**rfp-23-74802**

**attachment F**

**SECTION 2.4**

**Indiana Department of Correction**

**technical specifications for procurement**

**of food services**

**for juvenile correctional facilities**

FORMAT

Respondent should follow the following format for its Technical Proposal: Each specification listed in the State’s Technical Proposal Section is numbered. Respondent is to respond specifically to each numbered specification and its response should correspond to the corresponding number of the specification listed. For example, a response corresponding to specification “2.4” should be preceded by the heading “2.4”; likewise, a response to specification “2.4.1” should be preceded by the heading “2.4.1” Respondent should also use the corresponding heading for each specification. Responses should be inserted immediately following each specification in a type font or color that is distinguishable from the type font of this RFP. Please number each page of the proposal using the following system: 1 of 200, 2 of 200, etc.

Respondent is to clearly identify its Technical Proposal as such and label it as “Section 2.4.”

Each numbered specification requires the Respondent provide a responsive statement that it agrees to provide the service, feature or information specified; and, when indicated, to provide a detailed proposal of how the Respondent will provide that service, feature or information. When such a detailed proposal is required, it will be underlined in the text of the specification.

No changes are to be made to the original RFP language by the Respondent and the RFP language should not be repeated in your response.

Failure to follow the aforementioned format may lead to rejection of your Proposal.

* + 1. GENERAL STATEMENT OF AGREEMENT

Respondent must here provide general statement of agreement stating that if its Proposal is selected, Respondent will meet the all the specifications set forth in the State’s Technical Proposal. In addition to this general statement, Respondent should in its response for each specification numbered below, provide a response statement that it agrees to meet provide the service. If Respondent cannot meet any of the specifications listed in the Technical Proposal, Respondent should provide a statement here clearly indicating which of the specification(s) it cannot meet. Respondent should note that failure to agree to any of the specifications listed in this section is cause for rejection of its Proposal.

* + 1. General Requirements for Juvenile Food Services

Juvenile Facilities to be serviced:

* LaPorte Juvenile Correctional Facility, 2407 N 500 West, LaPorte, Indiana (maximum capacity of 62 ~~95~~, and a current population 43 ~~68~~);
* Logansport Correctional Facility-Treatment Unit, (sometimes referred to as the “North Central Juvenile Correctional Facility”) 1118 South St. Rd. 25, Logansport, Indiana (maximum capacity of 174, and a current population 131 ~~109~~);
* Pendleton Correctional Facility, 9310 S. State Road 67, Pendleton, Indiana (maximum capacity of 391, and a current population 180 ~~168~~) ~~(includes approximately 30 Future Soldiers)~~

Of these facilities, Logansport Juvenile Correctional Facilitydoes not have prep kitchens of adequate size, and the meals may need to be prepared outside each facility and brought in. Respondent’s response to this specification should include a proposal of how it intends to provide food service for the Logansport Juvenile Correctional given the situation.

Vendor will also provide one meal per shift to on duty staff, for which the Vendor will be reimbursed at $1.00 per meal. The number of staff meals served shall be recorded by a signature log signed by each staff member receiving a meal. The total number of staff meals will be calculated from the signature log prior to forwarding the weekly log to the Contract Compliance Division weekly. None of the ample meals, as further described in this RFP will count towards billing.

Vendor will also provide food service for special meetings or events held by the IDOC at an amount not to exceed $2,000 for Logansport Juvenile and Pendleton Juvenile Correctional facilities and $1500 a year for LaPorte Juvenile Correctional facility~~.~~

The current population of all juvenile facilities in the aggregate is approximately 400 students. A spreadsheet breaking out the population by individual facilities and by daily population is attached to this document as “Attachment I.” The Vendor will be asked to invoice monthly based on actual daily population for the month.

The required services are to be provided at a state correctional facility, and being provided to a student population comprised of juveniles who have been adjudicated delinquent and possess a range of behavioral disorders, mood disorders, anti-social behaviors, special needs, learning issues and learning disabilities. The Vendor must be willing to be flexible in dealing with the requirements of working in a secure, correctional environment, including acceptance of the need for enhanced security, the risk of physical or verbal assault by students, and frequent changes to the IDOC’s mission, programs, budget, population, policies and procedures. The IDOC will provide security in the dining rooms during the meal period.

The Indiana Department of Correction Food Service Department provides each offender a wholesome and nutritious diet within set budget allowance. Meals shall be prepared and served under strict sanitary conditions according to regulations set by the Indiana State Department of Health and the Indiana Department of Correction. The IDOC is also regulated under the American Correctional Association standards including food service and sanitation standards, all state and federal regulations in regard to purchasing, preparing and serving food and maintaining all areas.

