necessary to maintain the highest standards of sanitation. The Contractor will be instructed on the use of these services and necessary security and procedure restrictions.

The Contractor will be expected to implement a resource management and recycling program in accordance with the existing County, State and Federal policies yet flexible enough to adapt to future changes in these requirements. Recycling and waste reduction programs must be submitted to and approved by the Ocean County Jail and its agents, and must be in accordance to mandated County, State and Federal laws.

11. UTILITIES

The Ocean County Jail shall provide all utilities necessary for the performance of the food service operations. The Contractor shall be responsible for insuring that facilities are operated in an energy efficient manner. One (1) telephone intercom at the adult correctional institution shall also be provided without charge, to be used for institutional calls only. The Contractor shall be responsible for all additional telephone and network services required to conduct their business. Fax machines, personal computer, printers and other data hardware and software are the responsibility of the contractor. The county will provide ports and use of routers and switches for interoffice connectivity.

12. INTERRUPTION OF UTILITIES

The Ocean County Jail shall not guarantee an uninterrupted supply of water, steam, electricity, gas, telephone, or heat and air conditioning. However, the department shall be diligent in restoring service following an interruption. The Ocean County Jail shall not be liable for any product loss which may result from the interruption or failure of any such utility services. The Contractor shall be responsible for the continuous serving of meals regardless of utility disruption although the menu may be changed to alternates approved in advance for such circumstances. If possible, prior notification of utility interruption shall be provided to the contractor with an estimated duration.

13. PROVISION OF LINENS AND UNIFORMS

The Contractor shall be responsible for providing linen and uniforms for Contractor's staff use in the dietary operation only. Contractor personnel shall be required to wear distinctive food service uniforms in a color other than white, in order that they are more easily distinguishable from the inmates. Contractor's employees shall be required to wear identification badges, visible at all times, as the Ocean County Jail deems necessary while on premises.

14. SURRENDERING FACILITIES AND EQUIPMENT

- A. The County reserves the right to terminate this contract for cause upon thirty (30) days prior written notice from the County. Notice hereunder shall be deemed to have been sufficiently given if given in person by the County of Ocean, or sent by registered mail by the County of Ocean at the address specified in the contract. Upon the effective date of termination, the Contractor shall return the space used by the Contractor at the Ocean County Jail to the County of Ocean, along with all facilities, equipment, and other items furnished by the County of Ocean/ Ocean County Jail, reasonable wear and tear excepted.
- B. Upon award of the contract, the successful vendor shall assist in compiling a complete inventory list of all non-expendable supplies and capital equipment that they shall be responsible for maintaining.

- C. On termination or expiration of the contract, the Contractor and the Ocean County Jail shall conduct a physical inventory of all non-expendable supplies and capital equipment. At that time, the Contractor shall surrender the facilities and equipment to the Ocean County Jail in as good condition as at the start of the contract; less ordinary wear and tear and loss or damage by fire, flood and other perils covered by extended coverage insurance excepted. The Contractor agrees to assist in the transfer of the operations to the new Contractor for a period not to exceed seven (7) days after the termination or expiration of the current contract.

15. COMPLIANCE WITH SECURITY REQUIREMENTS, RULES AND REGULATIONS

The Contractor must comply fully with all security procedures and requirements imposed by the Ocean County Jail including the food service and management specifications stated below:

- A. The County reserves the right to approve selected personnel provided by the Contractor and to require the removal and/or replacement of any employee(s) of the Contractor with just cause.
- B. The County will conduct a background investigation of the Contractor's prospective employees prior to employment, and further, reserves the right to conduct a background investigation of Contractor's employees at any time and to bar such employees from the facility under appropriate circumstances. All background and subsequent investigative costs will be paid by the County.
- C. The Contractor agrees to exercise security measures consistent with Ocean County Corrections Department institutional rules and practices.
- D. While at the facility, Contractor's staff shall comply with all the rules, regulations, directives and bulletins of the correctional facility. Said rules shall be made available by the Warden of the Ocean County Jail.
- E. The Contractor shall be responsible for immediately reporting all the facts relating to losses incurred as a result of break-ins, vandalism, or any other similar occurrences to areas of the facility. Reports shall be made to the Warden of the Ocean County Jail or his/her designee.

16. SEARCH OF CONTRACTOR'S VEHICLES, LOCKERS AND STAFF

Contractor's staff, lockers and all private vehicles and contractor vehicles, if located on the grounds of facility, shall be subject to search.

17. ACCESS TO AND FROM FACILITIES

- A. The Contractor and staff shall utilize designated exits and entries into any part of the facilities; and may be required to sign in/out and shall be required to wear such identification badges as facilities deem necessary while on the premises. Ocean County Jail shall provide identification badges for all Contractors' personnel.
- B. Contractor's employees may not bring visitors into the facilities under any circumstances.
- C. Ocean County Jail reserves the right to restrict access to the Ocean County Jail and may require immediate removal of any person(s) without notification.
- D. Contractor's employees shall not have any social contact with inmates or inmate's families while on the grounds or in the community, even after an inmate's release.

18. ACCESS TO KEYS

- A. The Contractor is responsible for control of keys obtained from the Ocean County Jail. The Contractor is also responsible for the security of those areas for which and when keys are used by the Contractor's representatives.
- B. The Contractor shall be responsible for immediately reporting all the facts relating to losses incurred as a result of break-ins, vandalism, or any other similar occurrences to areas of the Ocean County Jail. Reports are provided to the Office of the Warden.

19. REPLACEMENT OF KEYS AND LOCK CYLINDERS

When required, the Ocean County Jail shall be responsible for the costs of re-keying and replacing lock cylinders. The Contractor shall be responsible for replacement of lost keys and the cost of re-keying and replacement of lock cylinders required as a result of their negligence and/or loss of keys.

20. LOCKDOWN PROCEDURES

The Contractor shall maintain all dietary operations during any lock-down events. The Contractor shall be responsible for the preparation, delivery and supervision of meals at all locations according to these specifications, unless otherwise mutually agreed upon by the Contractor and Ocean County Jail.

21. ADVANCED NOTIFICATION OF LOCKDOWN SITUATION

If possible, prior notification of a lock-down event shall be given to the Contractor. Lock-downs may affect the entire population, or any housing unit or portion thereof.

When the lock-down is limited in size and scope, there will be an effort to serve the standard meal. Where this becomes unreasonable, for whatever reason, the Contractor will serve the special lock-down menu.

22. LOCKDOWN AND UTILITY OUTAGE SUPPLIES - CONSUMABLE AND NON-CONSUMABLE

The contractor shall have on hand, menu items that can be utilized during the lock-down situation and/or absence of utility service. Vendors shall supply a sample lock-down menu with their proposal. Sample menu for a lock-down situation shall cover a period of five (5) days; sample menu for absence of utilities shall cover a period of two (2) weeks. Contractor shall have the ability to secure sufficient food and necessary supplies to serve meals for a two (2) week period during the absence of utilities. These supplies shall be rotated on a regular basis to prevent staleness. These supplies shall be stored in a separate area and shall be marked with the proper designations.

23. DISTRIBUTION OF SERVICE OF MEALS DURING LOCKDOWN AND UTILITY OUTAGE SITUATION

Meals shall be prepared and proportioned by Contractor's personnel during a lock-down. Meals shall be transported to living units by both Contractor and Ocean County Jail personnel. Serving of meals shall be supervised by the Contractor's staff and Ocean County Jail personnel. Return of all dietary equipment shall be by the Contractor and by custody personnel. Operation, supervision and sanitation of the dietary areas shall be the responsibility of the Contractor.

