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INTRODUCTION

Shelby County is requesting proposals for the provision of food services for inmate meals seven days/week and program support services for an approximate population of 300 inmates.

AWARD PERIOD

It is the intent of the Shelby County Detention Center to award this contract for a term of two (2) years from 1/1/2025, through 12/31/2027. However, Shelby County may, in their opinion and in agreement with the successful bidder, renew the contract for up to two (2) additional one-year periods, in twelve (12) month increments. The County may additionally extend for additional periods by mutual agreement of the County and Vendor. Shelby County will notify the Vendor 90 days prior to the expiration of the contract with its intent to extend the contract.

Shelby County Detention Center presently operates a facility at the following location: 1000 Bobby Waits Lane, Shelbyville, KY 40065

Contact Person: Sandra Ashcraft, Jailer Current Average Population: 280-300

OBJECTIVES OF RFP

To result in a contract between the successful bidder and Shelby County Detention Center that will meet the following objectives:

- A. To deliver high quality food service that can be audited against established nutritional and health standards.
- B. To operate the food service program using corrections-experienced and professionally trained personnel.
- C. To operate the food service program in a cost-effective manner with full reporting to the Shelby County Detention Center.
- D. To implement a written food service plan with clear objectives, policies, procedures, and annual evaluation of compliance.
- E. To maintain an open collaborative relationship with the administration and staff of the Shelby County Detention Center.
- F. To maintain standards established by the Shelby County Detention Center, as well as state and local food service standards.
- G. To offer a comprehensive program for continuing staff and inmate training.
- H. To operate the food service program in a humane manner with respect to the inmates' rights to basic health and nutritional standards.

PROPOSAL PROCESS

The following is a schedule of events concerning the bid process:

Distribution of the RFP: November 7, 2024

RFP Due Date/Public Opening: Bid due November 21, 2024

Bid Opening: November 21, 2024 at 10:00AM Notification of Award: November 25, 2024

Commence Services: 1/1/2025

PROPOSAL SUBMISSION

One (1) complete original and three (3) exact duplicate copies of the proposal must be received by Jailer Ashcraft prior to 10:00AM on November 21, 2024. All copies of the proposals must be under sealed cover and plainly marked. Proposals should be delivered or mailed to:

Sandra Ashcraft, Shelby County Jailer 1000 Bobby Waits Lane Shelbyville, KY 40065

Proposals received after 10:00AM on November 21, 2024 will not be considered.

Questions regarding RFP specifications must be emailed to the following individual only. Communication by phone or other means will be grounds for disqualification:

Name: Sandra Ashcraft, Shelby County Jailer Email: sandra.ashcraft@shelbycoky.com

QUALIFICATIONS OF BIDDER

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

- A. The vendor must be organized for the purpose of providing institutional and/or volume food service, and must have five (5) years previous correctional feeding experience with proven effectiveness in administering large scale corrections food service programs, one of which must be in the State of Kentucky.
- B. The vendor must have a proven ability for a contract start-up by 1/1/2025.
- C. The vendor must have qualified and trained staff with sufficient back-up personnel to successfully complete the contract requirements. Personnel must include a full-time, corrections-experienced Registered Dietitian available for menu development. Resume must be included in response.
- D. The vendor must have the central office capability to supervise and monitor the program ensuring satisfactory provision of services. In addition, the vendor must have an alternate emergency preparation site in the area or provide details as to the plan should the kitchen become unusable.
- E. The vendor shall submit a list of five (5) references, including name of institution, address, and contact person, email, phone number and term.

All out-of-state bidders must provide proof of proper certification of authority, and any required registration, to transact business in this State, to perform work for the Shelby County Detention Center.

