



**COUNTY OF COLE  
JEFFERSON CITY, MISSOURI**

**REQUEST FOR PROPOSAL**

**2017-31: FOOD SERVICE PROGRAM**

*SUBMISSIONS SHALL BE ACCEPTED UNTIL*

**THURSDAY, JULY 27 at 4:00 p.m. CDT**

*AND RECEIVED AT:*

**COLE COUNTY COMMISSION  
311 EAST HIGH STREET, ROOM 200  
JEFFERSON CITY, MO 65101**

\_\_\_\_\_  
**Company Name**

\_\_\_\_\_  
**Direct Contact Name (Typed/Printed)**

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

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**City/State/Zip**

\_\_\_\_\_  
**Email**

\_\_\_\_\_  
**Office Telephone Number**

\_\_\_\_\_  
**Direct Line or Extension**

I hereby certify that I am submitting the following information on behalf of the above-listed company and understand that by virtue of executing and returning with this response this REQUIRED RESPONSE FORM, I further certify full, complete and unconditional acceptance of the terms and conditions of this solicitation, all attachments and the contents of any Addendum released hereto. (Submission must be signed by an officer or employee having authority to legally bind the respondent.)

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

\_\_\_\_\_  
**Authorized Name (Typed/Printed)**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Date**

# REQUEST FOR PROPOSAL

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Sealed offers will be accepted by the Cole County Commission for consideration in provision of:

## **2017-31      FOOD SERVICE PROGRAM**

Submissions will be received at the office of the Cole County Commission, 311 East High Street, Room 200, Jefferson City, Missouri until 4:00 p.m. on Thursday, July 27, at which time they will be publicly opened and taken under advisement. Bidders should be aware that submissions are public record under state law. Specifications are available at [www.colecounty.org](http://www.colecounty.org) or by contacting Jennifer Prenger at [jprenger@colecounty.org](mailto:jprenger@colecounty.org) or (573) 634-9168.

NEWS TRIBUNE: July 2, 9 & 16  
Legal Notices  
Cole County Commission  
311 East High Street  
Jefferson City MO 65101

# COLE COUNTY COMMISSION

COMMISSION  
(573) 634-9110

*PURCHASING*  
1736 SOUTHRIDGE DRIVE  
JEFFERSON CITY, MISSOURI 65109

PURCHASING  
(573) 634-9168

## REQUEST FOR PROPOSAL

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### 1.0 OVERVIEW

- 1.1 **NOTIFICATION.** The purpose of this Request for Proposals (RFP) is to inform potential respondents of a bid opportunity to manage and administer a food service program for detainees of the Cole County Law Enforcement Center located at 350 East High Street, Jefferson City, Missouri. The jail has a maximum capacity of 206 persons with an average inmate population over the past 12 months of 148 persons (with no anticipated change) and approximately 10,500 meals served monthly. The successful respondent will be responsible for food procurement; food preparation; and maintaining staffing for all administrative and operational functions as described herein.

Respondents are responsible for being thoroughly familiar with all specifications and requirements of this solicitation. Failure to examine any relevant document or provision thereof will not relieve the successful respondent from any obligation under this bid. Qualified organizations are invited to prepare an offer in response to this document and in doing so, concur with all terms, conditions, specifications and addenda to this bid unless specifically noted otherwise in a separate section within their submission titled "EXCEPTIONS".

- 1.2 **OPTIONAL FACILITY WALK-THROUGH.** An optional facility walk-through will be held at 9:30 a.m. Central on Wednesday, July 19 at the Cole County Law Enforcement Center (350 East High Street, Jefferson City, Missouri). Attendees shall meet in the front lobby of the main entrance. This meeting will provide an opportunity for potential respondents to view the facilities and equipment available for use in carrying out this service if desired.
- 1.3 **QUESTIONS, REQUESTS FOR CLARIFICATION OR INTERPRETATION.** Respondents are advised that all questions concerning the meaning or intent of these specifications must be submitted **IN WRITING** and received at least five (5) business days prior to the date scheduled for bid opening. All inquiries shall be directed to:

**Jennifer Prenger**  
**[jprenger@colecounty.org](mailto:jprenger@colecounty.org)**

As of the issuance date of this solicitation and continuing until the final date for acceptance of submissions, **all respondents are specifically directed not to discuss, hold meetings, conferences, or technical discussions with any County employee for the purpose of responding to this solicitation except as otherwise permitted by this bid document.** Respondents should not otherwise ask any County officials or employees questions about the bid or related issues, either orally or by written communication. Respondents directly contacting other County employees risk elimination from further consideration.

