

Alabama Department of Youth Services
Food Services Specifications
ITB 14-X-2252764

This agreement is made and entered into by and between the Alabama Department of Youth Services, an agency of the State of Alabama (herein after called "Department"), and supplier (herein after defined "Awarded Vendor") for the provision of a complete food service operation at the following facilities operated by the Department: Mt. Meigs Complex, Mt. Meigs, Alabama; Vacca Campus, Birmingham, Alabama; and Autauga Facility, Prattville, Alabama;

Financial Arrangements:

The Department agrees to pay supplier in accordance with the number of meals served to students at the facilities. The Department will not pay for meals that do not meet the USDA Meal Pattern. The supplier is responsible for obtaining an accurate meal count of students served at each meal. The price per meal shall be guaranteed for twelve (12) months commencing on the first day of the DYS fiscal year (October 1st) and continuing through the last day of that fiscal year (September 30th). If renewed for a second through fifth year, each year will begin and end with the fiscal year. Prices per meal will be adjusted for the second through fifth year using the most recent July producer price index (PPI) for finished goods and in accordance with the percent change for the previous 12 months. Supplier is responsible for researching and furnishing this average percentage to the Department which the Department will verify and adjust the price per meal accordingly on October 1 of the next renewable year.

Services to be Provided

Supplier shall provide a complete food service operation at the facilities designated herein. The specifications and standard required shall be those as outlined.

Other Agreements:

1. Supplier agrees that it will at all times during the existence of this agreement indemnify and save harmless the Department against any and all liability, loss, damages, cost or expense

which the department may hereinafter sustain, incur, or be required/ordered to pay as a result of any actions or inactions of the employees, agents, or volunteers of the corporation.

2. Supplier agrees that it (and its employees) will not be subject to the same benefits from the State of Alabama as State merit workers.
3. It is agreed that the commitments contained herein by the Department shall not constitute a debt of the State of Alabama in violations of Article XI, Section 213 of the constitution of Alabama 1901, as amended by Amendment No. 26.
4. Supplier agrees to maintain and make available all records, books, audit working papers, etc., relevant to funds received from the Department. Said records, books, etc., shall be readily available to the Department USDA, Child Nutrition representatives, the State of Alabama Examiners of Public Accounts representatives, Comptroller General and any other representatives from other organizations that provide policies and procedures under which the Department operates upon request. Proper documentation must be obtained or retained in accordance with current state record retention schedules.

For venue purposes, it is expressly understood by the parties that any and all disputes and lawsuits arising out of a contract with the Alabama Department of Youth Services shall be brought in the appropriate court in Montgomery County, Alabama.

General Specifications

The following general specifications apply to all facilities:

1. Standards: Supplier shall meet the following established standards for food service:
 - A. Standards and accreditation standards (American Correctional Association) for Juvenile Training Schools, current edition, Part four.
 - B. State of Alabama, Department of Education, Child Nutrition Program,
 - C. All laws, ordinance, regulations, orders and directives issued by any Public Health Agency or other regulatory agency related to sanitary, safe operation of food service.
 - D. Energy Policy and Conservation Act (Appendix C: OMB Circular No. A-102, Attachment O, paragraph 14.j)
 - E. Provisions of the Contract Work Hours and Safety Standards Act for those contracts

involving food service workers whose duties are manual or physical in nature.
(Appendix C: OMB CAIRCULAR No. A-102, Attachment O, paragraph 14f)

- F. Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions. (Appendix A: 7 CFR Part 3017
 - G. Section 306 of the Clean Air Act (42 USC 1857(h)), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738 and Environmental Protection Agency regulations. (Appendix C: OMB Circular NO. A-10, Attachment O, paragraph 14.i)
 - H. Executive Order 11246, entitled “Equal Employment Opportunity”, as amended by Executive Order 11375 and Department of Labor Regulations. (Appendix C: OMB Circular No. A-102, Attachment O, paragraph 14.c)
 - I. Shall meet the requirements of USDA Section 210.16 (C)
2. Policies and Procedures: Supplier shall have written policies and procedures, which are acceptable to the Department, facility and certifying authorities. Policy and procedure manuals shall be available to the facility and/or department at all times.
3. Physical Plant; Each facility will place all of it’s food service facilities, equipped and ready to operate, under the supervision of the supplier. If any additional equipment is deemed necessary for the efficient operation of the food service at a facility, a list of such needed equipment and estimated cost may be submitted to DYS for review. This does not guarantee that such equipment will be purchased by the facility. The representatives of the State shall at all times have ready access to the premises to inspect and insure that property furnished is being used and maintained in a manner that meets current accreditation and certification standards. The facility shall furnish a suitable equipped area for the performance of the food service function, the furnishings shall be subject to mutual agreement of both parties, and such fixtures and equipment shall be maintained in a manner that is acceptable to any governmental supervising agent. The facility will be responsible for all equipment repairs and replacement of equipment. It is understood, however, the facility cannot guarantee an uninterrupted supply, but will exercise due diligent efforts to furnish same. It will be the suppliers’ responsibility to notify the facility and/or the Department’s designated person in writing of any maintenance or to include repairs to equipment or facility as soon as the need is recognized. The supplier will take reasonable care of equipment furnished by the facility and protect it from misuse, damage or destruction due to negligence, which shall be repaired or replaced by supplier. Supplier will provide reports to the Department on a requested

timetable on the condition of the equipment and the necessity to replace or repair equipment. Supplier is not authorized to make purchases of equipment or services in the name of the Department.