SELECTION CRITERIA – CRITERIA FOR EVALUATION

Mandatory requirements include:

- A. Compliance with RFP instructions.
- B. Compliance with general requirements for all contracts by governing bodies overseeing the facility. The vendor will be selected based on the bidder's written proposal. The selection committee will review all proposals and make their recommendations for selection. The primary criteria used in selecting will be as follows:
 - The vendor's demonstration experience and expertise in correctional facilities. Experience shall include current service in correctional facilities of similar size and volume, as well as experience of staff, district manager, dietitian, transition team, and local and regional support network.
 - Past history and references. Vendors shall include a listing of references with their proposals, indication facility locations, name, and telephone number of facility contact person. This list should contain at least five (5) current references, preferably of a size and service complexity comparable to Shelby County.
 - 3. The vendor's financial stability.
 - 4. Vendor's developments of an operating plan for food service that best meets the stated objectives and needs of Shelby County. Includes quality assurance plan and proposed staffing and personnel plan.
 - 5. Services and menu quality offered for price proposed. Includes nutritional quality, menu acceptability and stated menu standards.
 - 6. The price per meal proposed.

METHOD OF AWARD

The award will be made to the vendor whose proposal is determined to be professionally and technically complete. The selection process may, however, include a request for additional information or an oral presentation to support the written proposal; the price proposal will be considered firm and cannot be altered after receipt per the terms of this proposal, unless the Shelby County Detention Center requests an additional financial proposal via a best and final offer. This does not imply a best and final offer opportunity will be available to the bidders.

The Shelby County Detention Center reserves the right to award this contract not necessarily to the vendor with the lowest price, but to the bidder that demonstrates the best ability to fulfill the requirements of the RFP. The successful vendor will be chosen based on the qualifications and selection criteria discussed in this proposal.

The successful vendor shall commence work only after the transmittal of a fully executed contract and after receiving written notification to proceed from the Shelby County Detention Center. The successful bidder will perform all services indicated in the proposal in compliance with the negotiated contract.

The Shelby County Detention Center reserves the right to reject any or all proposals for any reason, in whole or in part, received in response to this RFP. Shelby County will not pay for any information requested, nor is it liable for any costs incurred by the proposer.

Vendors whose proposals do not meet the mandatory requirements will be considered non-compliant. After the evaluation of proposals and selection of the successful vendor, all vendors will be notified via phone call and/or email of the selected firm.

PROPOSAL PACKAGE

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

A. Transmittal Letter

This letter is to be a brief letter, addressed to the Shelby County Jailer, which provides the following information:

- Name and address of the vendor
- Name, title, and telephone number of the contact person for the vendor
- A statement that the proposal is in response to this RFP
- The signature typed name and title of the individual who is authorized to commit the vendor to the proposal.

B. Technical Proposal

This portion of the proposal must address each item listed below:

Introduction

- 1. Company Profile
 - Date organized to provide food service management in institutional and correctional facilities.
 - Corporate background and depth of support, including description of parent company, if any
 - Number of employees
 Number of years doing business
- 2. Describe current contracts or business with other correctional food service facilities.
 - Client
 - Date of original contract
 - Type/size
- 3. Company achievements in providing correctional food service management.
- 4. Corporate and regional office organizational structure.
- 5. References with addresses, term, email and phone contacts.

C. Operational Standards

All proposals must clearly define:

- 1. Procedures for meal delivery to the inmates.
- 2. Quality and inventory control methods and standards, including HACCP plan.
- 3. Specific 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.
- 4. Procedures for dealing with inmate complaints about food and minimizing the potential for inmate litigation.
- 5. Any additional equipment necessary for efficient food service operation.
- 6. Procedures for weekly billing and weekly inventory of food and supplies. Supply sample invoice
- 7. Operational procedures for handling food service should on-site kitchen facilities be rendered unusable through fire, etc.
- 8. Policies and Procedures The proposal shall indicate the method the vendor will follow in establishing and revising food service policies and procedures.

- 9. The Vendor should instruct their employees that all rules and regulations, policies and procedures established by Shelby County Detention Center shall be adhered to.
- 10. Personnel The proposal shall provide a list of benefits provided to all employees, including insurance coverage, vacation plan and other related benefits. If no hourly benefits are provided, the vendor must clearly address their plan for employee recruitment and retention, including hourly wage rates.