- 1.4 **ISSUANCE OF ADDENDA.** Every attempt shall be made to ensure that all written questions receive an adequate and prompt response. However, in order to maintain a fair and equitable bid process, all respondents will be advised of any questions submitted, the County's response, and any other pertinent information related to this solicitation via the issuance of addenda, which will be posted at [www.colecounty.org](http://www.colecounty.org). All issued addenda are incorporated by reference as if fully set out herein.

Respondents are cautioned that the only official position of Cole County is that which is issued by Cole County in these specifications or by addendum/amendment thereto. No other means of communication, whether written or oral, shall be construed as a formal or official response or statement.

An addendum may contain information that could affect bid responses. It shall be the responsibility of the respondent to verify whether or not any addenda have been issued prior to submitting a bid response to Cole County. The County assumes no liability if a contractor fails to incorporate addenda into their bid. Failure to have requested an addendum covering any questions affecting the interpretation of these specifications shall not relieve the awarded party from delivering the completed project, product and/or service in accordance with the intent of these specifications.

1.5 **SUBMISSION REQUIREMENTS.** A fully executed response, including the specification pages comprising this invitation and any related illustrative documentation and/or issued addenda shall be:

- submitted in a sealed envelope identified by bid number, bid title, and bid opening date/time;
- complete and signed by an official authorized to obligate the agency or company submitting the bid;
- inclusive of (1) complete original bid and two (2) exact duplicates.

It is the responsibility of each respondent to deliver its submission to the office of the Cole County Commission, 311 East High Street, Room 200, Jefferson City, Missouri on or before the date and exact time indicated for public bid opening. Fax and email submissions will not be considered. Responses will be time and date stamped; those received late will be determined non-responsive and returned unopened to the sender without exception.

1.6 **BID OPENING.** Submissions will be publicly opened in the Cole County Commission Chambers on Thursday, July 27 at 4:00 p.m. Central. Respondents and the public are invited but not required to attend the formal bid opening. All documents will be made available for public inspection, but no decision relating to the award of the contract or agreement will be made at the bid opening.

1.7 **ADVICE OF AWARD.** Award notification letters, along with a bid tabulation summarizing responses received, will be sent via email to all parties that submitted a response upon bid award by the Cole County Commission.

## 2.0 TERMS AND CONDITIONS

2.1 **INCURRING COSTS.** Cole County shall not pay for any information requested herein nor be obligated or liable for any cost incurred by any respondent in submitting a response.

2.2 **RESERVATIONS.** The right is hereby reserved to reject any or all submissions for any reason, in part or in whole, received in response to this solicitation; to waive or not waive informalities or irregularities in any response or the bidding procedures; to request supplementary information from respondents as determined necessary to effectively evaluate responses; to cancel this solicitation, advertise for new and/or purchase off of cooperative purchasing contract(s); and to accept, request clarification or further negotiate the terms, conditions and/or methodology of any response if, in Cole County's sole judgment, the best interests of Cole County will be so served.

- 2.3 **MODIFICATION/WITHDRAWAL.** Receipt of written notice or an in-person request from a properly identified individual prior to the official date and time set for bid opening must occur in order to modify or withdraw a submission which has been delivered to the office of the Cole County Commission.
- 2.4 **VALIDITY.** Respondents agree that submissions will remain valid for consideration by the County for a minimum period of ninety (90) calendar days after the date specified for bid opening.
- 2.5 **RESPONSE MATERIAL OWNERSHIP.** All material submitted in response to this solicitation becomes the property of Cole County and may be disclosed upon proper Sunshine Law request per 610.021(12) RSMo.
- 2.6 **EXCEPTIONS.** The wording of this solicitation may not be changed or altered in any manner. Changes, additions or limiting provisions made on the invitation will render the bid informal and may cause its rejection. Taking exception to any clause in part or in whole does not necessarily disqualify a respondent; any such exception shall be clearly identified and described in full detail in the respondent's submission on a separate page clearly titled "EXCEPTIONS." Any exception will be evaluated and accepted or rejected by Cole County, whose decision shall be final and conclusive. In the absence of such declaration(s), the response shall be accepted as in strict compliance with all terms, conditions, and specifications requested and the awarded party shall be held responsible for providing the product or service accordingly.
- 2.7 **RESTRICTIVE LANGUAGE.** It shall be the responsibility of respondents to ask questions, request changes or clarification, or otherwise advise Cole County if any language, specification or requirement of this solicitation appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit responses to a single source. Such notification must be directed to the Purchasing Agent and received at least five (5) business days prior to the date set for bid opening.
- 2.8 **INTERPRETATION.** If a respondent has any questions which arise concerning the true meaning or intent of these bid documents, plans or any part thereof which affect the cost, quality, quantity, or character of the project or service, respondent shall request in writing that an interpretation be made and an addendum be issued which shall then be posted at [www.colecounty.org](http://www.colecounty.org). Failure to have requested an addendum covering any questions affecting the interpretations of the bid documents shall not relieve the successful respondent from delivering the product, service or completed project in accordance with the intent of the bid documents. Should any differences arise as to the meaning or intent of these specifications, Cole County's interpretation shall be final and conclusive.
- 2.9 **EQUIVALENT MATERIAL/EQUIPMENT.** Any listed manufacturer/model number(s) or a definite reference to a particular material or piece of equipment is intended to establish a minimally acceptable design, type, quality, functional capacity, and/or desired performance level. It is to be understood that any equivalent alternate which will perform adequately the duties imposed by the general design may be proposed and bid so long as sufficient details necessary to establish equivalency are included in the submission. Acceptance is subject to approval of the County which may request further information, sample(s) and/or a demonstration prior to bid award. Cole County shall be the sole judge of equivalency.
- 2.10 **LIKE OR SIMILAR PRODUCT.** Cole County reserves the right, at its sole discretion, to obtain "like or similar" product(s) to that which has been specified herein when use of such product is deemed in the best interest of the County of Cole