- A. Utilities and Maintenance: the facility will provide heat, light, power, water, natural gas and refrigeration necessary for an efficient operation. Telephone service will be provided by the facility, however, the cost of a separate telephone line and all non-local calls will be the responsibility of the supplier. General maintenance of the building shall be the responsibility of the facility. Cleaning will be the responsibility of the supplier. The facility has ultimate authority and control over the physical plants, but shall not exercise such authority in a way that causes unreasonable interference with the supervising authority of the supplier.
- B. Regulation Compliance: Supplier shall agree to comply with the following regulations, as they may be necessary to promote the safety, care and cleanliness of the premises and the preservation of good order.
- No openings, sashes, sash doors, windows or glasses that admit or reflect light into the premises or any other part of the buildings shall be curved or obstructed, without consent of the facility and/or Department's designated agent.
 - The toilets, washbasins and any other equipment shall not be used for any purpose other than those for which they are constructed. No sweeping, rubbish or other substances shall be thrown herein.
 - No alterations shall be made on the premises, no additional partitions or fixtures be installed in said premises, no painting or changing the walls in said premises without the consent of the facility's designated agent.
 - No nails or screws shall be driven, screwed or otherwise placed on the walls or any other part of the building, nor shall said premise be defaced or injured in any way without consent of the facilities designated agent.
 - No sign, advertisements or notices of any kind shall be painted, inscribed on or affixed to any part of the premises until the sign, advertisements or other notices are approved by the facility's designated agent.
 - Supplier shall not remove or permit the removal from the premises any fixture, equipment and supplies furnished by the facility or any supplementary supplies (Linen, paper, supplies, etc.). If removal of equipment, fixtures or supplies is required, then supplier must request such in writing to the Department. Supplier shall not do or permit anything to be done on the premises, nor bring or keep on the premises anything which will in any way increase the fire insurance rate or which will

constitute or create a dangerous hazardous condition.

4. Supply items: Supplier shall meet the following standards of supply items

Consumable Supply Items:

- A. An inventory of consumable supply items such as glassware, trays, serving utensils, etc., shall be conducted by the existing supplier in the presence of the incoming supplier with the facility or department representative also present. The supplier is responsible for notifying the facilities designated agent of any necessary purchases needed in order to bring the inventory up to any adequate level, as determined by each facility. The cost of replacing all small supply items due to normal wear and tear will be borne by the Department. The cost of replacing all small supply items lost due to reasons other than normal wear and tear, not including damage due to negligence on the part of supplier, shall be borne by the supplier.

Non- Consumable Supply Items: The facility will furnish non-consumable supply items such as trash containers, water hoses and hand trucks. Supplier shall replace these supply items if supplier exhibits negligence or carelessness in the use of these supplies.

5. Personnel: Supplier shall furnish the necessary qualified personnel who will insure the food service department is being operated with quality standards that are acceptable to the facility. Supplier shall pay these employees. Their payment shall include salaries, workmen's compensation insurance, employer's portion of State and Federal taxes, Unemployment Compensation Tax, Social Security Tax and Health Insurance. It is understood that such employees are subject to the supplier's direct supervision and approval, and that each employee shall consider himself a member of the supplier's staff. The facility personnel policies as outlined in the Department Policy and Procedure manual shall take precedence over the supplier. Supplier shall locate on-site sufficient personnel to supervise and perform routine functioning of the food service. In addition to on-site personnel, sufficient personnel shall be employed by the supplier's corporation to keep the facility current on new food products, menu and recipe development, appropriate research, new production equipment and methods of preparation and service. Consultation with supplier supervisory staff will be requested and utilized by the Department administration as deemed necessary for proper functioning of the food service. Supplier shall have replacement staff available to insure

continuity of service in the event of inclement weather, resignation, dismissal, accident or illness of on-site personnel. The expense of temporary employees of transfer shall be borne entirely by supplier.

- A. Organization Chart: Supplier shall submit with ITB, on-site manning and an organizational chart showing both on-site functions and support by the supplier in the areas of administration, procurement, accounting, and other support areas. This chart shall be maintained during the contract period listing the names of the people in the various positions and made available to the Department upon request.
- B. The Food Service Director: The food service director shall have a minimum of three (3) years experience in food service management. The Department representative shall have review and approval of the qualifications of the food service director. To provide continuity of service to the students during the term of the contract, the food service director will not be transferred or changed unless mutually agreed upon by the Department and supplier.
- C. Licensed Registered Dietitian: The supplier must describe in detail, in their bid, how a licensed registered dietician will meet the responsibilities outlined below for the entire food service operation. The registered dietician must be licensed to practice in the State of Alabama. Supplier must provide a copy of the Dietician's Alabama Dietetic/Nutrition license to the Department. The supplier shall employ for the entire food service operation a registered dietician licensed to practice in the State of Alabama a minimum of 32 hours each week. Supplier must provide a copy of the Dietician's Alabama Dietetic/Nutrition license to the Department. Responsibilities of the registered dietician employed by the supplier will include:
 - ◆ Write menus to be reviewed and approved by the Department using any input available from the students at each facility.
 - ◆ Calculate modified diets and implement diet changes as diet orders are received. Provide training and assistance to the supplier's employees as it relates to modified/special diets for students.
 - ◆ Monitor production and tray line operation to ensure that meals are served correctly.
 - ◆ Prepare nutrient analysis of all cycle menus before they are implemented for calories, fat, protein, carbohydrates, vitamin A, vitamin C, calcium, iron, sodium and cholesterol and furnish this information to the Department representatives.