D. Cost Summary

The cost meal prepared shall be indicated on the bid summary sheet (Attachment A).

SCOPE OF WORK

Description

The average of current population has been approximately 280-290 adult male and female inmates, including an average of 20 sack meals to inmates in court or work crews.

- 1. Food is received, stored, prepared and served at our facility located at 1000 Bobby Waits Lane, Shelbyville, KY 40065.
- 2. Inmate workers supervised by Correctional Officers deliver meals to each cell. Meals are served on re-usable trays.
- 3. Vendor employees supervise inmates in the tray make-up.
- 4. Isolation areas are served in Styrofoam plates and cups. Isolation meals an average of 20 per day.
- 5. The current meal service schedule is as follows:

Breakfast:	<u>6:00am</u>	
Lunch:	<u>11:30am</u>	
Dinner:	5:00pm	

VENDOR SERVICE REQUIREMENTS

Vendors will be expected to provide the following services as part of the food service program:

A. Food and Supplies

- Purchase and safely manage all consumable supplies and food products that are required for food service operation. These supplies and food products shall remain the property of the contractor. The vendor shall provide kitchen cleaning supplies for the kitchen area including dish-room and restrooms.
- 2. Meals will only be prepared by properly supervised vendor inmate training program inmates, not by regular inmate kitchen workers. The vendor should provide its suggested program and costs.
- 3. Be 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 Shelby County Detention Center will be responsible for removal of trash and garbage.
- 4. Vendor to provide ample staffing to accomplish preparing, serving, and cleaning of kitchen between meals. Include a staffing schedule with anticipated wages of employees.
- 5. The Vendor should provide regular routine cleaning of the kitchen to include all equipment and fixtures. The equipment and fixtures shall be maintained in a clean, sanitary condition

- as specified by the Health Department, Department of Corrections, and other applicable federal and state laws.
- 6. Inspections of kitchen facilities by County and State health agencies must achieve satisfactory ratings.

B. Licenses, Fees, Taxes

1. Secure and pay all federal, state, and local licenses, permits, and fees required for the operation of the food services provided hereunder.

C. Billing process/Record keeping

- 1. Vendor shall submit to the Shelby County Detention Center on the first day of each week, covering the preceding week, an invoice for meals served. The price per meal charged to the Shelby County Detention Center shall be described in the proposal and shall be guaranteed for meals for the length of the first year of the agreement.
- 2. Method of Payment: Upon completion of work in a manner satisfactory to the County, and upon receipt by the County of a properly documented invoice, payment to the Contractor will be made within thirty (30) days from receipt of the invoice.
- 3. Access and Records The vendor shall keep full and accurate records of sales and meal count records in connection with the food services. A copy of said record shall be supplied to the Jailer and the Executive Administrative Assistant monthly on the first working day of the subsequent month. In addition, all such records shall be available for auditing by the Shelby County Jailer at any time during regular working hours.

D. Return facility in good working order

1. The Vendor shall return to the Shelby County Detention Center at the expiration of this contract the food service premises and all equipment furnished by the Shelby County Detention Center 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 and providing that all damages and losses are reported to the Shelby County Jailer for all items covered by this paragraph. The Shelby County Detention Center will pay for needed repairs caused by normal wear and tear.

E. Additional food service requirements

1. The vendor agrees to provide any additional food services as mutually agreed upon at prices mutually agreed upon.

F. Uniforms for Vendor staff

- 1. Vendor shall provide professional, neat uniforms that distinguish the vendors' paid staff from the inmates and correctional officers. Provide Vendor policy in proposal.
- G. Daily processing of food service complaints from inmates must be processed at least daily as follows:
 - 1. Trained food service personnel shall act upon all complaints, identified in proposal.
 - 2. The Food Service Director shall be responsible for resolving inmate requests. The Shelby County Detention Center will handle all food service grievances.

