

**JOHNSON COUNTY DETENTION CENTER
REQUEST FOR PROPOSALS (RFP)
Inmate Food Service and Management of Kitchen(s)
RFP # JC-2013-04**

1. INTRODUCTION

Johnson County Sheriff's Office is requesting sealed proposals for the provision of furnishing food service to include inmate and staff feeding seven days a week and program support services for a maximum population of 200 inmates. The contract period will be for five (5) years commencing on July 1st, 2013 with an option for the County, at its discretion, to extend the contract for additional one year terms. The address of the current facility is:

Johnson County Detention Center
278 SW 871 RD
Centerview, MO 64019

Current Average Daily Population: 150

2. BIDDING PROCESS

The following is a schedule of events concerning the bid process:

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EVENT	DATE
Distribution of Bid Packets (from: Johnson County Commission)	May 15th, 2013
Mandatory Pre-Bidders Conference (Tour of Kitchen Available) Johnson County Detention Center 278 SW 871 RD Centerview, MO 64019 Please call Johnson County Sheriff Charles Heiss (660) 747-6469 By May 21st, 2013 if you will be attending	May 29th, 2013 10:00 AM
Bids Due (at: Johnson County Commission Office)	June 21 st , 2013 2:00 PM

A complete original and three (3) exact duplicate copies of the sealed proposals, evidencing the name and address of the proposer, should be submitted to:

**** PLEASE MARK YOUR ENVELOPES : Inmate Food Service RFP # 2013=JC-13****

Sealed proposals must be received not later than 4:00 p.m., June 21st, 2013, at the address set forth above. Proposals received after 2:00 p.m. June 21st, 2013 will not be considered.

The bid is to be completed in legible form. Any additional written material such as professional records, certifications, etc., your company thinks important, may be attached and submitted to augment the data. The bidder must initial any corrections.

NO FAXED OR E-MAILED DOCUMENTS WILL BE ACCEPTED.

Questions regarding bid specifications shall be directed to the following individual:

Charles Heiss, Sheriff
(660) 747-6469
sheriff@jocomosheriff.org

3. RESERVATION OF RIGHTS

The Johnson County Sheriff's Office reserves the right to reject any and all proposals, to award the agreement to other than the low proposal, to award separate agreements for separate parts of the services required, to negotiate the terms and conditions of all and any part of the proposals, to waive irregularities and/or formalities, and in general to make award in the manner as determined to be in the County's best interest and its sole discretion.

4. RESPONSIVE PROPOSALS

Companies are expected to examine the RFP requirements and all instructions. Failure to do so will be at the company's risk. Each company shall furnish all information requested herein. The person signing the proposal must initial all erasures or other changes. If any person contemplating submitting a proposal is in doubt of the true meaning of any part of the specifications or other conditions with the RFP, he/she is advised to call and have the portion in question clarified.

5. CHANGES AND ADDENDA TO BID DOCUMENTS

Each change or addendum issued in relation to the RFP will be on file in the Sheriffs Office. In addition, to the extent possible, copies will be mailed to each person registered as having received a RFP. It shall be the contractor's responsibility to make inquiry as to the changes or addenda issued. All such changes or addenda shall become part of the contract and all bidders shall be bound by such changes or addenda.

6. TAXES, TERMS AND CONDITIONS

Johnson County is exempt from Federal Excise and State Sales Tax. The county's tax number is XXXX
Payment terms are Net 30 days upon receipt and acceptance.

7. METHOD OF AJOHNSON

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 price proposal will be considered firm and cannot be altered after receipt per the terms of this proposal.

The County reserves the right to award this contract not necessarily to the vendor with the lowest price,

but to the bidder that demonstrates the best ability to fulfill the requirements of the RFP. The successful vendor will be chosen based on the qualifications and selection criteria discussed in Section 12 of this proposal.

The successful vendor shall commence work only after the transmittal of a fully executed contract and after receiving written notification to proceed from Johnson County. The successful bidder will perform all services indicated in the proposal in compliance with the negotiated contract. All bids will be reviewed and recommendations for a selection will be made to the Johnson County Sheriff's Office.

