

BID SPECIFICATIONS PACKET
REQUEST FOR PROPOSALS
INMATE FOOD SERVICES

RFP posting: 7/1/2024

Submission Deadline: 7/15/2024

Campbell County Detention Center
601 Central Ave.
Newport KY. 41071



Phone: 859-431-4611
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Campbell County Elected Officials
Judge Executive Steve Pendery
Commissioner Brian Painter
Commissioner Geoff Besecker
Commissioner Tom Lampe
Jailer James Daley

PURPOSE

The purpose of this Request for Proposals is to solicit interest from qualified firms to provide Inmate Food Services for the Campbell County Detention Center. A qualified firm will be selected through a fair and open process at the sole discretion of the County.

PROCEDURES FOR RESPONDING TO THIS REQUEST FOR PROPOSALS

The forms and specifications for this RFP can be requested by contacting Ryan Grosser, Lieutenant, Campbell County Detention Center, 601 Central Avenue Newport Kentucky 41071.

Telephone 859-547-1927 or by email to rgrosser@campbellcountyky.gov

Technical questions regarding this RFP or a request to visit the project site should be directed no later than July 15th 2024, to Ryan Grosser, Lieutenant, Campbell County Detention Center, 601 Central Avenue Newport Kentucky 41071. Telephone 859-547-1927 or by email to rgrosser@campbellcountyky.gov

Another point of contact for this RFP is Zachary Smith, Major, Campbell County Detention Center, 601 Central Avenue Newport Kentucky 41071, telephone 859-547-1918 or by email zsmith@campbellcountyky.gov

Sealed proposals for Inmate Food Services for a three (3) to five (5) year period will be received at the administration office of the Campbell County Detention Center, 601 Central Avenue Newport Kentucky 41071, until 4:00 PM on Monday, July 15, 2024, at which time they will be opened and read aloud.

Late bids will not be accepted or considered regardless of the reason.

An original and one (1) copy of the proposer's proposal to provide Inmate Food Services to the Campbell County Detention Center must be submitted in an envelope sealed with clear tape and addressed to the Campbell County Detention Center and clearly marked on the outside of the envelope with the bidder's name and address and the designation "Bid Enclosed for Proposal". No responsibility will be attached to any County representative for premature opening of a bid not properly addressed and identified. The bid shall be signed by an official authorized to bind the offer.

The Campbell County Detention Center reserves the right to reject any or all bids or parts thereof.

It is anticipated that the five (5) year contract entered into pursuant to this RFP will become effective September 1, 2024, and terminate on August 31, 2029. However, the County reserves the right to limit the contract award to a three (3) year period with an anticipated effective date of September 1, 2024, and terminating on August 31, 2027.

The Campbell County Detention Center will not be liable for any costs incurred by vendors in the preparation of bids for this project.

Bids may be withdrawn at any time prior to the designated time of the opening of bids. All bids must be firm for ninety (90) days following the bid opening, and no bids will be permitted to be withdrawn during such period. Bids will be awarded or rejected within ninety (90) days from opening.

Provisions Required by Law Deemed Inserted: Each and every provision of law and clause required by law to be inserted in the contract for Inmate Food Services will be deemed to be inserted therein and the contract will be read and enforced as though it were included here, and if through mistake or otherwise and such provision is not inserted, or is not correctly inserted, then upon the application of either party, the contract shall forthwith be physically amended to make such insertion.

INTRODUCTION

Campbell County Detention Center is requesting proposals for the provision of food services to include inmate feeding seven (7) days a week and program support services for an approximate inmate population of 300-350 for a term of three (3) to five (5) years.

Campbell County Detention Center is located at 601 Central Avenue Newport, Kentucky 41071.

OBJECTIVES

1. To deliver a high-quality food service that can be audited against established nutritional and health standards.
2. To operate the food service program using trained personnel.
3. To operate the food service program in a cost-effective manner with full reporting to Campbell County Detention Center.
4. To maintain an open collaborative relationship with the administration and staff of Campbell County Detention Center.
5. To provide comprehensive program for continuing staff and inmate training.
6. To operate the food service program in a humane manner with respect to the inmates' rights to basic health and nutritional standards.

