

# **CASCADE COUNTY**

## **Sheriff's Office**



### **REQUEST FOR SEALED PROPOSALS**

**for**

### **INMATE FOOD SERVICES CONTRACT**

**REQUEST FOR PROPOSAL FOR  
INMATE FOOD SERVICES  
CASCADE COUNTY, MONTANA**

**Project Title:** Inmate Food Services Contract, Cascade County, Montana

**Issue Date:** March 11<sup>th</sup>, 2022

**I. INTRODUCTION, BACKGROUND, & PURPOSE.**

The Cascade County Sheriff's Office, hereafter referred to as "County," is initiating this Request for Proposals ("RFP") to solicit proposals from responsible and qualified firms interested in providing prompt, professional and quality inmate food services at the Cascade County Adult Detention Center located at 3800 Ulm North Frontage Road, Great Falls, Montana 59404.

The Cascade County Adult Detention Center was built in 1998. Although its kitchen has been regularly routinely maintained since construction, including an upgrade to the floor in 2019, it is a 20+ year-old kitchen. Cascade County also seeks, as an alternative food service proposal from interested bidders, the option for the bidder to design, construct and equip a new fully functional primary kitchen for the Cascade County Adult Detention Center that would serve the Cascade County detention inmates so that the existing 1998 era kitchen could be downgraded to a reserve/provisional status kitchen for emergency food services. Cascade County would entertain a longer-term food service contract in conjunction with a kitchen construction upgrade.

Bids are due and will be publicly opened on Friday, the 3rd day of June 2022, at the time of 1:00 o'clock p.m. (local time) at the Cascade County Sheriff's Office, Administration Conference Room, 3800 Ulm North Frontage Road, Great Falls, Montana, 59404. No electronic/digital media bids are allowed. Late bids will be returned unopened.

Each bid must be accompanied by a Certified Check, Cashier's Check, or Bid Bond payable to the Cascade County Sheriff's Office in the amount of ten percent (10%) of the total amount of the bid for the Food Services Contract. The successful bidder shall forfeit to Cascade County their bid security if they fail or refuse to enter into a contract within the time specified. Bid security of unsuccessful bidders shall be promptly returned upon acceptance of the successful bid.

All bids shall remain effective for a period of sixty (60) days from the date of opening. Cascade County reserves the right to consider or reject any, and all bids, and further to waive any defects or irregularities. A contract will be awarded to a qualified and the most responsible bidder.

All bidders are expected to be aware of and to abide by all state and federal statutes, rules, and regulations governing the solicitation and acceptance of public contracts, including any such statute, rule or regulation relating to non-discrimination.

The Cascade County Sheriff's Office and the Board of Commissioners reserves the right to reject any or all bids, to waive irregularities, or to accept any bid they deem to be in the best interest of Cascade County.

## **II. DEFINITIONS.**

Definitions for the purpose of this RFP include:

- "COUNTY" means Cascade County in the State of Montana.
- "CONTRACTOR" means the individual or company whose proposal has been accepted by the County and is awarded a fully executed, written contract.
- "PROPOSAL" means a formal offer submitted in response to this solicitation.
- "RESPONDENT" means an individual or company that submits a proposal in order to attain a contract with the County.
- "REQUEST FOR PROPOSALS (RFP)" means a formal procurement document in which a service or need is identified but no specific method to achieve it has been delineated. The purpose of an RFP is to permit the respondent to suggest various approaches to meet the need at a given price.

## **III. SCOPE AND SERVICES TO BE PROVIDED.**

The primary objective of the Inmate Food Services contract is to provide on-site kitchen management, labor, food, materials and supplies necessary to provide three nutritionally balanced meals, seven days a week, for Cascade County Detention Center inmates.

The County is seeking a contractor to provide all necessary on-site food, inmate labor supervision, and supplies for a high-quality, cost-effective food service program for the Cascade County Detention Center. The successful contractor will be responsible for all aspects pertaining to the food service operation at the facility including but not limited to food procurement, food preparation, maintaining supply inventory, cleanliness, training, and staffing for all administrative and operational food service functions.

Respondents must propose a proven, reliable, food system for a correctional environment, meeting or exceeding the Montana Jail Standards, the Food and Nutrition Board of the National Academy of Sciences as prescribed for inmates, the American Correctional Association (ACA) Standards for Food Services, and the Academy of Nutrition and Dietetics as applicable. Respondents must provide food service seven (7) days a week, three times each day with a caloric intake of 2600 to 2800 per day. Respondents must provide at least two (2) hot meals per day.

Respondents must also be able to provide meals to accommodate special diets, including but not limited to pregnancy, diabetes, low sodium, and religious/kosher meals for no additional costs to the contract. Contractor is expected to provide, at no additional charge, a minimum of three (3) Holiday/Spirit Lifter Meals annually.

Respondents must propose nutritious, wholesome, and palatable food to a population of roughly 400 daily inmates. Contractor shall provide all working personnel (except for authorized inmate laborers), food, materials and supplies necessary to provide food service for the Cascade County Detention Center.

Inmate kitchen laborers will be provided to the Contractor, subject to prior approval of the Sheriff or his designee. Such inmates may be assigned duties in the food service operation that may include sanitation, food preparation and production, and storeroom functions. In the event that Respondent anticipates using inmate labor, Respondent must articulate the number of inmate laborers to be used. A minimum of three (3) Contractor employees are required on-site at all times to oversee and supervise all aspects of the food service operation. IN NO EVENT SHALL INMATES AT ANY TIME SUPERVISE OTHER INMATES.