- ◆ On-site visits to all dining areas during meals to evaluate the service of food to students including delivery where required, temperatures, appearance of food, and students likes and dislikes. Submit a written report monthly to the Campus Administrators and the Department's Child Nutrition Coordinator.
 - ◆ Ensure that students attending special events such as cookouts receive appropriate foods.
- D. Food Service Manager: The supplier shall employ at each facility a full time manager who will oversee the daily operations of the food service.
- This manger must have a minimum of one (1) year experience in food service supervision.
 - Every effort should be made by the supplier to keep these positions filled at each facility but in the event a vacancy does occur, then the food service director will be responsible for the day-to-day operation of the food service at the facility where the position is vacant. At no times should the facility food services be without adequate supervision.
 - The supplier shall provide annual training for its unit managers covering CNP guidelines and regulations.
- E. Dress Requirements: Supplier personnel shall, at all times, represent a neat and clean appearance. Clean uniforms of a standardized design are to be worn daily. Appropriate and clean footwear are to be worn.
- F. Food Permits: Supplier shall be responsible for obtaining and renewing annually a food permit from the local health department. Each site/facility shall have its own food permit. The cost of the food permit shall be borne by the supplier.
- G. In service Training: Training is to be consistent with the objectives of the facility and the staffing of its food service department. Supplier shall have written policies and procedures, which provide for the continuing education of food service personnel. In-services are to be conducted and attended at least once a month. Topics to be included in training are, but not limited to, sanitation, safety, infection control, fire and disaster training, portion control, modified diets, and students confidentially and rights. The requirements of individual facilities will vary. The food service manager at each facility may be asked to attend facility staff meetings. Supplier is responsible for an orientation training session to each facility for every employee. Orientation training must cover the Department's policy and procedures, especially in the area of security. The

Supplier can request assistance from the Department representative for this orientation. Supplier is responsible for documenting orientation training. The cost of supplier's employees' salaries for attending the orientation will be borne entirely by the supplier. During the operation of the contract, supplier must adhere to the food services standards set forth by the American Correctional Association (ACA). All training related to the ACA food service standards must be documented by the supplier's employees.

- H. Labor Problems: Should labor problems or other legal problems arise to the extent that legal advice and assistance are necessary, it is agreed the expenses shall be borne by the supplier, and there shall be no direct cost to the facility or Department.
 - I. Tuberculosis and Hepatitis B Screening and Immunization: All suppliers and employees shall be free of communicable disease and shall comply with the policies and procedures of the facilities. The supplier will be responsible for any and all cost of screening and immunization.
6. Seasonal Cycle Menus: Supplier shall use four different seasonal cycle menus (Fall, Winter, Spring and Summer). The Supplier with the assistance of the Department representative and the facility will survey students at each facility to learn their likes and dislikes before a cycle menu is established and whenever possible will incorporate the results of this survey into the menus. The first set of menus, which are to be provided to the Department representative within one month of contract acceptance, will be the only exception to this input from students.
 7. The supplier shall provide Certification Regarding and Disclosure of Lobbying Activities, pursuant to 31 USC 1352, (Appendix A: 7 CFR Part 3018
 8. The supplier shall provide meals free to all DYS residents. Additional a la carte food service may be offered to DYS staff. Prices for these staff meals must be approved by DYS and must be developed in accordance with FCS Instructions 782-5, Pricing of Adult Meals in the National School Lunch and School Breakfast Programs.

Nutritional Needs

Acceptable calorie level for each day for three-meal plan, excluding snacks, will be 2800 to 3200

calories. Acceptable calorie ranges for breakfast will be 450 to 600 calories and the lunch calorie range must be 750 to 850 calories. As circumstances may require, the Department may adjust the minimum caloric intake for students.

The supplier will be responsible for furnishing to the Department if deemed necessary by authorized Department employees a daily breakdown of not only calories for all three meals but the percentage of carbohydrates, protein and fat presented.

The nutritional needs of the students shall be met in accordance with the most recent edition of the recommended dietary allowances for the Food and Nutrition Board of the National Research Council, adjusted for age, sex, activity and disability.

Typical serving sizes shall not be reduced simply because the RDA has been met.

