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Office of the Goodhue County Sheriff's Office located in Red Wing Minnesota

REQUEST FOR PROPOSALS

FOR INMATE FOOD SERVICES DUE DATE AND TIME: Friday, September 17, 2021, 4:00 P.M.

The Request for Proposal and related documents may be obtained during normal business hours from the Admin Office located in the Goodhue County Law Enforcement Center, office N200, or from the County website at <https://www.co.goodhue.mn.us/879/Bid-and-RFP-Postings>.

Date of: June 9, 2021

OFFICE OF THE GOODHUE COUNTY SHERIFF

ADULT DETENTION
CENTER
651.267.2804

CIVIL DIVISION
651.267.2601

RECORDS DIVISION
651-267-2600

EMERGENCY
MANAGEMENT
651.267.2639

EMERGENCY
COMMUNICATIONS
651.385.3155

An Equal Opportunity Employer

REQUEST FOR PROPOSALS (RFP)

Issue Date: June 09, 2021

Title: INMATE FOOD SERVICES

Issued By: **Goodhue County Sheriff's Office – Adult Detention Center**

ADC Administration

430 W. 6th St

Red Wing, MN 55066

Phone (651) 267-2828

Email: heather.stephens@co.goodhue.mn.us

Sealed proposals will be received on or before **4:00 P.M., Friday, September 17, 2021** for furnishing the services and/or items described herein. All questions must be submitted before 4:00 p.m., August 27, 2021. If necessary, an addendum will be issued and posted to the County web site at

<https://www.co.goodhue.mn.us/879/Bid-and-RFP-Postings>

If proposals are mailed, send directly to the ADC Administration Office at the address listed above. If hand delivered, deliver to Law Enforcement building (LEC) room N200, located at 430 W. 6th St, Red Wing Minnesota 55066.

The Office of the Sheriff reserves the right to cancel this RFP and/or reject any or all proposals and to waive any informalities in any proposal.

This section is to be completed by the Offeror and this page must be returned with the proposal. In compliance with this request for proposal and subject to all terms and conditions imposed herein, which are hereby incorporated herein by reference, the undersigned offers and agrees to furnish the services and/or items requested in this solicitation if the undersigned is selected as the successful Offeror. No proposal may be withdrawn for a period of ninety (90) days after the opening of the proposal, except as provided in the RFP.

Legal Name and Address of Firm:

Date: _____

By: _____

(Signature in Ink)

Name: _____ Title: _____

(Please Print)

Address: _____ Zip: _____

Phone: _____ FAX: _____

Email: _____ Business License# _____

LEGEND OF ACRONYMS

ACA	American Correctional Association
ADC	Adult Detention Center
CDT	Central Daylight Time
CPI	Consumer Price Index
DHS	Department of Human Services
DOC	Department of Corrections
NCCHC	National Commission on Correctional Health Care
RFP	Request for Proposal
RDA	Recommended Daily Allowance
STS	Sentence to Serve
WR	Work Release
ADP	Average Daily Population

COUNTY OF Goodhue, Minnesota REQUEST FOR PROPOSALS FOR INMATE FOOD SERVICES

INTRODUCTION

The Office of the Sheriff, County of Goodhue, Minnesota, is seeking competitive proposals from qualified Offerors to provide Inmate Food Services in accordance with all terms, conditions and specifications as set out in this Request for Proposals (RFP). The RFP and related documents may be obtained during normal business hours from the Adult Detention Center Administration, (651) 267-2825, or from the County web site at <https://www.co.goodhue.mn.us/879/Bid-and-RFP-Postings> under Current Bid/RFP Request.

Proposals, to be considered and evaluated, must be sealed and received at or before **4:00 p.m. on Friday, September 17, 2021**, in the ADC Administration, County of Goodhue Minnesota, 430 W. 6th St, Red Wing Minnesota 55066. **Proposals received after 4:00 p.m. will not be accepted or considered.** The time of receipt shall be determined by the Purchasing official. Each proposal, one (1) electronic copy, one (1) original and four (4) hard copies, must be appropriately signed by an authorized representative of the Offeror, and must be submitted in a sealed envelope or package. The notation **“Inmate Food Services Request for Proposals”** must be clearly marked on the front of that sealed envelope or package.

The Office of the Sheriff, County of Goodhue, Minnesota, and its officers, employees or agents will not be responsible for the opening of a proposal envelope or package prior to the scheduled opening if that envelope or package is not appropriately sealed and marked as specified.

The Office of the Sheriff reserves the right to cancel this RFP and/or reject any or all proposals, to waive informalities in any proposal, to award any whole or part of a proposal, and to award to the Offeror whose proposal is, at the sole discretion of the Office of the Sheriff, determined to be in the best interest of the Office of the Sheriff.

Project evaluation and award will be accomplished in accordance with this RFP and including the price or value of the benefits offered the Office of the Sheriff in the proposal. When an award of a contract is made by the Sheriff and ADC Administrator, notification of such award will be presented to the Goodhue County board meeting for Board Members final review and approval.

No proposal may be withdrawn for a period of ninety (90) days unless the proposal is the subject of a clerical error. The submitter of the proposal must give the Office of the Sheriff a notice of the request to withdraw within two (2) business days after the proposal due date.

Inquiries regarding this RFP should be directed, in writing, to Captain Heather Stephens via email at heather.stephens@co.goodhue.mn.us

This RFP consists of this Introduction, ten (10) numbered sections, and the attachments hereto.

If you download this RFP from the County website and intend to submit a proposal, you must notify the ADC Administration. The County is not responsible for any RFP obtained from any source other than the County and may not accept proposals from those who download this RFP and fail to notify the County of their intent to submit a proposal. Contact Administration by phone at (651) 267-2828 or by email at heather.stephens@co.goodhue.mn.us

Respectfully,
Captain Heather Stephens
Date: June 9, 2021

Office of the Sheriff, County of Goodhue, Minnesota
Request for Proposals (RFP)
INMATE FOOD SERVICES

SECTION 1. PURPOSE.