PROPOSER QUALIFICATIONS

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

1. The vendor must be organized for the purpose of providing institutional and/or volume food service.
2. The vendor must have a proven ability for a contract start-up within thirty (30) days of signed contract.
3. The vendor must have qualified and trained staff with sufficient back-up personnel to successfully complete the contract requirements.
4. 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.

SELECTION CRITERIA - CRITERIA FOR EVALUATION

Mandatory requirements include:

1. Compliance with the RFP instructions.
2. Compliance with general requirements for all contracts by governing bodies of the facility.

The vendor will be selected based on written proposal and any requested presentations. The primary criteria that will be used in awarding the contract will be as follows:

- The vendor's demonstrated experience and expertise in correctional facilities.
- The vendor's financial stability.
- Vendor's development of an operating plan for food service program that best meets the stated objectives and needs of Campbell County Detention Center. This includes vendor's Quality Assurance Plan and proposed staffing and personnel plan.
- Services and menu quality offered for the price proposed. This includes nutritional quality, menu acceptability and stated menu standards.
- The proposed price per meal. For an acceptable proposal, costs can only be expressed in terms of price per meal. The price per meal can be proposed on a graduated price break schedule based on the number of meals served for each breakfast, lunch, and dinner. Price(s) per meal for the period September 1, 2024 to December 31, 2024, must be firm for the entire duration of that time period. Proposers may include price increases per meal served thereafter during the term of the contract. No other pricing such as startup costs, management fees, or contract termination / removal fees can be proposed.
- Proposers must agree in their response that if they are the firm selected to negotiate a contract award as a result of this RFP, it will be the responsibility of the proposer's legal representatives to develop a formal written agreement for the services to be provided for review and approval by a solicitor for Campbell County.
- Vendors who are deemed, based on the 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 of operation, and all other relevant factors.

METHOD OF AWARD

1. 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 and price proposals.

2. 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.
3. The successful vendor shall commence work only after the transmittal of a fully executed contract from Campbell County Detention Center. The successful bidder will perform all services indicated in the proposal in compliance with the negotiated contract.
4. Campbell County Detention Center reserves the right to reject any or all proposals for any reason, in whole and in part, received in response to this RFP. Campbell County Detention Center will not pay for any information herein requested, nor is it liable for any costs incurred by the proposer.
5. Vendors whose proposals do not meet the mandatory requirements will be considered non-compliant and their RFP proposal package will be rejected.

PROPOSAL PACKAGE

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

1. Transmittal Letter. This letter is to be brief, addressed to Campbell County Detention Center, and shall provide the following information:
 - Name and address of the proposer.
 - Name, title, address, telephone number, and email address of their primary and secondary point of contact for this RFP.
 - Each original proposal must be signed and dated by an official authorized to bind the contractor. Each proposal shall be indexed and pages numbered for ease of reference.
2. Technical Proposal. This portion of the proposal must address each item listed below.
 - Introduction to and profile of company.
 - Corporate and regional office organization structure.
 - Date the company was organized.
 - Corporate background and depth of support to include description of parent company, if any; number of employees; and number of years doing business.

SCOPE OF WORK

Description of Current Operations:

- The average daily population (ADP) at Campbell County Detention Center for the past three years has been an average of 300. The ADP is not to be construed to mean the successful vendor will serve that number of inmates daily. It is only provided as a guideline for possible meals to be served.
- The price per meal charged shall be determined by taking the actual meals served for each breakfast, lunch, and dinner times the contract price for that number of meals.
- Food is currently received, stored, prepared, and served at Campbell County Detention Center, 601 Central Avenue Newport Kentucky 41071.
- Contracted food service personnel train and supervise assigned kitchen inmate workers in food preparation, sanitation, and cleanup and ensure that they follow established Prison and kitchen work rules and regulations. Inmate workers are supervised by the food service personnel.
- All food trays in the main facility are washed in the main kitchen under the supervision of contracted food service personnel.
- The current meal serving schedule is breakfast- 6:15 AM; lunch - 11:00 AM; and dinner - 5:00 PM.

VENDOR SERVICE REQUIREMENTS

1. The successful vendor will be expected to provide the following services as part of the food service program:
 - Purchase and safely manage all food and consumable supplies and products that are required for the food service operation. These supply and food products shall remain the property of the contractor. The vendor shall provide cleaning supplies for the kitchen area including all dishwashing soaps and chemicals.
 - Be responsible for routine cleaning and housekeeping of food preparation, service, and dry and refrigerated storage areas and will, on a continuing basis, maintain standards of sanitation required by state or local regulations. The Campbell County Detention Center shall be responsible for removal of trash and garbage.
 - Inspections of kitchen facilities and compliance documentation by Campbell County Detention Center and State health and other regulatory agencies must achieve satisfactory ratings.