- 2.11 **BID FORMS.** Bids made on anything other than the official bid form(s), if furnished by Cole County, will render the bid informal and may cause its rejection.
- 2.12 **QUALIFICATIONS OF RESPONDENTS.** Cole County may make such investigations as deemed necessary to determine the ability of any respondent to provide the product and/or service described herein. Respondent shall furnish to the County all such information and data for this purpose that the County may request. The County reserves the right to reject any submission if the evidence submitted by the respondent or investigation of such respondent fails to satisfy the County that such respondent is properly qualified to carry out the obligations of the contract and/or to complete the work contemplated herein.
- 2.13 **PRICES.** Prices must be stated in units of quantity specified and must be firm for a minimum period of one year. Price submitted for each item shall include all cost, of whatever nature, that is involved in achieving the good or service per the bid documents. Bids qualified by escalator clauses may not be considered.
- 2.14 **TAX EXEMPTION.** Cole County is funded by public monies and as such has been approved by the State of Missouri for sales/use tax-exempt status. The Missouri tax identification number and certificate is available to the awarded party upon request.
- 2.15 **ACCEPTANCE.** No equipment, supplies, materials and/or services received by Cole County pursuant to this solicitation shall be deemed accepted until the County has had reasonable opportunity to inspect. Cole County reserves the right to reject anything that does not comply with reasonable expectations based on the specifications outlined herein.
- 2.16 **DELIVERY.** The delivery date(s) or when work will start shall be stated in definite terms as they may be taken into consideration when making award. Cole County reserves the right to cancel all or any part of an order or service if delivery is not made or work not started as guaranteed.
- 2.17 **DEFAULT.** In case of default by the bidder or contractor, Cole County may procure the articles or services from other source(s) and hold the successful respondent responsible for any excess cost occasioned thereby.
- 2.18 **REGULATIONS.** In submitting a bid, the respondent warrants that it has complied with all applicable laws, rules, regulations and ordinances of the United States, Missouri or any other governmental authority or agency in providing the product(s) or service(s) specified herein. The awarded party shall bear the responsibility to apply for, pay for, and obtain any required permit, license, and/or inspection required.
- 2.19 **APPLICABLE LAW.** Any contract resulting from this solicitation is to be interpreted by the laws of Missouri. The parties agree that the proper forum for litigation arising out of the contract resulting from this solicitation is Cole County, Missouri.
- 2.20 **INTERPRETATION OF DOCUMENTS.** Should any differences arise as to the meaning or intent of these specifications, Cole County's interpretation shall be final and conclusive.
- 2.21 **SHIPPING.** Deliveries shall be F.O.B. destination freight prepaid to Jefferson City, Missouri and included in all bid prices.

- 2.22 **AS NEEDED, IF NEEDED.** The contractor shall provide product or service on an “as needed, if needed” basis for Cole County in accordance with the provisions and requirements stated herein. Any usage quantities included in this request are based on estimated need; Cole County reserves the right to increase or decrease quantities to meet actual needs and maintain the quoted pricing.
- 2.23 **BASIS OF AWARD.** Award shall be made to the lowest responsible bidder whose offer best responds to the quality, capacity, and service requirements of Cole County, as determined by the County.
- 2.24 **PREFERENCE.** In making bid awards, Cole County shall give preference to all firms, corporations, or individuals that maintain office or places of business within the County of COLE when the quality of the commodity or performance promised is equal or better and the price quoted is the same or less.
- 2.25 **COOPERATIVE PROCUREMENT.** Respondents may choose whether or not to participate in cooperative purchasing. Various State Agencies, City and County Offices may or may not request an unknown quantity of goods or services under this bid during the bid period or resulting agreement period at the same prices, terms and conditions stated herein.