The purpose of this Request for Proposal (RFP) is to acquire a term contract with a responsible firm to provide Inmate Food Services to inmates incarcerated in the Goodhue County ADC and the Wabasha County Adult Detention Center. Goodhue County is partnered with Wabasha County to supply their meals. Meals are currently prepared in Goodhue County and transported to Wabasha County once daily. Wabasha ADC is 32 miles from the Goodhue County ADC, roughly 40 minutes by vehicle. Wabasha County holds a separate contract/agreement with whom is contracted with Goodhue County.

The proposed contract shall include, but not be limited to;

- A. To deliver a high-quality food services program that can be audited against established nutritional and health standards.
- B. To operate a food services program in a cost-effective manner with full reporting and accountability to the Office of the Sheriff, County of Goodhue Minnesota.
- C. To implement an annual written food service plan with clear objectives, site specific policies and procedures, and annual evaluation of compliance.
- D. To maintain an open collaborative relationship with the administration and staff of the Office of the Sheriff, County of Goodhue and Wabasha, Minnesota.
- E. Offer a comprehensive program for continuing staff and inmate education.
- F. Maintain complete and accurate records and to collect and analyze food service statistics on a regular basis.
- G. Operate the food service program in a humane manner with respect to the inmates' right to basic health and nutritional standards as documented by the Department of Corrections and the Department of Human Services (DHS)
- H. Protect the County and Sheriff's Offices its officers, agents and employees of each from liability and defense, as to any claim, suit or cause of action rising out of the vendor's performance of the requested services.
- I. Create an independent relationship pursuant to any resultant contract wherein the Offeror has the right to determine the equipment and supplies needed to perform the requested services and authority over the method of performing such services and obligations of any resultant contract.
- J. Kitchen staff shall oversee operations of the Kitchen and Laundry within the facility. The ADC's programs division will provide detainee workers to assist cooks and run the laundry. Detainee workers are compensated by ADC programs division.
- K. Capable of responding to special requirements when so authorized by an appropriate authority such as a doctor; special meals such as 'diet meals', salt or sugar free meals, religious meals or any other special requirements.
- L. To be aware of contraband and safety issues in the custodial setting where work is being performed.
- M. To operate the food service program utilizing professional personnel trained and experienced in a correctional food service environment. The County prefers not to displace the current food service staff which includes a Food Service Manager. They have several years of experience providing quality service.

The Offices of the Sheriff invites any qualified Offeror to respond to this RFP by submitting a proposal consistent with the terms and conditions herein set forth. Final scope of services will be negotiated with the successful Offeror.

SECTION 2. BACKGROUND.

The Sheriff for the County of Goodhue operates one (1) facility located at 430 W. 6th St in Red Wing Minnesota. The facility currently has an average daily population of 55, with a capacity of 155 approved beds under our current staffing. In a non Covid 19 pandemic, our anticipated ADP is approximately 70.

The Sheriff for the County of Wabasha operates one (1) facility located at 848 17th St E STE1, Wabasha, MN 55981. The facility's current population is 11, with a capacity of 43 approved beds under their current staffing. In a non Covid 19 pandemic, their anticipated ADP is approximately 18.

SCOPE OF WORK

The Contractor, with its own forces, or through County approved joint ventures or subcontracts, shall perform all of the work described in the Technical Conditions of this proposal, enabling the County to achieve the objectives described in the Project Objectives section of this document. We encourage contractors to suggest methods to improve efficiency and cut costs without sacrificing the required quality as dictated by the DOC and the DHS as they apply to the ADC. Contractor will be expected to provide the following services as part of the food services program:

A) Food Requirements

- 1) Nutritional value and recommended daily allowances shall conform to the DOC Chapters 2911.3800 – 4700 for the ADC. DOC rules and regulations can be found on the Internet at: <https://www.revisor.mn.gov/rules/2911/> and click Minnesota Rules Numeric List by Chapters. Other standards such as the American Correctional Association (ACA) and the National Commission on Correctional Health Care (NCCHC) apply.
- 2) The detainee menus shall be certified in the proposal by a registered dietician with a signed nutritional compliance statement for the age and gender of the population as well as a signature on each page of the menu. In addition, the dietician shall certify the completed menu in compliance with the DOC and ACA. A copy of the dietician's ADA registration card shall also be submitted with the proposal.
- 3) Provide at least three (3) detainee meals (including 2 hot meals) at regular meal times, Monday – Sunday. Provide procedures for meal delivery to detainees at the ADC. We currently provide a hot breakfast and lunch and a cold dinner (hot, hot, cold).
- 4) The current schedule is as follows:
Breakfast –7:00 AM
Lunch – 12:30 PM
Dinner – 5:00 PM
- 5) All meals shall strictly follow the requirements of the DOC requirements.
- 6) Proposed food program must meet or exceed existing grades and quality of food service currently being provided.
- 7) Provide all raw food and ingredients necessary to prepare meals and any condiments.