2. Licenses, Fees, and Taxes. The successful vendor shall be responsible for paying all federal, state and local licenses, permits, and fees required for the operation of the food service program being provided hereunder.
3. Access and Records. The successful vendor shall keep full and accurate records of sales and meal count records in connection with the food services program. A copy of the said record shall be supplied to the Jailer or designee on a weekly basis. In addition, all such records shall be available for auditing by the Campbell County Detention Center at any time during regular work hours.
4. Return Facility in Good Working Order. The successful vendor shall return to the Campbell County Detention Center at the expiration of this contract the food services premises and all equipment furnished by the Campbell County Detention Center in the condition in which it was received except for ordinary wear and tear and except to the extent that said premises and equipment may have been lost or damaged by fire, flood, or unavoidable occurrence and except to the extent that the said equipment may have been stolen by persons other than employees of the vendor without negligence on the part of the vendor or its employees and providing that all damages and losses are reported to the Campbell County Detention Center for all items covered by this paragraph. The Campbell County Detention Center will pay for needed repairs to equipment and the premises caused by normal wear and tear. The Campbell County Detention Center will replace equipment, which in the opinion of the Campbell County Detention Center, has exceeded its useful life.
5. Security. The successful vendor's personnel assigned to work at Campbell County Detention Center will be required to undergo a security background check and clearance will be granted or denied at any time at the sole discretion of the Jailer or designee. These personnel shall also participate in security training provided by the Campbell County Detention Center.
6. Daily Processing of Inmate Complaints. Campbell County Detention Center personnel shall act upon all inmate complaints regarding the food service operation. The Jailer or designee shall be responsible for resolving inmate grievances.

MENU SPECIFICATIONS

1. Inmate Cycle Menu. Proposers must submit a four (4) week cycle menu. Each week will include 21 meals and comply with Kentucky Administrative Regulations (KAR) standards. No proposal will be considered that does not provide the menu upon which the cost of services is calculated together with the "as served" portion sizes of each menu item.
2. Menu Description Requirements. Menus submitted in proposals must include clearly defined descriptions of food items. All menu items must be listed in "as served" portions which clearly indicate weight or volume measurements (e.g., ½ cup, 1/48 cut portion, 3 oz. wt., etc.). Entree items including casseroles must include cooked weight measurements of meat or meat equivalent per portion. Approximate condiments and beverages to be served must be included.

3. Balanced Menu Planning Requirements:

- The menu shall be planned with products and recipes with proven inmate acceptability. The vendor shall include in the proposal a method to monitor inmate preferences and to make applicable adjustments. A sample meal quality assurance assessment form shall be submitted.
- A variety of food flavors, textures, temperatures and appearances shall be used.

4. Nutritional Requirements:

- Menus shall provide an average of 2400 calories per day per KAR standards in addition to all of the required nutrients.
- An item-by-item computer nutritional analysis of the proposed menu(s) with a weekly summary indicating the percentage of compliance to the highest Recommended Dietary Allowance (RDA) values for the population shall be submitted with proposals. Each item on the menu shall have specific nutritional values based on recipes that will be used in the facility. For example, the specific calories, protein, fat, sodium, calcium, iron and vitamins in the recipe that will be used for Beef, Macaroni, and Tomatoes and all other meal items shall be separately identified on the computer analysis.
- A registered dietician shall certify the inmate menu in the proposal with a signed nutritional compliance statement.
- A registered dietician will approve all menus prior to service and annually thereafter. All meals served will follow the most recent published Recommended Dietary Allowances and Dietary Reference Intakes for adult males and females.

5. Medical and Religious Diets:

- The vendor shall provide at no additional cost religious and medical diets conforming to special religious or medically ordered specifications.
- The vendor shall provide at no additional cost medically necessary snack bags as appropriate for pregnant, diabetic, and other inmate medical conditions.