24. CONTRACTOR PERFORMANCE DURING LOCKDOWN AND EMERGENCY CONDITIONS

- A. The Contractor shall remain responsible for providing dietary services in the event of work stoppage or slowdown by Contractor personnel, or in the event of kitchen closing by the Health Department. The above mentioned shall not be considered grounds for relief from performance of service as agreed to in this contract.
- B. In the case of an emergency or unusual event, all employees of the Contractor located on-site shall be subject to the direction of the Department of Corrections.
- C. The Contractor and its employees shall cross picket lines and provide services contracted for during any work action or strike, to the extent permitted by law, including the National Labor Relations Act and any similar State laws. In the event of a County labor dispute which affects the delivery of services hereunder, the Contractor may submit a claim for additional costs incurred in providing food service. Such claims shall be submitted to the Department of Corrections.
- D. These procedures shall also be followed when other emergencies not related to work action occur.
 - 1. Meals shall be prepared and proportioned by Contractor's personnel during a lockdown. The Contractor and the County of Ocean personnel shall transport and supervise the serving of all meals to the housing units. Operations, supervision and sanitation of the dietary areas shall be the responsibility of the Contractor.
 - 2. The Contractor's on-site inventory shall have appropriate containers, utensils and flatware for at least a five (5) day lockdown situation and two (2) week period without utilities or similar emergency, which may include a field or mobile kitchen.
 - 3. In the event that the Jail kitchen cannot be utilized to prepare meals, it will be the responsibility of the Contractor to ensure that inmate meal service will remain un-interrupted. The Contractor must provide with the proposal an emergency solutions plan to provide meal service in the event that the Jail kitchen cannot be utilized to prepare meals.
 - 4. In the event of a lockdown or other emergency of prolonged duration, the Contractor may request other forms of assistance from the Ocean County Jail.

25. CONTRACTOR PERFORMANCE - HEALTH DEPARTMENT

The Contractor shall maintain a "Satisfactory" rating from the Health Department at all times. In the event that conditional or unsatisfactory inspection ratings are imposed, the Contractor will remain responsible for providing all aspects of the dietary service as outlined in these specifications.

In the event that a "Conditional" or "Unsatisfactory" rating is imposed due to the actions or inactions of the Contractor, the County reserves the right not to pay for meals served while the Conditional or Unsatisfactory ratings are in place and charge the Contractor for such cost of meals.

26. PROVISION OF MANAGEMENT STAFF

- A. The Contractor shall provide all management staff for complete operation of food services. The Contractor shall provide sufficient staff to provide the manual food service and supervise the staff assigned to the Food Service for the:
1. Preparation of Meals
 2. Serving of Meals
 3. Receiving of Materials
 4. Sanitation Operations
- B. Contractor shall provide adequate management and supervision of all shifts, two (2) per day, seven (7) days per week, 365 days per year (366 days per year during a Leap Year), on a schedule to be approved by Ocean County Jail. At a minimum, the Contractor shall have at least one (1) supervisory employee on duty at all times.
- C. The Contractor shall have either the resident Food Service Manager or the Assistant Food Service Manager on duty each day. Additionally, either the Food Service Manager or the Assistant Food Service Manager will be “on call” twenty-four (24) hours per day in order to provide administrative backup for on-duty Contractor staff and for the purpose to have a contact person for Jail personnel.
- D. The Contractor’s Regional Manager shall be present and available on-site at the Ocean County Jail for major special events, regular visits by accreditation boards and similar important dates as deemed necessary by the Contractor and/or the Ocean County Jail. The Ocean County Jail fully expects strong personal involvement by the Contractor’s Regional Manager or individual acting as an “account manager” for the County of Ocean/ the Ocean County Jail food service contract.
- E. The Contractor is expected to complete a Manpower Staffing Schedule for the Ocean County Jail according to the following guidelines.

The Manpower Staffing Schedule is to be completed based on assumed meal demand volume for the food service operations identified by these specifications. Food service job categories that should be identified include administrative, supervisory, production, service, transportation and utility. The estimates of the hours to be worked by employees will be firm as stated in the response.

All job positions required to staff each area must be listed on the schedule under the proper category. Use the following headings when developing the Manpower Staffing Schedule:

Position:	Identify main category, then list job positions
Status:	Identify full or part time status
Hours:	Block out expected daily shift
Hours per week:	Total hours scheduled for work each week
F.T.E.:	Translate each shift into Full-Time Equivalents

- (F.T.E.). A 40-hour work week equals one full-time equivalent. The Contractor should assume no overtime. The contractor must provide a staffing total for the Ocean County Jail.
- F. All Contractor food service positions must be filled throughout the entire contract period. Any vacancy that develops will be filled as soon as possible and no vacancy will be allowed to exist beyond thirty (30) days. The County of Ocean reserves the right to deduct the cost of vacant positions from the Contractor’s fees. Any increased salary or benefit costs for the Contractor’s employees, incurred during the length of this contract, shall be borne solely by the Contractor, and shall not be a basis for renegotiation of this contract, nor justification for any increased costs to the County of Ocean for services provided for in this

contract.

- G. Employee time schedules are to be made, posted and supplied to the Ocean County Jail in advance of the day of work
- H. Time clocks or time sheets will be used to record the hours worked for all employees.
- I. Any vacancies in the management or labor staffing at the Ocean County Jail must be filled by the contractor within seven (7) days. If this is not possible, for whatever reason, credit for salaries and benefit expenses, calculated using the following formula, will be provided to the Ocean County Jail.

Formula for Calculating Credit for Vacancies (Sample):

Position	(A) Daily Pay Rate	(B) Days Vacant	(C) Less 7 days	(D) Credit to County
	\$ _____	_____	_____	\$ _____

or

$$A \times (B-C) = D$$

27. QUALIFICATIONS OF MANAGEMENT, STAFF AND OTHER EMPLOYEES

- A. The Contractor shall provide a trained Food Service Manager with minimum of three (3) years senior food service experience at a correctional facility with a design for a minimum of 500 beds. Employment of the Manager and all other employees of the Contractor at the Ocean County Jail shall be subject to review and approval by the Ocean County Jail. An interview of the prospective Food Service Manager may be required prior to assignment to the account. The Contractor shall provide at least one Assistant Food Service Manager who shall have a minimum of two (2) years senior food service experience at a correctional facility with a design for a minimum of 300 beds. The Assistant Food Service Manager shall serve as the Contractor's Administrative head in the absence of the Food Service Manager.
- B. The Ocean County Jail reserves the right to approve personnel provided by the Contractor and to require the removal and/or replacement of any employee(s) of the Contractor.
- C. The County will conduct a background investigation of the Contractor's prospective employees prior to employment, and further, reserves the right to conduct a background investigation of Contractor's employees at any time and in its reasonable discretion to bar Contractor's employees from the facility.
- D. In addition, once a contract is signed, all employees assigned to the Ocean County Jail will be required to complete and sign an Authorization and Release Form.

28. FOOD SERVICE MANAGER

The Contractor's Food Service Manager and Assistant Manager assigned to Ocean County Jail shall be subject to prior approval of the Ocean County Jail. Each of these positions shall not remain unfilled for a period exceeding thirty (30) days, provided, however, that both positions may not be unfilled at the same time for more than seven (7) days.

The individuals selected for these positions shall remain at the Ocean County Jail for a minimum of one (1)

year and as long thereafter as performances are acceptable to the Ocean County Jail. The Food Service Manager and Assistant Food Service Manager(s) shall not be changed more than once per year unless mutually agreed upon by the Ocean County Jail, and not without thirty (30) days advance notice and replacement selection made which is acceptable to and mutually agreed upon by the Ocean County Jail. These positions shall not remain vacant for a period not to exceed thirty (30) days.

The Contractor shall consult with the Ocean County Jail regarding all transfers of Regional Food Service Manager, resident Food Service Manager, or Assistant Food Service Manager(s) prior to announcing the transfer to the selected individual. The Ocean County Jail shall carefully evaluate the advantages that transfer may have for the individual when deciding on transfer denial or delay.

29. PHYSICAL EXAMINATIONS

- A. Employees of the Contractor must undergo an initial physical examination before commencing work. Employees must undergo additional physical examinations which will include the same elements as covered in the initial examination as frequently as required by law. A drug screening test must also be given to each new employee as part of the initial physical examination.
- B. The initial physical examination which will include the following:
 - 1. Special inspection of skin, nails and mucous membranes
 - 2. Chest X-Ray 14"x 17" (not mini-chest)
 - 3. Stool examination for OVA parasite and culture
 - 4. SGOT
 - 5. SGPT
 - 6. MAN TOUX/PPD
 - 7. Covid-19 Test (pre-employment and periodic testing)
- C. All physical examinations and initial drug screening tests shall be at the Contractor's expense and proof of compliance will be maintained by Contractor and submitted to the Department of Corrections upon written request.
- D. In the event that Ocean County Jail administration implements a random drug screening policy all employees will be subjected to the conditions and requirements of that policy and undergo periodic and random testing. All tests will be administered at the County's expense.
- E. All employees of the vendor must receive a Covid-19 vaccines at the County of Ocean's expense.
- F. The Contractor shall recruit and maintain a minimum staff of full time or full time equivalent employees necessary to operate the Ocean County Department of Corrections food service program for staff to include the Food Service Manager and the Assistant Food Service Manager. The contractor remains responsible for all aspects of food service, food preparation cleanliness and must maintain as many staff members as necessary for delivery of the food service described in these specifications.
Inmate workers shall not be used the Contractor must provide organizational charts and personnel scheduling charts to show exactly how staff will be utilized.