Please list your agreement to the above referenced requirements.

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* + 1. Adherence to Rules, Regulations, and standards

Vendor’s services shall meet all rules, regulations, and standards for food service operations, which shall include, but not limited to:

1. Indiana Revised Administrative Procedures “The Development and Delivery of Food Service (04-01-301)
2. Public Health Department Food Operations Regulations
3. American Correctional Association Standards
4. Indiana Department of Correction Policy and Procedure
5. Nutritional Standards set by the National Academy of Sciences
6. Medical Nutrition Standards as set by Correctional Policy
7. Joint Commission on Accreditation of Health Organizations (<http://www.jcaho.org>)   
   a. Hospitals;   
   b. Behavioral Health Care Accreditation
8. Centers for Medicare and Medicated Services (http:cms.hhs.gov) --- Federal Regulation for Intermediate Care Facilities for Intellectual Disability
9. Joint Commission on Accreditation of Hospitals
10. Joint Commission on Accreditation on Behavioral Health Care Facilities
11. Medicaid/Medicare Hospitals
12. Federal Regulation for Intermediate Care Facilities for Intellectual Disability
13. Indiana State Board of Health Retail Food Establishment Sanitation Requirements 410 IAC 7-24.
14. Traditional Guidelines for the National School ~~Lunch~~ Nutrition Programs as administered by the Indiana Department of Education.

*Please list your agreement and how you will meet the above listed requirements.*

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* + 1. Minimum meal requirements

Respondent will submit a “Master Menu” with its proposal. Master Menus will be written to include the recommended US Dietary guidelines for Americans, Recommended Daily Allowances, and Dietary Reference Intakes and meeting the Traditional Guidelines for the National School ~~Lunch~~ Nutrition Programs as administered by the Indiana Department of Education.Recipes are to be provided for each of the items on the Master Menu. The recipes must include crediting information involving how the menu meets the National School Nutrition Programs. Meal production logs are to be provided documenting each menu item, the portion size, how the item is being credited meeting the National School Nutrition Programs. The production logs as well as the recipes must be made available to the serving staff to ensure their reviewing the meal service for compliance.

Vendor shall provide all meals, in accordance with a Master Menu to be served at temperatures in compliance with those required by the Indiana Food Establishment Act and State Retail Food Code in a method approved by IDOC. Policy dictates that three meals per day and one evening snack shall be served with a minimum of two hot meals and not more than fourteen hours between the evening meal and the following day’s breakfast meal. Meals shall be served in a manner that makes them palatable and visibly pleasing complete with the appropriate condiments. The Vendor is expected to be on-site to prepare, serve and clean up after food service delivery. The Vendor will ensure that meals are served within the time ranges as determined by the Warden at each institution. Style of meal service varies at each institution, but the basic style of service includes cafeteria style in one or two main dining rooms. The Vendor shall ensure that the food items used in the preparation of foods on the Master Menu are approved by the IDOC. The Vendor shall ensure that the food service items served are the portion sizes required by the Master Menu, and that any required alternative items (e.g. modified or alternate menu items as defined herein) are available. Some cafeterias are fed in a blind feeding method; with this feeding, all required food items shall be placed on offender trays unless another system is developed and approved by the IDOC.

The Vendor shall offer a pork free menu and an alternative menu choice each meal, which includes an alternative protein entrée, fruit instead of dessert when on the menu, and condiment choices that are lower in fat, sodium and sugar. Substitutes for sugar, jelly, and syrup are served as required by the menu choices. The alternative protein entrée may meet the requirements for both the pork free and alternative menu choices. Fruit juice or fortified drink shall not be an acceptable substitute for fresh fruit, except for the evening snack. Any Master Menu shall list standard portion sizes.