- 8) A sack lunch and snack bag shall be provided for the sentence to serve (STS) detainees.
- 9) A sack meal(s) shall be provided to WR detainee who are out of the facility during meal delivery times. Sack meal(s) are sometimes given for detainees who work night shifts and are sleeping during meal delivery times.
- 10) Contractor shall provide a sample menu for a four (4) week period, seven (7) days per week, three (3) meals per day, Monday – Sunday for the facility. Please provide menu options for brunch and holiday meals as well as snacks. A County Holiday schedule has been attached to this RFP as Exhibit 1. A log detailing all full or partial menu substitutions and the reason(s) for the changes must be maintained. Documentation of menus as they are actually served must be maintained as verification of providing a nutritionally adequate diet.
- 11) Contractor shall provide, at no additional cost, religious and medical diets conforming to special religious or physician ordered specifications. Typically, special diet meals per day is roughly 3-5% of the population.
- 12) All food shall be prepared on site at the ADC kitchen facility. Detainees will be served in their respective housing units.
- 13) Contractor will be required to maintain documentation of all meals served including substitutions made to the menus. A plan for assuring nutritional compliance with substitutions shall be submitted with the proposal.
- 14) Menus shall be planned with detention facility tested products and recipes. A variety of food flavors, textures, temperatures, and appearances shall be used. A method or plan to monitor detainee preferences and ability to make acceptable adjustments that meet dietary needs shall be submitted with this proposal.
- 15) Contractor shall immediately inform the County of any condition that will affect the preparation and service of meals.
- 16) Submit procedures for providing safe, sanitary and secure food management.
- 17) Submit procedures for dealing with detainees and County staff complaints about food and minimizing the potential for detainee litigation.
- 18) Provide operational procedures for handling food service should on-site kitchen facilities be rendered unusable through fire, power outages, natural disaster, etc.
- 19) Food handlers shall:
 - a) Wear plastic food handler's gloves during handling and serving of food.
 - b) Wear head cover, nets or hats while in the kitchen.
 - c) Be clean shaven or wear appropriate net for food service.
 - d) Wear food service uniforms and aprons.
 - e) Be free from open lesions, sores, infected wounds, diarrhea, etc.
 - f) Wash their hands before and after serving food.
 - g) Maintain clean personal habits.
- 20) Contractor shall have a neat and orderly operation at all times and shall be solely responsible for the necessary housekeeping services in the food service areas assigned to the Contractor.
- 21) Contractor shall keep full and accurate records of sales and meal count records in connection with food services for each site separately. A copy of said records shall be furnished on a monthly basis on the 10th calendar day, covering the preceding month, to designated County personnel. In addition, all

records pertaining to this contract shall be available for auditing by the County or an independent auditor designated by the County.

B) Sanitation and Inspections

- 1) The Contractor shall maintain the food service facilities in a manner to meet or exceed all local, state and federal health code regulations regarding sanitation.
- 2) Food service areas shall be maintained with high standards of sanitation.
- 3) Contractor shall supply all necessary chemicals for kitchen operations.
- 4) Facility inspections shall be made by the County when deemed necessary, with or without advance notice to the Contractor.
- 5) Proper food sanitation and storage shall be maintained.
- 6) Provide written procedures with this proposal for providing safe, sanitary and secure food management including supervision of food service staff and security.
- 7) Provide written procedures with this proposal for dealing with detainees and County staff complaints about food and minimizing the potential for detainee litigation.
- 8) The facilities and equipment used under this contract shall not be used to prepare food for other agencies or persons other than those designated under this proposal without prior approval by the Administrator of the facility.
- 9) The County reserves the right to test all food for caloric value, minimum RDA's and appropriate serving sizes and weights.
- 10) A mandatory annual State, Fire, Health, Bureau of Prisons, US Marshall Service and DOC inspections must show compliance. Failure to comply could result in contract cancellation

C) Access, Records and Procedures

- 1) The Contractor shall keep full and accurate accounts and records in connection with food service operations. Documentation of food services shall be in compliance with all required laws and regulations.
- 2) A copy of these records shall be furnished with the invoice on a monthly basis on the 10th calendar day, covering the preceding month. All records pertaining to this contract shall be available for auditing by the County or an independent auditor designated by the County.

They shall also be made available in the event of a law suit whenever requested by authorized personnel. All such records shall be retained for a period of not less than seven (7) years.
- 3) Facility inspections shall be made by the County when deemed necessary, with or without advance notice to the contractor.
- 4) Provide a plan with this proposal for the prevention of food contamination, temperature control, food storage, and general service area cleanliness and hygiene.

5) At the termination of the contract between the County and the Contractor, all food service records not already provided shall be delivered to and remain the property of the County.

6) Contractor shall maintain quality and inventory control methods and standards.

7) Provide procedures for monthly billing.

8) Submit a plan with this proposal for the care, use and accountability of all kitchen equipment and utensils.

D) Administration and Support Services

1) Contractor must provide for the managerial administration of food service programs.

2) Contractor must demonstrate their ability to manage and support the programs they propose. Examples of areas to be discussed include policies and procedures, quality improvement and cost containment.

E) Equipment and Property

1) Kitchen equipment noted in Exhibit 2 shall be furnished by the County. In addition, the County will provide the necessary small wares. All other required supplies and equipment shall be provided solely at the expense of the Contractor.

2) The County will supply a computer to be used only for food service operations. Contractor's staff will follow all IT policies and procedures related to computer use.

3) Prior to assuming responsibility, both parties will jointly inventory all equipment to ascertain that the equipment is in good working order.

4) All maintenance and repair of County owned equipment shall be the responsibility of the County. At the end of the contract, the Contractor shall return all County owned and provided equipment in the same condition as provided with exception for normal wear and tear that would occur during the course of business.

5) The Contractor shall perform weekly inspections of all kitchen equipment to ensure equipment is safe and in good working order. The Contractor shall keep a written log of the date the inspections were performed and who performed them. The Contractor shall immediately notify the County of any needed repairs.

6) Contractor will immediately inform designated County staff of any equipment failures, loss of materials or any other condition that will affect the preparation and service of meals.

7) Contractor shall keep County informed on at least an annual basis of equipment conditions and expected replacement if needed within six (6) months.

