



December 12, 2025

County of Newberry

Purchasing Department  
Request for Proposals # 2025-20

**Newberry County Detention Center Inmate Food Services**

**Proposals are due January 8, 2026 no later than 3:00 PM, Local Time**

**PLEASE NOTE THAT THE VENDOR IS ULTIMATELY RESPONSIBLE FOR  
VERIFYING RECEIPT OF ANY/ALL ADDENDA PRIOR TO THE PROPOSAL OPENING.**

A. GENERAL REQUIREMENTS

- Specifications, requirements, and inquiry answers may be obtained from the following contact:

Crystal Waldrop, CPPB  
Newberry County Procurement Department  
1309 College Street  
Newberry, S.C. 29108  
E-mail: [cwaldrop@newberrycounty.gov](mailto:cwaldrop@newberrycounty.gov)  
Phone: (803) 321-1420

- Proposals will be received at:

Newberry County Courthouse Annex Conference Room  
Procurement Department  
Post Office Box 156  
1309 College Street  
Newberry, S.C. 29108

- Proposals are due **January 8, 2026, no later than 3:00 PM.** Proposals received after this time will be marked “LATE” and will not be considered.
- The deadline for submitting questions is December 30, 2025, by close of business at 5:00 p.m. Questions may be emailed to Crystal Waldrop at the email address above.
- Newberry County reserves the right to reject any or all proposals. Any objections to the specifications/requirements set forth should be filed in writing prior to the proposal deadline.
- No faxed or e-mailed submittals will be accepted.
- Newberry County will evaluate all qualifying proposals. All requirements in this RFP should be satisfied to ensure that the proposal will qualify for consideration. Newberry County desires to receive proposals only from vendors who can demonstrate the specified qualifications set forth in this RFP. The failure of any submitting firm to demonstrate that its qualifications are consistent with the County’s requirements and expectations will result in that firm’s proposal being disqualified.
- The County shall not be liable for expenses incurred in connection with preparation of a response to this solicitation. Vendors should prepare a straightforward and concise description of their ability to meet the requirements of this document.
- All requested information should be provided for a proposal to be considered responsive. However, any firm submitting information that is determined to be substantially inaccurate, misleading, exaggerated, or incorrect, shall, at the County’s sole discretion, be disqualified from consideration.
- This request is NOT a Bid; therefore, any alternate solutions that meet or EXCEED the outlined minimum requirements should be submitted for consideration. Newberry County is interested in all details of other innovative and original ideas above and beyond those discussed in this Request for Proposal.

- All ideas that meet or exceed the minimum requirements will be considered.
- Addenda to this RFP will be posted on the Newberry County Procurement Department's website: <https://www.newberrycounty.gov/purchasing/solicitations>. PLEASE NOTE THAT THE VENDOR IS ULTIMATELY RESPONSIBLE FOR VERIFYING ITS RECEIPT OF ANY AND ALL ADDENDA PRIOR TO THE PROPOSAL OPENING.
- Feel free to contact Crystal Waldrop via email at [cwaldrop@newberrycounty.gov](mailto:cwaldrop@newberrycounty.gov) if any questions arise. No interpretations or clarifications of the meaning of the instructions or Scope of Services will be made orally (except for general information). Every request for such interpretation should be in writing, addressed to Crystal Waldrop and to be given consideration must be received at least six business days prior to the advertised date of opening. All such interpretations and any supplemental instructions will be provided in the form of written addenda and will become supplemental to this Request for Proposal.

Crystal Waldrop, CPPB  
Purchasing Director



**REQUEST FOR PROPOSAL**  
**NEWBERRY COUNTY DETENTION CENTER**

**I. INTRODUCTION**

Newberry County Detention Center is requesting proposals for the procurement of a vendor to provide food services to include meals for approximately 55 to 110 inmates, with an ADP for 2025 of 72 inmates. It is the intent that the chosen vendor will provide support services, as well as potentially service staff for seven days per week.

The initial term for this contract will be for three years, beginning on July 1, 2026, ending on June 30, 2029, and may be renewed for two consecutive one-year terms.

Newberry County Detention Center's current food service operates in an on-site kitchen facility in the current jail, located at 3239 Louis Rich Road, Newberry, SC 29108. The purpose of this contract will be to provide inmate food services to be performed at the current facility, as well as the addition to the facility currently being constructed on-site. Newberry County's Detention Center now operates as a self-operated foodservice kitchen with an inmate capacity of 134 beds, until the new addition is completed. The addition to the facility will have a rated capacity of 137 beds plus numerous holding cells.

**II. OBJECTIVES OF RFP**

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

- A. To deliver high quality food service that can be audited against established nutritional and health standards.
- B. To operate the food service program using corrections-experienced and professionally trained personnel.
- C. To operate the foodservice program in a cost-effective manner with full reporting to Newberry County and the Newberry County Sheriff's Office.
- 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 Newberry County Sheriff's Office and other County offices.
- F. To maintain standards established by Newberry County, SC Department of Agriculture, as well as American Correctional Association (ACA), and the State of South Carolina.
- G. To offer a comprehensive program for continuing staff and inmate training.
- H. To operate the food service program in a humane manner with respect to the inmates' rights to their basic health and nutritional standards.