30. POLICIES AND PROCEDURES

All employees of the Contractor shall be obligated to adhere to the policies and procedures of the Ocean County Jail. All employees must pass a security background clearance and orientation performed by the Jail.

31. TRAINING AND ORIENTATION OF EMPLOYEES

Contractor shall ensure that all Contractor staff are trained regarding the policies and procedures, rules and regulations of the Ocean County Jail.

32. ORIENTATION OF NEW EMPLOYEES

- A. Orientation of new employees shall be the responsibility of the Contractor.
- B. The Contractor shall distribute a written job description to each member of the Contract staff, which clearly delineates his/her assigned job responsibilities.
- C. All vendors shall provide said job descriptions to the Ocean County Jail along with the proposal. The Contractor awarded the proposal will ensure all job description are updated prior to the beginning of the contract.
- D. The Contractor shall provide a policy and procedure manual covering kitchen staff, food service controls, maintenance, orientation and training, food preparation, nutrition, food storage, sanitation, equipment supplies and ordering procedures.
- E. All staff provided by the Contractor shall be required to attend a security orientation program to be provided by the Ocean County Jail.

33. IN-SERVICE TRAINING STAFF

The Contractor shall provide health and safety education training for all Contractor food service workers. The training program shall include the following:

- 1. All aspects for food handling, including contamination of bacteria, hygiene, chemicals, insects, rodents and parasites, proper sanitation procedures and relevant laws.
- 2. Training shall consist of three (3) to four (4) hours training and will be provided by the Contractor.

34. MENUS

- A. This proposal document includes sample menus using a five (5) week schedule. It is these menus that prospective vendors must use to establish the cost per meal that must be provided on the proposal price form. The Contractor must be able to accommodate changes to select menu items based on requests from the Director of the Department of Corrections in consultation with the County Dietician.
- B. All meal preparation shall be done not more than four (4) hours prior to meal serving time. All vegetables must be cooked the same day they are to be served. No food shall be prepared more than one (1) day before serving, unless it is a commercially prepared frozen food. Leftovers shall be labeled and dated as to the date of preparation and shall not be stored for more than three (3) days in the refrigerator.
- C. Menu evaluations will be conducted at least on a quarterly basis to assess food acceptance among inmate population.
- D. Documentation must be maintained on site so that the entire menu cycle is reviewed at least annually to ensure compliance with nationally recommended food allowances. Nutrient analysis is to cover a minimum of 17 major nutrients and address all medical diet categories, which are served at the Ocean County Jail.

- E. All menus shall be reviewed and certified as to nutritional adequacy and compliance with specifications by a registered certified Dietitian as certified by the American Dietetic Association provided by the Contractor to meet the requirements contained in the menu specifications. The Food Service Manager shall have on-site Dietitian available at least once each week, said Dietitian shall calculate the medical diets ordered and document in appropriate medical records all nutritional care that is being provided in compliance with the physicians prescribed diet order. The Contractor shall provide the Dietitian's resume and ADA number with the proposal documents. A summation report of work completed by the Dietitian is to be filed with the Jail Administration for each Dietitian site visit.
- F. The successful vendor shall provide a nutrient analysis and cooked weight (volume) for each serving size portion, and recipes for every menu item.

35. PRE-MEAL PREPARATION

- A. All final preparation shall be done not more than four (4) hours prior to serving time for the meal.
- B. All vegetables must be cooked the same day they are to be served. No food shall be prepared more than one (1) day before serving, unless it is a commercially prepared frozen food or has been prepared using the quick chill procedure.

36. NUTRITIONAL QUALITY OF MEALS

- A. All RDA requirements in this specification shall be determined by the most current information available from the Food and Nutrition Board, National Academy of Sciences, National Research Board. In the event of a discrepancy between requirements in this specification and requirements of the National Research board, the requirements specifying the greater nutritional value shall hold.
- B. All RDA requirements, 3200 minimum average calories per day, in the proposal specification shall be determined by current information available from the Food and Nutrition Board, and National Academy of Sciences-National Research Board. In the event of a discrepancy between requirements in this proposal specification and requirements of the National Research Board, the requirements specifying the greater nutritional value shall be binding.
- C. The Contractor must provide a well-balanced meal pattern, which must total 80 grams of protein per day with a mandatory 3 ounce cooked weight protein entrée at lunch and dinner. This requirement should consume 42 grams of protein in entrees. The remaining 38 grams must be distributed throughout the day's meals and over a variety of high as well as low biological value sources.
- D. The Contractor shall provide meals of sufficient variety to include regional considerations for the population of the facility. The Contractor's menu cycle shall be changed seasonally to reflect the availability of seasonal foods, traditional holiday menus, heavier foods during colder weather and lighter cool crisp foods during the warm weather. Good color contrast is required to provide eye-appealing combinations and avoidance of repetitious servings must be observed. Menus shall be established so as to maximize the advantage of the agricultural produce in season and the U.S. D.A. commodities purchased per this contract.
- E. In the event food delivered to inmates is determined not fit for consumption due to improper preparation or presentation, the meal will be refused. Alternate meals will be prepared and delivered at the Contractor's expense.

37. CERTIFICATION OF NUTRITIONAL ADEQUACY RECIPES

- A. It is the policy of the Ocean County Jail to provide inmates with meals that meet the current nationally recognized standards for appropriate age-groups and to meet the needs of therapeutic medical or dental diets as ordered by the physician/ practitioner or dentist.
- B. All menus shall be reviewed and certified as to nutritional adequacy and compliance with specifications by a registered certified dietician provided by the Contractor to meet the requirements contained in menu specifications. The successful vendor shall provide a nutrient analysis and cooked weight (volume) for each serving size portion, and recipes for every menu item. Each vendor must submit a one week analysis of the proposed menu with their proposal. Prior to start-up of service, all recipes must be based upon the size of the population and upon request submit the information to the Ocean County Jail.
- C. Nationally recognized standard diets will be accepted as therapeutic diets when:
 - 1. Crude analysis of a typical meal is performed by an independent laboratory at least annually and whenever a substantial change to the menu is made, and reported to the County Dietician.
 - 2. Crude analysis demonstrates compliance with the AHA recommendations:
 - Fat - less than 30%
 - Protein - 10-16%
 - Saturated fat - less than 10%
 - Carbohydrate = 55-60%
 - Sodium - less than 3500 mg
 - Cholesterol - less than 300 mg
 - For a diet based on approximately 3000-3500 calories daily
- D. Diets not prepared directly by the food services vendor, but prepared under the direction of the food services vendor, are guaranteed to meet the requirements of (b) above
- E. Any changes to food preparation that might alter the results of the crude analysis will be reported to the Director of the Department of Corrections and the County Dietician before changes can be implemented.
- F. Medical diet orders to include but not limited to renal, pregnancy, liquid, soft and gluten free shall include type of diet, duration for which it is to be provided and special instructions, if any.
- H. All diets are reviewed for nutritional adequacy by a registered or licensed dietician at least every six (6) months or whenever a substantial change in the menu is made.
- H. Food services shall provide a diet manual of the menu.
- I. Food services shall follow the recommended dietary allowances based on the Food Guide Pyramid.

38. INSPECTION OF KITCHEN FACILITIES

The Ocean County Jail may, at any time, inspect all food items and meals, the food storage areas, food preparation areas, test food or material to determine compliance with the specifications contained in the items of this specification or in the approved menu.

