1. Introduction
   a. Codington County (hereafter “the County”) is soliciting sealed proposals from qualified individuals/firms who specialize in inmate food services. The detailed scope of work can be found in Section 2.0.
   b. The County shall have the right to waive any informality, irregularity, or insufficiency in the proposal procedure and in any proposal or proposals received, and to accept the proposal which, in the County’s sole judgment, is in the County’s own best interest. The County shall have the right to accept any proposal, or to accept or reject any item or combination of items, when to do so would be to the advantage of Codington County. Codington County reserves the right to cancel this RFP at any time. Codington County will not be liable for any cost/losses incurred by the proposers throughout this process.
   c. The process for awarding the contract shall be governed by the following schedule:

<table>
<thead>
<tr>
<th>DATE</th>
<th>ACTIVITY</th>
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<tbody>
<tr>
<td>March 17, 2020</td>
<td>Release of RFP</td>
</tr>
<tr>
<td>April 2, 2020, 2:00 PM</td>
<td>Pre-proposal meeting/tour</td>
</tr>
<tr>
<td>April 9, 2020, 4:00 PM</td>
<td>Deadline for questions to County</td>
</tr>
<tr>
<td>April 17, 2020, 4:00 PM</td>
<td>Answers to written questions and addenda posted to website</td>
</tr>
<tr>
<td>April 24, 2020, 12:00 PM</td>
<td>Proposals Due</td>
</tr>
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d. A pre-proposal meeting and tour of the jail will be held at 2:00 PM on April 2, 2020. The location of the meeting/tour will begin in the lobby of the Sheriff’s office behind the County Courthouse, 14 1st Ave SE, Watertown, SD. All questions concerning this RFP may submitted by email or phone, (email is preferred) to the Chief Corrections Officer, Matt Blackwelder (mblackwelder@codington.org, 605-882-6284) no later than April 9, 2020, 4:00 PM.

e. Codington County reserves the right to issue written addenda and amendments to this RFP. Addenda shall be posted to the county website www.codington.org April 17, 2020,
4:00 PM. It is the Proposer’s responsibility to check the website for addenda/amendments before submitting a proposal.

f. Proposals shall be opened April 24, 2020, 1:00 PM in the in the lobby of the Sheriff’s office behind the County Courthouse, 14 1st Ave SE, Watertown, SD

2. Term. The term of the contract shall be for a three-year period commencing as early as June, 2020. The term of the contract shall automatically be renewed at the end of the initial term or any renewal term for successive terms of one-year each unless either party submits written notice of its intention not to renew to the other party at least ninety (90) days prior to the end of the then-existing term, in which event the contract will terminate upon the expiration of the then-existing term.

3. Background. The Codington County Detention Center (the “jail”) had an average daily population of 78.72 in 2017, 67.88 in 2018, and 65.32 in 2019. The population spikes into the 80s from time to time. The jail has a kitchen constructed in 1974 with limited floor space. Most of the food storage space is in the basement level of the jail building.

4. Suggestions and Exception to RFP. The County welcomes innovative suggestions and recommendations from proposers that will ensure a 100% successful service approach. If such suggestions constitute an exception to the scope of work in this RFP, explain this clearly in sufficient detail.

5. Proposal Requirements: Proposals shall include, at minimum, the following information in the order listed:
   a. Company background and Structure. Provide a general history and description of its company including, but not limited to, the number of years in business and number of employees and the office location that will be the point of contact during the term of any resulting contract.
   b. Company Experience. Show previous correctional food service experience with proven effectiveness in administering correctional food service programs similar to the size and population of the Codington County Detention Center.
   c. Qualifications of Staff. Identify and include qualifications of key staff who would be assigned to work at the Codington County Detention Center. Include an Organizational Chart that depicts how the staff would be structured to include inmate labor. Proposers must have qualified and trained staff with sufficient back-up personnel to successfully complete the contract requirements.