### III. PROPOSAL PROCESS

The following is a schedule of events concerning the timeline of the selection process:

Distribution of the RFP	December 12, 2025
Deadline for Submitting Written Questions	January 2, 2026
Proposal Due Date	January 8, 2026
Notification of Award	January 21, 2026, tentative

A Pre-Proposal Meeting will be held on December 30, 2025, at 10:00 a.m. at the Newberry County Administration Building. **It is mandatory that all potential vendors attend this meeting.** An on-site tour of the kitchen facilities will take place immediately following the conclusion of the Pre-Proposal Meeting.

A complete original and five (5) exact duplicates of the proposal will be submitted by certified mail or hand delivered to:

Crystal Waldrop, CPPB  
County of Newberry  
PO Box 156 (mailing)  
1309 College St. (ground)  
Newberry, SC 29108

Proposals must be received no later than the submittal deadline at the address set forth above. Proposals received after the deadline will not be considered.

The deadline for questions regarding the solicitation or scope of work must be submitted in writing via e-mail to Crystal Waldrop, Purchasing Director ([Cwaldrop@newberrycounty.gov](mailto:Cwaldrop@newberrycounty.gov)), by the deadline indicated above.

All proposals submitted must be accompanied by a surety guaranty given in the amount of 5% of the proposed first year of the contract amount and may be presented as a certified check cashier's check or bid surety bond from a reputable insurance company authorized to post such bonds in the State of South Carolina.

The awarded contractor shall provide a performance and payment bond equaling 100% of the contract amount presented annually at the onset of renewal.

### IV. PROPOSER'S QUALIFICATIONS

To be considered for award of this contract, the vendor must meet the following minimum qualifications:

- A. The vendor must be organized for the purpose of providing institutional and/or volume food service and must have five (5) years previous correctional foodservice experience with proven effectiveness in administering like size correctional food service programs.
- B. The vendor must provide the ability to perform the contract.

- C. The vendor must have qualified and trained staff with sufficient back-up personnel to successfully complete the contract requirements.
- D. Personnel must include a full-time, corrections-experienced, registered dietitian available for menu development. The vendor must have the central office capability to supervise and monitor the program ensuring satisfactory provision of services. In addition, the vendor must have an alternate emergency preparation site in eastern South Carolina.
- E. The vendor must submit a certified copy of a current financial report of the company. If the company is a subsidiary or division of a corporation, the relationship of the vendor must be clearly delineated in the proposal.
- F. The vendor shall submit a list of five (5) references, including name of institution, address, contact person, and phone number.
- G. The vendor must provide a list of all South Carolina accounts it has provided inmate foodservice for in the last 5 years. This includes any accounts the vendor no longer holds, as well as those currently in place. In addition, Vendor shall submit a contract performance statement to include a listing of any contract deficiency reports or cure notices received from these customers and any inspection deficiency reports received from any State Certifying Agency such as SC Department of Agriculture on any foodservice contract in the last 5 years.
- H. The vendor shall include in the submittal typical salaries and benefits offered to employees for a facility this size.
- I. Vendor shall provide emergency kitchen services to include mobile refrigeration units and a mobile kitchen in event of an emergency or natural disaster and submit documentation of said ability with proposal submittal.

## **V. SELECTION CRITERIA - CRITERIA FOR EVALUATION**

The contractor will be selected based on the written proposal submission and any requested presentations where applicable. The selection committee panel will review and score all submittals individually. The evaluation criteria used to make the selection will be as follows:

- A. (25%) Vendor's demonstrated experience and expertise in correctional facilities. Experience shall include current service in correctional facilities of similar size and volume, as well as experience of staff, district manager, dietitian, transition team, and local and regional support network. Compliance with the American correctional Association's standards for local detention facilities and minimum standards for the operations of jail facilities in South Carolina must be included in the submittal.
- B. (15%) Past history and references. Vendors shall include a listing of references with their proposals to include facility locations, name, and telephone number of each facility's contact person. This list should contain at least two (2) current references, preferably of size and service complexity comparable to the Newberry County facility.
- C. (10%) The vendor's financial stability and condition. (Must submit with response the last three (3) years of audited financial reports, to be provided separately on storage devices)
- D. (15%) Vendor's development of an operating plan for food service that best meets the stated objectives and needs of Newberry County. The operation plan will include a quality assurance plan, proposed staffing, and personnel plan.



- E. (10%) Services and quality if menu offered for price proposed. Includes nutritional quality, menu acceptability, and stated menu standards.
- F. (25%) The cost proposal, broken down by price per meal, per inmate.

Procedure - Responses will be reviewed by a selection committee chosen by Newberry County. Based on the selection criteria, vendors may be shortlisted and who are deemed fully qualified and best suited among those submitting responses may be requested to participate in discussions regarding their proposals.