It is agreed and understood that each participating political subdivision will make its own separate contract with the successful respondent, that each participating political subdivision shall only be liable to the successful respondent for materials or supplies contracted for by that political subdivision without any liability for purchases contracted for by any other participating political subdivision, and each successful respondent shall be required to bill each participating political subdivision directly for those materials or supplies for which it has purchased.

In the event of any dispute between a political subdivision and a successful bidder arising after a contract of purchase has been executed, such dispute shall be handled by and between the particular political subdivision affected and the contractor.

2.26 **CONTRACT TERMINATION.**

2.26.1 **TERMINATION FOR DEFAULT.** If, through any cause, the awarded party shall fail to fulfill, in a timely and proper manner, its obligations under the contract resulting from this solicitation, or if the awarded party shall violate any of the covenants, agreements, or stipulations of said contract, Cole County shall thereupon have the right to terminate this contract for cause by giving written notice to the awarded party of its intent to terminate and at least ten (10) calendar days to cure the default or show cause why termination is otherwise not appropriate. In the event of termination, all finished or unfinished documents, data, studies, survey, drawings, maps, models, photographs, and reports or other material prepared by the awarded party under this contract shall, at the option of Cole County, become its property, and the awarded party shall be entitled to receive just and equitable compensation for any services and supplies delivered and accepted. The awarded party shall be obligated to return any payment advanced under the provisions of this contract.

Notwithstanding, the awarded party shall not be relieved of liability to Cole County any damages sustained by the County by virtue of any breach of the contract by the awarded party, and the County may withhold any payment to the awarded party for the purpose of mitigating its damages until such time as the exact amount of damages due the County from the awarded party is determined.

If after such termination it is determined, for any reason, that the awarded party was not in default, or that the awarded party's action/inaction was excusable, such termination shall be treated as a termination for convenience.

2.26.2 **TERMINATION FOR CONVENIENCE.** The performance of work under the contract resulting from this solicitation may be terminated by Cole County in whole or in part at such time that the Cole County Commission determines that such termination is in the best interest of Cole County. Any such termination will be affected by delivery to the awarded party of a letter of termination specifying the extent to which performance of work under the contract is terminated and the date upon which such termination is effective.

After receipt of a termination letter the awarded party will:

- Stop work on the contract on the date and to the extent specified in the letter.
- Place no further orders for materials, services or facilities except as may be necessary to complete any portions of the work under contract not terminated.
- Complete on schedule such part of the work as will not be terminated.

2.27 **PERFORMANCE INSPECTION.** Inspection of the Contractor's work, records, procedures, and/or any other aspect of their performance as it relates to the food service contract with the County of Cole will be subject to inspection of any kind and at any time as deemed necessary by the County.

2.28 **INSURANCE REQUIREMENTS.** The successful respondent, "Contractor", whose proposal is accepted must meet and agree to maintain during the term of the contract the following insurance coverage requirements:

2.28.1 Cole County must be named as additional insured. All coverage 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 Cole County. Policy must be endorsed to be Primary and non-contributory. Contractor will provide Cole County a Hold Harmless endorsement.

2.28.2 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 for the performance of services required under this proposal, the Contractor shall ensure that said subcontractors carry Worker's Compensation and Employer's Liability Insurance Coverage, as required by law.

2.28.3 The Contractor shall be responsible for insuring all its tools and equipment and all material which it may use and/or leave at the work site. Cole County shall not be responsible for any loss or damage to the Contractor's tools and materials.

2.28.4 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 \$1,000,000 per occurrence and/or aggregate for property damage. The policy must also provide a "Products Re-defined Endorsement" to include products liability coverage for products consumed on Cole County Law Enforcement Center premises.



2.28.5 If any of the above coverage expires during the term of the agreement, the Contractor's insurer shall deliver renewal certification and/or policies to Cole County at least thirty (30) days prior to expiration.

2.28.6 The Contractor shall provide proof of said applicable policies to Cole County no later than the date of commencement of service under the contract with certificates of insurance for the foregoing coverage, which designates Cole County as an additional insured entity with respect to the Contractor's participation in the contract and which included a provision that the coverage shall not be cancelled, terminated, or otherwise modified without a thirty (30) day prior written notice which will be provided to Cole County. Cancellation of insurance shall be cause for immediate cancellation of contract.