At each meal, two sample trays shall be prepared at no cost to the IDOC. One tray shall be saved for a minimum of 72 hours and used in the event of an alleged outbreak of food borne illness. The second tray shall be available for sampling and evaluation by IDOC staff designated by the Warden to ensure adequate quality, palatability, presentation, and temperature. The IDOC shall send documentation of these evaluations daily to the Warden or designee and save on file a copy for the IDOC Contract Compliance Director to view during quarterly contract audits. If the Warden and IDOC Contract Compliance Director agree that a poor evaluation is justified for any particular meal, the result of this evaluation shall be discussed with the Vendor. At this stage, one of two directions shall be taken:

If the Warden, IDOC Contract Compliance Director and the Vendor agree that the meal served was deficient in, quality, palatability, presentation, or temperature, or that the low evaluation was otherwise justified, the Warden, IDOC Contract Compliance Director and the Vendor shall agree on the corrective action to be taken by the Vendor to correct the deficiency. This corrective action shall begin with the first meal following the date of such agreement. Continued failure to correct the issue fourteen (14) days after the deficiency has been identified as set forth above will result in a $1,000 penalty. For each additional 14 day period following the first penalty for which the Vendor fails to correct the issues, an additional $2,000 penalty will be applied.

If the Vendor does not agree that the meal was deficient, or that the evaluation was otherwise unjustified, the Vendor shall provide the IDOC with a written detailed response specifically addressing any concerns raised in the evaluation, or cited as a deficiency, and shall explain why it feels the meal meets the contract standards. The Warden shall prepare a response supporting the evaluation or deficiency. The IDOC Commissioner shall review the Vendor’s response and Warden’s response and shall hold a meeting with the Vendor to discuss the Vendor’s response. After this meeting, if the IDOC Commissioner determines that the evaluation was justified or that the meal was otherwise deficient, the Vendor shall take corrective action to correct the deficiency and shall, additionally, be assessed liquidated damages in the amount of $1000 for the meal in question, and thereafter shall be assessed liquidated damages in the amount of $2,500 for each meal thereafter for which the IDOC Commissioner makes the same determination following the procedure set forth above.

Vendor shall put in place a procedure for emergency meals. The procedure shall have prior approval of the IDOC Contract Compliance Director and relevant Facility Warden. In the event of an emergency, the Vendor shall continue to serve meals in compliance with this emergency procedure and/or as specifically instructed by the Warden or Contract Compliance Director. Applicable IDOC emergency plans will be made available at each institution and may require the Vendor to alter normal operations and staffing, and to file any required reports. Vendor will provide any emergency meals, including storage of meals, as required by State and Federal Emergency protocols.

***Please list your agreement to the above listed requirements and the name of any attachments that is required.***

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* + 1. Master menu

Vendor shall provide and serve a Master Menu as provided in this RFP. The Master Menu shall consist of two (2) menus. One menu is to be for Spring/Summer and to be implemented in April; and one for Fall/Winter to be implemented in October. All menus must receive approval by the IDOC Contract Compliance Director at least sixty (60) days before implementation. Menus submitted for approval shall list portion sizes, recipes, and complete nutritional analysis indicating age and gender specific caloric needs as addressed in the contract. The IDOC reserves the right to change the Master Menu requirements and will provide the Vendor 30 days written notice of the change. It is anticipated that changes to the Master Menu will not increase the overall cost of food products as such changes are to be unsubstantial in nature.

Vendor shall comply with the Master Menu. There shall be an approved substitution list that shall be approved in advance by the Vendor’s dietician and the IDOC’s Contract Compliance Director. No more than two substitutions within one week shall be made from this list by Vendor, without approval from the IDOC Contract Compliance Director. Any changes or substitutions to the Master Menu shall be documented and submitted to the IDOC Contract Compliance Director in a monthly report due by the 10th of each month. These monthly reports shall be reviewed for unapproved substitutions. Any unapproved food substitutions occurring in the previous month shall be discussed by the Vendor and IDOC Contract Compliance Director. The Vendor will be given an opportunity to explain and to correct such substitutions. If the unapproved food substitutions occur after the discussion, the IDOC Contract Compliance Director will issue a warning to Vendor. If unapproved food substitutions occur following the written warning, the Vendor will be assessed liquidated damages in the amount of $250 for each meal subsequent to the written warning in which there is an unapproved substitution.

Compliance with the master menu will include correct portions, correct utilization of approved recipes, and use of proper ingredients. The master menu shall consist of several components with specific guidelines that meet various dietary needs, including religious, medical, and some offender preferences. These components of the Master Menu are as follows:

**Juvenile Master Component**: This component includes the menu requirement for general juvenile offender population and meets the Recommended Dietary Allowances (RDA) and Dietary Reference Intakes (DRI):

Juveniles 2800 to 3000 calories

**Modified Diet Component:** This component includes the menu requirements for specific dietary needs of students with medical conditions. This includes specific diet trays when specified.

**Alternate Menu Component:** This component includes the menu requirements for all religious dietary needs as well as needs not listed under the modified diet.