8) In the event that any County provided equipment cannot be satisfactorily repaired, the cost of repairs exceed normal industry guidelines, or the Contractor believes that a breakdown is imminent, the Contractor shall immediately notify the County. If the County, after inspecting the equipment agrees that repairs are in order, the County shall at its own cost and expense, replace or assume responsibility for the repair of the equipment, at its sole option. The County may, after examination, refuse to repair or replace the equipment if the requests are not fully justified. In the event the County does not wish to repair or replace the equipment and the matter cannot be resolved to the satisfaction of the County, the contract can be cancelled as stated in the cancellation clause of the contract.

9) Contractor shall be responsible for any damage done to County property by the Contractor and/or its employees.

10) Food service will be required 365 days a year for correctional facilities. No excuse will be accepted for non-compliance with this requirement. Also, sufficient quantities must be prepared for each meal to allow for unexpected increases in detainee population.

11) All equipment supplied by the Contractor shall be the sole responsibility of the Contractor.

12) Contractor shall be responsible for supplying a vehicle and all applicable insurance for the transportation of food to Wabasha County. See Wabasha County contract for details.

F) Staff Requirements

1) Contractor will at all times maintain an adequate staff to provide competent, experienced management on a fulltime basis. Staffing levels must be adequate to provide for vacations, sickness, resignations, and/or discharges of personnel. The Facility Administrator must approve all employees of the Contractor who work in the ADC, or enter the facility to transport food to Wabasha County.

2) The Contractor shall be responsible for paying all compensation, taxes, and benefits for its employees.

3) All employees must comply with the Sheriff Department's written policy and procedures relating to facility security and any other applicable County policies and procedures.

4) Contractor's employees shall comply with current and future state, federal and local laws, regulations and court orders, administrative regulations and directives.

5) The Food Service General Manager will be available during normal work hours for food service staff and is subject to callback during an emergency. Contractor shall have supervisory backup in the absence of the General Manager.

6) The General Food Service Manager will possess a minimum of five (5) years experience as a food service manager, preferably in a correctional setting.

7) The Food Service Manager shall be readily available to resolve contractual or operational problems or discrepancies that have been identified by the County.

8) All proposals shall clearly detail the methods of supervision, performance reviews, job descriptions and overall approach to working with County staff. Please include a resume for the on-site manager and the person who would back-up this position in the absence of the Food Service Manager, with your proposal.

9) Contractor shall possess and maintain in force all required federal, state and local licenses, permits, public health certificates, and public safety inspections for the operation of food services in correctional and public facilities. It is the sole responsibility of the Contractor to find out what is required and to pay fees where applicable.

- 10) All personnel will be dressed appropriately to provide food service under good sanitary conditions.
- 11) All employees of the Contractor shall undergo a thorough security and background investigation and must receive written clearance prior to working at the ADC.
- 12) The ADC Programs Director provides detainee workers which will be under the supervision of the Contractor. Contractor shall be responsible for overseeing the detainee workers. Disciplinary action shall be the responsibility of the County. The Contractor shall be responsible for notifying designated County staff that disciplinary action may be required. We currently have four (4) to five (5) detainees working in the kitchen / laundry on a daily basis.
- 13) The County reserves the right to refuse the Contractor's employees access to the ADC based on, but not limited to the following: non-performance, inappropriate conduct, failure to follow established operation or security rules and regulations, background investigations, life and safety violations, criminal violations, and/or any cause deemed appropriate by the County.
- 14) All employees of the Contractor will submit to periodic health examinations as required by law. In addition, all employees of the Contractor may be required to have TB skin tests and Hepatitis B, flu vaccinations and other follow-up tests when applicable prior to working at the ADC. The Contractor shall submit proof to the County that each employee successfully passed the TB test, all follow-up related tests, and has been vaccinated against Hepatitis B prior to the start of work.
- 15) The Contractor will be responsible for the direct supervision of the detainee kitchen and laundry work force. These workers will provide labor for meal preparation, serving, sanitation and other related food service duties.
- 16) The Contractor will be responsible for training and work assignments for kitchen labor. The ADC programs Director will schedule detainee labor.
- 17) The County will verify that all detainees have been medically screened and approved prior to working in the kitchen.
- 18) The Contractors Food Service Manager, or other designated staff shall immediately notify the County Correctional staff of any detainee rule violations, performance violations, and any other life, health, or safety violations regarding the detainee under his/her supervision.
- 19) First right of hire consideration shall be made to current food service employees.
- 20) The Contractor shall recruit, select, train, promote, transfer and release its personnel without regard to race, color, religion, national origin, veteran status, age, handicap or gender (except where age, gender or handicap is a bona fide occupational qualification).
- 21) The Contractor shall administer its other personnel policies such as compensation, benefits, layoffs, return from layoff, company sponsored training, education, and tuition assistance without regard to race, color, religion, natural origin, veteran status, age, handicap, or gender.
- 22) Contractor shall maintain quality and inventory control methods and standards.

G) Licenses, Accreditation and Other Fees

- 1) The County will pay all applicable internal computer equipment and maintenance fees. Use of a County supplied computer is mandatory for all processes that utilize the County computer servers. Contractor shall utilize the computer for placing food orders and preparing reports. Contractor will comply with County IT policies and procedures.
- 2) Contractor shall be responsible for any long distance toll phone calls.
- 3) Contractor shall possess and maintain in force all required Federal, State and local licenses, permits, public health certificates and public safety inspections for the operation of food services. It is the sole responsibility of the Contractor to find out what is required and to pay fees where applicable.
- 4) The Contractor shall address a plan to maintain ACA accreditation for the food service delivery system at the ADC.

H) Transition Plan

The Contractor shall submit a plan and timeline for the transition of services.