The Detention Center currently uses Keefe Group as its commissary provider. Keefe Group and the County have a contract through August of 2023 with renewal options. At this time, the County is only interested in Respondents providing services for Inmate Food Services.

Again, Cascade County seeks an alternative, long-term Inmate Food Services contract with any Respondent who proposes construction of a new kitchen (no remodel) and equipping/furnishing said kitchen at the Detention Facility. The anticipated cost estimate for the design, construction of a new detention kitchen fully equipped is approximately six million dollars (\$6,000,000).

**A. Description of Current Detention Center Operation:**

1. The average daily population is approximately 400 adult inmates, including males and females.
2. These numbers are provided to give Respondents an estimate of daily meals and not to be construed as a specific number of meals that the Respondent shall prepare. It is only provided as a guideline for possible meals served. Cascade County does not guarantee or warrant a minimum or maximum number of daily meals.
3. The price charged shall be determined by taking the actual number of meals ordered or served each day, whichever is less.
  - a. Food is received, stored, prepared, and served at the Cascade County Detention Center at 3800 Ulm North Frontage Road; Great Falls, MT 59404.
  - b. Inmate laborers supervised by Detention Officers deliver meals to each housing unit on thermal trays.
  - c. Contractor workers will be expected to supervise inmates during the meal and tray preparations.

d. The current meal service schedule is as follows:

Breakfast	6:00 a.m.
Lunch	11:15 a.m.
Dinner	4:30 p.m.

**B. Respondent Service Requirements:** Respondents will be expected to provide the following services as part of the food service program.

1. Food & Supplies:

- a. Contractor will purchase and safely manage all consumable supplies and food products that are required for food service operation. Such supplies and food products purchased pursuant to the Agreement shall remain the property of the County.
- b. Cleaning and maintenance supplies shall be purchased and provided by the Contractor for the kitchen area.
- c. Contractor is responsible for routine cleaning and housekeeping of food service preparation, service, and storage area and will, on a continuing basis, maintain standards of sanitation required by state or local regulations. The County will be responsible for removal of trash and garbage.
- d. Inspections of kitchen facilities by County and State health agencies must achieve satisfactory ratings.

2. Licenses, Fees, Taxes:

- a. Contractor will secure and pay all federal, state and local licenses, permits, and fees required for the operation of the food services provided hereunder. Cascade County is tax exempt.

3. Billing process / Record keeping:

- a. Contractor shall submit to the County weekly, an invoice for meals ordered or served, whichever is less. The price per meal charged to the County shall be described in the proposal and shall be guaranteed for meals for (1) one year. The contractor will coordinate with the Sheriff's Office Accountant regarding the monthly billing schedule to fit the County billing cycle.
- b. Access and Records – The Contractor shall keep full and accurate records of the sales and meal count records in connection with the food services. All records shall be available for auditing by the County at any time during regular working hours.
- c. Contractor will be required to submit a W-9 at the time of contract execution in order to facilitate payment.

4. Premise and Equipment:

- a. The Contractor shall return to the County at the expiration of a contract the food service premises and all equipment furnished by the County in the condition in which received except for ordinary wear and tear and except to the extent that said premises and equipment may have been lost or damaged by fire, flood, or unavoidable occurrence and except to the extent that said

equipment may have been stolen by persons other than employees of the Contractor without negligence or the part of the Contractor or its employees and providing that all damages and losses are reported to the County for all items covered by this paragraph. The County will pay for needed equipment repairs caused by normal wear and tear in excess of \$500.00; Contractor will pay for repairs \$500.00 or less. The County will replace equipment, which in the opinion of the County has exceeded its useful life after consultation with the Contractor.

5. Additional food service requirements:

a. The Respondent agrees to provide additional inmate food services (special hot meals/customizable meal programs) and note any commission rates offered to the Sheriff's Office.

b. Contractor shall implement procedures for meal delivery to inmates, staff and visitors; written quality and inventory control methods and standards, written procedures for providing safe, sanitary and secure food service management, including supervision and control of inmate labor and internal security of products and equipment available to inmates; and proposed vocational training program for inmates in food service delivery and management.

6. Participation in Client-required security training:

a. Contractor staff will be required to complete Cascade County PREA, Con Games, security, safety, and facility operations training prior to working in the Facility.

7. Uniforms for Contractor staff:

a. Contractor shall provide professional and neat uniforms that distinguish the contractor's paid staff from the inmates and Detention Officers and require their staff to wear the uniform and CCSO ID while in the facility.

8. Processing of Complaints: Food service complaints from inmates must be processed at least weekly as follows:

a. Trained food service personnel shall act upon all complaints.

b. The Food Service Director shall be responsible for resolving inmate or staff grievances.

c. All requests or grievances involving food service and any action taken shall be thoroughly documented according to CCSO procedures and that documentation is made available to inspection at any time.

d. The Food Services Director shall notify the Warden, or his designee of action taken to satisfy grievances.

**C. Menu Specifications:**

1. All proposals must clearly define:

a. Proposed Menu(s)

b. Item-by-item nutritional analysis (May be in an attached appendix)

- c. Registered dietitian certification of both the menu and nutritional analysis.
- d. Summary of specifications that will be adhered to for all food products.
- e. All proposals must meet or exceed quality of food service as detailed in the Scope of Work.