**Sack Lunch Menu Component:** This component includes the menu requirements for those areas such as work programs or court trips that require a sack lunch instead of a meal tray.

Other meals served under the Master Menu

Vendor shall provide each of the following meals in accordance with the requirements of the Master Menu. These meals are provided in areas other than the dining room such as confinement, work and program areas, and outside work crews. Food shall be prepared in sufficient quantities to feed students ~~offenders~~, patients, staff, or guests.

*Confinement/Infirmary Meals:* The Vendor’s staff shall supervise the preparation of meals in accordance with the Master Menu for students ~~offenders~~ assigned to confinement areas and any other areas including the infirmary, segregation units, or other satellite areas requiring meal trays. The transportation and delivery of the prepared meals to confinement and infirmary areas shall be the responsibility of the Vendor. In designated areas, security personnel shall be responsible for the delivery of each tray to the students ~~offenders~~. Meals are delivered in pre-portioned individual serving trays in such a manner as to maintain food temperature requirements, with the exception of a few satellite areas. There are several locations, which use a bulk feeding method for confinement areas. This method of feeding shall be continued, unless the Vendor can establish a more efficient and accurate method of feeding, which shall be approved by the Warden and IDOC Compliance Director. Three meal choices shall be available for confinement or infirmary feeding: (1) the regular main line meal; (2) the alternative menu including the protein alternative, condiment, and dessert choices; and (3) the modified diet menu. Students will make a choice upon entering the confinement or infirmary and that choice will remain the same throughout the incarceration period, unless the student makes a formal request, and is given permission by the Facility Warden, to change to another meal choice, or has his or her personal preference diet privileges suspended for dietary non-compliance.

*Sack Lunches:*  The Vendor shall provide sack lunches in accordance with the Master Menu and Sack Lunch Menu component for groups of students patients who require meals and cannot receive lunches as listed on the Juvenile Master Menu. Such students patients include those going to outside court, assigned to work crews, and transfers. To enhance workday productivity, the Vendor shall deliver sack lunches to the control room, sally port gate, or designated area when requested by the institutional staff. Sack lunches for staff during emergency situations shall be made available upon request of the Facility Warden and shall be invoiced separately. Food temperature requirements shall apply to sack lunches, unless the Vendor receives approval to use the IDOC and ISDH approved “Time as a Public Health Control” policy.

*Medical Diets:* The Vendor shall provide meals for medical diets, which shall include any diet foods specified by the Medical Department. Physicians, dentists, or clinical associates in each facility’s medical unit shall prescribe medical diets from an IDOC list of medical diets. Snacks are considered part of the medical diet and are not billed separately. All diet trays served shall be recorded by the Vendor with a copy of the record sent to the IDOC Medical Department for proper documentation for ACA performance standards. (JACHO standards, and CMS (includes Medicaid, Medicare, and ICF-MR certification) standards). This record shall include, at a minimum, offender name or number, date when meal picked up, and type of meal.

*Staff/Guest Meals:* The Vendor shall ensure that one meal per shift is provided for the facility’s staff. Staff shall eat the same foods as served on the offender Master Menu. All facility staff and guests eating a meal shall sign for it, with the exception of the facility staff designated to evaluate the sample meal. The Vendor will use the completed sign in sheets for the purpose of invoicing staff meals to the IDOC. The cost per meal shall be $1.00. The total number of staff fed and the dollar amount shall be listed clearly on the month invoice as a separate line item. The facility staff and guests shall purchase their meals directly through the facility’s business office.

*Juvenile Snack:* Snacks will be provided to the juvenile population of IDOC as an evening snack. The snack is defined as a “Healthy Treat” consisting of a low sugar type of small feeding. Fresh fruit, yogurt, trail mix, dried fruit, cold cereal (low sugar) with 2% or skim milk, boiled eggs, graham crackers, vanilla wafers, chocolate milk (<2%), strawberry milk (<2%), string cheese, and/or a fortified sugar-free fruit drink are examples of a “Healthy Treat” Snack. These snacks are to vary daily and be included into the menu cycle for the juvenile facilities which is included in meeting the RDA’s for 3,000 calories per day. The Vendor shall maintain sufficient inventory to ensure that each juvenile receives a snack each evening, and that the type of snack issued varies throughout the week.