At the conclusion of potential discussions, the vendors will be ranked based on selection criteria, and final negotiations will be conducted with the highest ranked vendor. If a satisfactory agreement can be reached, the contract shall be awarded to the vendor. Negotiations will be conducted in the order of ranking, with each subsequent vendor until a satisfactory contract can be established. Negotiations will be conducted after the County Council has made the award based on the recommendation of the evaluation committee.

## **VI. METHOD OF AWARD**

The award will be made to the vendor whose proposal is determined to be professionally and technically complete. The selection process may, however, include a request for additional information or an oral presentation to support the written proposal.

The County reserves the right to award this contract based on the evaluation committee's recommendation to the County Council. Price is one of the evaluation criteria; however, the awarded vendor will not be chosen based solely on price. The successful vendor will be chosen based on the qualifications and selection criteria discussed in Sections IV and V of this proposal. Newberry County reserves the right to award the contract to the vendor that is most advantageous to Newberry County.

The successful vendor shall commence work only after the transmittal of a fully executed contract and after receiving written notification to proceed from Newberry County. The successful bidder will perform all services indicated in the proposal in compliance with the negotiated contract.

Newberry County reserves the right to reject any or all proposals for any reason. Newberry County will not pay for any information requested, nor is it liable for any costs incurred by the proposer in the submittal of a response to this request for proposal.

Vendors whose proposals do not meet the mandatory requirements of this solicitation will not be considered for review and shall be deemed non-responsive. After the evaluation of the proposals and selection of the successful vendor, all vendors will be notified in writing of the selected firm.

Newberry County's decision to award this contract will be final.

## **VII. PROPOSAL PACKAGE**

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

### **A. Transmittal Letter**

1. This letter is to be a brief letter, addressed to Newberry County, which provides the following information:
  - a) Name, address, and email of the vendor who can be contacted regarding the response
  - b) Name, title, and telephone number of the contact person for the vendor
  - c) A statement that the submittal is in response to this RFP
  - d) The signature, typed name, and title of the individual who is authorized to commit the vendor to the proposal

### **B. Technical Proposal**

This portion of the proposal must address each item listed below:

#### **1. Introduction**

- a) Company Profile
  - (1) Date organized to provide food service management in institutional and correctional facilities
  - (2) Corporate background and depth of support, including description of parent company, if any
  - (3) Number of employees
  - (4) Number of years doing business
- b) Describe current contracts or business with other correctional food service facilities
  - (1) Client
  - (2) Date of original contract
  - (3) Type/size
- c) Facilities currently certified by State or Federal Accreditation Boards
  - (1) Name of facility
  - (2) Accrediting agency - list all
- d) Company achievements in providing correctional food service management
- e) Corporate and regional office organizational structure
- f) References for addresses and phone contacts

### **C. Operational Standards**

All proposals must clearly define:

1. Procedures for meal delivery to the inmates and staff
2. Quality and inventory control methods and standards
3. Specific procedures for providing safe, sanitary, and secure food service management, including supervision and control of inmate labor and internal security of products and equipment available to inmates.



4. Procedures for dealing with inmate/staff complaints about food and minimizing the potential for inmate litigation
5. Any additional equipment necessary for efficient food service operation
6. Procedures for weekly billing and weekly inventory of food and supplies
7. Operational procedures for service should the on-site kitchen facilities be rendered unusable through disaster, fire, etc.
8. Insurance - Vendor shall provide types of insurance and limits and provisions as contained herein:

<u>TYPE</u>	<u>COVERAGE FEATURES</u>	<u>LIMITS</u>
Automobile		\$500,000
Worker's Compensation	<u>*Necessary regardless of the number of employees and state requirements</u>	
Employer's Liability		\$100,000
Comprehensive General Liability (Including personal injury and Provider's policy.)	County named as additional Insured	\$1,500,000 \$1,500,000

9. Policies and Procedures - The proposal shall indicate the method the vendor will follow in establishing and revising food service policies and procedures.
10. Accreditation - The proposal shall address the vendor's plan to secure and/or maintain any food service accreditation for delivery of food service to Newberry County. All Vendor personnel must currently hold or successfully complete the SafeServe course within three (3) months of hire. All vendor's personnel must attend the inmate supervision class taught by the Newberry County Detention Center's staff.
11. Personnel - Submittals shall provide a list of benefits provided to all employees, including insurance coverage, vacation plan, and other related benefits. If no hourly benefits are provided, the vendor must clearly address their plan for employee recruitment and retention, including hourly wage rates.

## **VIII. SCOPE OF WORK**

### **A. Operation**

1. The average daily population in 2025 thus far, is estimated at 72 inmates. Bagged meals are generally required during terms of General Sessions Court and inmate workers that go outside the facility who will require a meal during the time away from facility.
2. The meals will be prepared at the Newberry County Detention Center.
3. The price per meal charged shall be determined by taking the actual meals ordered or served each day the contract price for that number of meals.