6. Plan for Product Wholesomeness:

- The vendor warrants that all meat products will be purchased from suppliers using HACCP (Hazard Analysis Critical Control Point) programs. The vendor also warrants that all food items will be purchased from facilities that meet all applicable federal and state regulations for food safety, use only industry "best practices" to assure wholesomeness, and maintain appropriate liability insurance on their products.

- Vendor will include in the proposal its specific plan for maintaining safe and wholesome food at the Campbell County Detention Center.

7. Documentation of Meals Served:

- Documentation of all meals served including substitutions shall be maintained. A plan for assuring nutritional compliance with substitutions shall be provided in the proposal.
- The vendor shall outline in the proposal procedures used to assure that all meals will be served at appropriate temperatures and in a manner that makes them palatable.
- The vendor shall provide as part of their proposal standardized recipes with portion yield data for all items. The successful vendor must have these standardized recipes available at Campbell County Detention Center and ensure that they are utilized by their personnel.

STAFFING REQUIREMENTS

1. The successful vendor must provide a full-time on-site Food Service Director/ Manager at the Campbell County Detention Center. Additional contractor personnel shall be provided as necessary to maintain a safe, secure, and efficient food service operation at the discretion of the Campbell County Detention Center.
2. Proposers will include a description of the required qualifications and a job description for the Food Service Director/ Manager to be provided under this Agreement. Job descriptions for all other vendor staff to be assigned to work at the Campbell County Detention Center must be included in vendor responses.
3. Proposers will be responsible for the supervision and training of its paid staff. The vendor shall provide training in food service, delivery, and management. The proposal shall outline what this training will entail as part of the vendor's overall training program.
4. Inmates will be assigned to assist the vendor's personnel in food service work details at the discretion and subject to the approval of the Jailer or designee. The vendor agrees to train inmates. Inmate payroll for workers assigned to assist the successful vendor shall be the sole responsibility of the Campbell County Detention Center.
5. The vendor will provide an organizational chart and job descriptions for all professionals and inmates required per shift. Inmate personnel shall be used for the preparation of food, delivery of meals, and general sanitation and cleaning.
6. The successful vendor shall be solely responsible for all wages, salary, benefits, overtime payments, workman compensation, unemployment compensation, and any and all other required payroll deductions for its personnel assigned to work at the Campbell County Detention Center.

7. The successful vendor shall insure that its assigned staff works cooperatively and in concert with Campbell County Detention Center.
8. The contractor and its personnel will abide by all the security rules and regulations of the Campbell County Detention Center.
9. Proposers must agree that its employees assigned to duty at the Campbell County Detention Center and at the vendor's expense shall submit to periodic health examinations at least as frequently and as stringently as required by law and agrees to submit satisfactory evidence of compliance with all health regulations upon request to the County.

COUNTY RESPONSIBILITY

1. Campbell County Detention Center shall be responsible to:
 - Provide accurate and timely orders for the number of meals to be served to inmates.
 - Allow ingress and egress to all production areas subject to any security concerns.
 - Provide lighting, heating, ventilation, water, and all other utilities.
 - Provide pest extermination services and removal of trash and garbage.
 - Provide general maintenance to the building structure including but not limited to the maintenance of gas, water, sewage, ventilation, lighting, air conditioning, refrigeration, duct work, floor coverings, and wall and ceiling surfaces. The Campbell County Detention Center maintenance does not include day to day cleaning operations in the kitchen area which is the responsibility of the vendor.
 - Provide preparation, storage, and holding equipment including refrigeration, freezer, and dry good storage and maintenance for same.
 - Maintain kitchen appliances and equipment in proper working order on a regular basis.
 - Provide a sufficient number of inmate workers to support the food service operation subject to security needs and at the sole discretion of Campbell County Detention Center.
 - Provide security, control, and limitation of inmate movement in, to, and from the food service area, including physical security of employees, suppliers, and other authorized visitors.

INSURANCE AND LIABILITY COVERAGE

1. The successful vendor shall be responsible for providing any and all insurances as required by law.
2. The successful vendor shall also carry separate general liability insurance covering bodily injury; personal injury, and property damage in the minimum amount of one million dollars (\$1,000,000) combined single limit.

CONTRACT REVIEW

1. Campbell County Detention Center and the successful vendor will meet at the facility prior to the contract startup date and annually to discuss contract objectives and performance. Additional meetings shall be held as necessary at the discretion of the Jailer or designee.