***Please list your agreement to the above listed requirements and the name of any attachments that is required.***

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* + 1. FlaTWARE, UTENSILS, TRAYS, AND EATING IMPLEMENTS

The Vendor shall provide flatware, eating equipment and utensils and trays that meet the needs of each facility, including safety and security. The Vendor’s selection of flatware, trays, eating equipment and utensils, shall be approved by the IDOC Contract Compliance Director prior to implementation. The Vendor is responsible for the maintenance, storage, cleaning of the flatware, trays, utensils, and eating equipment. The Vendor shall be responsible for the replacement of damaged or worn out flatware, utensils, trays, and eating equipment. The Vendor shall maintain a supply of disposable flatware, utensils, trays and eating equipment to be used in the event that the re-usable flatware, utensils, trays, and eating equipment cannot be used. The need to use disposable flatware, utensils, trays, and eating equipment caused by lack of utilities such as water, gas, or electricity, and/or a lockdown of the facility, or other emergency situation, when not directly caused by the Vendor will be at the facility’s cost. The need to use disposable flatware, utensil, trays, and eating implements, caused by food service equipment failure, shortage of Vendor’s staff, lack of re-useable items, or an emergency directly by the Vendor will be the Vendor’s cost

All items identified as “Class A” tools will be kept on a shadow board that will be secured by the Vendor’s staff. At the end of each meal, the Vendor’s staff will conduct a count of “Class A” tools. The Vendor will notify the facility custody supervisor and IDOC Contract Compliance Director immediately after the count if a tool is found to be missing. Compliance with this requirement will be determined by random audits. 100% notification is required for all incidents of missing tools greater than one hour following the end of the meal. Failure to notify the IDOC as set forth will result in the Vendor being assessed liquidated damages of $10,000 per incident.

***Please list your agreement to the above listed requirements and the name of any attachments that is required.***

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* + 1. cLEANLINESS AND SANITATION

The Vendor will be responsible for the cleanliness and sanitation of the service areas which includes the dining and serving areas; food storage areas; warehouse food storage areas; restroom areas within the dining areas and/or kitchen; and related areas within the food service realm. Each RFP Vendor should submit a plan of training to include sanitation, safety, and quality assurance issues with its Proposal. The Vendor will establish high standards of sanitation at all facilities covered by the contract. The IDOC will conduct periodic sanitation audits, including comprehensive quarterly sanitation audits. The Indiana State Department of Health may also conduct audits to evaluate food handling and sanitation conditions within the food services areas on a semi-annual basis as well as in response to reports of deficiencies. And OSHA will conduct audits for safety and maintain standards for cleaning supplies. For the IDOC audits, the Vendor will be responsible for achieving certain performance standards as listed in Appendix 1, Performance Measurement. For ISDH purposes, the Vendor must meet all ISDH health requirements. For OSHA purposes, all Vendor-purchased cleaning supplies must meet the approved Occupational Safety Health Administration (OSHA) standards and the Vendor must maintain a safe workplace for its employees. Written corrective plans will be required if standards are not achieved.

If a deficiency is cited during any of these audits, the Vendor shall provide written corrective action plan, or Plan of Action (POA ) within three (3) calendar days of receipt of notice of the deficiency from the ISDH, OSHA or IDOC to the facility Warden or designee and the IDOC Contract Compliance Director.

The Vendor’s corrective action plan shall be carried out within ten (10) calendar days from the date of notice of the deficiency. If a follow-up audit after the 10 day time to cure reveals that the deficiency has not been cured, the Vendor will be assessed liquidated damages in the amount of $2,500 for the deficiency, and an additional $2,500 for each ten day period thereafter in which the deficiency remains uncorrected. If more than one deficiency is cited in an audit, liquidated damages as set forth above may be assessed for each individual deficiency cited in the audit. The Vendor shall be solely responsible for any fines issued by OSHA, the ISDH, or any other state or federal agency with oversight, resulting by failing to cure or meet sanitation standards.

***Please list your agreement to the above listed requirements and the name of any attachments that is required.***

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* + 1. EMERGENCY SITUATIONS

If any Facility Warden determines that an emergency situation exists, the Vendor’s employees may be assigned to other areas within the correctional facility to facilitate the feeding of students. The Department of Correction reserves the right to use the Vendor’s food and related commodities in an emergency. An accounting will be taken of those items and the Vendor will be reimbursed at cost. The Vendor will maintain a 14 day supply of food at each facility to be held in preparation of an emergency.