Johnson County reserves the right to reject any and all proposals for any reason in whole or in part received in response to this RFP. Johnson County will not pay for any information herein requested, nor is it liable for any costs incurred by the proposer.

Vendors whose proposals do not meet the mandatory requirements will be considered non-compliant. After the evaluation of the proposals and selection of the successful vendor, all vendors will be notified in writing of the selected firm.

8. WITHDRAWAL OF PROPOSAL

Proposals may be withdrawn in person by a bidder, or authorized representative, provided their identity is made known and a receipt is signed for the bid, but **only** if the withdrawal is made prior to the stated bid deadline. No proposal may be withdrawn for at least 90 days after opening except the successful company whose prices shall remain firm for the entire contract period. In case of error by the bidder in making up a bid, the Johnson County staff may, by discretion, reject such a proposal upon presentation of a letter by the Bidder which sets forth the error, the cause thereof, and sufficient evidence to substantiate the claim.

9. INDEMNIFICATION AND HOLD HARMLESS

The Contractor whose proposal is accepted must agree to the following indemnification and hold harmless responsibilities:

The Contractor shall, at its own expense, protect, defend, indemnify and hold harmless its own employees and Johnson County will at its own expense, protect, defend, indemnify and hold harmless elected and appointed officers, employees and agents from all claims, damages, costs, lawsuits and expenses including, but not limited to, all costs from administrative proceedings, court costs, and attorney fees, that they may incur as a result of any acts, omissions or negligence of the selected firm, its employees or agents or its subcontractors of sub-subcontractors, or any of their officers, employees or agents which may arise out of the contract.

10. EQUAL EMPLOYMENT OPPORTUNITY

The Contractor and its subcontractors, as required by law, shall not discriminate against the employee or applicant for employment with the respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly relates to employment, because of race, color, religion, national origin, age, sex, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, or marital status. Breach of this covenant may be regarded as a material breach of the Contract.

The Contractor agrees to post notices containing this policy against discrimination in conspicuous places available to applicants for employment and employees. All solicitations or advertisements for employees, placed by or on the behalf of the Contract, will state that all qualified applicants will receive consideration for employment without regard to race, color, sex, national origin, disability, age, height, weight, marital status and religion.

11. INSURANCE REQUIREMENTS

The Contractor whose proposal is accepted must meet and agree to maintain during the term of the contract the following insurance coverage requirements. All coverage's shall be with insurance companies licensed and admitted to do business in the State of Missouri. All coverage's shall be with insurance carriers acceptable to the County.

- A. The Contractor shall carry Worker's Compensation and Employer's Liability Insurance Coverage, as required by law. In the event that the Contractor uses subcontractors and sub-subcontractors for the performance of services required under this proposal, the Contractor shall ensure that said subcontractors and sub-subcontractors carry Worker's Compensation and Employer's Liability Insurance coverage, as required by law.
- B. The Contractor shall be responsible for insuring all its tools and equipment and all materials which it may use and/or leave at the work site. The County shall not be responsible for any loss or damage to the Contractor's tools and materials.
- C. The Contractor shall procure and maintain during the term of the contract Commercial General Liability Insurance on an "Occurrence basis" with limits of liability of not less than \$1,000,000 per occurrence and/or aggregate combines single limit, for Personal Injury or Bodily Injury and \$2,000,000 per occurrence and/or aggregate for Property Damage.
- D. If any of the above coverage's expire during the term of the Agreement, the Contractor's insurer shall deliver renewal certification and/or policies to Johnson County at least thirty (30) days prior to expiration.

12. SELECTION CRITERIA

The primary criteria used in selecting a vendor will be as follows:

- A. The vendor's demonstrated experience and expertise in correctional facilities. Experience shall include current service in correctional facilities of similar size and volume, with at least three of said facilities in the state of Missouri, as well as experience of staff, district manager, transition team, and availability or alternative preparation sites that are in close proximity of the Johnson County Detention Center.
- B. The vendor's demonstrated ability to comply with American Correctional Association (ACA) standards for local detention facilities and to cooperate with Johnson County to attain ACA certification for food services. Vendors will indicate those facilities currently under contract that have attained accreditation as a result of their efforts.
- C. The price per meal proposed.
- D. Past history and references. Vendors shall include a listing of references with their proposals, indicating facility locations, name, and telephone number of facility contact person. The list should contain at least three (3) current references, preferably of a size comparable to or larger than Johnson County.
- E. The Vendor's preliminary Transition plan.