Technical Conditions (TC)

TC.1 COUNTY'S RESPONSIBILITIES FOR ADC

- 1) Provide building space(s), for equipment and all utilities with the exception that the Contractor shall be responsible for any long distance toll phone calls.
- 2) Replacement of County provided equipment if County agrees that replacement is necessary.
- 3) Normal repairs and maintenance to the County space(s) and equipment provided.
- 4) Provide trash containers and removal.
- 5) Provide pest control service in all food preparation/service areas.
- 6) Accurate and timely orders for the number of meals to be served to detainees within two (2) hours of the time for meals to be served.
- 7) Provide picture ID badges.
- 8) ADC staff shall be responsible for cleaning up food delivery area.
- 9) Designated County staff shall be responsible for handling disciplinary action for detainees.
- 10) Designated County staff will verify accuracy of meal count reports.
- 11) Provide personal alarm button system for security purposes.
- 13) County will offer security training. It is the responsibility of the Contractor and its employees, to take part in the training.
- 14) Provide a computer and pay the monthly internal IT charges for the operation of the computer. Computer to be used for ordering food and for business related to the food service operation.

15) Responsible for food related items given to detainees.

TC.2 TENTATIVE EVENTS CALENDAR

RFP mailed to selected Contractors

Pre proposal Meeting and walkthrough August 18th 2021

Last day for questions on RFP – August 27th 2021 – 4pm

RFP due – Sept 17 2021 – 4pm

Opening day – Sept 20 2021 – 10am

Evaluation and selection process Sept 20th – Oct 18th

Contractor Interviews (if applicable)

Award contract November 15 2021

TC.3 PRE-PROPOSAL MEETING

There will be a Pre-Proposal meeting on August 18th 2021. The meeting will take place at the Goodhue County ADC, 430 W. 6th St, Red Wing MN 55066.

The purpose of the meeting is to review the RFP specifications, answer any pertinent questions and do a walkthrough of the facilities.

The County reserves the right to schedule an additional Pre-Proposal meeting in the case where only one or two Contractors attend the meeting noted above. Any Contractor who attends the original meeting will be notified of additional meetings through an addendum but will not be required to attend a second.

TC.4 PROPOSAL CONTENT FOR ADC

The Technical Proposal shall describe in detail the food services being proposed that will allow the County to achieve the objectives described above in the “Project Objectives” section and must include at least the following:

- 1) The Contractor’s experience providing the scope of services described below. Provide contact information for references that can attest to the experience being described using the attached form. Provide a statement to support that your company has the capability in all respects to perform fully the contract requirements, and the moral and business integrity and reliability which will assure good faith performance as required by this RFP.
- 2) The names and resumes of the kitchen supervisor and staff who will be assigned to this contract if other than current Contractors staff, including corporate officers and managers. If subcontractors or partners will comprise the team, identify the relevant individuals and provide their resumes. This shall be provided to County upon awarding of contract.
- 3) The physical location of the headquarters office and Contractors representative assigned to this service. Provide a company profile noting the date organized, number of employees and number of years doing
- 4) Provide specific description of the support that must be provided by the County in order for the Contractor to successfully provide the required services.
- 5) Specify the policies and procedures to be followed when dealing with detainee complaints regarding any aspect of the food services program.
- 6) The Contractor’s recommended approach to providing requested services which demonstrate your understanding of the County’s requirements and your flexibility in meeting the County’s needs and procedures for cost containment.
- 7) Describe your recruitment practices and capabilities in a correctional setting.
- 8) Describe the type of training and continuing education your staff receive as it relates to food service and work performed in a correctional setting.

- 9) Discuss the employee retention during the past five (5) years.
- 10) Describe any contract cancellations, judgments or lawsuits involving your company as it relates to performance and/or billing issues within the last ten (10) years.
- 11) Provide any applicable and beneficial cost saving ideas.
- 12) List your company achievements in providing correctional food services in the past 5 years.

The Cost Proposal shall include:

- 1) A completed Cost Proposal, which is attached to this RFP. No substitute forms shall be accepted.

The Contractor shall promptly notify ADC Administrator Heather Stephens, in writing, of any apparent inconsistencies, problems, or ambiguities in this Request for Proposals. The County shall provide all Contractors with a written response to the issues raised by any one Contractor.

It is the responsibility of the Contractor to identify information in their proposals that they consider to be confidential, and to the extent that the County agrees with that designation, such information will be held in strict confidence. All other information will be considered public.

In the event any information is considered confidential pursuant to the foregoing, and any person makes a request for disclosure of such information, the County shall notify the Contractor submitting such information that such a request has been made. Unless the Contractor immediately agrees to assume the defense against such a request and pay all costs associated therewith (including any attorney fees, which might be awarded to the prevailing party), the information will be considered public information, available to any current or subsequent requester(s).

TC.5 PROPOSAL EVALUATION

The initial selection of the successful Contractor will be based on the content of the Technical Proposals. During the evaluation of the Technical Proposals, the Cost Proposals will remain sealed. After the Technical Proposals have been evaluated and ranked, the sealed Cost Proposals will be opened. Interviews may be held to review Technical Proposals and qualifications in person.

The County reserves the right to negotiate specifications and terms and conditions which may be necessary or appropriate to the accomplishment of the purpose of this RFP. Proposals will be evaluated on a weighted score basis. The County is seeking the best overall value for the taxpayers. The following criteria will be used in the evaluation process.

- 1) Responsiveness, demonstrated understanding and ability to meet the requirements of the RFP = 15 points.
- 2) Demonstrated experience, expertise and compliance with DOC rules and ACA standards in detention facilities of comparable size and volume to Goodhue County = 15 points.
- 3) Past history, demonstrated creditability, integrity, reliability, references and cost saving ideas = 20 points.
- 4) Adequate and qualified personnel and willingness to maintain current staff as appropriate for service provided with acceptable pay and benefits = 15 points.
- 5) Procedures for preparing food should the on-site kitchen facilities be rendered unusable = 5 points.
- 6) A transition plan for change in service provider = 5 points.