***Please list your agreement and how you will meet the above listed requirements.***

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* + 1. KITCHEN AND FOOD SERVICE EQUIPMENT

The IDOC will turn over its food service equipment currently in place at each kitchen and food service area to the Vendor. The IDOC will provide an inventory list of all such food service equipment including the condition of the equipment to the Vendor upon execution of a contract. If said contract is terminated or otherwise ended, the Vendor shall return said inventory or like inventory to the IDOC. For the Logansport Juvenile facility, there is no prep kitchen available. The Vendor must therefore propose to prepare the food at an offsite location and deliver hot to this facility. The Vendor may propose to contract with the respective food service providers at Logansport State Hospital or Miami Correctional Facility (Adult) to utilize their kitchen facilities, or to have them provide the food for Logansport Juvenile which is located near the facility.

The Vendor is responsible for all costs associated with cleaning, maintenance, and repair of food service equipment inventoried at the time of contract execution. The Vendor has seventy-two (72) hours to notify IDOC Contract Compliance Director upon notice of inoperability of food service equipment. The Vendor has seven (7) days from notice to obtain an assessment and quote for repair of food service equipment and shall provide notice to the Contract Compliance Director if more than 7 days are needed.

The Vendor will install additional food service equipment when needed at the facilities. This equipment will be installed at Vendor’s expense and upon written approval from the IDOC Contract Compliance Director. Any additional equipment purchased, repaired, replaced, leased, or modified by the Vendor shall meet or exceed IDOC standards for functionality, sanitation, and security as determined by the IDOC Contract Compliance Director. At the end of the contract term, or in the event of the termination of the contract, the IDOC shall have an assignable option to acquire the Vendor’s additional furnishing, equipment, tools, and materials in whole or part, at a value determined by a representative of the State.

The Vendor shall be responsible for ensuring that equipment is operated and cleaned in strict accordance with the manufacturer’s operating manuals. The Vendor shall operate, clean and maintain the kitchen equipment to minimize any abuse to the equipment. The IDOC will assist in the maintenance of food service equipment by providing labor and expertise when it has staff available and when its available staff have the technical certification or expertise to assist in the maintenance. This assistance is limited to identifying issues with equipment, recommending courses of action, and installing parts purchased by the Vendor. The determination of whether any IDOC staff has the technical certification or expertise to assist in the maintenance of a particular piece of equipment is at the sole discretions of the IDOC Director of Construction Services.

The responsibility for the repair and maintenance of any walk-in cooler, walk-in freezer, or walk in blast chiller, when such equipment is physically integrated into the facility building, shall remain the sole responsibility of the IDOC, unless these units are damaged as a result of lack of supervision or negligence by the Vendor.

The IDOC will maintain and repair the physical plant in areas assigned to the Vendor, including painting, and will provide all necessary utilities. The Vendor shall operate its assigned work areas in an energy efficient manner and shall ensure that there is no deliberate wastage of electricity, gas, or water.

While plumbing maintenance and repairs shall be the responsibility of the IDOC, the Vendor shall be responsible for the cleaning, maintenance, and replacement (as needed), of all grease traps connected to the kitchen and food preparation area plumbing.

The IDOC retains responsibility for pest control in kitchen, storage and dining areas unless the sanitation standards by the Vendor are shown to be a contributing factor in causing an infestation.

Equipment classified by the IDOC as “Class A” tools is defined as tools which can be used to aid escape, manufactured into, or serve as a weapon, or that pose a threat to the security of the facility or personal safety. The Vendor shall be responsible for securing all tools and equipment in accordance with the IDOC’s policy and procedure for Class A tools. Class A tools are designated by the facility and the Vendor shall follow facility policy for management of Class A tools at each facility.

***Please list your agreement to the above listed requirements and the name of any attachments that is required.***

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* + 1. Consumable supplies

The IDOC will turn over all consumable supplies currently in place at each facility to the Vendor. If any consumable supplies are owned by the current IDOC food services Vendor, the Vendor shall purchase those supplies from the current Vendor at fair market value or less. The IDOC shall provide an inventory list of all such supplies it provides to the Vendor and the condition of supplies to the Vendor upon execution of the contract. If the contract is terminated or otherwise ended, the Vendor shall return an equal amount of inventory or like inventory to the IDOC.

Please list your agreement to the above listed requirements.

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* + 1. ood preparation

Food preparation includes regular diets, medical diets, religious preference diets, and food for special events. Food including medical diets will be prepared in the food service area of the facilities earlier listed in the RFP, with the exception of Logansport-Juvenile. Juvenile students will receive three meals a day, and an evening snack. Certain students may receive an additional mid-morning, mid-afternoon, or evening snack as part of a therapeutic diet prescribed by the IDOC Medical Department. Each facility Warden will establish meal times within his/her facility. Meal times may be delayed for operational issues. The Vendor will provide sack lunches to students and staff in transit. The Vendor will be responsible for delivering meals to students.