2.29 **INDEMNIFICATION AND HOLD HARMLESS.** The respondent 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 Cole County Missouri, its elected and appointed officials, 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 or any of their officers, employees or agents which may arise out of the contract resulting from this RFP.

### 3.0 SCOPE OF SERVICES

3.1 **BACKGROUND.** The Cole County Law Enforcement Center has a maximum inmate capacity of 206 persons with an average inmate population over the past 12 months of 148 persons (with no anticipated change) and approximately 10,500 meals served monthly. At any given time, the County houses between 35-50 federal inmates and has approximately 1,400 new admissions annually.

3.2 **FOOD SERVICE PROVIDER OBJECTIVES.**

3.2.1 To implement and sustain a written food service plan with clear objectives, policies, and procedures to be subject to a bi-annual self-evaluation of compliance, and as otherwise requested by the Jail Administrator, by company management with findings reported to and discussed with the Jail Administrator;

3.2.2 To operate as an independent contractor in managing the food service program in a cost conscious manner while delivering a high quality service that meets or exceeds the standards set forth by Cole County;

3.2.3 To maintain a cooperative, collaborative relationship with the administration and staff of Cole County and to adhere to all policies and procedures of the Cole County Sheriff's Department;

3.2.4 To maintain documentation of menus (as they are actually served), to be made available upon the request of Cole County.

3.3 **CONTRACT TERM.** It is the intent of Cole County to establish a one-year contract with the inclusion of an option for renewal under the same terms and conditions, at the County's option, for up to two (2) additional one (1) year periods beyond the initial term. The contract resulting from this solicitation will

commence on September 8, 2017; any subsequent extension agreement must take place between Cole County and the successful respondent at least 60 (sixty) days prior to contract expiration. Price adjustment for inflation for any subsequent extension must not exceed 3% (three percent) per year and must be agreeable to both parties. The County anticipates award notification to be made on or before August 8, 2017.

3.4 **QUALIFICATIONS.** To be considered for award of this contract, the following minimum qualifications must be met and fully outlined in all proposals:

3.4.1 The business shall be organized for the purpose of/with the capacity to provide institutional and/or volume food service and must have been in operation in this capacity for a minimum of two (2) years.

3.4.2 The company must have the proven ability, as evidenced by past performance and current resources, to maintain a high quality service to be verified by at least five (5) pertinent, professional references that the provider has serviced in a similar capacity.

3.4.3 Qualified and trained personnel must be available and prepared to successfully operate the service beginning September 8, 2017 under a fully executed contract.

3.4.4 The business must have the central office capability to supervise and monitor the program, ensuring satisfactory provision of service.

3.4.5 The business must possess and maintain in force all required licenses, permits, and/or certificates required by local, State and federal law to perform the services described herein.

3.5 **BILLING.**

3.5.1 Cole County shall pay the provider on a sliding scale cost per meal basis. The provider shall submit to the County, on a weekly basis, an invoice for meals served at the facility. A breakdown of types of meals served, number of meals served, special meals, and partial day meals must be included along with specific counts for each day. Snacks and nutrition supplements must be identified separately. All invoices must be presented to the Jail Administrator for approval.

3.5.2 After approval and verification, payment will be made within thirty (30) days of receipt of the invoice.

3.5.3 The price per meal charged to the County shall be defined in each response and shall be guaranteed for meals for a period of one (1) year from the contract commencement with subsequent extensions allowing for a maximum inflation adjustment of 3% (three percent) per year if agreeable to both parties.

3.5.4 The County qualifies for sales tax exemption as a governmental agency; therefore, no pricing for food service shall include sales or use tax. A tax exemption certificate shall be provided upon request.

3.6 **FOOD SERVICE PROGRAM.** The successful respondent will be expected to provide the following services as part of the food service management program:

- 3.6.1 Offer nutritionally-balanced meals that have been approved by a registered dietician.
- 3.6.2 Prepare and serve three (3) meals for each day of the year. Meal delivery/service shall be set at a time mutually agreed upon by the successful respondent and Cole County. Current meal times are breakfast at 0600 hours, lunch at 1200 hours and dinner at 1700 hours. The successful respondent will NOT be required to distribute meals to inmates. Currently, inmates are served two hot meals and one cold meal per day with the cold meal varying between lunch and dinner. The County is open to different meal patterns (hot/cold combinations) per the discretion of the successful respondent.
- Inmate labor may NOT be used.
  - A 15-day supply of food must be kept on hand at all times.
  - The following may not be used in the preparation of ANY meals served at Cole County:
    - Peanuts
    - Seafood/shellfish
    - Pork or pork bi-product
- 3.6.3 Prepare special meals, as approved by the Jail Administrator, to accommodate special circumstances including, but not limited to:
- Medically necessitated and religious meals such as allergy diets, kosher and halal meat meals.
    - Currently, a high estimation of religious/special served would be five (5) meals at each serving/15 meals per day/105 special meals per week.
  - “Snack meals” appropriate for diabetics and pregnant women.
  - Sack lunches nutritionally equivalent to standard meals- there are currently approximately 120 sack lunches served on Wednesdays.
    - Currently, the entire population is served sack lunches (approximately 148) on Wednesdays. Sack lunches are also provided on some transports and other events, but those occurrences are infrequent enough that the County is not able to provide any kind reliable of quantity estimate.

