

JOHNSON COUNTY SHERIFF'S OFFICE



REQUEST FOR PROPOSAL

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 Johnson County Detention Center located at 278 SW 871 Road Centerview, Missouri. The jail has a maximum capacity of 220 persons with an average inmate population over the past 12 months of 160 persons (with no anticipated change) and approximately 14,500 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 **MANDATORY FACILITY WALK-THROUGH.** A mandatory facility walk-through will be held at 9:30 a.m. Central on Tuesday, Mar 4th 2025 at the Johnson County Detention Center (278 SW 871 Road Centerview, Missouri). Attendees shall meet in the front lobby of the main entrance. Attendance is a prerequisite for submitting a response to this solicitation and will be evidenced by the representative's signature on the attendance roster. This meeting will provide an opportunity for potential respondents to view the facilities and equipment available for use in carrying out this service and to seek clarification on the outlined requirements prior to submitting a response.
- 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:

Major Mike Hanes
mhanes@jocomosheriff.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.jocomosheriff.org/press. All issued addenda are incorporated by reference as if fully set out herein. Respondents are cautioned that the only official position of Johnson County is that which is issued by Johnson 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 Johnson 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 (4) exact duplicates.

It is the responsibility of each respondent to deliver its submission to the Johnson County Sheriff's Office, 278 SW 871 Road Centerview, Missouri 64019 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 privately opened at the Johnson County Sheriff's Office, located at 278 SW 871 Rd Centerview, MO 64019 on Monday, Mar 24, 2025 at 9:00 a.m. Central. Proposals will be evaluated and an award, if any, will be made to the proposer who best meets the requirements and is judged best able to provide a food service program for detainees of the Johnson County Detention Center.

2.0 TERMS AND CONDITIONS

2.1 **INCURRING COSTS.** Johnson 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 Johnson County's sole judgment, the best interests of Johnson 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 Johnson County Sheriff's Office.

- 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 Johnson 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 Johnson 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 Johnson 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.jocomosheriff.org/press. 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, Johnson 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. Johnson County shall be the sole judge of equivalency.
- 2.10 **LIKE OR SIMILAR PRODUCT.** Johnson 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 Johnson.
- 2.11 **BID FORMS.** Bids made on anything other than the official bid form(s), if furnished by Johnson County, will render the bid informal and may cause its rejection.
- 2.12 **QUALIFICATIONS OF RESPONDENTS.** Johnson 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.** Johnson 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 Johnson County pursuant to this solicitation shall be deemed accepted until the County has had reasonable opportunity to inspect. Johnson 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. Johnson 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, Johnson 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 Johnson County, Missouri.
- 2.20 **INTERPRETATION OF DOCUMENTS.** Should any differences arise as to the meaning or intent of these specifications, Johnson County's interpretation shall be final and conclusive.
- 2.21 **SHIPPING.** Deliveries shall be F.O.B. destination freight prepaid to Centerview, 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 Johnson County in accordance with the provisions and requirements stated herein. Any usage quantities included in this request are based on estimated need; Johnson 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 Johnson County, as determined by the County.
- 2.24 **PREFERENCE.** In making bid awards, Johnson County shall give preference to all firms, corporations, or

individuals that maintain office or places of business within the County of JOHNSON 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, Johnson 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 Johnson 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 Johnson 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 Johnson County in whole or in part at such time that the Johnson County Commission determines that such termination is in the best interest of Johnson 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 Johnson 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 Johnson 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 Johnson County. Policy must be endorsed to be Primary and non-contributory. Contractor will provide Johnson 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. Johnson 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 Johnson 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 Johnson County at least thirty (30) days prior to expiration.

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

- 3.1.1 To implement and sustain a written food service plan with clear objectives, policies, procedures, and annual self-evaluation of compliance;
- 3.1.2 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 Johnson County;
- 3.1.3 To maintain a cooperative, collaborative relationship with the administration and staff of Johnson County and to adhere to all policies and procedures of the Johnson County Sheriff's Office;
- 3.1.4 To maintain documentation of menus (as they are actually served), to be made available upon the request of Johnson County.

3.2 **CONTRACT TERM.** It is the intent of Johnson 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 May 1, 2025; any subsequent extension agreement must take place between Johnson 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.

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

- 3.3.1 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.
- 3.3.2 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.
- 3.3.3 Qualified and trained personnel must be available and prepared to successfully operate the service beginning May 1, 2025 under a fully executed contract.
- 3.3.4 The business must have the central office capability to supervise and monitor the program, ensuring satisfactory provision of service.
- 3.3.5 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.

3.4 BILLING.

- 3.4.1 Johnson 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.
- 3.4.2 After approval and verification, payment will be made within thirty (30) days of receipt of the invoice.
- 3.4.3 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.
- 3.4.4 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.