2. Inmate Cycle Menu:

a. Menu Cycle:

- 1. Each Respondent shall submit a minimum of a four (4) week cycle menu with drink.
- 2. Each week will include 21 meals and comply with the standards outlined in this RFP.
- 3. Respondents must provide the menu upon which the cost of service is calculated together with the portion sizes of each menu item to be considered. Sample menus that may not be served after the contract is awarded will not be allowed.

b. Menu Description Requirements:

- 1. Menus submitted in the proposal must include clearly defined descriptions of food items.
- 2. All menu items must be listed by weight or volume measurements (e.g. ½ c., 3 oz., wt., etc.). All cake, muffin, and cornbread portions that are cut in a pan must indicate the size of the cut (e.g. 1/60)
- 3. Meat portions in casseroles must include cooked weight measurements or meat equivalent per portion (e.g. a 10 oz. casserole planned to include 2 oz. of meat or meat equivalent should be written on the menu as 10 (2 oz. meat).
- 4. Weights of entrées on menus must be indicated as cooked or raw weights. For those items purchased already fully cooked, it shall be indicated as either prior to reheating or following reheating.
- 5. The ground meat to be served must be indicated on the menu. For example, if ground turkey will be utilized in the casserole, that must be indicated on the menu. If diced meat is intended to be served in a casserole, indicate diced in the name.
- 6. If imitation cheese is intended to be served, it must be indicated on the menu.
- 7. Appropriate condiments to be served must be included on the written menu.

c. Balanced Menu Planning Requirements:

- 1. The menu shall be planned with products and recipes with proven inmate acceptability. The Respondent shall include in the proposal a method to monitor inmate preferences and to make acceptability adjustments.

2. A variety of food flavors, textures, temperatures, and appearance shall be used.

a. Menu shall provide for an average of two hot meals per day minimum.

d. Fruit and vegetable requirements:

a. To ensure a minimum level of menu quality, at least five 1/2 –cup fruit and vegetable equivalents are required each day on the menu. A minimum daily variety of four different fruits and vegetables shall be used to meet the requirement. Items such as fruit drink, rice and noodles do not qualify as fruit or vegetable equivalents.

b. Menus will provide a minimum of one fruit or fruit equivalent (1/2 c) serving per day (which will count as one of the five minimum fruit and vegetable portions).

c. An average of two servings of fresh fruit will be served per week. The serving will count as one of the minimum fruits and vegetable portions.

d. Prohibited foods in the Cascade County Detention Center to help curb PRUNO (jail house alcohol) are full sized bananas, apple sauce, apples, oranges, and juice packets.

e. Avoid excessive fat calories:

a. To avoid excessive fat calories, and provide more stomach filling bulk on the menu, portions of margarine, butter, salad dressing, and mayonnaise shall be restricted on the menu. A maximum of 1/2 oz. shall be used as a margarine or salad dressing portion. Sandwich meals shall include appropriate mustard and ketchup condiments, not unnecessary margarine.

f. Nutritional requirements:

1. Menus will provide a weekly average of 2,800 calories per day in addition to all required nutrients.

2. Menus will provide a weekly average of 70 grams of protein per day. This will be met by providing a minimum of 4 oz. of meat or meat equivalent per day, excluding breading. A meat or meat equivalent may include meat, eggs, cheese, peanut butter, or soy.

3. Menus will provide a minimum of one (8 oz.) serving of fluid milk per day.

4. No organ meats shall be allowed in any ground meat.

5. Nutritional Analysis – tied to actual recipes & products proposed:

a. An item-by-item computer nutritional analysis of the menu with a weekly summary indicating the percentage of compliance to the highest RDA values for the population shall be submitted with the proposal.

b. Each item on the menu shall have specific nutritional values based on recipes that will be used in the facility. For example, the specific

calories, protein, fat, sodium, calcium, iron, and vitamins in the recipe that will be used for Beef, Macaroni, and Tomatoes and all other meal items shall be separately identified on the analysis.

6. Menu & analysis certified by Registered Dietitian:

- a. A registered dietitian shall certify the inmate menu in the proposal with a signed nutritional compliance statement.
- b. A Registered Dietitian or Registered Dietitian Nutritionist will approve all menus prior to service and annually thereafter. All meals served will be in compliance with the most recently published Recommended Dietary Allowances and Dietary Reference Intakes for inmates as noted in the SCOPE AND SERVICES section above.

3. Sack Meals:

- a. For approximately 10 to 15 inmates each meal, sack meals are to be provided, when necessary. These meals are in place of regular inmate meals. This will generally be Monday – Friday and occasionally on weekends. The purpose of sack meals are late returns from court, transports, work release or due to inmate safety reasons.
- b. Sack meals are required to meet the same daily caloric and nutritional requirements as other meals, at no additional cost to the County.

4. Medical & Religious Diets:

- a. The Contractor shall provide, at no additional cost, medical diets conforming to physician-ordered specifications. These include, but are not limited to: Diabetic, Renal, Pregnancy, soft or liquid diet, and salt restriction or food allergies. This may also include physician-ordered additional after-hours snack.
- b. The Contractor shall work with our Medical Provider for the safety and care of inmates requiring medical diets.
- c. The Contractor shall provide, at no additional cost, a lacto-ovo vegetarian and/or vegan diet for all religious requests once said religion is verified via Detention Staff.
- d. Other meals requested, with options for prepackaged meals, shall be provided at mutually agreed upon pricing.
- c. Common religious diets include kosher diets, but also include Muslim diets particularly during Ramadan. Ramadan diets require some additional food service time restrictions and Contractor shall work with Detention staff to ensure the required calorie content and temperature needs of these after hour meals are met.
- d. This facility currently maintains a pork-free facility. The Respondent should acknowledge the intent to maintain this policy and provide a menu that reflects this or propose an alternative plan.

