



Food Service Program for Harvey County Detention Center
Request for Proposal

May 23, 2023

Harvey County
PO Box 687, 800 N. Main St.
Newton, KS 67114

Harvey County is currently soliciting written proposals for a Food Service Program for the Harvey County Detention Center. The successful Firm will be responsible for food procurement, food preparation, and maintaining supply, inventory, and staffing for all administrative and operational functions described herein. It is anticipated that an official contract and/or purchase order will be issued after the Board of County Commission approval of the recommended proposal.

Carefully review this Request for Proposal as it provides specific technical information necessary to aid participating Firms in formulating a thorough response. Should you elect to participate, three (3) copies of the entire document must be completed and returned in a sealed container/envelope to the Harvey County Administration Office on or before 5:00 p.m. CDT, Friday, June 23rd, 2023. Proposals will be opened by the Harvey County Commission on Tuesday, June 27, 2023, at or around 9:30 AM. Envelopes must be marked “**HCDC Food Service**” and include the proposing Firm’s name and return address. Late or incomplete responses will not be accepted and will not receive consideration for final award.

Proposed based pricing for services may be disclosed at a public meeting to receive and file response of this and other solicitations. It should be noted that other information provided in your response will be considered proprietary and will not be divulged during the proposal review process. Because purchases or contractual agreements of this nature require the expenditure of public funds and/or use of public facilities, the successful proposer must understand that portions (potentially all) of their proposal (including all final contracts) will become public record after its acceptance by the Board of County Commissioners.

This Request for Proposal (RFP) is an invitation by Harvey County for Firms to submit an offer which may be subject to subsequent discussion. Submittal of a proposal does not create any right in or expectation to a contract with Harvey County. Harvey County reserves the right to reject any or all proposals and the County further declares that it will incur no financial obligations for any costs incurred by any company in preparing their proposal.

1. About this Document

This document is a Request for Proposal (RFP). Proposals will be evaluated based upon criteria formulated around the most important features of a product or service, of which quality, testing, references, availability or capability, may be overriding factors, and price may not be determinative in the issuance of a contract or award. The proposal evaluation criteria should be viewed as standards, which measure how well a vendor’s approach meets the desired requirements and needs of the County. Those criteria that will be used and considered in evaluation for award are set forth in this document. The County will thoroughly review all proposals received. The County will also utilize its best judgment when determining whether to schedule a preproposal conference, before proposals are accepted, or meetings with vendors, after receipt of all proposals. A Purchase Order/Contract will be awarded to a qualified vendor submitting the best proposal. **Harvey County reserves the right to select, and subsequently recommend for award, the proposed service which best meets its required needs, quality levels and budget constraints.**

2. Scope of Work

The purpose of this RFP is for the Harvey County Detention Center to obtain proposals for the provision of food service for inmates. The County’s objective is for this RFP to result in a contract between the successful Firm and Harvey County that will meet the following objectives:

- To deliver high quality food service that can be audited against established nutritional and health standards meeting or exceeding a 2850 calorie per day diet;
- To operate the food service program using correction experienced and professionally trained personnel;
- To operate the food service program in a cost effective manner with full reporting to the County;
- To implement a food service plan with clear objectives, policies, procedures and evaluation of compliance;
- To maintain an open collaborative relationship with the County Sheriff and Detention staff;

- To maintain standards established by the County, as well as American Correctional Association (ACA), and any applicable State and Federal Correctional Food Service Standards;
- To offer a comprehensive program for continuing staff training and inmate training and education; and,
- To operate the food service program in a humane manner with respect to the inmates' right to basic health and nutritional standards.

Background Information

The Harvey County Detention Center, located at 120 E. 7th St., is a 136 bed Adult Detention Facility for male and female offenders. The facility is currently equipped with a kitchen that was installed when the detention center was constructed in 1997. The Harvey County Detention Center's current Food Service Program is as follows:

- Consolidated Management Company is the detention center's current food service provider and has been for 10 years.
- The detention center has a maximum capacity of 136 with an average daily inmate population (ADP) of 101.
- The current inmate meal rate is \$1.73 per meal for an ADP of 101.
- The high and low inmate counts for the past year were: 92 / 119.
- Meal carts are delivered to 7 pods, 2 open dorms, holding cells, and medical cells.

Although an attempt has been made to provide accurate and up-to-date information, Harvey County does not warrant or represent that the background information provided herein reflects all relationships or existing conditions related to this RFP.

3. Mandatory Site Visit

Firms shall contact Detention Center Captain Brian Huntley at 316-284-6989 to schedule a mandatory site visit. This location is a secured facility and will not be accessible unless arrangements have been made.