TERMINATION OF CONTRACT

1. Termination for Cause. Campbell County Detention Center may terminate the awarded contract at any time that the contractor fails to carry out its provisions or to make substantial progress under the terms specified in the contract. Campbell County Detention Center will provide the contractor with thirty (30) days written notice of conditions endangering performance. If after thirty (30) days written notice the contractor fails to remedy the condition contained in the notice, Campbell County Detention Center will provide the contractor with an immediate cancellation notice with a termination date as determined by the Campbell County Detention Center.
 - Campbell County Detention Center shall be obligated to reimburse the contractor only for those services rendered prior to the contract termination date, less any liquidation damages that may be assessed for non-performance.

Authentication of Bid and Affidavit of Non-Collusion and Non-Conflict of Interest

I hereby swear (or affirm) under the penalty for false swearing as provided by KRS 432.170: That I am the bidder (if the bidder is an individual, a partner (if the bidder is a partnership) or an officer or employee of the bidding corporation having authority to sign on its behalf (if the bidder is a corporation);

That the attached bid or bids covering Campbell County Fiscal Court, has been arrived at by the bidder independently and have been submitted without collusion with, and without any agreement, understanding or planned common course of action with any other vendor or materials, supplies, equipment or services described in the invitation to bid, designed to limit independent bidding or competition;

That the contents of the bid or bids have not been communicated by the bidder or its employees or agents to any person not an employee or agent of the bidder or its surety on any bond furnished with the bid or bids and will not be communicated to any such person prior to the official opening of the bid or bids;

That the bidder is legally entitled to enter into the contracts with the Campbell County Fiscal Court and is not in violation of any prohibited conflict of interest, including those prohibited by the provisions of KRS 164.390, 16.092, 61,096 and 42.990; and

(Applicable to corporations only) That as a foreign corporation we are registered with the Secretary of State, Commonwealth of Kentucky, and authorized to do business in the State _____ or, That as a domestic corporation we are in good standing with the Secretary of State, Commonwealth of Kentucky _____. (Check the statement applicable.

That I have fully informed myself regarding the accuracy of the statements made in this affidavit.

NOTICE

Any agreement of collusion among bidders or prospective bidders which restrains, tend to restrain, or is reasonably calculated to restrain completion by agreement to bid at a fixed price, or to refrain from bidding or otherwise, is prohibited. The provision of KRS 355.080 and 305.000 which permit the regulation of resale price by contract do not apply to sales to the State, no sales to Local Governments.

Any person who violates any provisions of Kentucky Revised Statue 42.076 shall be guilty of a felony and shall be punished by a fine not less than five thousand dollars nor more than ten thousand dollars, or be imprisoned not less than one year no more than five years, or both such fine and imprisonment. Any firm, Corporation or association which violates any of the provision of KRS 42.076 shall, upon conviction, be fined not less than ten thousand dollars no more than twenty thousand dollars.

In submitting this bid on the Bid Price Sheet, it is expressly agreed that upon proper acceptance by the Campbell County Fiscal Court of any or all items bid, a contract shall hereby be created with respect to the items accepted.

Signed _____ Date _____ by:

Firm/Company _____

Address _____

Phone _____

Required Affidavit for Bidders, Offerors, and Contractors Claiming Resident Bidder Status

For Bids and Contracts in General:

The bidder or offeror hereby swears and affirms under penalty of perjury that, in accordance with KRS 45A.494(2), the entity bidding is an individual, partnership, association, corporation, or other business entity that, on the date the contract is first advertised or announced as available for bidding:

1. Is authorized to transact business in the Commonwealth;
2. Has for one year prior to and through the date of advertisement
 - a. Filed Kentucky corporate income taxes;
 - b. Made payments to the Kentucky unemployment insurance fund established in KRS 341.49; and
 - c. Maintained a Kentucky workers' compensation policy in effect.

The BIDDING AGENCY (Campbell County Fiscal Court) reserves the right to request documentation supporting a bidder's claim of resident bidder status. Failure to provide such documentation upon request shall result in disqualification of the bidder or contract termination.

Signature _____ Printed Name _____

Title _____ Date _____

Company Name: _____

Address: _____

Subscribed and sworn to before me by: _____
_____ Affiant Title _____

of _____ this _____ day of _____, 20____.
(Company Name)

Notary Public _____ / _____ / _____
My commission expires