- (1) Inmate workers supervised by Detention Officers deliver meals to each living area. Meals will be served on reusable trays.
- (2) The meal service schedule will be as follows:

Breakfast	4:00 a.m. to 5:00 a.m.
Lunch	11:00 a.m. to 12:00 p.m.
Dinner	4:00 p.m. to 5:00 p.m.

4. The chosen vendor shall provide a short order foodservice menu for members of the Newberry County Sheriff's Office, Central Court/Magistrate's Office staff, and Newberry County Dispatchers. The sale of the food will be treated as a cash service and not included in the contract for food services for the Detention Center Inmates. Menu items for short orders and menu prices will be negotiated and included in the contract for the chosen vendor.
5. Other County departments, as well as the Detention Center staff, may be authorized to purchase meals through the short order menu. Invoicing for additional items purchased by County staff will be billed separately from the services requested in this RFP.

**B. Vendor Service Requirements**

Vendors will be expected to provide the following services as part of the food service program:

**1. Food and Supplies**

- a) Purchase and safely manage all consumable supplies and food products that are required for the food service operation. These supplies and food products shall remain the property of the chosen vendor. The vendor shall provide kitchen cleaning supplies for the kitchen area to be operated in a clean environment. The vendor shall also provide insulated trays for inmates.
- b) Purchase and maintain a sufficient inventory of insulated meal trays, tray drying racks, and meal delivery carts needed to support meal service.
- c) The chosen vendor will be responsible for routine cleaning and housekeeping of food service preparation, service, and storage area and will, on a continuing basis, maintain standards of sanitation required by state and local regulations. The County will provide dumpsters for trash and garbage. The County will pay for the services for garbage pick-up and be will responsible for the service of those dumpsters.
- d) Achieve satisfactory ratings for inspections of kitchen facilities by County and State health agencies. A daily fine of \$100.00 may be imposed to the chosen vendor daily for ratings that fall below the grade of "A".

**2. Licenses, Fees, and Taxes**

- a) Secure and pay all federal, state, and local licenses, permits, and fees required for the operation of the food services provided hereunder. The County is not tax exempt; therefore, sales taxes to be paid shall be included in the price of the overall contract. Sales taxes are to be itemized on the monthly statement, where applicable. The chosen vendor will obtain a City of Newberry business license.

**3. Billing Process and Record Keeping**

- a) Vendor shall submit to the County on the first day of each week, covering the preceding week, an invoice for meals ordered or served whichever is greater. The

price per meal charged to the County shall be described in the proposal and shall be guaranteed for meals for (1) one year.

- b) Access and Records - The vendor shall keep full and accurate records of sales and meal count records in connection with the food services. A copy of said record shall be supplied to the Sheriff or designee on a monthly basis on the first working day of the subsequent month. In addition, all such records shall be available for auditing by the County at any time during regular working hours.
- c) (Future Services) The County may authorize additional departmental staff, other than the Detention Center to receive meals. Chosen vendor shall submit separate invoices for these meals.

**4. Return Facility in Good Working Order**

- a) The awarded Vendor will be expected to return the County's at the expiration of this contract, all equipment provided by the County. The food service premises will be expected to be in the condition in which the Vendor became the contractor for the food services at the Detention Center. Exception will be taken for lost or damaged property that may have been due to a fire, flood, or unavoidable occurrence and except to the extent that said equipment may have been stolen by persons other than employees of the vendor without negligence on the part of the vendor or its employees and providing that all damages and losses are reported to the County for all items covered by this paragraph. The County will be responsible for needed repairs caused by normal wear and tear of the equipment or premises used for the duration of this contract. The County will replace equipment, which in the opinion of the County has exceeded its useful life after consultation with the vendor.

**5. Additional Food Service Requirements**

The vendor agrees to provide any additional food services as mutually agreed upon at prices mutually agreed to such as those items obtained by employees of Newberry County, other than the inmates housed at the Detention Center.

**6. Participation in Client-required Security Training**

Inmate supervision courses will be a requirement for all staff of the chosen Vendor's staff who will be working inside the detention center. The Newberry County Detention Center will be responsible for administering the training at no cost to the contractor.

**7. Uniforms for Vendor Staff**

The chosen Vendor shall provide company issued uniforms that distinguish the vendor's paid staff from the inmates and correctional officers. Uniforms shall fit personnel in a manner that is neat and professional

**8. Daily Processing of Complaints**

Food service complaints from detention center inmates must be processed on a daily basis as follows:

- a) The chosen Vendor's food service personnel shall act upon **all** complaints.
- b) The chosen Vendor's food service director shall be responsible for resolving inmate or staff grievances.