4. Transition and Delivery

Transition to providing food services must be in coordination with the Detention Captain Brian Huntley. Efforts shall be taken by the new Firm to make a smooth transition of service with the current service provider. Any equipment, if provided by the vendor, for providing this service must include shipping and be delivered, installed and fully operational to the Harvey County Detention Center, 120 E. 7th St., Newton, KS 67114.

5. Bond Information

A Performance Bond equal to the proposal figure may be required. The successful proposer shall well and truly perform all the covenants, conditions, and obligations of the "contract" documents on the part of the contract to be performed.

6. Insurance Requirements

The Firm, if awarded a contract, during the performance of the services under the contract shall maintain insurance coverage reflecting the minimum amounts and conditions specified herein, and shall provide originals or certified copies of all policies, which shall be written by an insurance company authorized to do business in Kansas. Misrepresentation of any material fact, whether intentional or not, regarding the Firm's insurance coverage, policies, or capabilities may be grounds for rejection of the proposal and rescission of any awarded contract.

- A. Commercial General Liability insurance, or its equivalent, with limits not less than \$1 million per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or be twice the required occurrence limit. Such insurance shall be endorsed to

state that it is primary and shall not contribute with any insurance or self-insurance maintained by Harvey County. Such insurance shall also be endorsed to designate Harvey County, its elected and appointed officials, employees, and volunteers as additional insureds.

B. Business automobile liability insurance with limits not less than \$1 million per occurrence. Such insurance shall include coverage for owned, non-owned, and hired automobiles.

C. Workers' compensation insurance as required by Kansas law and Employer's Liability insurance with limits not less than \$1 million per accident for bodily injury or disease. The workers' compensation insurance shall contain an endorsement stating the insurer waives any right of subrogation against Harvey County, its elected and appointed officials, employees and volunteers.

Special Provisions Applicable to All Coverages

1. The Firm shall immediately notify Harvey County of cancellation or non-renewal.
2. Self-insured retentions must be declared and approved by Harvey County.

Evidence of Insurance

Prior to commencement of work, the Firm shall furnish Harvey County with certificates and specified endorsements evidencing compliance with these insurance requirements. The Firm agrees to provide complete, certified copies of all required insurance policies if requested by Harvey County.

Acceptability of Insurers

Any insurance placed with commercial insurers shall be placed with insurers that maintain an A.M. Best rating of A-, VII or better, or that otherwise meet the written approval of Harvey County.

Subcontractors

The Firm shall ensure that subcontractors maintain insurance that complies with the requirements stated herein. In the event that subcontractors used by the Firm do not have insurance, or do not meet the insurance limits, Firm shall indemnify and hold harmless the County for any claims in excess of the subcontractor's insurance coverage, arising out of negligent acts, errors or omissions of the subcontractor.

7. Indemnification

Firm shall, in addition to any obligation to indemnify Harvey County and to the fullest extent permitted by law, protect, defend, indemnify and hold harmless Harvey County, its agents, elected officials and employees from and against all claims, actions, liabilities, losses (including economic losses) and costs arising out of any actual or alleged (a) bodily injury, sickness, disease or death, or injury to or destruction of tangible property, including the loss if use resulting there from, or any other damage or loss arising out of or resulting in whole or in part from any actual or alleged act or omission of the Firm, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable in the performance of the work; (b) violation of law, statute, ordinance, governmental administrative order, rule regulation, or infringement of patent rights by Firm in the performance of the work; or (c) liens, claims or actions made by the Firm or any subcontractor under workers compensation acts' disability benefit acts, other employee benefit acts or any statutory bar.

The indemnification obligations hereunder shall not be limited by any limitation on the amount, type of damages, compensation or benefits payable by or for the Firm or any subcontractor under worker's compensation acts' disability benefit acts, other employee benefit acts and any statutory bar. All expenses, including attorney's fees, incurred by Harvey County in enforcing this provision shall be borne by the Firm.

8. Contract Period and Payment Terms

The contract period with the successful firm will begin following Board of County Commission approval of the recommended proposal. The County reserves the right to cancel the contract and discontinue services with a forty-five (45) day written notices as a result of the failure of the contracted proposer to provide

acceptable reports and services as delineated in the response to this document or if determined that services can be better provided by in-house or other sources.

Payment will be made on a monthly basis following receipt of a detailed invoice provided to the Harvey County Detention Center by the Firm. Under no circumstances will payments be made in advance of work performed. No payment for extra services shall be made unless services and their costs have been previously authorized in writing and approved by the County. Payments will be made within 30 days of receipt of invoice.

9. Selection Criteria

Firms may propose methodologies which meet the "spirit" of the listed requirements, but should note that the proposed service/product which meets all, or most closely meets, the specifications will be recommended for award within the listed selection criteria.