At a minimum, the daily meal plan shall consist of:

Breakfast:

Breakfast Components/Food Items:

- Milk (as a beverage)
- Meat or Meat Alternative
- Juice/Fruit/Vegetable (one serving of juice, fruit or vegetable)
- Grains/Breads
- ✓ Fruit or a full strength fruit or vegetable juice fortified with Vitamin C. Seasonal fresh fruits and juices will be alternated within each week to provide variety.
- ✓ Breakfast meat or meat alternatives served at least five (5) times a week :
 - Meat Alternatives: Eggs (to be equal to two (2) whole eggs); Cheese (2 oz); Dry beans; peanut butter; nuts and/or seeds (no more than 1 oz of nuts and or seeds may be served in any one meal)
 - Breakfast Meat; sausage or ham (no bacon). A breakfast meat must be served no less than five (5) days per week.
- ✓ Cereal or Bread
 - Cereal; Whole-grain or whole-grain Grits, hot cereal or box (ready to eat) of fortified dry cereal. Cereal is to be alternated for variety.
 - Bread; Two each of biscuits, toast, waffles and pancakes. One each of muffins, cinnamon rolls, coffeecake, pastries or doughnuts.
- ✓ Milk; students must be provided with 1% or skim as indicated and appropriate for

prescribed diets (flavored milk must be fat free), shall be served at breakfast each day.

- ✓ Condiments: As appropriate – Jelly, sugar, syrup, honey, margarine, ketchup, salt, pepper and any other condiments deemed appropriate for food items being served.

Lunch

Food Components

- Milk (as a beverage) a choice of milk must be provided at lunch
- Meat or meat Alternative
- Vegetables/Fruits (one cup serving of each)
- Grains/Breads (2 oz. minimum per day)

Entrees

- Provide a variety of lean meats, fish and poultry
- Provide entrees without added fat

Vegetables/Fruits

- Provide a variety of vegetables (to include vegetables high in fiber)
- If salads are provide they must include a mixture of raw vegetables (provide reduced-fat or nonfat dressings)
- Provide a variety of fruits (to include whole/cut-up fresh fruits, canned fruits must be in light syrup)

Grains/Breads

- Provide a variety of grains and breads
- Breads must be whole grain (to include cornbread, rolls, buns and specialty breads as appropriate)
- Other items in this area can include, but not be limited to, cooked rice, macaroni, noodles and pasta products
- Minimum of 2 oz. per day

Milk

- Milk; students must be provided with a choice of 1% or skim as indicated and appropriate for prescribed diets (flavored milk must be fat free), shall be served at lunch each day

Condiments

Appropriate condiments must be provided with the meals.

Different methods of seasoning foods without the addition of salt/margarine must be used (low sodium bases, herbs, spices, etc.)

Per the Department's participation in the Child Nutrition Program targets for the following nutrients have been established and must be met for the lunch meal of total calories.

- Saturated Fat < 10%
- Sodium \leq 740 mg
- Trans fat = 0 grams

Note: It is the responsibility of the supplier to become knowledgeable of the Child Nutrition Guidelines and to observe these guidelines in the serving of food

Example: Five (5) servings of fruit and vegetables must be offered each day.

Dinner/Supper

Dinner meals must be meals consistent with high student preferences, containing popular student-friendly food items.

A variety of meats/ entrees should be provided to include, but not limited to, fried and baked chicken, ground beef, pork products, fish and pizza.

- ✓ Meat/Entrée and Casseroles: Meat entrees should be no less than six to eight (6 to 8) ounce cooked weight. Entrée casseroles are to be served no more than three (3) times each week and should have four to six (4 to 6) ounces cooked weight of meat.
- ✓ A variety of starches and vegetable; pasta, rice, real baked and mashed potatoes, lima beans, etc., should be at least a four (4) ounce serving size.
- ✓ Non Starch Vegetable; should be at least a four (4) ounce serving size. Stems and pieces are not acceptable.
- ✓ Garden salads should consist of a variety of raw vegetables with appropriate dressing.

With a serving size no less than a cup. Fruit salads and gelatin salads are acceptable.

- ✓ Bread; at least one serving per meal. Whole grain breads to be used with the exception of prescribed or individual preference for enriched white bread. Rolls, cornbread, buns and specialty breads shall be served as appropriate.
- ✓ Desserts; A variety of desserts must be provided daily. Ice cream is to be included at least 2 times per week.
- ✓ Fruit; A variety of canned and fresh fruits to be served each day.
- ✓ Beverage: Tea or other beverage acceptable to the students can be served at the dinner meal. Calorie count per 12 oz. serving cannot exceed 150 calories.
- ✓ Condiments: As appropriate for food items being served - sugar, artificial sweetener, ketchup, mustard, mayonnaise, pepper sauce, pickles, margarine, salt and pepper, etc.

Additional Requirements

- ✓ Low-Calorie diets shall be prepared in a manner that allows students to have as much food as possible while maintaining the appropriate calorie level, to include use of a different recipe or different menu items.
- ✓ Sandwiches for lunch must only be served twice a week.
- ✓ Processed meats must be low in sodium.
- ✓ Soft drinks or other beverages can be served if specified by physician's order.
- ✓ Students shall receive a minimum of two (2) eight ounce (8oz.) servings of milk each day in compliance with the Child Nutrition Program.
- ✓ Fifteen servings of grains/bread per week
- ✓ Student preferences will be honored. The supplier shall give attention to student medical, cultural, programmatic, religions, psychological, ethnic, as well as nutritional needs. The food products shall be popular with the students, familiar to them, common to this geographical area, and may be used to introduce new foods the students may encounter in an outside setting.
- ✓ Perishable cold foods served at forty-five degrees Fahrenheit (45° F) or below
- ✓ Perishable hot foods served at one hundred forty degrees Fahrenheit (140° F) Serving shall not begin until appropriate temperature is reached.
- ✓ Supplier to furnish only plastic disposal eating utensils (example: forks) to students each meal. No metal type flatware is to be available to students at any facility for any reason.
- ✓ Standardized Recipes; Supplier shall follow standardized recipes which shall be furnish with ITB a total of four (4) examples of standardized recipes for breakfast, lunch, and

dinner meals each. The recipe file shall be available to the facility and appropriate regulating agencies.