7) Contents and variety of sample menus = 5 points.

8) Cost = 20 points.

**GOODHUE COUNTY
REQUEST FOR PROPOSALS
FOOD SERVICES PROGRAM FOR CORRECTIONAL FACILITY**

GENERAL CONDITIONS

GC.1 PROPOSALS DUE

Sealed proposals for this project shall be titled " Food Services Program for Correctional Facilities", and will be received until **4pm Friday Sept 17th 2021**. The electric time clock located in the ADC Admin main computer located at the ADC Admin office located at 430 W. 6th St, Red Wing Minnesota will serve as the official timepiece for recording the date and time proposals are received. Front desk staff will apply the date and time sticker to each proposal received. Please address your proposal to:

**Heather Stephens
Goodhue County ADC Administrator
430 W. 6th St
Red Wing, MN 55066**

Oral, facsimile, electronic or telephone proposals are invalid and will not receive consideration.

GC.2 LATE PROPOSALS

Proposals received after the date and time listed for receipt will be returned unopened to the Contractor.

GC.3 DESIGNATED CONTACT

The designated Goodhue County representative for questions pertaining to this Request for Proposal is Heather Stephens, (phone) (651) 267-2828; (fax) (651)267-2728; (e-mail) heather.stephens@co.goodhue.mn.us

GC.4 INTERPRETATIONS

Any requests for addenda or amendments to, or clarification or modification of the Request for Proposal (RFP) are to be submitted in writing. **Any such requests must be received by the Designated Contact, in writing by 4pm August 27 2021.** Any questions received after this date will not be entertained unless they fall under the public information act.

All communications must be addressed to the Designated Contact. Information obtained from any other source shall be considered invalid. If any Contractor attempts any unauthorized communication, Goodhue County, in its sole discretion, may reject that Contractor's proposal.

GC.5 ADDENDA

Addenda are written instruments issued by the County prior to the date for receipt of proposals which modify or interpret the RFP by addition, deletions, clarification or corrections. All addenda issued by the County shall become a part of the specifications and will be made part of the contract. Written addenda or notification of addenda will be provided to all Contractors by email.

GC.6 PROPOSAL PACKAGING

Technical Proposal

The technical proposal must be submitted in a sealed envelope and shall plainly specify "Technical Services", Project Name and Contractor's Company Name. If a proposal is received without the proper identification and prematurely opened, it will be resealed immediately and considered with the other proposals unless an unfair advantage would result from such action.

Cost Proposal

The cost proposals must be submitted in a sealed envelope and shall plainly specify "Cost Proposal", Project Name and Contractor's Company Name. If a proposal is received without the proper identification and prematurely opened, it will be resealed immediately and considered with the other proposals unless an unfair advantage would result from such action.

GC.7 PROPOSAL SUBMISSION

Please provide one (1) original, one (1) electronic and four (4) copies of your proposal. All proposal forms must be clearly typed or written in ink. No erasures are permitted. Mistakes must be crossed out and corrections typewritten or written in ink and initialed by the person signing the proposal, or an authorized agent.

Any costs incurred by Contractors responding to this Request for Proposal in anticipation of receiving a contract award will not be reimbursed by Goodhue County.

All proposals must be concise and to the point and all extraneous material must be excluded. Please review section GC.12 Data Privacy, for properly identifying proprietary or trade secret information contained in your proposal. Care should also be taken to properly identify such information on the electronic copy of your proposal.

GC.8 CONSIDERATION OF PROPOSAL

The County shall have the right to waive any informality or irregularity in any proposal received and to advertise for new proposals where the acceptance, rejection, waiving, or re-advertising is determined by the County to be in its own best interest. The County reserves the right to award the contract in whole or in part, and to contract with more than one Contractor if it is deemed in the best interest of the County.

The County shall reject all submittals from Contractors where there has been collusion among the Contractors.

Award will be made to the Contractor whose offer provides the greatest value to the County, from the standpoint of meeting specifications and requirements of proposal documents, suitability to purpose, quality, service, previous experience, price, life-cycle cost, ability to deliver, or any other reason deemed by the County to be in its own best interest. Thus, the result will not be determined by price alone. Any final analysis or weighted point score does not imply that one Responder is superior to another, but simply that in our judgment the Contractor selected appears to offer the best overall solution for our current and anticipated needs.

If subcontractors are necessary to complete any functions of this requirement, the Contractor must list their names and business locations of any proposed subcontractors, with their submitted proposal. Goodhue County retains the right to review and approve any subcontractors proposed by the Contractor. Any approval of the subcontractor shall not be construed as making Goodhue County party of such contract, giving the subcontractor privity of contract with Goodhue County, or subjecting Goodhue County to liability of any kind to any subcontractor.

GC.9 MODIFICATION OR WITHDRAWAL OF PROPOSALS

A proposal may not be modified, withdrawn or canceled by the Contractor for a period of sixty (60) days following the time and date designated for receipt of proposals and each Contractor so agrees in submitting a proposal.

Prior to the time and date designated for receipt of proposals, any proposal submitted may be modified or withdrawn by notice to Goodhue County Administrator at the place designated for receipt of proposals. Such notice shall be in writing over the signature of the Contractor. Written confirmation over the signature of the Contractor shall be received on or before the date and time set for receipt of proposals, and shall be worded so as not to reveal the amount of the original proposal. However, the original proposal shall not be physically returned to the Contractor until after the proposal opening.