39. HEALTH STANDARDS AND CLEANLINESS

- A. The Contractor shall assure that the entire food service operation is in compliance with the Manual of Standards for New Jersey Adult County Correctional Facilities (see N.J.A.C. 10A) and American Correctional Association accreditation standards any and all other pertinent Federal, State and Local Laws, Ordinances and/or regulations.
- B. It is the responsibility of the contractor to keep the entire interior of the kitchen, employee dining room (EDR), all equipment, storage rooms, trash area and individual serving areas (including exterior and interior doors, windows and all areas designated as the responsibility of the Contractor) clean, orderly and in a sanitary condition to preclude any infestation of vermin, insects and rodents. Contractor shall be responsible for cleaning up any areas outside the kitchen where food or trash is spilled by the Contractor.
- C. Waste material from the kitchen including grease cannot be disposed of into sewer drains. If at any time it has been determined that a sewer blockage or backup was caused due to waste or grease buildup from the kitchen, the Contractor will be responsible for all costs associated to repair and clean up the problem.
- D. The Contractor will be responsible for the maintenance of drains and related plumbing problems including a schedule of grease disposal.

40. COMPLIANCE WITH FEDERAL, STATE AND LOCAL INSPECTIONS

- A. The Contractor shall meet and comply with all Ocean County Health Department, New Jersey Department of Corrections, American Correctional Association and the National Commission on Correctional Health Care standards, regulations and service compliances for jail kitchen and food preparation and assist in the preparation for any inspections relating to the above.
- B. The contractor shall maintain a “Satisfactory” rating from the Ocean County Health Department. In the event that “Conditional” or “Unsatisfactory” inspection ratings are imposed, the Contractor will be responsible to obtain a “Satisfactory” rating and continue to provide all aspects of the dietary service as outlined in these specifications.
- C. In the event that a “Conditional” or “Unsatisfactory” rating is imposed due to the actions or inactions of the Contractor, the County of Ocean reserves the right not to pay for meals served while the “Conditional” or “Unsatisfactory” ratings are in effect.

41. POLICY AND PROCEDURES MANUAL

Contractor shall provide a policy and procedure manual covering kitchen staff orientation and training, food preparation, nutrition, food storage, sanitation, equipment, supplies and ordering procedures. The manual shall remain the property of the Contractor.

42. STAFF MEALS

- A. The Ocean County Jail has an employee dining room (EDR) for officers and civilian staff. Officers and civilian staff are provided with meals due to the necessity of staff to remain on site during their tour of duty. In an effort to provide an assortment of food items to Ocean County Jail staff the following staff meals and alternates are to be offered. The proposer shall provide pricing with the proposal as noted and required.

- B. Assigned Ocean County Jail staff or Warden approved visitors, at their expense, shall be offered the opportunity to select from a combination of menu items in lieu of the standard staff meal. The County shall be charged the regular inmate per meal rate for each staff member or Warden approved visitor. Sample menu items and cost for assigned staff/Warden approved visitors shall be provided with the submission of proposal.
- C. Menu items shall include, but are not limited to, the following:
1. Hot entrée or grilled menu items, soup and salad bar. Grilled menu items offered shall include items such as grilled cheese, hamburgers, cheeseburgers, hot dogs, chili dogs, Taylor ham, minute steaks, pizza, burritos, fish sticks and mozzarella sticks, French fries and onion rings.
 2. Breakfast items such as eggs, toast, potatoes, French toast, and hot/cold cereal.
 3. Salad bar will contain a minimum of fifteen (15) items, which will include Romaine, Garden, and Iceberg lettuce. Salad dressings will include a choice of (5) five different dressings, (2) two cold salad dishes, and premium cold cuts.
 4. Bread menu items shall include white, rye and whole wheat and a selection of rolls.
 5. The Contractor will provide a minimum of (3) three different types of dessert items, hot and cold beverages to include a minimum of (6) six flavored cold drinks to include, 100% fruit juice, including Apple and Orange juice
 6. Condiments to include but not limited to ketchup, mustard, honey mustard, mayonnaise, hot sauce, salt and pepper.
 7. The Contractor will be responsible to provide the appropriate salad bar cart(s) for the salad bar items to be properly displayed, replenished and maintained at proper temperature.
 8. The Contractor will provide a small pizza oven to be installed in the staff dining room at the Contractor's expense. This oven will be utilized to make fresh pizza, and oven baked items, which will be added to the staff menu.
 9. The staff menu will be prepared on a monthly basis. The monthly menu will be reviewed by the Warden or his/her designee for approval and review. The staff menu will be made available for the Warden by the 15th day of the previous month.
 10. This schedule is subject to change only upon the approval from Warden or his/her designee.
 11. Timely meal service is absolutely required. Late meals are very disruptive to the institution and its programming schedules. When the Contractor demonstrates problems with late meals, the County of Ocean reserves the right to refuse payment for late meals when staff and or inmate meals are not served within the stated schedules.
 12. Contractor will provide sign-in sheets for meals and will not be paid for signatures that are illegible, scribbles, of first and last initials only.
 13. The Contractor shall be responsible for keeping the staff dining area and staff administrative areas supplied with coffee, cold drinks and other beverages at all hours in order to provide "coffee breaks." The Contractor shall supply milk/cream, sugar, sugar substitute, cups, and coffee stirrers at the Contractor's expense. The Contractor shall be responsible to provide coffee, cold drinks and other beverages in order to provide "coffee breaks" for selected workers during work periods.

43. COFFEE BREAKS

The Contractor shall be responsible for maintaining brewed coffee, tea, soda fountain, snack foods and condiments and should be made available on a 7 by 24 basis for custodial staff on duty. Coffee, tea, and fountain soda for the Corrections Officers, while on duty, will be provided at no cost to the Corrections staff. Other patrons will assume the cost for such coffee and tea, milk, sugar, etc.

44. ACCOMMODATION OF RELIGIOUS DIETARY LAWS

- A. The Warden or his/her designee shall designate inmates to be served an alternate main entrée. Menus shall be provided to accommodate the religious preference of inmates housed at the Ocean County Jail. These meals shall consider all the dietary customs of each specific religion observed by the inmates housed at the jail including at minimum a Kosher, Ramadan and a Halal meal. These religious meals will be at no additional cost to the County of Ocean. *Sample menus must show substitutes for religious diets and shall be submitted with the proposal.*
- B. Meals that cannot be prepared in the jail kitchen due to specific religious regulations must be purchased by the Contractor. A vegetarian (Common Fare meal) should be available in the event that the Halal or Kosher meal will not satisfy religious requirements. However, we do not want to substitute vegetarian (Common Fare meal) meal for Halal or Kosher meals at this time.

45. MEDICAL DIETS

- A. Medical diets may be required by specific inmates and shall be prepared by the Contractor under the supervision of a registered, certified Dietitian provided by the Contractor and with the input from the medical staff at the jail on an as needed basis, which will include: Cardiac diet, Low Fat diet, Low Sodium diet, Low Cholesterol diet, and Pregnancy diet. The Warden or his/her designee may also request non-medical special diets. The Contractor shall consult with its own registered certified Dietitian to ensure that appropriate diet requirements are met. An up-to-date regular, religious and medical diet manual must be maintained by the Contractor at the work site.
- B. Contractor is responsible to provide oral nutritional supplements such as Ensure or Sustical when ordered by a member of the medical staff. In instances of detoxing, the medical unit may request Gatorade to be administered to inmates to avoid dehydration and maintain electrolytes balance.
- C. The Contractor shall provide with the proposal an outline of its preparation, distribution and documentation procedures for medical diets to be provided within the Ocean County Jail. The contractor shall prepare and serve all medical diets and shall ensure that the menu prepared is in compliance with the requirements of the medical staff. Where possible, the menu of the day shall be modified to accommodate medical diets. When this is not feasible, medical diets shall be prepared separately.
- D. Medical diets shall be served during normal hours, in the manner specified by the medical staff. Arrangements shall be made to provide meals beyond the scheduled meals hours, when so ordered by medical staff. The Contractor shall maintain and submit to the Jail Medical Division on a weekly basis a complete record showing which inmates were provided medical diets, content of the diet and whether each inmate received his/her prescribed meal.
- E. The Medical Division shall provide documentation of physician's verbal medical meal orders within 24 hours.