- ✓ There will be a minimum of seven (7) meals a week where the entrees will be prepared on-site and not delivered frozen or prepackaged from a different location.

Purchasing Specifications

Supplier shall agree to participate with the facility in the USDA food distribution program. Supplier shall use this program to its maximum advantage and to provide variety in meals. Supplier shall plan menus to include the appropriate use of government commodities. Supplier shall comply with all regulations governing procurement of commodities in accordance with the commodity agreement for residential institutions. The books and records pertaining to the suppliers dining operation shall be available for a period of three years from the close of the federal fiscal year to which they apply for the inspection and audit by representatives of the Surplus Commodity Distribution Agency, Department of Agriculture and any other applicable state agency at any reasonable time and place. All transportation, storage and other miscellaneous cost associated with this program shall be the responsibility of supplier. All cost associated with improperly stored or damaged commodity foods will be borne by the supplier. All paperwork pertaining to pick up, storage and use of Commodities will be the responsibility of supplier. Supplier shall comply with all requirements governing procurement of commodities in accordance with the commodity agreement of residential institutions. It's the supplier's responsible to maintain records of the cost of commodities and the reduced cost of meals realized from using commodities. These reduced costs are to be credited to the monthly invoice for each facility.

The following purchasing specifications shall be adhered to:

1. Supplier must identify any soy products that they are intending to use/serve. If awarded contract any new soy products must be approved by the Department prior to implementation.
2. Purchasing all bakery products is not acceptable. "Home Baked" or "Bake/Off" products will be prepared and served at least seven (7) times a week.
3. Beef and Lamb: USDA choice
4. Pork and Poultry: U.S. No. 1 (Grade A)
5. Sausage, Variety Meats and Provision: U.S. No. 1 (Grade A)

6. Fish and Seafood: USDA Grade A: Fresh products with nationally distributed brand, packed under U.S. Department of Interior Inspection.
7. Ground Beef: USDA Grade A
8. Canned Fruits and Vegetables: U.S. fancy and choice grades.
9. Frozen Fruits, Vegetables and Juices: U. S. Grade A fancy.
10. Fresh Fruits and Vegetables: U.S. fancy or No. 1
11. Milk and Dairy Products: U.S. Grade A
12. Eggs: Fresh, grade AA medium.

Food Distribution and Production requirements:

Supplier shall provide food on each day of each week, and during such hours of each day as defined by the facility. Evening snacks are to be prepared for delivery to students sleeping areas along with any supplies required. Transportation of meals to buildings other than the dining hall will be the responsibility of DYS employees. Each campus will provide covered trays to transport meals to buildings other than the dining hall. The marking and cleaning of these containers is the responsibility of the supplier. The facility and/or department representative reserves the right to monitor food preparation, tray line to be addressed immediately between the department representative, facility, food service director and food service manager.

1. Maintenance of Food Quality and Temperatures: Batch cooking shall be mandatory to maintain quality and appropriate temperature of foods. Temperature of food on the tray line serving transported trays should be minimum of one hundred seventy degrees Fahrenheit (170° F), in order to maintain a minimum temperature of one hundred ten to one hundred twenty degrees Fahrenheit (110° to 120° F), at the time of service to student. There shall be a maximum of fifteen minutes time from plating to scheduled meal times at various meal sites of the facility unless the Department employees are responsible for the plating process. Two to three deliveries per meal site may be necessary to meet the needs of the students. The requirements to individual facilities will vary.
2. Special preparation: Separate preparation for mechanically altered and/or therapeutic/special diets i.e., pureed, chopped, low-sodium, low cholesterol, diabetic, etc., may be necessary. Supplier must include sample menus of therapeutic/special diets. Supplier must also demonstrate how their employees will be trained in preparing

therapeutic/special diets and the frequency of that training. The menu for therapeutic/special diets cannot be identical to what is being served to the regular population. Foods for any modified diet shall be appropriately seasoned and as normal in appearance as possible. The quality of mechanically altered foods must be acceptable to the facility. Bread shall not be used to extend blended foods.