Withdrawn proposals may be resubmitted up to the time designated for the receipt of proposals provided that they are then fully in conformance with these instructions.

GC.10 CONTRACT DEVELOPMENT/LEGAL REVIEW

The County intends to enter into a contractual agreement with the apparent successful Contractor for providing the needed professional services. The County reserves the right to accept or reject any contract modifications requested by the Contractor. Any requests for changes in the contract language must be presented during the question and answer period.

The content of this Request for Proposal and the successful Contractor proposal will become integral parts of the contract, but may be modified by the provisions of the contract. If a contract, for any reason, cannot be negotiated prior to final selection, another Contractor may be selected.

All terms and conditions contained herein shall become part of any subsequent contract that is awarded from this RFP. A proposal submitted in response to the RFP shall constitute a binding offer.

GC.11 PROHIBITED INTEREST

No member, officer, or employee of Goodhue County during their tenure or one (1) year thereafter shall have any interest, direct or indirect, in this Request for Proposal or proceeds thereof.

GC.12 DATA PRIVACY

All materials submitted in response to this RFP will become the property of Goodhue County and will become public record after the evaluation process is completed and an award decision made. If a responder submits information in response to this RFP that it believes to be trade secret materials, as defined by the Minnesota Government Data Practices Act, Minnesota Statutes §13.37, the responder must:

- Clearly mark all trade secret materials in its response at the time the response is submitted;
- Include a statement with its response justifying the trade secret designation for each item; and
- Defend any action seeking release of the materials it believes to be trade secret, and indemnify and hold harmless Goodhue County, its agents and employees, from any judgments or damages awarded against Goodhue County in favor of the party requesting the materials, and any and all costs connected with that defense. This indemnification survives the awarding of a Contract. In submitting a response to this RFP, the responder agrees that this indemnification survives as long as the trade secret materials are in possession of Goodhue County. Goodhue County is required to keep all the basic documents related to its Contracts, including responses to an RFP for a minimum of seven years.

Cost Proposals submitted by the responder are not considered to be proprietary or trade secret materials. Responses to this RFP will not be open for public review until Goodhue County decides to pursue a Contract and that Contract is executed.

GC.13 NON-ALLOCATION OF FUNDS

Financial obligations of the County payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available. Goodhue County may cancel or reduce the amount of services to be rendered if the County determines that such action is in the County's best interest, or that there will be a lack of funding available for the service. In such event, Goodhue County will notify the Contractor in writing thirty (30) days in advance of the date such cancellation or reduction is to be effective.

GC.14 CONTRACTOR'S CHECKLIST

The following items/submittals are required to be considered a qualified proposal. Please take a moment to review and check off if you have enclosed these items with your proposal.

- One (1) original, one (1) electronic and four (4) hard copies of the Technical and Cost Proposal Forms.
- Appropriately distinguish your Technical and Cost Proposals in separate envelopes.
- Reference Form (included with the RFP).

- Licenses and Certificates as required (include copies where applicable).
- Dietician certified menus for correctional food service - include sample menus for four (4) weeks including special diets and snacks.
- Dietician ADA registration card for correctional food service.
- All other information and forms requested in the RFP.

GC.15 SUCCESSFUL CONTRACTOR'S CHECKLIST

Prior to the start of work, the successful Contractor shall submit the following documents to Goodhue County where applicable:

- Insurance Certificate
- Signed Contract
- W-9

NOTE:

WORK IS NOT AUTHORIZED TO BEGIN UNTIL A WRITTEN NOTICE TO PROCEED HAS BEEN ISSUED BY THE ADC ADMINSTRATOR OR APPROVED AGENT OF THE COUNTY.

FOOD SERVICES PROGRAM FOR CORRECTIONAL FACILITIES)

(RFP # 13-136P

REFERENCE FORM

Please list references for similar correctional food services and similar size and volume facilities performed within the last two (2) years. If necessary, you may attach a separate sheet.

Account Name: _____
 Contact Person/Title: _____
 Address: _____
 Phone No.: (____) _____
 Email Address: _____
 Date and duration of contract _____

Account Name: _____
 Contact Person/Title: _____
 Address: _____
 Phone No.: (____) _____
 Email Address: _____
 Date and duration of contract _____

Account Name: _____
 Contact Person/Title: _____
 Address: _____
 Phone No.: (____) _____
 Email Address: _____
 Date and duration of contract _____

Account Name: _____
 Contact Person/Title: _____
 Address: _____
 Phone No.: (____) _____
 Email Address: _____
 Date and duration of contract _____

**FOOD SERVICES PROGRAM FOR CORRECTIONAL FACILITIES
#13-136P
COST PROPOSAL FORM**

Addendum

Contractor hereby acknowledges receipt of the following addenda:

Addendum No. _____, Dated _____

Addendum No. _____, Dated _____

Meal Costs for **hot, hot, cold** meal plan per meal:

	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>
Breakfast \$ \$ \$	\$ _____	\$ _____	\$ _____
Lunch \$ \$ \$	\$ _____	\$ _____	\$ _____
Dinner \$ \$ \$	\$ _____	\$ _____	\$ _____
Brunch \$ \$ \$	\$ _____	\$ _____	\$ _____
Special Diets \$ \$ \$	\$ _____	\$ _____	\$ _____
Sack Lunches \$ \$ \$	\$ _____	\$ _____	\$ _____
*Snacks \$ \$ \$	\$ _____	\$ _____	\$ _____

Meal Costs for **cold, hot, hot** meal plan per meal:

	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>
Breakfast \$ \$ \$	\$ _____	\$ _____	\$ _____
Lunch \$ \$ \$	\$ _____	\$ _____	\$ _____
Dinner \$ \$ \$	\$ _____	\$ _____	\$ _____
Brunch \$ \$ \$	\$ _____	\$ _____	\$ _____
Special Diets \$ \$ \$	\$ _____	\$ _____	\$ _____
Sack Lunches \$ \$ \$	\$ _____	\$ _____	\$ _____
*Snacks \$ \$ \$	\$ _____	\$ _____	\$ _____