The selection process will be based on the responses to this Request for Proposal, and any interviews required to verify the ability of proposer to provide services/products in response to this document, along with reference checks. The criteria upon which proposals will be evaluated include, but are not limited to, the following:

1. Meeting all Request for Proposal Conditions and miscellaneous instructions as outline herein, and the clarity, completeness and comprehensiveness of the proposal.
2. Ability to perform the specified and mandatory services as reflected by technical training and education, specialized experience in providing required services, and the qualifications and experience of persons who would be assigned to perform the services as assessed by response to this document.
3. Bidding a complete package; including design, materials, site preparation, delivery, installation, labor, warranty, services, and other costs necessary to provide the end user with a fully functional, master control panel system as specified herein.
4. Proposing the services/products described herein with the most advantageous and prudent methodology to the County and the best business practice of the Harvey County Detention Center.
5. Reference able performance of services, which will verify service levels and capability of the respondent to provide a thorough solution.
6. Price and timeline for completing the project.

No negotiations, decisions, or actions shall be initiated by any Firm as a result of any verbal discussion with any county employee prior to the opening of response to the Request for Proposal. Harvey County reserves the right to select, and subsequently recommend for award, the proposed services/products which best meets its required needs, quality levels, and budget constraints.

Firms will NOT be compensated for any part of the proposal submittal process.

10. Questions and Contact Information

Technical questions only, submitted in writing, may be addressed to:
Brian Huntley, Harvey County Detention Captain
120 E. 7th St. Office 901
Newton, KS 67114
Phone: (316)284-6989 Email: bdhuntley@harveycounty.com

Questions regarding the purchasing process may be addressed to:
Shannon Kingsley, Assistant Administrator/Director of Finance

PO Box 687, 800 N Main St.
Newton, KS 67114
Phone: (316)284-6806 Email: finance@harveycounty.com

11. Tentative Timeline

The following dates are provided for informational purposes and are subject to change without notice.

- May 23, 2023 – Distribution of Request for Proposal
- June 23, 2023 – Proposal Due Date
- June 27, 2023 – Proposals Read into County Commission Record
- June 28, 2023 – Staff Begins Review of Proposals
- July 11, 2023 – County Commission Approves Firm Selection and Contract
- October 1, 2023 – New Firm's Food Service Begins at Detention Center

12. General Requirements

This section lists the criteria to be considered in evaluating the ability of firms interested in providing the services specified. The successful vendor will:

- Provide the most economical solution to completely satisfy the objectives in Section 2.
- Prepare and serve three (3) meals for each day of the calendar year two (2) hot plus one (1) cold meal.
- Adhere to a four (4) or five (5) week menu, at the Firm's discretion, approved by a registered dietician and accepted by the Sheriff or Detention Center Captain.
- Prepare special meals, approved by a registered dietician, as required by the Jail Medical Section, and communicated through the Sheriff or Detention Center Captain including, but not limited to, medical and religious meals.
- Proposed menus and holidays shall be identified. A minimum of four (4) spirit lifter meals shall be provided annually, including, Fourth of July, Thanksgiving, Christmas, and Memorial Day.

13. Mandatory Requirements

The County desires the best service available. The following requirements of the proposal are provided to assist vendors in understanding the objectives of the County and submitting a thorough response. Proposals received must reflect in detail their inclusion and the degree provided. Firms may propose methodologies/alternatives which meet the "spirit" of the listed requirements, but should note that the proposed methodology/alternative which meets all, or most closely meets the requirements will be recommended for award within the listed selection criteria. The successful Firm will:

- Plan, coordinate, handle, prepare and provide meals for the Jail's inmates. All menus and special diets shall meet the standards for adult holding and detention facility as established by the American Correctional Association. The Detention Center Captain will approve all menus prior to commencement. Any meal is subject to being refused or removed from the menu by the Detention Center Captain at any time for any reason. All meals served shall follow the most recent recommended daily allowances for adult males as established by the National Academy of Sciences and meet or exceed 2850 calories per day.
- Ensure that all meals are prepared at an appropriate temperature (140 degrees hot, and 45 degrees cold), and in a manner that makes them palatable and visibly pleasing, complete with condiments (dressing, mayo, ketchup, mustard where appropriate).
- Employ a minimum of one (1) full time and one (1) part-time Kitchen staff worker.
- Employees of Firm assigned to work at the facility shall abide by all rules and regulation of the facility and submit to periodic health examinations as required by law. Firm shall submit satisfactory evidence of compliance with all health regulation, including health examinations, to the County upon request.
- The Detention Center will purchase all consumable paper supplies, gloves, and chemicals, which are required for food service operation. These supplies shall remain the property of the Detention Center.
- Be responsible for routine cleaning and housekeeping of food service preparation, services, and storage areas, and shall on a continuing basis, maintain standards of sanitation required by State and Local regulations.