5. Holiday Meals:

- a. The Respondent shall include in their proposal their policies for serving special meals on holidays.
- b. Proposed meals and holidays should be identified.
- c. All such meals will be provided at contract rates.

6. Plan for Product Wholesomeness; Respondent will warranty that:

- a. All food items will be purchased from facilities and manufacturers that meet all applicable federal and state regulations for food safety, use only industry "best practices" to ensure wholesomeness and maintain appropriate liability insurance on their products.
- b. Respondent will provide a written procedure for verification of food safety and quality of "spot buys" (defined as items purchased at a discount usually from a broker or distributor).
- c. Respondent will include in the proposal its specific plan for maintaining safe and wholesome food in the facilities operated by this jurisdiction.

7. Documentation of meals served:

- a. Served menu records – Substitution policy
  1. Documentation of all meals served including substitutions shall be maintained. A plan for ensuring nutritional compliance with substitutions shall be provided in the proposal.
  2. The respondent shall outline procedures used to ensure all meals will be served at appropriate temperatures and in a manner that makes them palatable, neat, and visually pleasing.
- b. Standardized recipes
  1. Standardized recipes with portion yield data for all items shall be available and utilized.

**D. Staffing Requirements:**

1. Staffing plan to provide adequate resources to meet objectives.
  - a. Assign sufficient staff to oversee and supervise all aspects of the food service operation; minimum of three (3) Contract workers on-site during all working kitchen hours (when inmate laborers are present).
  - b. Inmate laborers will be provided, as the contractor requires, subject to the approval of jail staff. Currently, the kitchen uses approximately 16 inmate laborers per meal.
  - c. The Respondent will provide an organizational chart and job descriptions for all professional and kitchen staff with their proposal including number of inmates laborers required per shift. Inmate laborers shall be used for the preparation of food, delivering of meals, and general sanitation and cleaning.
  - d. The Contractor agrees to train and supervise inmate personnel, subject to the overall control of the Detention Staff.

- e. The Contractor is responsible for all wages, benefit packages, and overtime payments to their staff.
- 2. Employee related processes:
  - a. All potential employees of the Contractor who will work in the jail are subject to background checks by the CCSO.
  - b. Any persons entering the secure areas of the jail are subject to search including a pat search of their person.
  - c. Contractor personnel are subject to the security regulations and procedures of the Detention Facility. Contractor personnel are subject to removal from the facility at any time for security reasons as determined by the Undersheriff, Detention Facility Administrator, or his/her designee.
  - d. All employees of the contracting firm must take part in and satisfactorily complete all trainings required by the CCSO.
  - e. All employees of the contracting staff must agree to abide by all facility rules of maintaining confidentiality.
  - f. All activity within the facility is subject to video and audio recording at all times.
- 3. Supervision and training of inmates:
  - a. The Contractor shall provide training to inmate laborers in food service and management.
  - b. Inmates are not permitted to supervise other inmates.
  - c. Contractor employees (kitchen staff) will not be allowed to bring in any recording/listening devices, cell phones, tobacco products, alcohol, or any other prohibited items into the Jail.
  - d. No inmate laborers will be allowed to leave the kitchen while working; inmates will remain in secure areas of the jail at all times.
- 4. Kitchen Appliances and Equipment:
  - 1. The Cascade County Detention Center has a fully equipped kitchen, including all kitchen tools, utensils, thermal trays and carts for delivery.
  - 2. The County maintains a kitchen facility free of any knives. Respondent shall acknowledge the intent to maintain that procedure or propose a procedure with the safety of the facility and its employees as a priority.
  - 3. Respondent is responsible for its own IT related items to include computers, printers, Wi-Fi/network, etc.

**E. Contractor Qualifications and Experience:** The Respondent shall be an experienced provider of comprehensive inmate food services, including all the specified services. The Food Services Contractor shall meet the following minimum requirements to be considered for award of this contract.

- 1. The Contractor must be organized for the primary purpose of providing food services with the ability to provide correctional/detention food services.
- 2. The Contractor must have a minimum of five years of correctional food services experience or demonstrated equivalent experience.

3. The Contractor should have demonstrated experience managing food service correctional/detention facilities.
4. Licensed and Certified: Contractor, both corporate and individuals, must be fully licensed and certified in the State of Montana for the type of work to be performed in the Facility at the time of the Contract Approval and during the entire contract time.
5. Drug Free Workplace: The Detention Facility has adopted a Drug Free Workplace Policy. Therefore, it is unlawful to manufacture, distribute, disperse, possess, consume or use any controlled substance in the workplace, to include recreational and/or medical authorized marijuana. The Contractor agrees its employees, agents or subcontractors will follow and honor the Detention Facility Drug Policy.
6. The Contractor must maintain an open, collaborative relationship with the administration and staff of the Cascade County Sheriff's Office, and other Cascade County Service Providers.

**F. Summary of Experience:**

1. The proposal must include a description of the Respondent's past performance and effectiveness in similar work as it relates to the requirements to be provided for in this RFP. The respondent shall describe its experience in providing and supporting the delivery of quality food services for the requirements of this RFP.
2. The proposal must include a list of three (3) current clients including contact names, mailing address, telephone number and email addresses.
3. The proposal must include a list of two (2) former clients including contact names, mailing address, telephone number and email addresses. This list shall indicate whether the Contractor or the Contracting Agency terminated the contract and the reason for the termination.
4. The proposal must include a detailed list of any fines or penalties (excluding contractual liquidated damages) the Contractor has had to pay to state, local, or federal agencies, or shareholders.
5. The proposal must include a description of all instances in the past five years in which the Contractor has requested additional money beyond what was agreed to in the initial contract. Said description must identify the reason why and include the percent of payment in excess of the contract price. This does not pertain to routine contract renewals or extensions, but rather any instances in which the Contractor requested an adjustment to its original bid after it started operating the contract.