3. Special Events: special events and meals shall be scheduled by the facility. Examples of scheduled events include but are not limited to: New Years Day, St. Valentines Day, Easter, Fourth of July, Halloween, Thanksgiving and Christmas. The dates, menu, etc, for these theme meals are to be furnished to the Department in advance for approval. These special events shall be borne by the supplier. In addition to these special events supplier is to furnish other theme meals and to provide a listing with ITB. Any special events such as birthday parties for students are to be included in this listing.
4. Between Meal Snacks: Two snacks shall be included as part of the daily meal service for the students. The snacks cannot be included as part of the daily calorie intake. This snack shall be delivered as outlined in each facilities specifications and the cost of these snacks shall be included in the guaranteed meal price. Student preferences are to be considered and a beverage served with the snack if appropriate. Daytime snacks shall be juice and a high energy snack (i.e. honeybuns, peanut butter/cheese crackers, strawberry bars and other like snacks) and night time snack shall be a beverage to be served with a sandwich.
5. Recreational Meals: Supplier will provide meals for recreational activities of the students if requested by the facility. The supplier and facility will consult and produce a menu to be followed. These meals will replace a meal noted on the seasonal cycle menu and may include picnics, cookouts and sack lunches. Sack lunches are to have at least two sandwiches, fruit, chips, cookies, drinks and condiments. These meals are to be included in the guaranteed meal price. Such meals shall include any needed paper goods, disposable utensil, etc, as well as food.
6. To Go Meals: Occasionally to-go meals will have to be prepared by supplier. A To-Go meal will be needed if a student has to travel away from the facility and will miss the regular scheduled meal. Examples of students needing to travel can include but is not limited to: an early release (prior to scheduled meal being served), student leaves facility for medical or legal appointment. All to-go meals must be consistent with the nutritional

requirements noted earlier. All cost of needed supplies for this type of meal will be borne by the supplier.

7. Family Style Dining: At the request of the facility, food will be provided in bulk or family size serving dishes for family style service to students. Appropriate serving dishes and utensils are to be furnished by the Department. Individual sizes of condiments are to be furnished by the supplier. The requirements of individual facilities may vary.
8. Disaster Preparedness: Supplier shall submit, with the bid, a plan for disaster preparedness demonstrating the ability to provide immediate food service operation in the event of a natural or man-made disaster, i.e. hurricane, chemical spill, tornado, etc. A listing of emergency replacement personnel for the Montgomery and Birmingham areas must also to be furnished with the ITB. The supplier shall have on hand emergency food supply for immediate distribution.
9. Board Meetings, Etc.: Supplier shall also provide any additional food items for quarterly Department board meetings and yearly board receptions and monthly Campus advisory boards at no additional cost to the Department. Food items to be served will be agreed upon by the supplier and Department representative. If the advisory board meeting is held at the same time as the time of students scheduled meal times, the same menu served to the students will be served to those advisory board members. Any exceptions are to be brought to the attention of the Department's food service representative for approval. The supplier will furnish all supplies, serving utensils and transporting cost at no additional cost to the Department.
10. Exceptions from Steam-line Served Meals: The campus administrator of each facility or their designated assistant will be the recognized authority for deciding when students will be served in the dorm/cottage. Reasons that students would be fed in their dorms/cottages are, but not limited to: inclement weather, facility on lock down, student illness and student away from campus due to court appearance.

Sanitation

Supplier shall utilize proper sanitation techniques in the total food service operation to comply with standards set forth under General Specifications #1 c of this document governing the

manufacture, preparation, display and service of foods, confections and beverages. Supplier shall be responsible for the cleaning of all areas of the food service building. The requirements of individual facilities may vary. Supplier shall have written policies and procedures to insure sanitary practices in regard to the following and shall furnish a copy of these policies and procedures with their bid package:

1. The physical plant should be clean and sanitary at all times and is subject to inspections by Health Department representatives, DYS representatives and other auditors.
2. All needed repairs or maintenance of the facility building or equipment should be reported to the facility agent within one working day. It is the responsibility of the supplier to maintain records of requested repairs and the action taken by the facility.
3. Copies of all Health Department inspections are to be forwarded to the DYS representative. If an inspection obtains a score below 80, then an emergency situation exists and will be corrected immediately by DYS representative and the supplier. Failure to correct problems on the part of the supplier can result in the cancellation of contract.
4. Purchase of a sound food supply and its storage.
5. The equipment and utensils
6. Personal hygiene and work habits of food service personnel who are to be checked daily for clean uniforms, personal hygiene, necessary hair coverings, and gloves for handling and serving food. Supplier's employees who are working on a tray line must at all time wear hair coverings and gloves.
7. Food handling techniques in all aspects of receiving, storage, preparation, transport and service.
8. Placement of all trash and garbage in the area designated by the facility. The facility shall have the garbage removed from the designated area.
9. All used cooking grease/fat will be placed in a grease recycling container for disposal.

Supplier must have a Hazard Analysis and Critical Control Point (HACCP) plan developed and ready to implement. Supplier must include in bid how the HACCP plan will be reviewed and updated and how the supplier's employees will be trained in applying the HACCP principles. A brief overview of the supplier's HACCP plan must be submitted with the bid.

Pest Control

Supplier shall report any need for pest and rodent control to the facility's designated agent within one working day of discovery on the need. All reasonable and appropriate efforts to prevent

insects and rodents opportunity for infestation shall be made by the supplier.

Accounting Principles

Supplier shall utilize generally accepted principles and practices in the maintenance of accounting record of the food service operation. Supplier shall permit facility, State, or Federal representatives to audit its accounts, verify all reports, records and data, and obtain other desired information by direct reference to books, correspondence, memorandum, and other records which are pertinent to the food service operation.

A monthly invoice from suppliers is to be furnished one month in arrears showing the total meal count, price per meal and total cost. An attachment of daily meal count for each facility should be included with invoice.