Enhanced Meals prepared for New Year’s Day, Easter Sunday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day will be prepared with portions being one and one half (1 1/2) times that of the standard meal as approved by the IDOC Contract Compliance Director.

Enhanced Menus must be presented to the IDOC Contract Compliance Director for approval 60 days prior to service.

Religious preference diets will be made available for IDOC recognized Enhanced Meals.

***Please list your agreement to the above listed requirements and the name of any attachments that is required.***

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* + 1. staffing requirements

The Vendor will be responsible for the staffing of all food service operations. The IDOC has not established any required staffing levels for food service operations based on offender to staff ratios. However, the Vendor shall provide sufficient qualified personnel for food service operations. Respondent must provide with its response to this specification a proposed preliminary staffing and organization plan for the total food service operations. This plan should include any administrative staff needed to initiate and continue delivery of food service operations required in the RFP. A final staffing plan may be developed, submitted for each IDOC facility upon award of the Contract, but shall only differ from the preliminary plan with the approval of the IDOC Contract Compliance Director. The staffing plan will be the basis for staffing through the Contract term. This plan will identify the minimum number of management and line staff positions by position title and scheduled hours of service for each position and each institution. The IDOC reserves the right to periodically review the Vendor’s staffing levels. Changes will be submitted in writing and will not be allowed without approval from the IDOC Contract Compliance Director.

All employees of the Vendor will be subject to background checks by the State of Indiana. Before being allowed to work with juvenile students, the Vendor’s employees and contracted staff shall be subject to the security clearance policy and procedure of the Indiana Department of Correction, including a check of the Indiana State Police records, county criminal records, the Department of Family and Social Services Child Abuse Registry, and any other requirements set forth by the Vendor.

The IDOC will retain the right to require the Vendor to exclude from working at any IDOC facility any employee of the Vendor who is deemed incompetent, insubordinate, or objectionable by the IDOC. The Vendor will agree not to hire or rehire any former employee, or former employee of the IDOC, who was removed for cause, or resigned with prejudice.

The IDOC reserves the right to refuse entry onto its facility grounds an employee of the Vendor whom it has found to be in violation of the facility’s policies and procedures; charged or adjudicated in violation of state law in connection with the employee’s conduct toward a juvenile offender of the facility; prohibited from working with children pursuant to I.C. 4-13-2-7 et seq.; or under investigation for violation of state law in connection with the employee’s conduct toward an offender of the facility. If the IDOC invokes this right the Vendor shall remove immediately, at the request of the IDOC, any employee from assignment to an IDOC juvenile facility, at the request of the IDOC. Such removal shall apply to all facilities under contract. If such a request is granted, the Vendor will have the sole discretion to discipline its employee.

The staffing schedule will reflect staffing requirements in FTE hours for each position, including fractions of FTE hours. For any month in which the Vendor does not meet 85% of required FTEs for any position on the minimum staffing schedule, the Vendor shall pay back the State for unfilled hours to the extent such hours fall below the 85% threshold. For purposes of calculating the staffing paybacks, each facility shall be treated separately for determining if the FTE hours for each position are met. As a result, FTE hours worked in excess of the scheduled minimum FTE hours for a position at one facility shall not be used to offset a deficit of FTE hours for the same position at another facility.

In the event the Vendor is to pay back FTEs, the Vendor shall provide a credit memo to the State in an amount that reflects, by position, the number of FTE hours the position is short of 85% of FTE hours set forth in the minimum staffing schedule, multiplied by the combination of the hourly rate and the pro rata cost of employee benefits for the position.

***Please list your agreement to the above listed requirements and the name of any attachments that is required.***

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* + 1. employee training and licensing requirements

All employees shall complete pre-service training, consistent with IDOC policy prior to working in an IDOC facility. The Vendor shall ensure that its employees and any contract staff working at the Facility complete any orientation to the Facility and training (up to five weeks) for persons working in Indiana Department of Correction Juvenile Correctional facilities, as required by the IDOC, including completing any annual in service training as required by the IDOC. IDOC will provide the training at a cost of two hundred dollars ($200) per staff which shall be inclusive of all pre-service training and orientation provided by IDOC, including any subsequent in-service training. The Vendor shall calculate the number of its staff receiving training each month, and provide reimbursement to the IDOC on its next monthly invoice for this training. The Vendor will be responsible for salaries of the Vendor’s staff during any such training.