### 3.7 MEAL STANDARDS.

- 3.7.1 The kitchen may provide staff meals if pre-arranged and paid for by County employees; no employees currently take part in the program and no upgrade would be required.
- 3.7.2 It is the responsibility of respondents to be thoroughly familiar with and assure compliance with any applicable rules, laws and/or regulations pertaining to food service within a correctional facility housing state and/or federal detainees.
- 3.7.3 Meals are required to have a combined calorie content of at least 2500 calories per day. All menus shall be reviewed by the respondent’s registered dietician and adjusted accordingly to meet this objective.
- 3.7.4 Food is to be served in a reasonable variety and at appropriate temperatures.

3.7.5 Portion sizes shall be specified on the proposed menus as serving (cooked) weight unless otherwise specified.

3.7.6 Powdered milk will not be accepted, however, bulk and individual cartons are both acceptable as well as condiment packets or portions placed directly on the tray.

**3.8 USE OF KITCHEN/FACILITIES.**

3.8.1 In performing those services requested in this RFP, and solely for this purpose, the provider may use the jail's kitchen if desired. Any use of the jail's kitchen shall be in accordance with rules and procedures set by Cole County. A list of available equipment can be found on Attachment One. Additionally, the County will provide and retain ownership of all small-wares, including trays.

3.8.2 The County shall supply all utilities relating to the operation of the food service area. The contractor will direct efforts at conserving utilities whenever possible.

3.8.3 The contractor shall take all reasonable measures necessary to assure the County's equipment is being properly used and maintained. The County will provide preventative maintenance and repairs or replacement resulting from normal wear-and-tear for the kitchen and County-owned equipment. In the event repair or replacement of County-owned equipment is required due to neglect or willful misuse by the provider, such equipment shall be repaired and/or replaced at the provider's expense and in a reasonable amount of time, to be determined by Cole County.

3.8.4 The County will provide internet at no cost to the food service provider.

**3.9 SECURITY.**

3.9.1 Employees of the successful respondent will be responsible for the security and control of any County-issued keys and/or work tools.

3.9.2 All tools that have reasonable potential to be used as a weapon including but not limited to knives, peelers, etc., must be tethered or locked down at all times and must be kept in a locked area when not in use. Recorded inventory control shall be maintained by the vendor of all such items, subject to verification at any time by Cole County.

3.9.3 Provider employees will follow established security procedures and will take direction from the correctional staff in this capacity.

**3.10 SANITATION.**

3.10.1 The vendor will obey all federal, State, and local laws and ordinances regarding health, sanitation, and safety.

3.10.2 Maintenance of the kitchen will be the responsibility of Cole County, but cleaning and all related supplies necessary for the sanitation of areas used in food preparation (including but not limited to chemicals, hand soaps, dishwashing detergents, paper towels, clear trash bags, rags, gloves, hair nets, aprons and any other supplies necessary for cleaning and sanitation not specifically listed) are the responsibility of the successful respondent. Provider shall keep all areas allocated for their use in a state of cleanliness that meets with the satisfaction of the Jail

Administrator and any local, State or federal health authority. A dumpster is provided by the County in close proximity to the kitchen.

3.10.3 The provider shall be responsible for proper disposal of all refuse related to food preparation and performance of the contract in accordance with the standards established by the Department of Corrections. Logs must be maintained to ensure that the abovementioned standards are met.

3.10.4 The County shall be responsible for pest control.

3.10.5 The County shall be responsible for internal hood cleaning as needed.

3.11 **QUALITY ASSURANCE.** Upon being awarded the contract, the successful respondent shall provide a comprehensive Quality Assessment and Assurance Program outline concerning the purchase, delivery, storage, preparation, and delivery of food within the facility.

3.12 **CONTRACT WITH FEDERAL GOVERNMENT.** The County's agreement with the federal government states that the Service Contract Act applies to its detention of federal prisoners. EO 13658 establishes a minimum wage of \$10.20.