- a) Supplier shall make the following information available to the Department if requested:
 - i. Weekly invoice report
 - ii. Weekly operating report
 - iii. Quarterly budget analysis
 - iv. Monthly operating statement showing:
 1. Student's meals for breakfast and lunch.
 2. Student's meals for breakfast, lunch and supper.
 3. Cash meals (facility staff, visitors).
 4. Free Meals (supplier's employees only if applicable).
 5. Food cost—indicating the following:
 - a. Meat, eggs, and cheese
 - b. Vegetables and produce
 - c. Staples
 - d. Dairy
 - e. Ice Cream
 - f. Bakery
 6. Supplies
 7. Labor cost; including fringe benefits
 8. Cash receipts
 9. Each days cost per student
 10. Rebates and trade discounts

11. Extra meals (double portions)
12. Late admissions
13. Sleep-in meals
14. Snacks for medication
15. Party functions
16. Commodity food credit

b) Daily Meal count

- i. Supplier must reduce the number of meals charged by the students who do not attend any particular meal if supplier is provided with written notification at least twenty-four (24) hours prior to the requested mealtime.
- ii. The daily meal count will not include any students who are absent from the facility due to temporary visits or other reasons.
- iii. The number of meals served to Department of Corrections adult inmates are to be included but separate from the student meal count.

Taxes and Insurance

- 1) Supplier agrees to furnish within three (3) days of receipt of award of contract food products liability insurance in the amount of not less than \$1,000,000.00 bodily injury for one person, not less than \$2,000,000.00 bodily injury in the aggregate and not less than \$1,000,000.00 property damage, and to identify and hold the facility harmless from and for the risks herein covered, and to name the policy or policies, and furnish certificate thereto, in connection with goods and services furnished by supplier. The cost of such insurance shall be borne by supplier.
- 2) Supplier agrees to **furnish with bid a copy** of contract public liability insurance in the amounts of not less than \$1,000,000.00 bodily injury for one person, not less than \$2,000,000.00 bodily injury in the aggregate and not less than \$1,000,000.00 property damage, and to identify and hold facility harmless from and for the risks therein covered, and to the facility as joint or additional assured under such policy or policies and furnished certificated thereto. The cost of such insurance shall be borne by the supplier.
- 3) Supplier shall furnish and pay for all licensees and taxes for and levied upon the food service operation.
- 4) Performance Bonds:
 - A) Supplier agrees to obtain a performance bond in the amount of \$100,000.00 within ten

(10) days after receipt of award of contract to cover the contract period.

B) The Department to determine performance

- i) The Department retains the right to determine if the program is being performed in accordance with the provisions of this contract.
- ii) If found to be lacking in any way the Department will notify the supplier. If the problems are not corrected to the full satisfaction of the Department, the contract shall then be canceled in accordance with the termination section.

Disclosure

Respondent agrees that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

Termination

The contract may be terminated by the Department, under the authority and approval of the State Purchasing Director, at the end of fiscal year due to lack of funding or upon 30 days notice if the provisions of the contract are not being met by the supplier, on expiration or termination of this contract, supplier shall surrender peaceable, possession of the premises, and all property of every kind furnished by the facility in as good order as when received, taking into consideration ordinary wear, tear and depreciation. Supplier and the facility and/or Department upon termination or expiration of this contract shall conduct an inventory of said property jointly

Amendment

The contract may be amended for any facility by mutual written agreement of both parties to accommodate any changes in standards set forth in item 1 of specifications or for increased efficiency, economy, or improved service. The contract can be amended to include any new facility food service operation provided the supplier receives a minimum of forty-five (45) days notice from the Department's director or his designees. This notice is to include specifications for the new facility. Supplier must submit any services proposed beyond the scope of this

contract in writing to the Department's director or his designee for written approval prior to any implementation.

Non-compliance

If the above conditions are not met, DYS has the option to assess a fee of \$500 per day for as long as the supplier fails to comply. Continued non-compliance for a period of 30 days will be considered a substantial breach of the contract and DYS, and the State of Alabama Purchasing Director, reserves the right to terminate said contract on a 30 days notice.

Specifications for Autauga Campus

1. The dining area will be continuously cleaned throughout the dining period each day. Tables will be cleaned and sanitized (disinfected) as student's leave after each meal. The floor around each table will be cleaned between meals and major spills be cleaned immediately. The supplier will post and maintain cleaning schedules in the food preparation and dining areas. The cost for supplies necessary to perform this function shall be borne by the supplier. Supplier will be responsible not only for the cleaning of the food preparation area and dining area but the area directly outside the back door to the dining area and the area around the garbage dumpster.
2. Food service staff will not leave preparation service or cleaning duties to unload delivery trucks between 11:00 am and 1:00 pm.
3. The supplier will offer one meal choice for the breakfast, lunch and supper meals served in the cafeteria. All 3 meals will be served cafeteria style from the steam line. The snacks shall be prepared and made available to the designated employees at the time specified by the facility. Storage to be in insulating containers made available by the facility.
4. Supplier shall provide the facility with the menus. Supplier will be responsible for ensuring that an adequate number of copies are made for distribution to the proper areas as designated by the facility.
5. The department shall conduct security background checks on all prospective food service employees. The supplier agrees not to hire any employees who do not pass the background inspections.
6. The supplier will provide monthly reports on the condition of the equipment and the necessity to replace or repair equipment.
7. All three-meal times are to be agreed upon by supplier and facility.