MENU SPECIFICATIONS

- A. All proposals must clearly define:
 - 1. Proposed menus with calorie level for each menu.
 - 2. Item-by-item detailed nutritional analysis (may be an appendix)
 - 3. Registered dietitian certification of both the menu and nutritional analysis

4. All proposals must meet or exceed the existing quality of food service being provided in the facility as detailed in Scope of Work.

B. Menu Cycle

- 1. Each Vendor shall submit a 4-week cycle menu.
- 2. Each week will include 21 meals.
- 3. No proposal will be considered that doesn't provide the menu upon which the cost of service is calculated together with the "as served" portion sizes of each menu item. Sample menus that may not be served after the contract is awarded will not be allowed.

C. Menu Description Requirements

- 1. Menus submitted in the proposal must include clearly defined descriptions of food items.
- 2. All menu items must be listed in "as served" portions which clearly indicated weight or volume measurement (e.g., ½ c. 1/48 cut portion, 3 oz., wt., etc.).
- 3. Entrée items including casseroles must include cooked weight measurements of meat or meat equivalent per portion.
- 4. Appropriate condiments to be served must be included.

D. Balanced Menu Planning Requirements

- The menu shall be planned with Vendors products and recipes (one complete day recipes to be provided with the proposal). A sample meal quality-assurance assessment form shall be submitted.
- 2. A variety of food flavors, textures, temperatures, and appearances shall be used.

E. Avoid Excessive Fat Calories

1. To avoid excessive fat calories, and provide more stomach filling bulk on the menu, portions for margarine, butter, salad dressing, and mayonnaise may be restricted on the menu. A maximum of ½ oz. shall be used as a margarine or salad dressing portion. Sandwich meals shall include appropriate mustard and catsup condiments, not unnecessary margarine.

F. Nutritional Requirements

- 1. Nutritional Analysis—tied to actual recipes and 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 meat, macaroni, and tomatoes and all other meal items shall be separately identified on the computer analysis.

2. Menu and analysis certified by R.D.

a. A registered dietitian shall certify the inmate menu in the proposal with a signed nutritional compliance statement for the age and sex of the population. A copy of the dietitian's CDR registration card shall be submitted with the proposal. A registered dietitian 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 adult males as established by the National Academy of Sciences.

G. Types of Meat Requirements

- 1. Pork and pork derived products are not allowed on any menu in this facility.
- 2. An average of 3 oz. cooked weight meat or meat equivalent. (Cheese, eggs, or peanut butter only) are to be provided daily.
- 3. The use of granular soy as a meat replacement or enhancement is not allowed.

H. Sack Meals

- 1. For approximately 10 inmates seven days per week sack meals for various activities are to be provided. These meals are in place of regular inmate meals.
- 2. All sack meals are to consist of:
 - c. Two sandwiches made with: four slices of bread and 3 oz. meat and/or cheese.
 - d. 2 packs condiments
 - e. Chips or dessert item
 - f. Bulk beverage
- 3. Sack meals are to be billed at regular inmate rates.

I. Medical and Religious Diets

- 1. The vendor shall provide religious and medical diets conforming to special religious or physician-order specifications.
- 2. Religious Diets: All requests by inmates for meals that conform to an inmate's religious beliefs shall be made in writing to the Shelby County Detention Center facility designee. The Shelby County facility designee shall deny or approve. All approved requests shall be forwarded to the Vendor for implementation. Religious meals should be simple and conform as closely as possible to the food served to other inmates. Religious meal requests and/or the times they are served may increase for/or during a specific religious holiday period. Religious meals include Muslim, Halal, or other religious affiliations approved by the Shelby County Detention Center.
- 3. Policies and Documentation Requirements
 - a. The vendor will submit with their proposal a sample of their corrections diet handbook.