46. MENU CYCLE CHANGES

- A. The Contractor shall provide the Warden or his/her designee with the proposed menu cycle for the first five (5) weeks of service. Changes shall subsequently be submitted for review and approval one (1) week prior to the effective date of the next menu cycle. Included with the menu submitted shall be the certification by the Dietitian, complete nutritional analysis and cooked weight portion size for each item of the specified menu for each meal as required in these specifications.

- B. Any change in the menu after the approval of the Jail Administration must be submitted in writing, no later than one business day prior to the substitution. The Contractor shall indicate the reason for the substitution and future actions to be taken to reduce or eliminate the need for additional substitutions. In the event that an emergency substitution becomes necessary, the only allowable main course meal substitute will be cooked eggs for breakfast meal, a six (6) ounce cooked weight minute steak for lunch and dinner meals.
- C. Failure to serve the approved menu is very disruptive to the operation of the Jail and as a result, running out of the approved menu items cannot be accepted. If however, the Contractor runs out of the approved menu items, substitute food items must be served as per the provisions regarding emergency menu substitutions.
- D. The Contractor will be required to maintain a sufficient stock of frozen minute steaks and eggs at all times to provide for unapproved emergency substitutions. The contractor shall submit a sample five (5) week menu cycle with their proposal. Sample menu shall include menus for sack lunches, medical meals, holiday meals, religious meals and liquid supplements.

47. SPECIFICATIONS FOR ALL RAW FOOD

The Contractor must ensure that all raw food used for meals shall meet the following specifications:

- Beef, Veal, Lamb – Choice or Prime
- Poultry - U.S.D.A. Grade A, No. 1
- Eggs and Dairy Products - U.S.D.A. Grade A
- Frozen Foods - U.S.D.A. Grade A
- Fresh Produce - U.S.D.A. Grade A

In addition, ground meat shall contain no more than 20% fat content and no more than 7% textured vegetable protein.

48. BREAKFAST

The Contractor shall prepare and serve a balanced breakfast each day at the times designated. Breakfast shall consist of such foods as fruit or juice, cereal, pancakes and eggs and meat. Four (4) times per week, bread butter or margarine, and unlimited decaf coffee shall be served. The food shall be rotated to provide a variety and in sufficient quantity and quality to satisfy the needs of the designated persons taking said meal. Cooked breakfasts shall be served at least four (4) days per week with a hot cooked entrée.

49. LUNCH-DINNER MEALS

The Contractor shall prepare and serve balanced meals each day at the times designated in these specifications. The lunch and dinner meals shall consist of the following foods: (3) three ounce entrée of high biological protein, two (2) cooked vegetables or vegetable substitute, dessert, bread, salad and dressing, soup, butter or margarine, decaf coffee or choice of cold drink or beverage. When medically ordered, an evening snack consisting of a sandwich, crackers and/or cookies, or other such items will be served daily with the dinner meal in containers appropriate for the inmate to hold and store to be eaten later in the evening.

50. HOLIDAY / SPECIAL MEALS

- A. The Contractor shall provide special meals once each month related either to a specified holiday (Thanksgiving, Christmas, New Years, etc.) or special ethnic or culinary theme. In all cases, the meal shall feature a double portion of the Holiday entrees to be provided to each inmate. Each inmate shall receive the Holiday double portion entrée to consist of a total of eight (8) ounces for the meal. For traditional winter and spring holidays and religious observances, double portion entrees shall be provided to each inmate to consist of either turkey, roast beef or ham. For the summer holidays, Memorial Day, Independence Day and Labor Day, the holiday menu shall provide double portion entrees for each inmate to consist of either barbequed beef or barbequed chicken. In other months, January, February, March or April (to coincide with Easter and Passover), June, August and October, the special menu shall feature special themes such as ethnic foods (Hispanic, American, Southern, Hawaiian, etc.) or new trends of foods. In such cases there shall be one novel entrée and one more traditional entrée.
- B. In addition to the aforementioned specifications, the Contractor shall provide all the coffee (including decaf coffee), soda, tea and unlimited beverages excluding milk at every meal. Milk shall be provided to inmates each day at breakfast and at all times for staff and guests in one-half pint servings per person. The Contractor shall provide inmates with one (1) dessert per day at dinner and whole fresh fruit shall be served each day during the lunch or breakfast meal.
- C. If an inmate uses food or food service equipment in a manner that is hazardous to themselves, staff or other inmates, alternative meal service may be provided. Alternative food service (food loaf) is on an individual basis, is based on health or safety considerations only and meets basic nutritional requirements.

The use of alternative meal service must be recommended to the Warden. The alternative meal must be approved by a registered dietician at least once a year.

51. SACK (BAG) BREAKFAST AND LUNCHES

- A. The Contractor shall prepare sack (bag) lunches for both male and female inmates, including inmates who are in court or on work details, and for the use in the booking/intake areas. The sack (bag) lunch for both males and females shall consist of two (2) sandwiches, one (1) piece of fruit, a dessert, one (1) package of potato chips or similar item and a beverage (milk carton courts and fruit drink for intake). The contractor shall vary the type of meat and other similar items in the sack (bag) lunches, specifically the sandwiches to avoid repetition. Vendors shall submit a sample menu for sack (bag) lunches covering a period of one (1) week.
- B. The Contractor shall provide snacks for staff training sessions, special events and meetings. Snacks shall consist of donuts, cookies, pudding, fruit, ice cream, cold cuts, assorted cold cereals and similar items as required. The contractor shall supply for these particular training sessions' coffee and tea, milk/cream, sugar, sugar substitute, cups and coffee stirrers at the Contractor's expense.

52. MEAL CLEANUP

- A. After meals are concluded, Contractor shall remove food carts, trays, dishes and utensils from all areas and return them to the kitchen, or properly store them at the serving areas.
- B. Contractor shall clean the kitchen, staff dining room and food areas which are not an integral part of the living units. Pantries shall be cleaned following the serving of each meal.
- C. While Contractor is not required to clean pantry area they are responsible for providing the appropriate cleaning and sanitizing products.

- D. All pots and pans, dishes, utensils and flatware are to be washed at a temperature between 140° F to 160° F. Final rinse temperature is to be 180° F or a sanitizing agent is to be used.
- E. All work areas, work tables, sinks, stoves, ovens, bulk trays, food carts and mixers must be washed and sanitized after each shift usage.

53. AVAILABILITY OF DIETICIAN

The Food Service Manager shall have a dietician available to calculate those medical diets ordered and not covered by the manual. Dietician shall be ADA Certified and said dietician's resume and ADA number shall be included with proposal documents.

54. MEAL COUNT POLICY

- A. The Contractor should contact The Ocean County Jail Booking Desk before each meal for an official count of inmate population broken down by pod and living unit. First call should be by 4:00 AM to obtain numbers for breakfast. Count must also include number of inmate scheduled for court again broken down by pod unit, so vendor can adjust the number of meals delivered and also prepare the appropriate number of boxed or bagged meals for breakfast and lunch. The Contractor should contact the Booking desk by 9:00 AM for lunch and by 1:00 PM for dinner.
- B. A written form mutually developed by the Contractor and Ocean County Jail staff should be used to confirm the number of meals being prepared that day broken down by meal.
- C. There is neither a maximum nor a minimum guaranteed number of meals. However, the Contractor shall base the proposal on the needs of approximately 280 to 400 inmates and 60 staff at the Ocean County Jail.
- D. The Contractor shall be responsible for determining the appropriate number of meals to be prepared. The Contractor shall provide sufficient meals for all inmates, staff and guests approved by the Jail Administration who wishes to eat according to the approved menu schedule.
- E. The Contractor shall be responsible for serving all inmates, staff and guests in the locations designated by the Jail Administration including satellite operations such as outside details, segregation units and units which may be constructed in the future.

55. HOURS OF SERVICE – INMATES

Ocean County Jail - HOURS OF SERVICE ARE AS FOLLOWS:

<u>INMATE MEALS</u>	<u>BEGIN</u>	<u>END</u>
BREAKFAST – DAILY	7:20 AM	8:20 AM
LUNCH – DAILY	12:30 AM	1:30 PM
DINNER – DAILY	5:30 PM	6:30 PM

This schedule is subject to change upon written notification from the Department of Corrections.