3.13 **EMERGENCY CONDITIONS.** If the Cole County kitchen should be damaged by fire, flood, riot, or any event that would render the kitchen inoperable, Cole County shall determine, after consultation with the Contractor, whether and to what extent the kitchen is operable. If the Contractor cannot then prepare and serve the required meals, Cole County, at its option, may continue with the contract or terminate without further obligation. The bidder must include in the proposal a detailed description of the bidder's emergency plan for providing alternate food service in case of an emergency such as mentioned above.

3.14 **STAFFING REQUIREMENTS.** As the kitchen facility is located within the Cole County Jail, the vendor shall ensure the following:

3.14.1 All security rules and measures of the Cole County Law Enforcement Center are followed at all times.

3.14.2 Shipping and receiving operations are coordinated with the Jail Administrator.

3.14.3 Names, dates of birth, social security numbers, driver's license numbers, and fingerprint samples of all employees who may work within the facility are to be submitted to Cole County at least fourteen (14) days prior to the commencement of work. All employees of the successful respondent will be subject to a background investigation and security check, as is normally required for personnel of Cole County; the Contractor will incur all associated costs in doing so. Cole County reserves the right to deny any person that does not meet established security clearances or obey the established rules and regulations access to the facility. Likewise, Cole County reserves the right to deny any person access to the facility for any reason, at the sole discretion of the County, and without hearing or appeal.

3.14.4 Cole County is to be notified immediately of any termination of employment among the kitchen staff and when any employee provides written notification of intent to terminate employment.

3.14.5 The successful respondent shall provide its employees with professional, neat uniforms that distinguish the paid staff from the inmates and correction officers.

- 3.14.6 A trained food service manager with at least twelve (12) months experience in Institutional Food Service Management shall oversee operations.
- 3.14.7 A qualified nutritional consultant, who is at a minimum a certified dietician licensed by the State of Missouri, shall be employed by the provider for consultation, review of menus, and any other service necessary to enable the vendor to carry out the requirements of this solicitation.

#### **4.0 EVALUATION AND AWARD**

- 4.1 **EVALUATION CRITERIA.** Cole County will accept the proposal that it deems to be in its best interest. Award shall be based on, but not necessarily limited to, the following factors:
  - 4.1.1 Prior experience and performance in facilities of similar nature, size, and volume as they relate to the respondent's ability to operate a successful food service program within Cole County.
  - 4.1.2 The vendor's knowledge and verifiable ability to comply with those requirements set forth in this RFP.
  - 4.1.3 Observance of all submission conditions and requirements.
  - 4.1.4 The proposed price per meal.
    - a. Price per meal to include all supplies necessary for the preparation, serving, and storage of meals not provided by the County. All food, beverages, labor, and operating expense necessary to execute the contract must be included.
  - 4.1.5 Respondent's preliminary implementation plan and quality assurance plan.
- 4.2 **PROPOSAL REVIEW AND METHOD OF AWARD.**
  - 4.2.1 Failure to meet a material requirement of the RFP documents may constitute sufficient reason for rejection of any proposal. The County reserves the right to waive any informality or minor defect where the acceptance, rejection, or waiving of such is in the best interest of the County. The right is also reserved to disqualify any proposal, before or after opening, upon evidence of collusion, intent to defraud, or any other illegal practice on the part of the vendor.
  - 4.2.2 The contract shall be awarded to the lowest responsible bidder whose offer best responds to the quality, capacity, and service requirements of Cole County. The selection process may include a request for additional information and/or an oral presentation to support the written proposal.
  - 4.2.3 Cole County reserves the right to award this contract not necessarily to the vendor with the lowest price, but to the bidder that best demonstrates the ability to fulfill the requirements of this solicitation.
  - 4.2.4 Proposals will be reviewed by Cole County. Vendors who are deemed fully qualified and best suited among those submitting proposals and determined to be reasonably susceptible of being selected for award may be requested to participate in further discussions regarding their

proposals. Discussion may cover cost, method, and other relevant factors. Revisions to proposals may be permitted after submission and before award for the purpose of obtaining best and final offers.

## 5.0 SUBMISSION FORMAT

5.1 **FORMAT.** To facilitate comparison of proposals, respondents must submit proposals in a format that corresponds with the following sections. Respondents should prepare their responses in a concise but thorough manner. Each page of the proposal should state the name of the respondent, the RFP number and the page number.