Meal Costs for **hot, cold, hot** meal plan per meal:

	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>
Breakfast \$ \$ \$	\$ _____	\$ _____	\$ _____
Lunch \$ \$ \$	\$ _____	\$ _____	\$ _____
Dinner \$ \$ \$	\$ _____	\$ _____	\$ _____
Brunch \$ \$ \$	\$ _____	\$ _____	\$ _____
Special Diets \$ \$ \$	\$ _____	\$ _____	\$ _____
Sack Lunches \$ \$ \$	\$ _____	\$ _____	\$ _____
*Snacks \$ \$ \$	\$ _____	\$ _____	\$ _____

* if varying costs by type of snack please submit breakdown of snack and cost on a separate sheet

PLEASE INDICATE THE NUMBER OF STAFF YOU WILL REQUIRE AND LIST THEIR POSITION TITLES, FULL OR PART TIME STATUS AND HOURLY RATES. PLEASE ATTACH A LIST OF BENEFITS THAT WILL BE PROVIDED TO STAFF.

Staff	Position Titles/ Full or Part Time	Hours Per Week at Facility	Hourly Rate
Food Service Manager			
Kitchen Staff – indicate number at this rate			
Kitchen Staff – indicate number at this rate			
Kitchen Staff – indicate number at this rate			
Kitchen Staff – indicate number at this rate			
Kitchen Staff – indicate number at this rate			
Kitchen Staff – indicate number at this rate			

Dun & Bradstreet #

- YES NO
- Will you consider utilizing the current contractor’s current food service staff?
- Have you reviewed and complied with the DOC and DHS regulations as required by this RFP?
- Has the menu been certified by a registered dietician, in compliance with the DOC and DHS?

The undersigned hereby submit this proposal for Food Services at the ADC.

Signature: _____

Name and Title (please print) _____

Contact Person (please print) _____

Phone: () _____ - _____ Fax: () _____ - _____

Email: _____

Contractor Payment Address:

THIS FORM, COMPLETED IN FULL, SUBMITTALS LISTED ON THE CONTRACTOR'S CHECKLIST AND ITEMS REQUESTED IN THE RFP MUST BE INCLUDED TO BE CONSIDERED FOR SELECTION. PLEASE COMPLETE IN BLACK INK ONLY.

**FOOD SERVICES PROGRAM FOR CORRECTIONAL FACILITIES
#13-136P
COST PROPOSAL FORM**

Addendum

Contractor hereby acknowledges receipt of the following addenda:

Addendum No. _____, Dated _____

Addendum No. _____, Dated _____

Meal Costs for **hot, hot, cold** meal plan per meal:

	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>
Breakfast \$ \$ \$	\$ _____	\$ _____	\$ _____
Lunch \$ \$ \$	\$ _____	\$ _____	\$ _____
Dinner \$ \$ \$	\$ _____	\$ _____	\$ _____
Brunch \$ \$ \$	\$ _____	\$ _____	\$ _____
Special Diets \$ \$ \$	\$ _____	\$ _____	\$ _____
Sack Lunches \$ \$ \$	\$ _____	\$ _____	\$ _____
*Snacks \$ \$ \$	\$ _____	\$ _____	\$ _____

Meal Costs for **cold, hot, hot** meal plan per meal:

	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>
Breakfast \$ \$ \$	\$ _____	\$ _____	\$ _____
Lunch \$ \$ \$	\$ _____	\$ _____	\$ _____
Dinner \$ \$ \$	\$ _____	\$ _____	\$ _____
Brunch \$ \$ \$	\$ _____	\$ _____	\$ _____
Special Diets \$ \$ \$	\$ _____	\$ _____	\$ _____
Sack Lunches \$ \$ \$	\$ _____	\$ _____	\$ _____
*Snacks \$ \$ \$	\$ _____	\$ _____	\$ _____

Meal Costs for **hot, cold, hot** meal plan per meal:

	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>
Breakfast \$ \$ \$	\$ _____	\$ _____	\$ _____
Lunch \$ \$ \$	\$ _____	\$ _____	\$ _____
Dinner \$ \$ \$	\$ _____	\$ _____	\$ _____
Brunch \$ \$ \$	\$ _____	\$ _____	\$ _____
Special Diets \$ \$ \$	\$ _____	\$ _____	\$ _____
Sack Lunches \$ \$ \$	\$ _____	\$ _____	\$ _____
*Snacks \$ \$ \$	\$ _____	\$ _____	\$ _____

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Staff	Position Titles/ Full or Part Time	Hours Per Week at Facility	Hourly Rate
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Kitchen Staff – indicate number at this rate			
Kitchen Staff – indicate number at this rate			
Kitchen Staff – indicate number at this rate			
Kitchen Staff – indicate number at this rate			
Kitchen Staff – indicate number at this rate			

Dun & Bradstreet #

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- Has the menu been certified by a registered dietician, in compliance with the DOC and DHS?

The undersigned hereby submit this proposal for Food Services at the ADC.

Signature: _____

Name and Title (please print) _____

Contact Person (please print) _____

Phone: (____)____-____ Fax: (____)____-____

Email: _____

Contractor Payment Address:

THIS FORM, COMPLETED IN FULL, SUBMITTALS LISTED ON THE CONTRACTOR’S CHECKLIST AND ITEMS REQUESTED IN THE RFP MUST BE INCLUDED TO BE CONSIDERED FOR SELECTION. PLEASE COMPLETE IN BLACK INK ONLY.