56. HOURS OF SERVICE – STAFF

As directed by the Ocean County Jail Warden, Contractor should be prepared to serve the staff on three separate shifts seven days a week. This schedule is subject to change upon written notification from the Department of Corrections. Contractor shall staff the employee dining room with the contractor’s employees.

<u>OFFICER/STAFF MEALS</u>	<u>BEGIN</u>	<u>END</u>
1 st Shift (0700 – 1500)	1030 AM	1:30 PM
2 nd Shift (1500 – 2300)	4:30 PM	7:00 PM
3 rd Shift (2300 – 0700)	4:30 AM	6:30 AM

57. LOCATION OF SERVICE

The Contractor shall be responsible for providing the meals to be served to inmates, staff and others in the locations designated by the Department of Corrections, including satellite operations such as outside details, segregation units and units which may be constructed in the future.

58. REQUIRED RECORD KEEPING

The Contractor shall maintain the following records which shall be made available upon request of the Department of Corrections. Wherever possible the Contractor will prepare the actual reports required by other agencies.

- A. A current staffing chart and work schedule for all employees, to be made available to the Department of Corrections on a monthly basis and as changes occur.
- B. A complete job description, in writing, for all positions and assignments.
- C. Records of all staff to include days worked and absences. This report shall be prepared daily at 8:00 A.M. on the following day and submitted upon request to the Department of Corrections.
- D. Daily records documenting the testing of serving areas, foods, temperatures of foods, refrigeration and food service, and sanitation and any other records necessary to meet health care standards shall be submitted upon request by the following day to the Department of Corrections.
- E. For 24 hours, a sample meal of each meal served.
- F. Security and Incident Reports.

59. INTERRUPTION OF FOOD SERVICE

Contractor shall provide all specified meal service for inmates, staff and guests, regardless of holidays, weather conditions, work stoppages, or any other adverse or emergent condition that shall occur. If, for any reason, Contractor fails to provide food service, the County of Ocean shall obtain the required meal(s) from the most expedient source and the Contractor shall be responsible for any and all charges incurred by the County of Ocean for said food service.

60. QUALITY CONTROL PLAN

The Contractor shall establish and maintain a Quality Control Plan to assure the requirements of the contract are met. The plan shall be submitted as part of this proposal. An updated copy must be submitted to the Jail Administration no later than two (2) weeks prior to the start of service and as changes occur. The original plan and any future amendments shall include, but not limited to, the following:

1. An inspection system covering all the services required by these specifications.
2. The methods for identifying and preventing deficiencies in the quality of services performed before the level of performance becomes unsatisfactory.
3. A file of all inspections conducted by the Contractor and, where necessary, the corrective action plan. This documentation shall be made available as requested by the County of Ocean during the term of the contract.
4. Methods for ensuring uninterrupted service in the event of a strike of the Contractor's employees.

61. STANDARDS

- A. The Contractor shall assure that the entire food service operation is in compliance with the American Correctional Association Accreditation Standards.
- B. The Contractor shall also assure that the entire food service operation is in compliance with the Manual of Standards for New Jersey County Facilities (see New Jersey Administrative Code 10A) and any and all other pertinent Federal, State, or Local Laws or regulations.
- C. The Contractor shall assure that all record keeping shall be in compliance with all Federal, State, County and Local Laws where applicable.
- D. In the event that the contractor continually misses or is unable to maintain a high degree of compliance with any of the standards or benchmarks established in this document they will be required to meet with the Director of the Department of Corrections (at his/her discretion) for a review of the performance problem. Said review may result in disciplinary action up to and including contract termination.

62. BILLING

THE CONTRACTOR SHALL SUBMIT AN INVOICE AND PROPERLY EXECUTED VOUCHER TO THE DEPARTMENT OF CORRECTIONS ON A WEEKLY BASIS OR ON A MUTUALLY AGREED UPON SCHEDULE. INCOMPLETE/INCORRECT INVOICES WILL BE RETURNED TO THE CONTRACTOR FOR CORRECTION AND RESUBMITTAL.

63. TRANSITION

If the successful vendor is not the current food service provider, it must develop a transition plan, to be approved by the Warden of the Department of Corrections, to ensure that there will be no interruption of the food service program at the Ocean County Jail.

64. PRE-PROPOSAL CONFERENCE

We strongly recommend that each prospective Proposer attend a pre-proposal conference and complete a site inspection at the Ocean County Jail, 114 Hooper Avenue, Toms River, New Jersey 08753. This is a requirement of these specifications. The pre-proposal walk-through will be held on **Tuesday, April 13th, 2021 at 10:00 am.** Prospective Proposers will meet in the lobby, Department of Corrections, 114 Hooper Avenue, Toms River, New Jersey 08753. Security clearance is required to attend this conference. Security clearance forms should be requested from the office of the Warden 732-929-2137 by Friday, April 9, 2021 and returned by Monday, April 12th 2021.

65. QUESTIONS REGARDING PROPOSAL

All questions, after the pre-proposal conference and site inspection, **must be submitted in writing no later than Wednesday, April 14th, 2021** by 4PM to the Office of the Warden via fax, at (732) 506-5027.

66. MONTHLY MEETING

In order to establish and maintain the level of management and communication between the Contractor and the Ocean County Jail, management meetings will be held at least monthly. The management meetings will have the Contractor's Food Service Manager, Assistant Food Service Manager, and Contractor's Regional Supervisor in attendance. The Ocean County Jail will have members of the Administrative staff.

67. EVALUATION PROCESS

A review committee appointed by the Warden will review and rank all responses. All proposals will be reviewed to determine if they conform to all the proposal requirements set forth and the following selection criteria will be used in award of a contract for the services described herein. Once they have determined that the submitted proposals are valid, the committee will begin the evaluation process.

The Proposal Review Committee will review each proposal and score them for their ability to achieve the following three (3) criteria:

1. Experience and Past Performance: 30%

Proposals will be evaluated on the Contractor's experience and success in providing food service and food service management in county jails of similar size and similar environment as evidenced by the number of sites under management, duration and stability of relationships (references), and success in meeting all accreditation standards. Finally, can the Contractor as evident from their proposal have the ability to meet the objectives of the Ocean County Jail food service and food service management specifications and does the Contractor's proposal clearly demonstrate their ability to understand and accomplish the scope of work required.

2. Management Criteria: 20%

Proposal will be evaluated on the Contractor's ability to provide trained food service workers and management team with experience in similar correctional facilities. Contractor will be required to provide training for the food service workers and a management team to continually strive to attain the highest standards of food preparation and ACA accreditation. The Contractor will provide a culinary vocational program to qualified inmate kitchen workers.

3. Cost: 50%

Proposals will be evaluated for the maximum efficiency as it relates to the cost for food service to the staff and inmates at the Ocean County Jail. The vendor must recognize in its proposal the budgetary constraints placed on the County to provide these service to the inmates and staff. The proposal must document the Contractor's resources to meet the obligations set forth in the food service specifications.

Ranking

All proposals will be reviewed for completeness and qualifications. The County of Ocean shall award a contract to the vendor or vendors that best meet the needs and interest of Ocean County. The County reserves the right to negotiate the terms and conditions of a contract with the successful vendor or vendors to obtain the most cost advantageous services for the County.

All proposals should include the following documents:

1. Certificate of Insurance
2. Current List of Board of Directors
3. Computed Budget Proposal and Project Description
4. Certified Audit
5. Copy of New Jersey Business Registration Certificate in compliance with N.J.S.A. 52:32-44 OR Copy of IRS letter granting tax exempt status under Sec. 501(c)3
6. Organizational Chart
7. Affirmative Action Regulations N.J.S.A. 10:5-31 et seq. and P.L. 1975 C. 127 (N.J.A.C. 17:27-1 et seq.) Compliance Statement
8. Disclosure of Investment Activities in Iran
9. Statement of Ownership in compliance with N.J.S.A. 52:25-24.2. (Mandatory Document)
10. Non-Collusion Certification
11. Signature Page
12. Sample five week menu cycle

Proposal Submission Requirements

Sealed proposals must be received by the Ocean County Department of Corrections, Office of the Warden, 114 Hooper Avenue, Toms River, New Jersey 08753 on **Tuesday, April 27th, 2021** by **4:00 PM** prevailing time, at which time said proposals will be recorded.