6. Proposed Approach. Provide a detailed approach to fulfill the Scope of Work below:
   a. Deliver high quality food service in accordance with industry standards all applicable federal, state, and local guidelines, laws, and regulations and the guidelines prescribed by the American Correctional Association (ACA).
   b. Operate the food service program using correction-experienced and professionally trained personnel.
   c. Operate the food service program in a cost-effective manner.
d. Maintain an open, collaborative relationship with the administration and staff of the Codington County Sheriff’s Office, jail and other county offices.

e. Offer a comprehensive continuing training program for jail staff and inmate labor in food service for the jail.

f. Food Requirements:
   i. Serve three meals per day, seven (7) days per week to the inmate population.
   ii. All menus and special diets must meet the standards for audit holding and detention facilities as established by the American Correctional Association (ACA). A registered dietitian, provided by the contractor, will approve all menus, prior to service. All meals served will be in compliance with the National Academy of Sciences and Food Standards and will provide an average of 2,800 calories per day in addition to all required nutrients.
   iii. A four-week cycle menu is to be submitted in the proposal.
   iv. Warrant that all meals will be served at appropriate temperatures and in a manner that makes them palatable (140° hot, 45° if cold), and visually pleasing complete with condiments (dressing, salt, pepper, ketchup, or mustard where indicated).
   v. Provide religious and medical diets conforming to special religious or physician-ordered specifications. Proposer will submit a sample of its corrections diet handbook or sample of the four-week menu it proposes to serve inmates on restricted diets.
   vi. Provide policies for serving special meals on holidays. Proposed menus for holidays shall be included in the proposal. All such meals will be provided at the standard contract rates. Provide a minimum of three (3) holiday meals annually, including Easter, Thanksgiving, and Christmas holiday periods.
   vii. Process and address inmate and staff complaints regarding food service in coordination with the chief corrections officer or designee.

g. Food Supplies.
   i. Provide all consumable supplies and food products that are required for the food service operation.
   ii. Establish accurate and transparent inventory control methods to be inspected by the County at any time.

h. Safety and security:
   i. Insure safe, sanitary and secure food service management (such as a “dead-man tray” to monitor for possible food poisoning).
   ii. Supervise inmate labor and internal security of products and equipment
   iii. Establish procedures for handling food services should on-site kitchen be rendered unusable. The successful proposer must, within thirty (30) days of the start date, submit their detailed contingency / disaster plan to the County.
iv. Maintain complete control and prevent unsafe use/abuse of all kitchen knives and tools.

v. Contractor’s employees shall not enter jail with contraband, i.e. drugs, drug paraphernalia, tobacco products smokeless or otherwise established in jail policy.

i. Kitchen Facility & Equipment
   i. The county shall retain ownership of current county-owned equipment. The equipment will remain at the kitchen to be used by Contractor.
   ii. List additional necessary or recommended equipment (e.g. trays, utensils) for the county to acquire for cost-effective food service operation.
   iii. List equipment that will be provided by contractor.
   iv. Identify in the proposal required supplies for cleaning and maintaining kitchen equipment.
   v. The contractor will provide routine/regular service and maintenance for all kitchen equipment.
   vi. The County will pay for needed repairs or replacements of county-owned kitchen equipment.
   vii. The Contractor shall obtain and pay for all federal, state, and local licenses, permits, and fees required for the operation of the food services provided.

j. Staffing
   i. The contractor shall provide an organizational chart and job descriptions for all professional and inmate staff in its proposal.
   ii. Professional Staff
      1. Codington County requires that the food service provider maintain a trained, professional, and competent staff for the kitchen facility.
      2. All employees of the Contractor working in the kitchen must be screened and approved by the Codington County Sheriff’s Office. Contractor’s employees must submit to criminal backgrounds checks and drug screening.
      3. Contractor’s employees must comply with the County's written policy and procedures relating to facility security.
      4. Contractor shall employ the current jail food service employee until employee’s retirement. This employee shall remain on the county payroll, but will perform duties at the direction of contractor. After this employee retires, contractor shall renegotiate the contract the county.
      5. County expects that the contractor will provide 1.5 FTE in addition to the current county food service employee noted above.
      6. All proposals must clearly detail the proposed roles of the food service manager, the contractor’s staff and inmates in the food service operation.
      7. Proposal shall detail the method of supervision employed, performance review processes, and include job descriptions.
      8. As a part of the proposal, the proposer shall submit the resume of the administrator or executive to whom the highest-ranking, on-site manager
reports. This executive shall be the County’s contact person for operational issues, questions and contractual notifications.