The Vendor shall ensure all its employees have proper State certification and licensing, if required, upon completion of the training period.

Vendor shall ensure that staff receive minimum professional standard requirements for school nutrition professionals who manage and operate School Nutrition Programs. Professional Standards for State and Local School Nutrition Programs Personnel as required by the Healthy, Hunger-Free Kids Act (HHFKA) of 2010, USDA. The standards set the minimum education standards for State nutrition directors as well as annual knowledge, training and tools needed to plan, prepare, and purchase food. Training standards for School Nutrition Program Professionals are as follows:

**Annual Training Requirements**

Directors - 12 hours

Managers - 10 hours

All Other Staff (working 20 hours or more per week) - 6 hours

Part-Time Staff (working less than 20 hours per week) - 4 hours

Mid-year hires in all categories (January 1, or later- one half of training requirement for each job category

**Training Topics by Key Areas**

Nutrition-1000 Menu planning (1100), Nutrition education (1200), General Nutrition (1300)

Operations-2000 Food Production (2100), Serving Food (200), Receiving and Storage (2500) Food Safety and HACCP (2600)

Administration- 3000 Program Management(3200), Financial Management (330), Human Resources and Staff Training (3400), Facilities and Equipment Planning (3500)

***Please list your agreement to the above listed requirements and the name of any attachments that is required.***

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* + 1. Juvenile offender workers

Vendor will utilize juvenile offender workers to prepare and serve meals in the facilities.

The IDOC will assume the cost of student workers.

Offender workers provided by the IDOC shall not be, nor deemed employees of the Vendor, and the IDOC will be solely responsible for selecting, disciplining, and removing offender workers. The Vendor must follow all applicable federal and state laws, regulations, and rules in connection with use of student labor in the food service area. Students must be under the direct supervision of an employee of the Vendor at all times, and Students may not supervise other students. The Vendor will ensure that its employees notify the IDOC of any inappropriate or illegal behavior by students, and provide written input with regard to any disciplinary violations by students observed by its employees.

Respondent should provide a proposal for a vocational or on-the-job training program that will train students who work its food service operations at the facilities. Such a program will include training to issue “ServSafe” certificates, or comparable certificate training. The Vendor will ensure that its employees treat offender workers in a respectful and appropriate manner, modeling for these offender workers good sanitary and work habits in the food service environment, and where appropriate, model for them fair and effective supervisory skills.

***Please list your agreement to the above listed requirements and the name of any attachments that is required.***

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* + 1. traNsportation of meals

All transportation of food and meals will be the responsibility of the Vendor. The IDOC may, at its sole discretion, provide assistance with transporting food on facility grounds for delivery to students ~~offenders~~, but the IDOC will not allow the Vendor’s employees to use State vehicles.

***Please list your agreement to the above listed requirements.***

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* + 1. Utilities

The Vendor will not be responsible for the cost of providing electricity, heat, water, or sewer, but will be expected to operate in an energy efficient manner, including shutting off all utilities not being used.

***Please list your agreement to the above listed requirements***.

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* + 1. prior experience

Vendor must have a minimum of three years of experience in institutional food service management.

***Please list your agreement to the above listed requirements.***

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* + 1. Uniforms and clothing

All Vendor’s employees shall wear uniforms supplied by the Vendor. The uniforms shall provide foodservice personnel with a neat, clean, professional image and shall designate rank among foodservice personnel. Vendor’s uniforms must receive the approval of the Contract Compliance Director. Juvenile Student workers and employees of the Vendor, when needed, will be provided clean full length bib type aprons by the Vendor. Vendor will provide its employees and the Juvenile Student workers with gloves, hair covering, and any other protective clothing, as needed. Vendor will provide its employees with boots or footwear that meets OSHA requirements for food service.

***Please list your agreement to the above listed requirements and the name of any attachments that is required.***

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* + 1. Performance requirements

Vendor will adhere to the Performance Requirements set forth in “Appendix 1” which is attached to this RFP, and promptly pay any damages liquidated damages assessed by its failure to meet these requirements. The State reserves the right to assess liquidated damages, and other legal remedies, as set forth in this RFP, notwithstanding these Performance Requirements.

***Please list your agreement to the above listed requirements.***

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* + 1. Transition plan

Respondents must provide at Transition Plan for the implementation of services by the \_\_\_\_\_\_.

***Please list the name of any attachments that is required.***

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* + 1. Site visits

IDOC will provide photographs and specifications upon request.

***Please list your agreement to the above listed requirements.***

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