All proposals must be enclosed in a sealed envelope, containing one (1) original and three (3) copies of the Competitive Contract proposal, bearing the name and address of the proposer, the name of the proposal and the date of the opening on the outside of the envelope.

The County will not be responsible for late mail deliveries and no proposals will be accepted if received after the time stipulated in the Competitive Contract proposal.

Evaluation Criteria

A review committee will review and rank all responses. All proposals will be reviewed to determine if they conform to all the proposal requirements set forth and the following selection criteria will be used in award of a contract for the services described herein.

30 % - Experience and Past Performance

20 % - Management Criteria

50 % - Cost Criteria

Indemnity Clause - The proposer, if awarded a contract, agrees to protect, defend and save harmless the County against any damage for payment for the use of any patented material process, article or device that may enter into the manufacture, construction or form a part of the work covered by either order or contract, and he further agrees to indemnify and save harmless the County from suits or actions of every nature and description brought against it, for, or on account of injuries or damages received or sustained by any party or parties by, or from any of the negligent acts of the contractor, his servants or agents.

Pay to Play Requirements - Starting in January 2007, all business entities are advised of their responsibility to file an annual disclosure statement of political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to N.J.S.A. 19:44A-20.27 if they receive contracts in excess of \$50,000 from public entities in a calendar year. Business entities are responsible for determining if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.

Certification of Non-Involvement in Prohibited Activities in Iran - Pursuant to N.J.S.A. 52:32-58, the proposer must certify that neither the vendor, nor one of its parents, subsidiaries, and/or affiliates (as defined in N.J.S.A. 52:32-56(e)(3)), is listed on the Department of the Treasury's List of Persons or Entities Engaging in Prohibited Investment Activities in Iran and that neither is involved in any of the investment activities set forth in N.J.S.A. 52:32-56(f). If the vendor is unable to so certify, the vendor shall provide a detailed and precise description of such activities.

Transitional Period - In the event services are terminated by contract expiration or by voluntary termination by either the Contractor or the County of Ocean, the Contractor shall continue all terms and conditions of said contract for a period not to exceed one (1) month at the County's request.

Statement of Ownership - The provisions of N.J.S.A. 52:25-24.2 applies to all forms of corporations and partnerships, including, but not limited to, limited partnerships, limited liability corporations, limited liability partnerships, and Subchapter S corporations.

Business Registration Certificate –

Pursuant to N.J.S.A. 52:32-44, Ocean County (“Contracting Agency”) is prohibited from entering into a contract with an entity unless the bidder/proposer/contractor, and each subcontractor that is required by law to be named in a bid/proposal/contract has a valid Business Registration Certificate on file with the Division of Revenue and Enterprise Services within the Department of the Treasury.

Prior to contract award or authorization, the contractor shall provide the Contracting Agency with its proof of business registration and that of any named subcontractor(s).

Subcontractors named in a bid or other proposal shall provide proof of business registration to the bidder, who in turn, shall provide it to the Contracting Agency prior to the time a contract, purchase order, or other contracting document is awarded or authorized.

During the course of contract performance:

- (1) the contractor shall not enter into a contract with a subcontractor unless the subcontractor first provides the contractor with a valid proof of business registration.
- (2) the contractor shall maintain and submit to the Contracting Agency a list of subcontractors and their addresses that may be updated from time to time.
- (3) the contractor and any subcontractor providing goods or performing services under the contract, and each of their affiliates, shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into the State. Any questions

in this regard can be directed to the Division of Taxation at (609)292-6400. Form NJ-REG can be filed online at <http://www.state.nj.us/treasury/revenue/busregcert.shtml>.

Before final payment is made under the contract, the contractor shall submit to the Contracting Agency a complete and accurate list of all subcontractors used and their addresses.

Pursuant to N.J.S.A. 54:49-4.1, a business organization that fails to provide a copy of a business registration as required, or that provides false business registration information, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000, for each proof of business registration not properly provided under a contract with a contracting agency.

NON - COLLUSION CERTIFICATION

STATE OF NEW JERSEY :

: ss

COUNTY OF _____ :

I, _____ of
the City of _____ in the County of _____
and the State of _____, of full age, being duly sworn
according to law on my oath depose and say that:

I am _____ of the firm of
_____ the vendor
making the Proposal for the above-named Project, and that I executed the said Proposal with
full authority so to do; that said vendor has not, directly or indirectly, entered into any agreement,
participated in any collusion, or otherwise taken any action in restraint of free, competitive
procurement in connection with the above-named Project; and that all statements contained in said
Proposal and in this certification are true and correct, and made with full knowledge that the
County of Ocean relies upon the truth of the statements contained in said Proposal and in the
statements contained in this certification in awarding the contract for the said Project.

I further warrant that no person or selling agency has been employed or retained to
solicit or secure such contract upon an agreement or understanding for a commission,
percentage, brokerage or contingent fee, except bona fide employees or bona fide established
commercial or selling agencies maintained by _____.
(N.J.S.A. 52:34-15). (Name of Contractor)

(Also type or print name of certifier under signature)

EXHIBIT A

**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)
N.J.A.C. 17:27**

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance)

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

AFFIRMATIVE ACTION QUESTIONNAIRE

NOTICE TO ALL CONTRACTORS

AFFIRMATIVE ACTION REGULATIONS N.J.S.A. 10:5-31 et seq. and P.L. 1975 C. 127 (N.J.A.C. 17:27-1 et seq.)

A. ACTIVITY OF YOUR COMPANY- Indicate below:

- Procurement and/or Service Company
- Professional Consultant
- Other _____

All Contractors, except Government Agencies, are required to comply with the above law.

B. TO ALL CONTRACTORS:

1. Within seven (7) days after receipt of the notification of intent to award the contract or receipt of the contract, whichever is sooner, a Contractor should present one of the following to the County of Ocean:
 - (a) An existing federally approved or sanctioned affirmative action program.
 - (b) A New Jersey Certificate of Employee Information Report Approval.
 - (c) If the Contractor cannot present "a" or "b", the Contractor is required to submit a completed Employee Information Report (Form AA302). This form will be made available to the Contractor by the County of Ocean.

C. QUESTIONS BELOW MUST BE ANSWERED BY ALL CONTRACTORS:

1. Do you have a Federally approved or sanctioned Affirmative Action Program?
Yes _____ No _____
 - (a) If yes, please submit a photocopy of such approval.
2. Do you have a State of New Jersey "Certificate of Employee Information Report" approval?
Yes _____ No _____
 - (a) If yes, please submit a photocopy of such certificate.

The undersigned Contractor certifies that he is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 et seq. and P.L. 1975 C. 127 (N.J.A.C. 17:27-1 et seq.) and agrees to furnish the required documentation pursuant to the law.

COMPANY: _____

SIGNATURE: _____

TITLE: _____

Note: A contract must be rejected as non-responsive if a contractor fails to comply with the requirements of N.J.S.A. 10:5-31 et seq. and P.L. 1975 C. 127 (N.J.A.C. 17:27-1 et seq.).

AMERICANS WITH DISABILITIES ACT

Equal Opportunity For Individuals With Disabilities

The CONTRACTOR and the COUNTY do hereby agree that the provisions of title II of the Americans with Disabilities Act of 1990 (the "Act") (42 U.S.C. 12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the COUNTY pursuant to this contract, the CONTRACTOR agrees that the performance shall be in strict compliance with the Act. In the event that the CONTRACTOR, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the CONTRACTOR shall defend the COUNTY in any action or administrative proceeding commenced pursuant to this Act. The CONTRACTOR shall indemnify, protect and save harmless the COUNTY, its agents, servants and employees from and against any and all suits, claims, losses, demands, or damages of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The CONTRACTOR shall, at its own expense, appear, defend and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the COUNTY'S grievance procedure, the CONTRACTOR agrees to abide by any decision of the COUNTY which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the COUNTY or if the COUNTY incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the CONTRACTOR shall satisfy and discharge the same at its own expense.