- Meet requirements of all federal, state, and local health standards and any other applicable standards.
- In consideration of the security aspect of the Harvey County Detention Center, the Sheriff's Office reserves the right to observe the vendor's operations and inspect assigned work areas and equipment. The successful vendor will agree to provide the names of employees assigned to work inside the facility for the purpose of a criminal background check at the discretion of the Sheriff or Detention Center Captain.

14. Harvey County's Responsibility

The County will provide adequate ingress and egress, including reasonable use of existing corridors, passageways, driveways, loading platforms, and designated storage space. The Firm's personnel will be allowed to park in an area to be designated by the facility.

The County will designate representatives with respect to the services to be performed under the contract. Such person(s) shall have the authority to transmit instructions, receive information, interpret and define local policy and decisions pertaining to the services being provided.

15. Request for Proposal Conditions

By submitting a response to this Request for Proposal, vendors hereby understand the following:

- Harvey County reserves the right to reject any and/or all bids and responses to these and/or related documents, to accept any item(s) in the bids, to waive any irregularity in the bids, and further if determined to be non-responsive in any form, or if determined to be in the best interest of Harvey County.
- All project participants, consultants, engineers, and contractors, must comply with all applicable Federal, State and County laws pertaining to contracts entered into by governmental agencies, including non-discriminating employment.
- Prices MUST be free of federal, state, and local taxes unless otherwise imposed by a governmental body, and applicable to the material on the bid.
- All items furnished, if applicable, must be the best of their respective kinds, and will be free from defects in material and workmanship. Items will be subject to County inspection and approval at any time within 30 days after delivery. If a substitution is made, it will be the decision of a Harvey County representative to determine if it is of equal quality. Items furnished must be manufactured in compliance with all existing legal or governmental directives.
- The Bidder agrees to comply with K.S.A. 44-1030.
 - a. The contractor shall observe the provisions of the Kansas act against discrimination and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, national origin or ancestry;
 - b. In all solicitations or advertisements for employees, the contractor shall include the phrase, "equal opportunity employer," or a similar phrase to be approved by the commission;
 - c. If the contractor fails to comply with the manner in which the contractor reports to the commission in accordance with the provisions of K.S.A. 44-1031 and amendments thereto, the contractor shall be deemed to have breached the present contract and it may be canceled, terminated or suspended, in whole or in part, by the contracting agency;
 - d. If the contractor is found guilty of a violation of the Kansas act against discrimination under a decision or order of the commission which has become final, the contractor shall be deemed to have breached the present contract and it may be canceled, terminated or suspended, in whole or in part, by the contracting agency; and
 - e. The contractor shall include the provisions of subsections (a) through (d) in every subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor.
- Harvey County will not be responsible for any expenses incurred by any Firm in the development of a response to this Request for Proposal including any onsite (or otherwise) interviews and/or presentations, and/or supplemental information provided, submitted, or given to Harvey County and/or its representatives. Further, Harvey County will reserve the right to cancel the work described herein prior to issuance and acceptance of any contractual agreement/purchase order

by the recommended vendor even if the Board of County Commissioners has formally accepted a recommendation.

- Harvey County will issue a purchase order/contract for the acquisition of products/services specified as a result of an award made in reference to this document. Contract documents will be subject to any regulations governed by the laws of the State of Kansas and any local resolutions specifically applicable to the purchase.

**PROPOSAL RESPONSE FORM
23-01**

Food Service Program for the Harvey County Detention Center

The undersigned, on behalf of the Firm, certifies that: (1) this offer is made without previous understanding, agreement or connection with any person, firm, or corporation making a proposal on the same project; (2) is in all respects fair and without collusion or fraud; (3) the person whose signature appears below is legally empowered to bind the firm in whose name the proposal is entered; (4) they have read the complete Request for Proposal and understand all provisions; (5) if accepted by the County, this proposal is guaranteed as written and amended and will be implemented as stated; and (6) mistakes in writing of the submitted proposal will be their responsibility.

FIRM NAME _____

CONTACT _____

ADDRESS _____ CITY/STATE _____ ZIP _____

PHONE _____ FAX _____

TAX PAYER I.D. NUMBER _____

COMPANY WEB SITE ADDRESS _____

E-MAIL _____

Proposed Inmate Meal Rate Per Meal _____

In submitting a response to this document, vendor acknowledges acceptance of all sections of the entire document and has clearly delineated and detailed any exceptions, and acknowledges participating in the mandatory site visit.

Signature _____ Title _____

Your response must include all pages of this document.