Submitted proposals will be reviewed by staff members from the Johnson County Sheriff's Office. Vendors who are deemed, on a basis of selection criteria, fully qualified and best suited among those submitting proposals may be requested to participate in discussions regarding their proposals. Discussion will cover cost, methods, and all other relevant factors. Johnson County reserves the right to select a bidder based on the quality of the proposal – not necessarily the lowest bidder.

At the conclusion of discussions, the vendors will be ranked on the basis of selection criteria and final negotiations will be conducted with the vendor ranked first. If a satisfactory agreement can be reached, the contract shall be awarded to the vendor; otherwise, negotiations will be conducted with each subsequent vendor until a satisfactory contract can be established or until the determination is made that the rejection of all proposals is in the best interest of Johnson County.

13. QUALIFICATIONS OF BIDDER

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 feeding experience with proven effectiveness in administering large scale corrections food service programs.

- B. The vendor must have a proven ability for a contract start-up by July 1st, 2013.
- C. The vendor must have qualified and trained staff with sufficient back-up personnel within close proximity and background checks submitted for each employee that will be in supervisory capacity at the Johnson County Jail facility.
- D. 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 the surrounding area.
- E. The vendor shall submit a list of three (3) references, including name of institution, address, contact person and phone number.

14. PROPOSAL PACKAGE

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

- A. Completed Signature Page – *See attached, Page 1*
- B. References – *See attached, Page 2*
- C. 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
 - number of employees
 - number of years doing business
 - (3) Facilities currently accredited by State or Federal Accreditation Board
 - name of facility
 - accrediting agency – list all

b. Company achievements in providing correctional food service management.

2. Operational Requirements

All proposals must include a sample of operational skills and job descriptions for foodservice workers as well as inmate labor in the kitchen.

3. Pricing - on a per meal basis.

15. SCOPE OF SERVICES

Vendor shall undertake, perform, and complete the following:

A. Kitchen Operations. Vendor shall be responsible for the overall operations of the kitchen within the Johnson County Corrections Division. Specifically, Vendor shall be responsible for the following:

1. Plan, coordinate, handle, prepare and provide meals for the Jail's inmates. All menus and special diets shall meet the standards for adult holding and detention facilities as established by the American Correctional Association. The Jail Administrator will approve all menus prior to commencement. All meals served shall be in compliance with the most recent Recommended Daily Allowance for adult males as established by the National Academy of Sciences.
2. Line operation supervision of trustee inmates. Inmates shall not supervise other inmates.
3. Ensure that all meals are served at appropriate temperatures (140 degrees hot, 45 degrees cold), and in a manner that makes them palatable and visibly pleasing, complete with condiments (dressing, sugar, salt, pepper, and catsup or mustard, where appropriate).

4. Employment of staff where appropriate.
5. Ensure there is a minimum of one (1) employee assigned to each shift.
6. Employees of Vendor assigned to work at the Jail shall submit to periodic health examinations as required by law. Vendor shall submit satisfactory evidence of compliance with all health regulations, including health examinations, to the County upon request.
7. The Vendor will purchase all consumable paper supplies and chemicals which are required for food service operation. These supplies shall remain the property of the County.
8. Responsible for routine cleaning and housekeeping of food service preparation, services and storage areas, and shall on a continuing basis, maintain standards of sanitation required by State and local regulations. The County shall be responsible for removal of trash and garbage from the loading dock.
9. Meet requirements of all federal, state and local health standards and any other applicable standards.