J. Holiday Meals

- 1. The vendor shall include in the proposal their practice for serving special meals (spirit lifters) on holidays.
- 2. Proposed menus and holidays shall be identified. A minimum of five (5) spirit lifter meals shall be provided annually, including Easter, Thanksgiving, Christmas, and New Year holiday periods and one (1) meal to be scheduled at the discretion of the facility administration.
- 3. All such meals will be provided at contract rates.

K. Documentation of meals served.

- 1. Served Menu records Substitution policy.
- 2. Documentation of all meals served including substitutions shall be maintained. A plan for assuring nutritional compliance with substitutions shall be provided in the proposal. All meal substitutions must be approved 48 hours in advance.
- 3. The vendor shall outline procedures used to ensure all meals will be served at appropriate temperatures and in a manner that makes them palatable, neat, and visibly pleasing.
- 4. Standardized recipes
- 5. Standardized recipes with portion yield data for all items shall be available and utilized.

L. Emergency Plan

- The vendor shall submit an emergency plan for providing food service including menus in the event of an emergency at the Shelby County Detention Center facility or in Shelby County.
- 2. The Shelby County Detention Center will require vendor to keep a minimum of three (3) days' supply of food and disposable service ware in their inventory at the facility at all times so that vendor will be able to immediately respond to any emergency situation.

STAFF REQUIREMENTS

- A. Staffing plan to provide adequate resources to meet objectives.
 - 1. Assign a minimum of two employees per shift to oversee and supervise all aspects of the food service operation.
 - 2. Inmates will be provided, as the vendor requires, subject to the approval of the Class D Coordinator, Jailer, or their designee.
 - The vendor will provide an organizational chart and job descriptions for all professional and inmate staff with their proposal including number of inmates required per shift. Inmate personnel shall be used for the preparation of food, delivery of meals, and general sanitation and cleaning.
 - 4. The vendor agrees to train and supervise inmate personnel, subject to the overall control of the Shelby County Detention Center.
 - 5. The vendor is responsible for all wages, salary benefits, and overtime payments to its staff.

B. Credentials of Vendor staff

- 1. The vendor shall submit the resume of the District Manager as a part of its proposal.
- 2. The vendor will include a description of the qualifications of the Food Service Director they plan to place in the facility.

C. Employee related processes

- Health exams Vendor will agree that its employees assigned to duty at the detention center shall submit to periodic health examinations at least as frequently and as stringently as required by law and agrees to submit satisfactory evidence of compliance with all health regulations to the County, upon request.
- 2. Clearance requirements All employees of the contracting firm who will work in the jail must be cleared by the Shelby County Detention Center. All employees must comply with the Shelby County written policy and procedures relating to facility security.

D. Supervision and training of inmates

- 1. If the proposal is to use inmates, the vendor shall provide training in food service delivery and management. The proposal shall outline what this training will entail as part of the vendor's overall vocational training program.
- 2. Inmates are not permitted to supervise other inmates. All proposals must clearly detail the proposed use of inmates as part of the Vendor's food service proposal. Included in this section shall be a detailed explanation of method of supervision and job descriptions.
- 3. Provide evidence of inmate job training and/or certification through kitchen assignment for potential job placement after release.

CONTRACT REVIEW

The Shelby County Detention Center and the Food Service Provider shall, within 30 days of execution of an agreement, set dates through the scheduled contract termination date for quarterly review meetings between the Class D Coordinator, Jailer, or their designee, and the Food Service Provider personnel for evaluation of services being provided.

TERMINATION OF CONTRACT

Termination for Cause: The Shelby County Detention Center may terminate the contract at any time that the Contractor fails to carry out its provisions or to make substantial progress under the terms specified in the contract.

The Shelby County Detention Center shall provide the Vendor with sixty (60) days written notice of
conditions endangering performance. If after sixty (60) days (cure period) written notice the Contractor
fails to remedy the condition contained in the notice, the Shelby County Detention Center shall issue
an order to stop work immediately.