Specifications for Mt. Meigs Complex

1. The dining area will be continuously cleaned throughout the dining period each day. Tables will be cleaned and sanitized (disinfected) as student's leave after each meal. The floor around each table will be cleaned between meals and major spills be cleaned immediately. The supplier will post and maintain cleaning schedules in the food preparation and dining areas. The cost for supplies necessary to perform this function shall be borne by the supplier. Supplier will be responsible not only for the cleaning of the food preparation area and dining area but the area directly outside the back door to the dining area and the area around the garbage dumpster.
2. Food service staff will not leave preparation service or cleaning duties to unload delivery trucks between 11:00 am and 1:00 pm.
3. The supplier will offer one meal choice for the breakfast, lunch and supper meals served in the cafeteria. All 3 meals will be served cafeteria style from the steam line; the snacks shall be prepared and transported by the designate facility employees using insulated Containers made available by the facility.
4. Supplier shall provide the facility with the menus. Supplier will be responsible for ensuring that an adequate number of copies are made for distribution to the proper areas as designated by the facility.
5. The department shall conduct security background checks on all prospective food service employees. The supplier agrees not to hire any employees who do not pass the background inspections.
6. The supplier will provide monthly reports on the condition of the equipment and the necessity to replace or repair equipment.
7. All three meal times are to be agreed upon by supplier and facility with no more than 14 hours between the evening meal and breakfast. Some variation in the schedule will be allowed on weekends providing nutritional needs can be met.

Specifications for Vacca Campus

1. The dining area will be continuously cleaned throughout the dining period each day. Tables will be cleaned and sanitized (disinfected) as student's leave after each meal. The floor around each table will be cleaned between meals and major spills be cleaned immediately. The supplier will post and maintain cleaning schedules in the food preparation and dining areas. The cost for supplies necessary to perform this function shall be borne by the supplier. Supplier will be responsible not only for the cleaning of the food preparation area and dining area but the area directly outside the back door to the dining area and the area around the garbage dumpster.
2. Food service staff will not leave preparation service or cleaning duties to unload delivery trucks between 11:00 am and 1:00 pm.
3. The supplier will offer one meal choice for the breakfast, lunch and supper meals served in the cafeteria. All 3 meals will be served cafeteria style from the steam line. The snacks shall be prepared and transported by the designated facility employees using insulated containers furnished by the facility.
4. Supplier shall provide the facility with the menus. Supplier will be responsible for ensuring that an adequate number of copies are made for distribution to the proper areas as designated by the facility.
5. The department shall conduct security background checks on all prospective food service employees. The supplier agrees not to hire any employees who do not pass the background inspections.
6. The supplier will provide quarterly reports on the condition of the equipment and the necessity to replace or repair equipment.
7. All three meal times are to be agreed upon by supplier and facility.

Notice to bidders

A mandatory site visit will be held at each facility on the following dates. Only a maximum, of two (2) representatives per bidder will be allowed at these on-site conferences. **It is a requirement that each bidder attend the site visits at all facilities or bidder will not be allowed to submit a bid. Bidders attending the site visits must meet with the group (other bidders and DYS Representatives) at the specified time and location(s) and not after the “group” has left the facility. Any bidder who arrives at the location after the group has departed from the site will not be considered.**

<u>Facilities</u>	<u>Date</u>	<u>Time</u>
Mt. Meigs Complex	July 25, 2013	10:30 A.M.
Autauga Campus	July 25, 2013	1:00 P.M..
Vacca Campus	July 26, 2013	10:30 A.M.

Bidders must include with their bid the following items:

1. Three (3) customer references, within the past five (5) years, were the vendor has had experience serving organizations with similar size and scope to the food service operation at the Department of Youth Services. Each reference must include the customer’s name, contact person and their title, address and telephone number. The Department reserves the right to contact any reference submitted.
2. Sample menu’s* for four season’s (Fall, Winter, Spring and Summer) for a (2) two-week period of time to include breakfast, lunch, dinner and snacks.
3. Organizational chart of bidder, showing corporate and support personnel.
4. Sample menus* for special, theme and special diet meals. These must be complete menus consisting of three meals and 2 snacks. List special days in the bid specifications i.e. Christmas, Thanksgiving, Valentines Day, Etc.
5. Copies of staff educational/training programs to be implemented by bidder and used at the facilities.
6. A detailed start-up plan for operations.

7. Copies of standardized recipes to be used at breakfast, lunch and dinner.
8. Copy of bidder's sanitation checklist. This must be the same list that will be used in the dining hall and preparation area.
9. An emergency disaster program stating the replacement personnel for each facility and sample menus. These plans must be written in specific detail.
10. HACCP Plan

The following indicates an estimate of the number of meals to be served at each facility.

Facility	Per meal
Mt. Meigs Complex**	125-150
Vacca Campus	60-80
Autauga Campus	40-60

*Serving sizes/portions and calories must be listed on each menu provided by the bidder

**The Mt Meigs population should increase by a maximum of 24 girls starting the third quarter of 2015