B. Inmate Food Service.

1. Prepare and serve three (3) meals for each day of the calendar year. Meals are to be available at the times specified by the Sheriff or his/her designated representative.
2. The Sheriff or their designated representative shall provide the Vendor written confirmation of the number of meals required to be served for each meal prior to service of that meal.
3. Adhere to a four (4) or five (5) week menu, averaging 2500-2600 calories per day at the Vendor's discretion, approved by a registered dietician and accepted by the Sheriff.
5. Prepare special meals, approved by a registered dietician, as required by the Jail Medical Section and communicated through the Sheriff including, but not limited to, medical and religious meals.
6. Provide daily meals to staff as requested and at a cost per meal mutually agreed upon between the Criminal Sheriff's Office and the Vendor.

7. Provide catered meals for special Johnson County events as determined by the Criminal Sheriff's Office, with not less than seventy-two (72) hours notice. The cost per meal shall be mutually agreed upon between the Sheriff and the Vendor.
8. Vendor shall make fullest use of the donated commodities when available, wholesome, and appropriate for menu purposes. Vendor may refuse acceptance of any such commodities which are contaminated or in excessive amounts. The utilization/control of donated commodities are subject to the following conditions:
 - a. Vendor shall properly handle, store, and prepare all commodities.
 - b. A weekly inventory shall be taken of all commodities by Vendor. The report shall include for each donated commodity, the commodities on hand at the beginning of the week, the quantity used, the quantity lost due to spoilage, theft, or shrinkage, and the balance at the end of the week.
 - c. Commodities received shall be used solely for the benefit of the persons in the Johnson County Corrections Division.
9. Cooperate with the County on its submission for accreditation from ACA.

C. Use of Jail Kitchen and Maintenance of Equipment.

In performing the services required by this request, Vendor shall use the County's kitchen for only those services set forth in Section 15, B. of this request. Vendor shall use the County's kitchen in accordance with rules and procedures set by the Sheriff and shall perform its work to the Sheriff's satisfaction. Vendor and the Sheriff's Office shall work in cooperation with one another.

Vendor shall be entitled to use all County owned equipment in the Johnson County Jail kitchen to provide the services set for in this request. The County shall provide appropriate utilities, including telephone service, for the operation of the kitchen.

The County shall be responsible for maintenance of the kitchen and the County owned equipment. In the event repairs or replacement of County owned equipment are required due to normal wear and tear, the County shall repair and/or replace such equipment at the County's expense in a reasonable amount of time. In the event repairs or replacement of County owned equipment are required due to neglect or willful misuse by Vendor, or lack of supervision of inmates while under Vendor's charge, Vendor shall repair and/or replace such equipment at Vendor's expense in a reasonable amount of time. Vendor shall provide written notice of any County owned equipment problems to the Sheriff.

D. Compensation and Payment Procedure.

The County shall pay the Vendor a cost per meal basis. The Vendor shall submit invoices weekly based upon number of meals served. The County shall reimburse Vendor for services billed pursuant to its procedure for payment of Accounts Payable within thirty (30) days from the date of the Sheriffs' verification that the services billed have been satisfactorily performed.

E. Accounting Procedures.

The accounting procedures and internal financial controls of the Vendor shall conform to generally accepted accounting practices in order that the costs allowed by this request can be readily ascertained and expenditures verified.

F. Reports, Records and Inspection of Records.

Vendor shall keep full and accurate records of the meals served, as well as any receipt of donated commodities. A copy of the records shall be supplied to the Sheriff or his designated representative with the monthly invoices. In addition, the successful Vendor shall retain all records related to the services provided for six (6) years after the termination of an agreement. All records related to the service provided under this request shall be available for auditing by the County at any time during regular working hours.

G. Reporting of Accidents or Incidents at the Jail.

Vendor shall ensure that its employees immediately report any accidents or incidents of any unusual nature in writing to the Sheriff or his designated representative.

H. Staffing Requirements.

As the kitchen facility is located within the Johnson County Corrections, the Vendor shall adhere to the following:

- a. Follow all security rules of the Johnson County Corrections Division.
- b. Coordinate its shipping and receiving operations with the Sheriff as receipt and unloading of boxes and supplies is necessary for the providing of meals from the jail kitchen.
- c. Submit names, dates of birth, social security number and driver's license numbers of all employees who may work within the kitchen facility at least three (3) days prior to the commencement of work.
- d. Immediately notify the Sheriff of any termination of employment by Vendor in the kitchen or when an employee provides written notification of termination of

employment in the kitchen.