The COUNTY shall, as soon as practicable after a claim has been made against it, give written notice thereof to the CONTRACTOR along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the COUNTY or any of its agents, servants and employees, the COUNTY shall expeditiously forward or have forwarded to the CONTRACTOR every demand, complaint, notice, summons, pleading, or other process received by the COUNTY or its representatives.

It is expressly agreed and understood that any approval by the COUNTY of the services provided by the CONTRACTOR pursuant to this contract will not relieve the CONTRACTOR of the obligation to comply with the Act and to defend, indemnify, protect and save harmless the COUNTY pursuant to this paragraph.

It is further agreed and understood that the COUNTY assumes no obligation to indemnify or save harmless the CONTRACTOR, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the CONTRACTOR expressly understands and agrees that the provision of this indemnification clause shall in no way limit the CONTRACTOR'S obligations assumed in this Agreement, nor shall they be construed to relieve the CONTRACTOR from any liability, nor preclude the COUNTY from taking any other actions available to it under any other provisions of this Agreement or otherwise at law.

SIGNATURE PAGE

The County of Ocean does not discriminate on the basis of handicapped status in the admission or access to, or treatment, or employment in its programs or activities.

The County of Ocean shall allow access to any books, documents, papers and records of the contractor, which are directly pertinent to that specific contract.

Compliance is required with all applicable standards, orders, or requirements issued under 306 of the Clean Air Act, Section 508 of the Clean Water Act, Executive Order 11738 and Environmental Protection Agency Regulations (40 CRF, Part 15) which prohibits the use under non-exempt federal contracts, grants or loans of facilities included on the EPA list of violating facilities.

"The County of Ocean considers it to be a substantial conflict of interest for any company desiring to do business with the County to be owned, operated or managed by any County employee, nor shall any County personnel be employed by the vendor in conjunction with any work to be performed for or on behalf of the County of Ocean".

I HEREBY CERTIFY COMPLIANCE WITH THE FOREGOING.

Partnership
The undersigned is a Corporation under the law of the State
Individual
of _____, having principal offices
at _____.

NAME OF COMPANY, CORPORATION OR INDIVIDUAL
- PLEASE PRINT -

SIGNED BY: _____

PRINT NAME AND OFFICIAL TITLE

ADDRESS: _____

INCLUDE ZIP CODE

TELEPHONE: _____

E-MAIL ADDRESS _____

FEDERAL IDENTIFICATION NO. _____

STATEMENT OF OWNERSHIP DISCLOSURE

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of Organization: _____

Organization Address: _____

PART I - Check the box that represents the type of business organization:

- Sole Proprietorship (skip Parts II and III, execute certification in Part IV)
- Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)
- For-Profit Corporation (any type) Limited Liability Company (LLC)
- Partnership Limited Partnership Limited Liability Partnership (LLP)
- Other (be specific): _____

PART II

- The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. **(COMPLETE THE LIST BELOW IN THIS SECTION)**

OR

- No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. **(SKIP TO PART IV)**

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Address

PART III - Disclosure of 10% or Greater Ownership in the Stockholders, Partners or LLC Members Listed in PART II

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed.**

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above.** The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Address

PART IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the County of Ocean is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with the County of Ocean to notify the County of Ocean in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the County of Ocean to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):	Title:
Signature:	Date:

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

PART 1: CERTIFICATION

BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX **CERTIFICATION IS REQUIRED PRIOR TO CONTRACT AWARD**

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Bidders **must** review this list prior to completing the below certification. If the Director finds a person or entity to be in violation of law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

PLEASE CHECK THE APPROPRIATE BOX:

- I certify, pursuant to Public Law 2012, c. 25, that neither the bidder listed below nor any of the bidder's parents, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed below, or I am an officer or representative of the entity listed below and am authorized to make this certification on its behalf. **I will skip Part 2 and sign and complete the Certification below.**

OR

- I am unable to certify as above because the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the certification below. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN

You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, PLEASE ADD AN ADDITIONAL SHEET(S) OF PAPER.

Name _____	Relationship to Bidder _____
Description of Activities _____ _____	
Duration of Engagement _____	Anticipated Cessation Date _____
Bidder Contact Name _____	Contact Phone Number _____

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the County of Ocean is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the County to notify the County in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the County of Ocean and that the County at its option may declare any contract(s) resulting from this certification void and unenforceable.

Name of Bidder: _____

Full Name (Print): _____ Signature: _____

Title: _____ Date: _____

DOCUMENT CHECKLIST

Project Title: Food Services for Ocean County Jail No. II

- Items submitted**
(Proposer's INITIALS)
- A. FAILURE TO SUBMIT ANY OF THESE DOCUMENTS IS MANDATORY CAUSE FOR REJECTION OF PROPOSAL** ↓
- | | | |
|----------|---|-------|
| <u>X</u> | Statement of Ownership (N.J.S.A. 52:25-24.2) | _____ |
| <u>X</u> | Acknowledgment of receipt of addenda or revisions (if issued) | _____ |
| <u>X</u> | Cost Proposal | _____ |

- B. FAILURE TO SUBMIT ANY OF THESE DOCUMENTS MAY BE CAUSE FOR REJECTION OF PROPOSAL**
- | | | |
|----------|---|-------|
| <u>X</u> | Non-Collusion Certification | _____ |
| <u>X</u> | Affirmative Action questionnaire | _____ |
| <u>X</u> | Signature Page | _____ |
| <u>X</u> | One (1) Original and 3 Copy(ies) of Proposal Submission | _____ |
| <u>X</u> | Sample 5 week menu cycle | _____ |

- C. DOCUMENTS REQUESTED TO BE INCLUDED WITH THE PROPOSAL**
- | | | |
|----------|--|-------|
| <u>X</u> | Copy of New Jersey Business Registration Certificate in compliance with N.J.S.A. 52:32-44 <u>OR</u> Copy of IRS letter granting tax exempt status under Sec. 501(c)3 | _____ |
| <u>X</u> | Disclosure of Investment Activities in Iran | _____ |
| _____ | Copy of Proposer's Public Works Contractor Registration Certificate | _____ |

D. THE UNDERSIGNED PROPOSER HERewith SUBMITS THE ABOVE REQUIRED DOCUMENTS.

PRINT NAME OF PROPOSER: _____

SIGNED BY: _____

PRINT NAME AND TITLE: _____

DATE: _____

THIS CHECKLIST SHOULD BE INITIALED AND SIGNED WHERE INDICATED AND RETURNED WITH ALL DOCUMENTS.

ADDENDUM ACKNOWLEDGMENT

COUNTY OF OCEAN

ADDENDUM NO: _____

ADDENDUM NO: _____

ADDENDUM NO: _____

ACKNOWLEDGMENT

PROJECT ENTITLED: _____

Acknowledgment is hereby made of the receipt of Addendum No. _____ containing information for the above referenced project.

PROPOSER: _____

BY: _____

SIGNATURE: _____

TITLE: _____

DATE: _____

NOTE: WHEN AN ADDENDUM IS ISSUED, THIS ACKNOWLEDGMENT MUST BE ENCLOSED WITH THE PROPOSAL AT THE TIME OF PROPOSAL SUBMISSION. FAILURE TO DO SO WILL RESULT IN PROPOSAL REJECTION.

PROPOSAL PRICE FORM

INMATE AND STAFF MEAL, COST PER MEAL

To Provide Food Service, Supplies, Equipment
and Management Services, as per specifications
from May 1, 2021 through April 30, 2024

\$ _____

(PLEASE ROUND OFF PRICE TO NEAREST THOUSANDTH, I.E. \$10.234)

The County has an option, exercisable in its sole discretion, to extend the contract for two (2) additional one (1) year periods at prices determined in compliance with N.J.S.A. 40A: 11-15.

* PRICES QUOTED SHALL BE FIRM, NET EXCLUSIVE OF ANY SALES OR USE TAXES, IF APPLICABLE AND MUST INCLUDE ALL COSTS, EXPENSE, AND CHARGES OF EVERY NATURE WHATSOEVER.

IN THE EVENT OF TIED PROPOSALS, THE COUNTY OF OCEAN SOLELY RESERVES THE RIGHT TO AWARD THE CONTRACT TO THE VENDOR MOST ADVANTAGEOUS TO THE COUNTY.

Special Events

Any special event requires a quote to be submitted prior to the event and approval to be given by the Warden.