The Shelby County Detention Center shall be obligated to reimburse the Vendor only for those services rendered prior to the date of notice of termination.

Unilateral Right to Terminate: Either party upon receipt of not less than ninety (90) days written notice, may terminate the contract on an agreed date prior to the end of the contract period without penalty to either party.

Lack of Funds: Notwithstanding any other provisions of the contract, if the funds anticipated for the continued fulfillment of this contract are at any time not forthcoming, through the failure of the County to appropriate funds, discontinuance or material alteration of the program under which funds were provided, the Shelby County Detention Center shall have the right to terminate the contract without penalty by giving not less than ninety (90) days written notice documenting the lack of funding.

INSURANCE

Vendor shall provide types of insurance and limits and provisions as contained herein:

Worker's Compensation: As required by law.

Employer's Liability:

Comprehensive General Liability: including personal injury and administrative type claims as covered in the Provider's policy. Shelby County Detention Center named as additional Insured only to the extent of Provider's insurance coverage.

Comprehensive and General Liability: Limits to be re-instituted annually for both.

RESPONSIBILITY OF THE SHELBY COUNTY DETENTION CENTER

The Shelby County Detention Center shall be responsible for and provide:

- Accurate and timely orders for the number of meals to be served to inmates within two (2) hours of the time for meals to be served.
- Provide adequate ingress and egress to all production areas.
- Adequate heat, lights, ventilation, and all other utilities. The Shelby County Detention Center shall
 provide local communication services at no charge. This telephone shall be used only for local service,
 business-related calls. Internet service is the responsibility of the Vendor.
- Extermination services and removal of trash and garbage from loading dock areas.
- General maintenance to the building structure including, but not limited to, the maintenance of gas, water, sewer, ventilation, lighting, air conditioning, refrigeration, duct work, floor coverings, and wall and ceiling surfaces. The Shelby County Detention Center maintenance does not include day-to-day cleaning operations in the kitchen area; however, will include exhaust hoods past the filters as well as grease trap cleaning.
- Adequate preparation, storage, and holding equipment, including small wares replacements which includes the purchase and replacement of inmate trays, and maintenance for same.
- Adequate number of inmates for kitchen duties.
- Security, control, and limitation of inmate movement in, to, and from the food service area, including physical security of employees, suppliers, and other authorized visitors.
- Maintain kitchen appliances and equipment in proper working order on an ongoing basis and is responsible for the replacement of equipment.

ATTACHMENT A

SHELBY COUNTY DETENTION CENTER INMATE MEALS COST PROPOSAL

The cost meal prepared shall be indicated on the bid summary sheet (Attachment A).

100 – 124	
125 – 149	
150 – 174	
175 – 199	
200 – 224	
225 – 249	
250 – 274	
275 – 299	
Religious Common Fare	
Religious Pre-packaged	

Future Pricing

Pricing adjustments shall be made on an annual basis and shall be agreed upon by the parties at a rate no less than the greater of the most recently released U.S. Department of Labor Consumer Price Index, All Urban Consumers, National Average Unadjusted, Food Away From Home, or the changes in the Market Basket of Products. Up to ninety (90) days prior to the anniversary of the Commencement Date, Vendor shall provide the County notification of the adjustment to the Fee(s). On the anniversary date, Vendor proposed adjustments shall go into effect, unless the Parties have entered into a written agreement with an alternative cost adjustment.

ATTACHMENT B

PROPOSER INFORMATION

In further description of this proposal, we desire to submit sheets marked as follows.

Bidding under the name of:	
Federal Employee Identification Number:	
Corporation, incorporated under the laws of the State of:	
Partnership, consisting of (List of Partners)	
Assumed Name (Register No)	
Individual	
AUTHORIZED SIGNATURE	
Print or Type:	
Title:	
Address:	
Date:	
Phone:	
When payment on such order or contract is to be directed to the same company at an address different from above, fill in the following address:	