**G. Key Food Services Staff:** The Contractor shall submit a list consisting of the names, title, and qualifications of key food services staff as it applies to the offer. The list may include corporate executive management with responsibilities related to the proposed contract, individuals assigned to organize and implement the inmate food services program, and candidates to assume onsite positions, if available. The Contractor shall provide resumes giving the educational background, professional experience, and special qualifications of personnel providing services in accordance with this RFP.

**H. Subcontractors: If subcontracting is to be used:** The Contractor shall submit a list of those subcontractor personnel who will be assigned for direct work on the contract and the approximate time each will be devoting to work on the resultant contract. The respondent shall provide resumes giving the background, professional experience, and special qualifications of personnel providing food services in accordance with this RFP.

**I. Price:** The price per meal shall be all-inclusive and include the delivery of all professional food services, purchases, labor, supplies, insurances and licenses necessary for completion of the scope of work as described herein, based on present statutes, law and standards of correctional food services.

Inmate Population: To assist with the determination of a proposed contract price, population statistics and projections are as follows:

**Average daily population: 400**

**Inmate Meals: \$ \_\_\_\_\_ per meal charge** (Whether it is Breakfast, Lunch or Dinner)

The Contract is for 60 months. Any request for yearly price adjustment shall be submitted within thirty (30) days before the contract anniversary of each year. Any annual increase will be based EXCLUSIVELY on the Consumer Price Index.

**J. KITCHEN EQUIPMENT and FURNISHINGS:** The County owns all the existing kitchen equipment and office furnishings in the Kitchen. In the event additional Equipment or Furnishings are required during the term of the contract, a written list of Equipment and justification of need shall be forwarded to the Undersheriff for consideration and processing. A provision of Kitchen Equipment and Furnishings is that a repair or replacement cost of less than \$500 shall be the responsibility of the Contractor, anything in excess of \$500.00 is the responsibility of the County.

**K. PROPOSAL CONTENT.** All proposals must be concise, clear and convey all the information requested by Cascade County. Emphasis is on completeness and clarity of content.

It is requested the following section headlines are used in response to this RFP:

- A. Statement of Qualifications**
- B. Food Services Proposed**
- C. Implementation Schedule**
- D. Cost**
- E. Appendix**

Sections to include:

**A. Statement of Qualifications.**

Each Respondent must demonstrate its organization's competence, qualifications, and ability to perform the services requested in this RFP. Requested information shall include:

1. The business entity's legal name, address, and telephone number;
2. Proof of license to do business in the State of Montana and in good standing with the Montana Secretary of State or provide a commitment that it will become licensed in Montana within thirty (30) calendar days of being awarded the contract;
3. The principle(s) of the business entity, their experience and qualifications;
4. The key individuals to be assigned to Cascade County. List, for each individual, all relevant experience;
5. Description of the business entity's prior experience, including any similar services provided and location;
6. Three (3) professional references who have used the Respondent's food services.

Each Respondent must provide a copy of and maintain all necessary licenses, accreditations and certifications in accordance with the Montana laws, rules, regulations and ordinances.

**B. Food Services Proposed.**

The Respondent shall address how the requirements will be satisfied as requested in the RFP requirements. Any food add-ons, special meal offers, etc. should be noted also.

**C. Implementation Schedule.**

Respondent must include procedures for meal delivery to inmates and/or staff; written quality and inventory control methods and standards, written procedures for providing safe, sanitary and secure food service management, including supervision and control of inmate labor and internal security of products and any new on-boarding equipment available to inmates; and the training program for the inmates in the food service delivery and management; what they see are kitchen needs, if awarded the Contract, coming into our Facility.

It is unlikely but possible that the Cascade County Detention Center kitchen could be damaged by fire, flood, riot or some event that would render the kitchen inoperable. Food service must continue unaffected thereby.

Respondent shall submit a contingency emergency plan which provides a detailed description of the Respondents plan for providing alternate food service in case of an emergency such as mentioned herein.

**D. Cost of Service.**

All proposal responses must include fee schedule information that is all inclusive of food services. If also proposing a multi-year, longer term Contract with a new kitchen build, please articulate the total package breakdown in your proposal. Your proposal may include an all-inclusive food services package with a new kitchen build and an all-inclusive food services program with a no kitchen build.

Respondents who are not interested in the kitchen build should consider a Signing Bonus. Upon contract signing, Contractor would pay the County a one-time signing bonus of Two Hundred Thousand Dollars (\$200,000.00) to be utilized promptly for Cascade County Detention Center's Capital Improvement Fund, specifically for kitchen equipment. If the Agreement were terminated by the County for any reason NOT BASED ON A CONTRACTOR BREACH OF CONTRACT before the end of the contracted term, County would refund to Contractor an amount equal to the signing bonus times a fraction, the numerator of which is the number of months between the date of termination and the end of the contracted term, and the denominator of which is the number of months in the contracted term (i.e. 60). County acknowledges and understands that the signing bonus would be a one-time payment.

**E. Appendix.**

Respondent must include in the appendix any additional information or materials which may be helpful to explain or evaluate the proposal.