- e. All Vendor employees and subcontractors shall be provided and shall wear a photographic identification, at the County's expense. The identification is the property of Johnson County and shall be returned upon termination of employment with Vendor.
- f. The Sheriff reserves the right to refuse admittance to any person or persons who may constitute a security risk to the Johnson County Corrections Division.
- g. The Vendor shall process complaints received from inmates daily as follows:
 - 1. Vendor shall train its employees to act upon and resolve inmate complaints regarding food services.
 - 2. Vendor shall designate one of its employees as the recipient of the complaints and such person shall determine the appropriate manner in which to resolve the complaints daily.
 - 3. Any complaints that Vendor cannot resolve should be provided in writing within twenty-four (24) hours to the Sheriff or his designated representative.
- I. Inspection of Kitchen and Services Performed.

The Sheriff or his designated representative shall conduct periodic unannounced inspections of the jail's kitchen and the services performed under this request. Such inspections shall be conducted in a manner to be least disruptive to kitchen operations. Meals shall be inspected to ensure they are prepared in compliance with the menu requirements. If during an inspection, the meals, the kitchen or inventory are found not to be in compliance, the Sheriff shall inform the Vendor in writing. Vendor may also be subjected to periodic inspections by the Johnson County Health Department.

16. TRANSITION ON COMMENCEMENT OF CONTRACT

The successful proposer shall assume full operations on July 1st, 2013. A preliminary transition plan must be submitted with each proposal. The Vendor shall coordinate and cooperate with the existing food service and employees to assure a smooth and orderly transition with uninterrupted food services. Upon award of contract, the Vendor shall name a Transition Manager who shall have responsibility for transition activities. Within thirty (30) days of award of contract, the Vendor shall submit a final Transition Plan to the Sheriff for approval. The final plan shall include, but not be limited to details for conducting inventories of on-site Johnson County owned

equipment, hiring and staffing and menu plans, and coordination activity with current operations. The Sheriff may request any additional information determined necessary to assure smooth operation of the facility.

17. Meal Plan Options

Johnson County would like to explore, as a way to help contain costs, any meal plan options that you have available. Include pricing of all meal plan options you provide and describe in detail the staffing requirements that are needed for your company and Johnson County for each meal plan option.

18. Mandatory Pre-Bidders Conference

A mandatory Pre-bidders conference will take place on April 23rd, 2013, at the Johnson County Detention Center. Staff members from the Johnson County Sheriff's Office, and County Administration will be in attendance to review this request and answer questions. In addition, a tour of the kitchen facilities will be conducted

**JOHNSON COUNTY, MISSOURI
Inmate Food Service- # JC-13
Signature Sheet**

Name of Agency:	
Address:	
Telephone Number:	Fax Number:
E-Mail Address:	Federal Tax ID Number:

CHECK ONE OF THE FOLLOWING:

Partnership,
 Non Profit Corporation,
 Profit Corporation

Other, Specify: _____

If a contract is awarded in response to this proposal, our company:

_____ Will _____ Will not

Be able to meet the specifications as required in Section 11: Insurance Requirements.

Signature of Authorized Signatory:	Title and Name of Agency:
Name of Authorized Signatory (Print):	Date:
The above individual is authorized to sign on behalf of the company submitting this proposal. Proposals must be signed by an official authorized to bind the provider to its provisions for at least a period of 90 days.	
How did you learn about this bid opportunity?	

VENDOR REFERENCE INFORMATION:

City/County Name:	Contact Name:
Inmate Population:	Contact Phone Number:
Date of Services:	Contact Address:

City/County Name:	Contact Name:
Inmate Population:	Contact Phone Number:

Date of Services:	Contact Address:
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City/CountyName:	Contact Name:
Inmate Population:	Contact Phone Number:
Date of Services:	Contact Address:

PRICE PER MEAL BASED OFF PROVIDED SCALE

Scale	PPM
75 and below	
76 to 85	
86 to 95	
96 to 105	
106 to 115	
116 to 125	
126 to 135	
136 to 145	
146 to 155	
156 and above	