## **C. Menu Specifications**

1. **All proposals must clearly define:**
  - a) Proposed menu(s)
  - b) A nutritional summary analysis of the menu(s)
  - c) Registered dietitian certifications of both the menu and nutritional analysis
  - d) The vendor's specifications for food products and how chosen Vendor will comply
  - e) All proposals must meet or exceed quality of food service as detailed in the scope of work of this RFP
2. **Inmate cycle menu**
  - a) **Menu Cycle**
    - (1) Each Vendor shall submit a three-week cycle menu.
    - (2) Each week will include 21 meals and comply with ACA standards and all standards for inmate foodservice as outlined in the current Minimum Standards for Local Detention Facilities in South Carolina.
    - (3) Submittals will be considered if responses do not provide the menu upon which the cost of service is calculated together with the portion sizes of each menu item. Menus presented after the award will not be allowed to be served unless it has been discussed and approved by the County Detention Center staff.
  - b) **Menu description requirements**
    - (1) Menu items that are submitted in the response must include clearly defined descriptions of food items.
    - (2) All menu items must be listed by weight or volume measurements (e.g. ½ c, 3 oz, wt., etc.). All cake, muffin, and cornbread portions that are cut in a pan must indicate the size of the cut (e.g. 1/60 cut).
    - (3) Meat portions in casseroles must include cooked weight measurements of meat or meat equivalent in each portion.
    - (4) Weights of entrees on menus must be indicated as cooked or raw weights.
  - c) **Balanced menu planning requirements**
    - (1) The menu shall be planned with products and recipes with proven inmate acceptability. Vendors shall include in their responses a method to monitor inmate preferences and make acceptable adjustments when possible.
    - (2) A variety of food flavors, textures, temperatures, and appearances shall be used.
    - (3) **Fruit and vegetable requirements:**
      - (a) To assure a minimum level of menu quality, at least five ½-cup fruit and vegetable equivalents are required each day on the menu. A minimum daily variety of four different fruits and vegetables shall be used to meet the requirement. Items such as fruit drink, rice, and noodles do not qualify as fruit or vegetable equivalents.
      - (b) Menus will provide a minimum of one fruit or fruit equivalent (1/2 c) serving per day (which will count as one of the five minimum fruit and vegetable portions)

(4) Avoid excessive fat calories:

To avoid excessive fat calories and provide more stomach filling bulk on the menu, portions for margarine, butter, salad dressing, and mayonnaise shall be restricted on the menu. A maximum of 1/2 oz shall be used as a margarine or salad dressing portion. Sandwich meals shall include appropriate mustard and ketchup condiments, not unnecessary margarine.

d) Nutritional requirements

- (1) Menus will provide a weekly average of no less than 2,600 calories per day in addition to all required nutrients
- (2) Menus will provide a weekly average of 70 grams of protein per day. This will be met by providing a minimum of two (2) protein servings per day, excluding breadings. A meat or meat equivalent may include meat, eggs, cheese, peanut butter, or soy.
- (3) Menus will provide a minimum of two milks per day.
- (4) No organ meat by products shall be allowed in any ground meat.
- (5) Nutritional analysis – tied to actual recipes and products proposed
- (6) Menu and analysis certified by registered dietitian
  - (a) A copy of the dietitian's ADA registration card shall be submitted with responses.
  - (b) A registered dietitian will approve all menus prior to service and annually thereafter. All meals served will be in compliance with the most recently published Recommended Dietary Allowances and Dietary Reference Intakes for Adults as established by the National Academy of Sciences.

3) **Court and Workers bagged meals**

- a) Currently, the Newberry County Detention Center provides up to ten sack meals daily. When required, these meals are served in place of the regular inmate meals.
- b) Court and other County staff bagged meals will consist of:
  - Two (2) sandwiches made with four (4) slices of bread and 3-oz. meat and/or cheese
  - 2 pieces of prepackaged condiments
  - Fresh fruit
  - Chips or dessert item
  - Beverage (8 oz. container)
- c) Bagged meals are to be billed at regular inmate rates

4) **Medical, Religious Diets, and Special Meals**

- a) The vendor shall provide, at no additional cost, medical diets conforming to physician-ordered specifications of inmates with special dietary needs.
- b) The vendor shall provide, at no additional cost, a lacto-vegetarian and/or vegan diet for all religious requests from the administrative or religious authority. Other meals requested, such as prepackaged meals, shall be provided at mutually agreed upon pricing.
- c) Average number and type