**L. EVALUATION OF PROPOSALS and BASIS FOR AWARD:** Evaluation of proposals shall be conducted by an RFP review committee established by the Cascade County Sheriff's Office. In reviewing and evaluating proposals, Cascade County will use the following evaluation factors listed below in the order of their respective importance:

1. Conformance to the requirements of this solicitation;
2. Qualifications and experience;
3. Overall Food Services proposal;
4. Cost to taxpayers;
5. References; and
6. Past performance.

Each Respondent who submits a proposal may make an oral presentation to Cascade County for an opportunity to clarify the proposal and ensure mutual understanding should the County request clarification. Respondents may NOT change their original proposal submission.

A contract award resulting from this RFP shall be given to the Respondent whose proposal is determined to be most suitable to deliver prompt and professional inmate food services and other requested services to inmates and based on the evaluation factors set forth herein. The County reserves the right to accept or reject any and/or all Proposals, to waive irregularities and technicalities, and to request re-submission. Any sole response received by the submission date may or may not be rejected by the County depending on available competition and timely needs of the County. The County reserves the right to select a Food Services Contractor with or without interviews and may decide to select any of the Respondents submitting qualification packages. The County reserves the right to award the contract to a responsible Respondent submitting a responsive Proposal, with a resulting negotiated agreement that is most advantageous and in the best interests of the County. The County shall be the sole judge of the Proposal, and the resulting negotiated agreement that is in its best interest and its decision shall be final. Also, the County reserves the right to make such investigation, as it deems necessary, to determine the ability of any Respondent to perform the work or service requested.

**M. CONTRACTUAL REQUIREMENTS:**

The successful Respondent, hereafter referred to in this section as “Contractor,” shall be required to enter and sign a formal contract with Cascade County subject to the following terms and conditions:

**A. Length of Contract.**

The RFP shall become part of the contract and the contract will be in effective for the duration of a five (5) year contract period beginning January 1<sup>st</sup>, 2023, at 0001hrs unless mutually agreed upon otherwise.

**B. Background Checks.**

This contract requires access to multiple areas within the Cascade County Detention Center and access to confidential County information. As such, the successful Contractor and associate personnel must pass a background check prior to the start of work and prior to access to the facility is allowed. The background checks will be completed by Cascade County and may include, but is not limited to, a reference check, criminal history check and active warrant check.

Further, Cascade County reserves the right to deny access to any employee on County property who is identified as a potential threat to the health, safety, security, and operational mission of the County and its public. Should access be denied, the successful respondent shall remove the employee immediately and replace the employee with a suitable substitute, as approved by the County, at no additional cost.

**C. Location/Network.**

Contractor shall be required to install its own computer equipment and all respective accessories and software at the Cascade County Detention Center and maintain its own secure network/Wi-Fi.

**D. Minimum Contract Terms.**

Upon award of this contract, entry into a contract is expressly conditioned upon the Contractor obtaining certificates of insurance indicating that the insurance requirements below listed are in force and shall name Cascade County as an additional insured on the policy.

**1. Indemnity and Hold Harmless Agreement:**

To the fullest extent allowed by law, the Contractor shall indemnify, defend and hold the County, the Cascade County Sheriff's Office, Commissioners, Officers, and their affiliates, employees, agents, and representatives (collectively "County") harmless from and against any and all claims, demands, liabilities, damages, losses, judgments, costs, and expenses including, without limitations, attorneys' fees, and costs for any and all personal injury (including death) and property damage of any kind or nature whatsoever, incurred by, asserted against, or imposed upon County, as a result of or in any manner related to provision of services pursuant to this Contract, or any act or omission, by Contractor or its affiliates, employees, agents, subcontractors or representatives. Contractor shall provide the COUNTY with proof of the insurance coverage required herein, including without limitation, general liability coverage. This indemnification shall survive the expiration or termination of this Contract.

**2. Instructions:**

The Contractor shall not commence work or service under this contract until the Contractor has obtained all insurance required under this section and such insurance has been approved by the Sheriff's Office or representative, nor shall the Contractor allow any subcontractor to commence work on a subcontract until all similar insurance required of the subcontractor has been so obtained and approved. Certificates of insurance shall have the County, the Cascade County Sheriff's Office and the Detention Facility named as "Additional Named Insureds" for the proposed work.

**3. Workers' Compensation Insurance and Employer's Liability Insurance:**

In accordance with MCA §§ 39-71-401 and 39-71-405, Contractor agrees to provide workers' compensation insurance for its employees while performing work under this Agreement. Contractor shall provide proof of compliance in the form of workers' compensation insurance or documentation of corporate officer status and maintain such insurance or corporate officer status for the

duration of the contract. The Contractor shall take out and maintain during the life of this contract the applicable statutory Workers' Compensation Insurance with an insurance company authorized to write such insurance in Cascade County and in all counties covering all the Contractor's employees, and in the case of any work sublet, the Contractor shall require the Contractor's subcontractors similarly to provide statutory Workers Compensation Insurance for the subcontractor's employees.

All insurance policies required must be from an insurance carrier licensed to do business in the State of Montana. Contractor agrees to furnish proof of required insurance to Cascade County prior to commencing work under this Agreement.