- Section 1: Fully Executed Cover Page (page 1 of this document)
- Section 2: References. A list of at least five (5) pertinent, professional references that the vendor has serviced in a similar capacity to what is being considered in this document
- Section 3: Anti-Collusion Statement (Attachment 2)
- Section 4: Company Information/Background to include:
- Brief Company History
  - Depth of Support for service at Cole County
  - Company experience/achievements in providing institutional and/or correctional food service management
- Section 5: Procedures for providing safe, sanitary, and secure food service management including supervision and internal security of products and equipment available to inmates
- Quality control methods and standards
  - Proposed Staffing Plan
  - Specific Sanitization Procedures
  - Specific Inventory Procedures for tools/equipment with potential to be used for a weapon
- Section 6: Procedures in place to ensure compliance all federal and Missouri State regulations to ensure Cole County's eligibility to house federal and/or State detainees from a food service perspective
- Section 7: Procedures for dealing with inmate/staff complaints about food and minimizing the potential for inmate litigation
- Section 8: Operational procedures for handling food service should on-site kitchen (or normal place of food preparation) be rendered unusable for whatever reason.
- Section 9: Transition plan to take over service from current provider beginning September 8, 2017
- Section 10: Four (4) Week Detailed Sample Menu
- Approved by registered dietician
  - To include cooked weights and calorie content

- Section 11: Pricing for each of the following:
- Standard Costs for 3 meals a day, 7 days a week (sliding scale increments to be determined by the respondent)
  - Nutritionally equivalent sack lunches
  - Snack meals
  - Religious/medically necessitated meals



**RFP No. 2017-31**  
**FOOD SERVICE PROGRAM, COLE COUNTY LAW ENFORCEMENT CENTER**

**AVAILABLE EQUIPMENT**

The following is a list of equipment that will be available in the kitchen of the Cole County Law Enforcement Center for use by the successful respondent in food preparation for Cole County detainees:

- |                                  |  |
|----------------------------------|--|
| 1. Wall Mounted Utility Faucet   | 26. 40 Gal. Tilting Skillet            |
| 2. Hose Reel                     | 27. Floor Trough (2)                   |
| 3. Soiled Dish Table             | 28. Exhaust Hood System                |
| 4. Tray Rinse (with Pre-Rinse)   | 29. 6' Griddle                         |
| 5. Dish Machine                  | 30. 4 Burner Range (2)                 |
| 6. Clean Dish Table              | 31. Combi-Oven w/ Stand                |
| 7. Mobile Tray Rack              | 32. Fire Protection System             |
| 8. Hand Sink (4)                 | 33. Work Table                         |
| 9. Pot & Pan Sink                | 34. Over Shelf                         |
| 10. Double Over Shelf            | 35. 2 Door Pass-thru Refrigerator      |
| 11. 2 HP Disposer                | 36. Work Table                         |
| 12. Walk-in Cooler/Freezer       | 37. Over Shelf                         |
| 13. Dunnage Rack (4)             | 38. Tray Make-up Conveyor              |
| 14. Freezer Shelving             | 39. 3 Pan Hot Food Unit                |
| 15. Cooler Shelving              | 40. 2 Pan Cold Food Unit               |
| 16. Dry Storage Shelving         | 41. Mobile Pan Rack (5)                |
| 17. 2 Door Reach-in Refrigerator | 42. 4 Pan Hot Food Unit                |
| 18. Prep Table with Sinks        | 43. Mobile Tray Delivery Cart (4)*     |
| 19. Wall Shelf (2)               | 44. 5 Gal. Beverage Dispenser          |
| 20. 1 ½ HP Disposer              | 45. Mobile Beverage Rack               |
| 21. Bakery Table                 | 46. Wall Mounted Water Filling Station |
| 22. Ingredient Bin (3)           | 47. Water Filter Unit                  |
| 23. 60 QT. Mixer                 | 48. Ice Machine with Storage Bin       |
| 24. 40 Gal. Tilting Kettle       | 49. Booster Heater                     |
| 25. Electric Meat Slicer         |  |

# ANTI-COLLUSION STATEMENT

STATE OF \_\_\_\_\_)

COUNTY OF \_\_\_\_\_)

\_\_\_\_\_

\_\_\_\_\_ being first

duly sworn, deposes and says that he is \_\_\_\_\_  
(title of person signing)

of \_\_\_\_\_

\_\_\_\_\_

(Name of Bidder)

that all statements made and facts set out in the proposal for the attached bid are true and correct; and that the bidder (The person, firm, association, or corporation making said bid) has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with such bid of any contract which result from its acceptance.

Affiant further certifies that bidder is not financially interested in, or financially affiliated with, any other bidder for the attached bid .

(BY) \_\_\_\_\_

(BY) \_\_\_\_\_

Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_

\_\_\_\_\_

Notary Public

My Commission expires: \_\_\_\_\_

\_\_\_\_\_