- (1) The average daily number of inmates receiving medical diets has been approximately seven (7) including an average of seven (7) night snack meals to inmates for medically approved diets.
    - (2) The most common medical diet orders are lactose and diabetic
    - (3) The average daily number of inmates receiving religious diets has been none up to the generation of this solicitation.
  - d) The most common religious diet orders are: N/A
  - e) Policies and documentation requirements
    - Responses to this RFP shall include a sample of vendor's corrections diet handbook.
  - f) Nutra Loaf – The vendor shall be able to provide Nutra Loaf that meets all nutritional requirements for inmates designated by the Detention Center. Vendor must comply with all applicable case law regarding the preparation of and service of Nutra Loaf.
- 5) **Staff meals**
- a) Vendor shall detail their recommendations for institution of a staff dining room program and shall provide a separate menu for staff meals.
  - b) Vendor shall be responsible for supplying coffee and accompaniments to the staff break rooms at the Detention Center, and control room areas that are staffed 24/7.
- 6) **Holiday meals**
- a) The vendor shall include in the proposal their policies for serving special meals (spirit lifters) on holidays.
  - b) Proposed menus and holidays shall be identified in each response. A minimum of five (5) *spirit lifter* meals shall be provided annually, including Easter, Thanksgiving, Christmas, and New Year's Day, as well as one (1) meal to be scheduled at the discretion of the Newberry County Detention Center.
  - c) All such meals will be provided at contract rates.
- 7) **Documentation of meals served**
- a) Served menu records - substitution policy
    - (1) Documentation of all meals served, including substitutions, shall be maintained. A plan for assuring nutritional compliance with substitutions shall be provided in response.
    - (2) The vendor shall outline procedures used to assure all meals will be served at appropriate temperatures and in a manner that makes them palatable, neat, and visibly pleasing.
  - b) Standardized recipes
    - (1) Standardized recipes with portion yield data for all items shall be available and utilized.

## **D. Staff Requirements**



- 1) **Staffing plan to provide adequate resources to meet objectives**
  - a) Assign a minimum number of employees per shift to oversee and supervise all aspects of the food service operation.
  - b) Inmate labor may be provided to assist with kitchen cleaning and food service, as the vendor requires, subject to the approval of the Detention Center Director. The chosen Vendor shall be capable of providing all staff should inmate labor not be provided or available.
  - c) Responses will include organizational charts and job descriptions for all staff with their submittal.
  - d) If provided, the chosen Vendor agrees to train and supervise inmate personnel, subject to the overall control of Newberry County.
  - e) The chosen Vendor is responsible for all wages, salary benefits, and overtime payments to their staff.
- 2) **Credentials of vendor staff**
  - a) Vendors shall submit resumes of the district manager as a part of their response.
  - b) Responses will include a description of the qualifications for the food service director they plan to place in the Newberry County Detention Center facility.
- 3) **Employee-related processes**
  - a) Health exams: Vendors agree that its employees assigned to duty at the jail shall submit to periodic health examinations as frequently and as stringently required by law and agree to submit satisfactory evidence of compliance with all health regulations to the County, upon request.
  - b) Clearance requirements: The chosen Vendor's employees who will work in the jail facility must be cleared and approved by the Newberry County Detention Center staff. All employees must comply with the department's written policy and procedures relating to facility security.
- 4) **Supervision and training of inmates**
  - a) If Vendors intend to utilize inmate labor, the vendor shall provide training in food service delivery and management. Submittals shall outline what training will entail as part of the vendor's overall vocational training program.
  - b) Inmates are not permitted to supervise other inmates.
- 5) **Supervision and training of paid staff**

The vendor shall provide training in food service delivery and management. Submittals shall outline what training will be entailed as part of the vendor's overall training program.

**E. Participation in Federal / state programs (include those that apply)**

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

- (2) A weekly inventory shall be taken of all commodities by the vendor. The report shall include for each USDA donated commodity, the commodities on hand at the beginning of the week, the quantity used, the quantity list due to spoilage, theft, or shrinkage, and the balance at the end of the week.
- (3) Commodities received will be used solely for the benefit of those persons in the jail.
- (4) The vendor shall credit to the County's invoice fair market value for USDA products as agreed by the parties.

## **IX. CONTRACT REVIEW**

Newberry County and the food service provider shall, as mutually agreed, conduct quarterly review meetings between the County and the food service provider management team for the evaluation and amendment, if necessary, of the agreement.

## **X. TERMINATION OF CONTRACT**

- A. Termination for Cause: Newberry County may terminate the contract at any time that the contractor fails to carry out its provisions or to make substantial progress under the terms specified in the contract.
  - 1) Newberry County shall provide the contractor with 60 calendar days written notice of conditions endangering performance. If after 60 calendar days written notice, the contractor fails to remedy the condition contained in the notice, Newberry County shall issue an order to stop work immediately and termination of contract.
  - 2) Newberry County shall be obligated to reimburse the contractor only for those services rendered prior to the date of notice of termination, less any liquidated damages at a rate of \$500.00 per day that may be assessed for non-performance
  - 3) If future County Council fails to appropriate sufficient funds to meet a contractual obligation for that future budget year, the contract can be terminated without penalty to the County, and without limiting the county's ability to appropriate other funds for the provision of similar goods or services in that future budget year or years. (County Ordinance 01-02-04, passed 1-4-2004).
- B. Unilateral Right to Terminate: Either party upon receipt of not less than 90 calendar days written notice may terminate the contract on an agreed date prior to the end of the contract period without penalty to either party.
- C. Lack of Funds: Notwithstanding any other provisions of the contract, if the funds anticipated for the continued fulfillment of this contract are at any time not forthcoming, through the failure of the County government to appropriate funds, discontinuance or material alteration of the program under which funds were provided, Newberry County shall have the right to terminate the contract without penalty by giving not less than 60 calendar days written notice documenting the lack of funding.