**4. Commercial General Liability and Automobile Insurance:**

The Contractor shall maintain during the life of this contract such Commercial General Liability and Automobile Insurance as shall protect the Contractor against claims for damages resulting from bodily injury, including wrongful death, and property damage, which may arise from operations under this contract whether such operations be by the Contractor or by any subcontractor, including inmate laborers. Cascade County and the Cascade County Sheriff's Office/Detention Center must be listed as an additional insured on the general liability insurance certificate for this Agreement unless otherwise specified by Cascade County. The minimum acceptable limits of liability to be provided by such General Liability Insurance shall be as follows:

- i. Each Occurrence: \$1,000,000
- ii. General Aggregate: \$4,000,000

**5. Certificate of Insurance:**

The Contractor shall furnish the Cascade County Commission with a copy of the certificate(s) of insurance evidencing policies required in Number's 3 and 4 listed above. The Contractor shall give the Cascade County Commission at least thirty (30) days written notice in the event of cancellation of, or material change in, any of the insurance policies. If coverage on said certificate(s) is shown to expire prior to completion of all terms of this contract, the Contractor shall furnish a certificate of insurance evidencing renewal of such coverage to the Cascade County Commission. The certificates of insurance shall clearly show the contract number.

**6. Subcontractor's Insurance:**

The Contractor shall require each subcontractor to obtain and maintain during the life of the subcontract the same insurance coverage required under 3 and 4 above, including the extensions of coverage required under those paragraphs. The Cascade County Commission depending on the particular service being performed by the subcontractor may grant exceptions. Each

subcontractor shall furnish to the Contractor two (2) copies of a certificate of insurance, and such certificate shall contain the same information required in Paragraph 5 above. The Contractor shall furnish one copy of the certificate to the Cascade County Commission.

**N. OTHER TERMS and CONDITIONS:** The Contractor shall confirm its acceptance of the following general terms and conditions:

**1. Contract Period:**

The Contractor shall furnish labor, materials, and supplies necessary to provide complete food services to inmates, as per the accepted proposal and subject to the execution of a contract with terms and conditions deemed necessary by the County. It is the intent of the Cascade County Commission to award this contract for a five-year (60 month) fiscal period. However, the Cascade County Commission may, at their option and in agreement with the Successful Bidder, renew the contract for up to three (3) additional years, in twelve (12) month increments. The Cascade County Commission shall, in writing, notify the Contractor one hundred and twenty (120) days prior to expiration of the contract with its intent to extend the contract, if mutually agreed to by both parties. The Contractor shall document their meal price schedule for the duration of the proposed contract showing any percentage increases each year of the contract beyond year five.

This Contract shall be effective and commence on January 1<sup>st</sup>, 2023.

**2. Termination of Contract:**

The County shall have the authority to submit a written recommendation to terminate the contract for default to include unreasonable nonperformance. This recommendation shall be supported through specific documented instances. The Contractor shall be provided with an opportunity to cure the conditions within a specified and reasonable time period if cured, no termination shall occur.

Either party shall have the option to terminate the contract without cause based upon 120 days written notice.

**3. Compliance with Laws and Non-Discrimination:**

The Contractor agrees all hiring must be on the basis of merit and qualifications, and not discriminate against any person who performs work thereunder because of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin. Further, the Contractor agrees to comply with all federal, state, and local laws, rules and regulations, including but not limited to, the Americans with Disabilities Act.

#### 4. **Wage & Labor:**

Pursuant to MCA § 18-2-401(11)(a), a “public works contract” is defined as “a contract for construction services let by the state, county, municipality, school district, or political subdivision or for non-construction services let by the state, county, municipality, or political subdivision in which the total cost of the contract is in excess of \$25,000.” Contractor shall be required to determine if the scope of work and services provided herein constitute a public works contract, necessitating Montana resident preferences and prevailing wage rates which would apply to this work and Contract. Contractor and any and all subcontractors at any level or tier of work shall give preference to the employment of bone fide Montana residents in the performance of the work and shall pay the standard prevailing rate of wages, including fringe benefits for health and welfare and pension contributions and travel allowance provision in effect and applicable to the County or locality in which the work is being performed (MCA § 18-2-403). At least 50% of the workers, as defined by the Department of Labor and Industry (DOLI), must be bona fide Montana residents (MCA §§ 18-2-401, 18-2-402). The Commissioner of the DOLI has established the standard prevailing rate of wages in accordance with MCA §§ 18-2-401 and 18-2-402. A copy of the rates entitled “State of Montana, Prevailing Wage Rates” are available online at Montana DOLI website at montana.gov. The Commissioner of the Montana DOLI has established the resident requirement in accordance with MCA § 18-2-409. The Contractor and any and all subcontractors at any level or tier of the work shall direct any and all questions concerning prevailing wage and Montana resident issues for all aspects of the work to DOLI. The Contractor and any and all subcontractors at any tier or level of the work, and as determined by the Montana DOLI, shall classify all workers in accordance with the State of Montana, Prevailing Wage Rates. In the event the Contractor is unable to classify a worker in accordance with these rates, it shall contact DOLI for a determination of the classification and the prevailing wage rate to be paid. **It is not the responsibility of Cascade County to determine who classifies as a subcontractor or any other persons involved in any aspect of the work at any tier or level.** All such determinations shall be the sole responsibility of the Contractor, subcontractor, or any other persons involved in the project at any tier or level. The Contractor is further required to maintain payroll records in a manner readily capable of being certified for submission under MCA § 18-2-423, for not less than three (3) years after the Contractor’s completion of work on the project. The Contractor is also required to post a statement of all wages and fringe benefits in a visible and accessible location in compliance with MCA § 18- 2-423.

#### 5. **Choice of Law.**

The Contractor and Cascade County agree that jurisdiction and proper venue exist in the Eighth Judicial District, Cascade County, Montana located in Great Falls,

Montana. This Agreement will be construed under and governed by the laws of the State of Montana. The parties shall bear their own costs and attorney fees in the event of any dispute regarding the terms and conditions of any relationship or contract.