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

- 3.5.1 Offer nutritionally-balanced meals that have been approved by a registered dietician. Up to the bidder to present hot/cold meal plan of their choice. Currently facility is cold/hot/hot set up.
- 3.5.2 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 Johnson County. Current meal times are breakfast at 0600 hours, lunch at 1100 hours and dinner at 1700 hours. The successful respondent will NOT be required to distribute meals to inmates.
 - Inmate labor may be used in plating, passing and cleaning duties only
 - 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 Johnson County:
 - Peanuts
 - Onions
 - Seafood/shellfish
 - Pork or pork bi-product
- 3.5.3 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.
 - “Snack meals” appropriate for diabetics and pregnant women.
 - Sack lunch items on-site as needed that are nutritionally equivalent to standard meals
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3.6 **MEAL STANDARDS.**

- 3.6.1 Meal’s standards, as defined by the USDA, other federal and Missouri State regulations, must be observed at all times. It is the responsibility of the respondent to be familiar with these regulations and always fulfill the nutritional obligations of Johnson County should it house federal or State

detainees.

- 3.6.2 Meals are required to have a combined calorie content of at least 2800 calories per day. All menus shall be reviewed by the respondent's registered dietician and adjusted accordingly to meet this objective.
- 3.6.3 Food is to be served in a reasonable variety and at appropriate temperatures.
- 3.6.4 Portion sizes shall be specified on the proposed menus as serving (cooked) weight unless otherwise specified.

3.7 **USE OF KITCHEN.**

- 3.7.1 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 Johnson County. A list of available equipment can be found on Attachment One. Small-wares are the property of the current provider and would leave the facility should there be a change in service.
- 3.7.2 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.
- 3.7.3 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 Johnson County.
- 3.7.4 The provider shall furnish all small wares, utensils, cookware, etc. in addition to food products, labor, and commodities for the preparation of meals. Further, replacement of small wares will be at the expense of the provider. The County will provide only major kitchen appliances, cook surface, and those items outlined on Attachment 1. It is the obligation of the vendor to ensure that its equipment and/or supplies are compatible with County-owned equipment. These factors must be considered in the per meal price quote.

3.8 **SECURITY.**

- 3.8.1 Employees of the successful respondent will be responsible for the security and control of any County-issued keys and/or work tools.
- 3.8.2 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 Johnson County.
- 3.8.3 Provider employees will follow established security procedures and will take direction from the correctional staff in this capacity.

3.9 **SANITATION.**

- 3.9.1 The vendor will obey all federal, State, and local laws and ordinances regarding health, sanitation, and safety.
- 3.9.2 Maintenance of the kitchen will be the responsibility of Johnson 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.
- 3.9.3 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 **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.
- 3.11 **EMERGENCY CONDITIONS.** If the Johnson County kitchen should be damaged by fire, flood, riot, or any event that would render the kitchen inoperable, Johnson 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, Johnson 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.
- 3.12 **STAFFING REQUIREMENTS.** As the kitchen facility is located within the Johnson County Jail, the vendor shall ensure the following:
 - 3.12.1 All security rules and measures of the Johnson County Detention Center are followed at all times.
 - 3.12.2 Shipping and receiving operations are coordinated with the Jail Administrator.
 - 3.12.3 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 Johnson 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 Johnson County; the Contractor will incur all associated costs in doing so. Johnson 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, Johnson 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.
 - 3.12.4 Johnson 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.

- 3.12.5 The successful respondent shall provide its employees with professional, neat uniforms that distinguish the paid staff from the inmates and correction officers.
- 3.12.6 A trained food service manager with at least twelve (12) months experience in Institutional Food Service Management shall oversee operations.
- 3.12.7 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.** Johnson 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 Johnson 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. All food, beverages, labor, and operating expense necessary to execute the contract must be included. The County offers the necessary space to operate the food service should the vendor choose to utilize it. The County does not, however, provide any kitchenware aside from those items listed on Attachment 1.
- 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 most responsible bidder whose offer best responds to the quality, capacity, and service requirements of Johnson County. The selection process may include a request for additional information and/or an oral presentation to support the written proposal.
- 4.2.3 Johnson 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 Johnson County. Vendors who are deemed fully qualified and best

suites 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 Johnson 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 with USDA and other federal and Missouri State regulations to ensure Johnson 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 August 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. 2017-15
FOOD SERVICE PROGRAM, JOHNSON COUNTY DETENTION CENTER

AVAILABLE EQUIPMENT

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

- | | |
|--------------------------------|------------------------------------|
| 1. Wall Mounted Utility Faucet | 20. Exhaust Hood System |
| 2. Hose Reel | 21. 4 Burner Range (2) |
| 3. Soiled Dish Table | 22. Combi-Oven w/ Stand |
| 4. Tray Rinse (with Pre-Rinse) | 23. Fire Protection System |
| 5. Dish Machine | 24. Work Table |
| 6. Clean Dish Table | 25. Steam/Work Table |
| 7. Mobile Tray Rack | 26. Mobile Tray Delivery Cart (4)* |
| 8. Hand Sink (4) | 27. 5 Gal. Beverage Dispenser |
| 9. Walk-in Cooler/Freezer | 28. Water Filter Unit |
| 10. Pot & Pan Sink | 29. Ice Machine with Storage Bin |
| 11. Freezer Shelving | |
| 12. Cooler Shelving | |
| 13. Dry Storage Shelving | |
| 14. Wall Shelf (2) | |
| 15. 1 ½ HP Disposer | |
| 16. Bakery Table | |
| 17. Ingredient Bin (3) | |
| 18. 60 QT. Mixer | |
| 19. 40 Gal. Tilting Kettle | |

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: _____