## **XI. RESPONSIBILITY OF NEWBERRY COUNTY:**

- A. Newberry County Detention Center shall be responsible for and provide:
- 1) Accurate and timely orders for the number of meals to be served to inmates, correctional officers, and staff within two (2) hours of the time for meals to be served.
  - 2) Adequate ingress and egress to all production areas.
  - 3) Adequate heat, lights, ventilation, and all other utilities. Newberry County shall provide local intercom and business telephone service to the vendor at no charge. Telephone services shall be used only for local service, business-related calls. Should the contractor desire local service for personal use and other non-business-related calls or long-distance calls, whether business or personal, a separate telephone not connected to the county system shall be installed at the contractor's expense.
  - 4) Extermination services and removal of trash and garbage from loading dock areas.
  - 5) General maintenance to the building structure including, but not limited to, the maintenance of gas, water, sewer, ventilation, lighting, air conditioning, refrigeration, duct work, floor coverings, and wall and ceiling surfaces. The county's maintenance does not include daily cleaning operations in the kitchen area.
  - 6) Adequate preparation, storage, and holding equipment and maintenance.
  - 7) Security, control, and limitation of inmate movement into, and from the food service area, including physical security of employees, suppliers, and other authorized visitors.
  - 8) Maintain kitchen appliances and equipment in proper working order on an on-going basis

## **XII. COST SUMMARY**

The cost per meal prepared shall be indicated on the bid summary sheet (Attachment A).

The per meal prices stated in this RFP will be firm for the period beginning on the effective date; July 1, 2026, and ending on June 30, 2027. Per meal prices for each subsequent 12-month period shall be adjusted on the anniversary of the effective date by an amount to be determined utilizing the percentage change with the Consumer Price Index Food Away from Home and must be approved by Newberry County prior to increase effective date.

## **XIII. E-VERIFY**

The Contractor and any of its subcontractors must comply with the requirements of the South Carolina General Statutes, if applicable, which require certain employers to verify the work authorization of each newly hired employee through the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies.

The undersigned hereby certifies that he or she is authorized by the vendor listed above to make the foregoing statement.

The County of Newberry reserves the right to accept a response that does not satisfy all requirements but which, in the county's sole judgment, sufficiently demonstrates the ability to produce, deliver, and to satisfy the major requirements set forth in the RFP. The county reserves the right to interview any or all respondents or ask for additional information or clarifications.



## ATTACHMENT A

### Newberry County Sheriff's Office Detention Center INMATE FEEDING COST SUMMARY

Meal prices will be billed on an ordered or served basis, whichever is greater. Special functions and catering meal services will be mutually negotiated. The price increment will be determined by adding the total number of billable inmate meals ordered or served to inmates for the billing week and dividing by 21.

#### **2600 Min. Calorie meals**

Population Range – No Inmate Labor Provided		Price per Meal
51	60	
61	70	
71	80	
81	90	
91	100	
101	above	
Staff Meals		

#### **2600 Min. Calorie meals**

Population Range – 1 Inmate Laboror Provided		Price per Meal
51	60	
61	70	
71	80	
81	90	
91	100	
101	above	
Staff Meals		

#### **2600 Min. Calorie meals**

Population Range – 2 Inmate Laborers Provided		Price per Meal
51	60	
61	70	
71	80	
81	90	
91	100	
101	above	
Staff Meals		

**ATTACHMENT B**

In further description of this proposal, we desire to submit sheets marked as follows:

\_\_\_\_\_  
\_\_\_\_\_

Bidding under the name of: \_\_\_\_\_

Federal Employee Identification Number \_\_\_\_\_

Which is (Check one of the following):

☐ Corporation, incorporated under the laws of the State of:

☐ Partnership, consisting of (List Partners)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

☐ Assumed Name (Register No.) \_\_\_\_\_

☐ Individual

AUTHORIZED SIGNATURE: \_\_\_\_\_

Printed or typed: \_\_\_\_\_

TITLE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

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

TELEPHONE: \_\_\_\_\_

\*\*\*\*\*

When payment on such order or contract is to be directed to the same company at an address different from above, fill in the following address:

\_\_\_\_\_  
\_\_\_\_\_

The chosen Vendor shall not assign this contract without the approval of the Newberry County Council.

\* A detailed and certified financial statement shall be submitted by all corporations. Confidential information shall be clearly marked as such.