**6. Taxes.**

In the event the Internal Revenue Services (“IRS”) should determine the Contractor is, according to IRS guidelines, an employee subject to withholding and social security contributions, Contractor shall acknowledge that all payments to Contractor are gross payments and Contractor is responsible for all income taxes and social security payments received prior to such IRS determination.

**7. Records.**

Contractor shall maintain sufficient records incidental to the performance of this Agreement to enable Cascade County to document the performance of the Agreement. Contractor shall allow access to those records by the Cascade County Sheriff’s Office, the County Attorney’s Office, and the County Auditor, any independent auditor employed by Cascade County and to representatives of the state or federal government. Records shall be retained for at least seven (7) years after expiration or termination of the Agreement.

**8. Public Access to Information.**

Contractor acknowledges that the County is a local government unit and its records are public and subject to disclosure under Montana law. Certain information may be protected from disclosure. Protected information includes information concerning an individual privacy interest, legitimate trade secrets and other constitutionally protected proprietary information and certain information relating to individual or public safety.

**9. Sovereign Immunity.**

Cascade County, and any of its respective divisions of local government, acting through the Cascade County Board of Commissioners does not waive governmental immunity by entering into this Agreement and specifically retains immunity and all defenses available to them as a local governmental entity under MCA § 2-9-111 and all other state laws.

**10. Severability.**

If any part of this Agreement is hereafter held to be void, illegal, or unenforceable, the validity of the remaining portions or provisions will remain in effect.

**O. SCHEDULE:**

The following outlines the proposed timing of responses; however, Cascade County reserves the right to modify the dates as necessary. Any changes will be issued in addendums to this RFP.

- March 11, 2022: RFP released on the Cascade County website.
- April 4, 2022, 9:00 a.m. MDT: Non-mandatory pre-bid question/answer conference and Detention Center/Kitchen tour at the Cascade County Sheriff's Office, 3800 Ulm North Frontage Road, Great Falls, MT 59404. (email [creeves@cascadecountymt.gov](mailto:creeves@cascadecountymt.gov) if participating)
- April 15, 2022 by 2:00 p.m.: Last day to submit written questions. (email to [creeves@cascadecountymt.gov](mailto:creeves@cascadecountymt.gov)). Responses to all written questions will be posted online on the Cascade County website as an Addendum to the RFP, which all Respondents shall acknowledge receipt of as part of their proposal submission.
- June 3, 2022 by 1:00 p.m. MDT: Deadline for submission of six (6) hard copies of proposal. Bids will be publicly opened on Friday, the 3rd day of June 2022, at the time of 1:00 p.m. (local time) at the Cascade County Sheriff's Office, Administration Conference Room, 3800 Ulm North Frontage Road, Great Falls, Montana, 59404.
- Week of June 6, 2022: Follow-up Questions with selected Respondents, if necessary.
- Week of June 27, 2022: Anticipated approval and award of contract by the Board of County Commissioners.

**RESPONDENT'S INSTRUCTIONS.**

- A. Respondents should direct all questions to:

**Undersheriff Cory Reeves  
Cascade County Sheriff's Office  
3800 Ulm North Frontage Road  
Great Falls, MT 59404  
(406) 454-6820  
Email: [creeves@cascadecountymt.gov](mailto:creeves@cascadecountymt.gov)**

- B. Respondents are only to direct questions in writing to the contact list above. No contact is to be had with the Board of Commissioners.

- C. June 3, 2022 by 1:00 p.m. MDT, proposals must be received in a sealed envelope marked on the outside with "RFP Inmate Food Services," and addressed to:

**Undersheriff Cory Reeves  
Cascade County Sheriff's Office  
3800 Ulm North Frontage Road  
Great Falls, MT 59404**

**DISCLAIMERS:**

1. Cascade County reserves the right to reject all proposals, to negotiate individually with the proposers, and to select a respondent based upon the best interests of Cascade County, which best interests may be based exclusively upon pricing.
2. Cascade County reserves the right to withdraw the RFP at any time at its sole discretion. Further, Cascade County reserves the right to amend the RFP to correct errors or oversights, or to supply additional information as shall become available, at any time prior to the opening of responsive submissions.
3. Cascade County reserves the right to eliminate any mandatory, non-material specification or requirements that cannot be met by any of the prospective respondents.
4. Cascade County reserves the right to request and require clarification at any time during the procurement process and/or require correction of mathematical or other apparent errors and/or to determine a respondent's compliance with the requirements of the RFP.
5. This RFP does not commit Cascade County to the award of a contract, nor to pay any cost incurred in the preparation, submission or presentation of proposals in anticipation of a contract. Cascade County reserves the right to reject all proposals, portions of proposals or subconsultants/team members, to further modify the scope of work and/or negotiate further with respect to the proposal or to select the firm which in Cascade County's sole judgment provides the best overall proposal with respect to qualifications, experience, financial proposal and staffing abilities.
6. Nothing in this RFP shall constitute or be construed to create a partnership or joint venture between Cascade County, its officers, employees, agents, representatives, successors, or assignees and the Respondent, its officers, employees, agents, representatives, successors, or assignees. Neither Respondent nor Respondent's employees shall be deemed to be employees of Cascade County.

7. Proposals submitted in response to this procurement shall become the property of the County. All proposals received shall remain confidential until the contract, if any, resulting from this RFP is signed and executed by the parties; thereafter, the proposals shall be deemed public records.

(GF Tribune Publication Dates: March 13, 2022 & March 20, 2022)

**END OF RFP**