**NON-COLLUSION AFFIDAVIT**

State of South Carolina

County of Newberry

\_\_\_\_\_ (name of individual), being first duly sworn, deposes and says that:

1. He/She is the \_\_\_\_\_ (title) of \_\_\_\_\_ (company name), the proposer that has submitted the attached proposal;
2. He/She is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal;
3. Such proposal is genuine and is not a collusive or sham proposal;
4. Neither the said proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other proposer firm or Person to submit a collusive or sham proposal in connection with the contract for which the attached proposal has been submitted or to refrain from proposing in connection with such contract, or has in any manner, directly or indirectly sought by agreement or collusion of communication or conference with any other proposer, firm or person to fix the price or prices in the attached proposal or of any other proposers, or to fix any overhead, profit or cost element of the proposal price of the proposal of any other proposer or to secure through collusion, conspiracy, connivance or unlawful agreement any advantage against the County of Newberry or any person interested in the proposed contract; and
5. The price or prices quoted in the attached proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

\_\_\_\_\_  
Signature

Seal

\_\_\_\_\_  
Title

Date: \_\_\_\_\_

**This form must be notarized**

SUBSCRIBED AND SWORN TO BEFORE ME,

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Notary Public \_\_\_\_\_

My Commission Expires: \_\_\_\_\_



## **PROPOSER'S CERTIFICATION FORM**

To Whom It May Concern:

I have carefully examined the Request for Proposal and any other documents accompanying and shall become part of this Request for Proposal.

I certify that all information contained in this proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the company and that the company is ready, willing and able to perform the services if awarded the contract.

I further certify, under oath, that this proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a proposal for the same service; no officer employee or agent of the County of Newberry or any other proposer is interested in said proposal; and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

It is distinctly understood that the County reserves the right to reject any or all proposals.

\_\_\_\_\_  
Name of Firm

Federal Tax ID: \_\_\_\_\_

\_\_\_\_\_  
Authorized Signature

Phone: \_\_\_\_\_

\_\_\_\_\_  
Printed or Typed Name and Title

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

\_\_\_\_\_  
Mailing Address

Date: \_\_\_\_\_

\_\_\_\_\_  
City/State/Zip Code

(SEAL, if Corporation)

## CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

The undersigned applicant certifies to the best of his or her knowledge and belief, that he applicant and its principals:

- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal Department or agency;
- (b) have not within a 3-year period preceding this proposal been convicted of or had a valid judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) are not presently indicted or otherwise criminally or civilly charged by a governmental entitle (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- (d) Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

Should the applicant not be able to provide this certification, an explanation as to why should be placed after the assurances page in the application package.

The applicant agrees by submitting the proposal that it will include, without modification, the clause titled "Certification Regarding Debarment, Suspension, in eligibility, and Voluntary Exclusion-Lower Tier Covered Transactions" in all lower tier covered transactions (i.e., transactions with sub- grantees and/or contractors) and in all solicitations for lower tier covered transactions.

\_\_\_\_\_  
Signature (Seal if Corporation)  
\_\_\_\_\_  
Title  
Date: \_\_\_\_\_

### **NOTARIZE**

SUBSCRIBED AND SWORN TO BEFORE ME,

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

NOTARY PUBLIC \_\_\_\_\_

My Commission Expires: \_\_\_\_\_



## EXCEPTIONS TO THE PROPOSAL AND SAMPLE SERVICE AGREEMENT

Please list here all exceptions to the RFP (preferably as a typewritten page). Failure to do so may result in disqualification of the proposal. Any RFP clauses to which the vendor does not take exception will assume to be agreed upon by the vendor. For any exception, please reference the appropriate page/section number.

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

**CUSTOMER REFERENCES**

Please provide, at a minimum, five (5) references, at least two (2) of which are **within South Carolina** in which your company has completed. Please use references of comparable projects and government entities.

Agency/Company Name: \_\_\_\_\_  
Street Address: \_\_\_\_\_  
City, State and Zip Code: \_\_\_\_\_  
Contact Name: \_\_\_\_\_  
Contact Phone Number: \_\_\_\_\_  
Date Service Provided: \_\_\_\_\_

Agency/Company Name: \_\_\_\_\_  
Street Address: \_\_\_\_\_  
City, State and Zip Code: \_\_\_\_\_  
Contact Name: \_\_\_\_\_  
Contact Phone Number: \_\_\_\_\_  
Date Service Provided: \_\_\_\_\_

Agency/Company Name: \_\_\_\_\_  
Street Address: \_\_\_\_\_  
City, State and Zip Code: \_\_\_\_\_  
Contact Name: \_\_\_\_\_  
Contact Phone Number: \_\_\_\_\_  
Date Service Provided: \_\_\_\_\_

Agency/Company Name: \_\_\_\_\_  
Street Address: \_\_\_\_\_  
City, State and Zip Code: \_\_\_\_\_  
Contact Name: \_\_\_\_\_  
Contact Phone Number: \_\_\_\_\_  
Date Service Provided: \_\_\_\_\_

Agency/Company Name: \_\_\_\_\_  
Street Address: \_\_\_\_\_  
City, State and Zip Code: \_\_\_\_\_  
Contact Name: \_\_\_\_\_  
Contact Phone Number: \_\_\_\_\_  
Date Service Provided: \_\_\_\_\_