iii. **Inmate Labor**

1. If available, inmates will be provided by the jail, as required by the contractor.
2. The inmates shall be selected using the classification process of the jail.
3. The Proposer shall specify the number of inmates required per shift at the following jail inmate populations.
   - 35 to 44 Inmates
   - 45 to 54 Inmates
   - 55 to 64 Inmates
   - 65 to 74 Inmates
   - 75 to 84 Inmates
   - 85 to 94 Inmates
   - 95 to 104 Inmates
   - 105 to 114 Inmates
4. The contractor agrees that the kitchen will remain operational in the event of a mass lock-down of inmates (i.e. inmate labor isn’t available).
5. Inmates shall be used for the preparation of food, delivery of meals, and general sanitation and cleaning of the kitchen.
6. Inmates are not permitted to supervise other inmates.
7. The Contractor agrees to train and supervise inmates only for food service tasks. Contractor training and supervision of inmates shall be subject to the overall control of the County. The proposal shall include the inmate-training program as part of the Contractor’s overall training program.

iv. The contractor shall provide training in food service delivery and management to both jail staff and inmates assigned to the kitchen. The proposal shall detail a training plan for these tasks as part of the Contractor’s overall training program for all kitchen personnel.

k. **Transition of Operations**

i. Proposal shall include a detailed plan for transition from the current system, if awarded the contract.

ii. Proposers must be able for a contract startup by June 1, 2020.

iii. The County and the Contractor shall, within thirty (30) days of executing an agreement, set dates for quarterly review meetings between the Sheriff’s Office and the Contractor for the evaluation of the service.

iv. The Sheriff’s Office and the successful proposer shall, within thirty (30) days of execution of a contract, formulate a monthly report form, which will establish the basis for the quarterly review sessions.

l. **Cost and billing**

i. Provide two quotes for by-meal pricing for cold breakfast, hot lunch, hot supper AND for hot breakfast, hot lunch, hot supper for the following inmate population levels:
ii. Provide pricing for holiday, religious and medical diets conforming to special religious or physician ordered specifications.

iii. Guarantee pricing for a period of one year unless there is a change in the scope of services. Any price adjustments will require renegotiation.

iv. Establish accurate and transparent procedures recording and reporting meals ordered and served. Explain how this and the above pricing scale would be used to calculate the amount billed to the County.

v. Keep full and accurate records of sales and meal count records in connection with the food services. A copy of such record shall be supplied to the Sheriff’s office designee, on a monthly basis on the first working day of the subsequent month. All such records shall be available for auditing by the County or its agents at any reasonable time during regular working hours.

vi. The submitted cost proposal must include all costs of performing resulting contract.

m. References Submit at least four references. The following information for each reference shall be listed:

   i. Name of institution
   ii. Address
   iii. Contact person with title
   iv. Phone number of Contact Person
   v. Dates of service
   vi. Description of services provided.

n. Disclosures List ALL correctional food service accounts lost in the last three (3) years. Disclose any services terminated and the reason(s) for termination.

o. Financial Stability Provide financial information that would allow proposal evaluators to ascertain the financial stability of the proposer. Provide a recap of the most recent internal financial statement or audit; and a letter, on the financial institution’s letterhead, stating financial stability.

7. The County shall provide:

   a. Accurate and timely orders for the number of meals to be served to inmates within two (2) hours of the time scheduled for meals to be served.
   b. Adequate ingress and egress to all food production and storage areas.
   c. Adequate heat, lights, ventilation, and all other utilities and business telephone service at no charge. The telephone shall be used only for local service and business-related calls. If the successful bidder desires local service for personal use, internet, and other non-
business-related calls or long-distance calls, whether business or personal, then a separate telephone not connected to the county system shall be installed at the Contractor’s expense.

d. Extermination services and removal of trash and garbage from loading dock areas.

e. General maintenance to the building structure. The County's maintenance does not include day-to-day cleaning operations in the kitchen and food storage areas, which shall be provided by the Contractor. The County’s maintenance does not include repair of kitchen equipment.

8. **Proposal Evaluation**
   a. Proposal Evaluation Method. The county will apply the following priority (order of importance) in evaluating proposals:
      i. Project Understanding/Approach
      ii. Cost
      iii. Company/Personnel Experience
      iv. References.
   b. The County reserves the right to seek additional/supplemental information as needed.
   c. The county may contact proposers for further questions and/or interviews.

9. **Conflict of Interest.** If a Proposer has any existing client relationship that involves Codington County, the Proposer must disclose each relationship.

10. The County reserves the right to negotiate modifications and costs with the successful proposer.

11. **Taxes.** Codington County is exempt from sales taxes. However, the contractor shall pay all taxes required as stated by law. Codington County cannot exempt others from tax.

12. **Compliance with Laws.** The contractor will comply with all local, State and Federal laws, rules, ordinances and regulations.

13. **Termination**
   a. Codington County reserves the right to terminate the contract immediately in the event that the contractor discontinues or abandons operations, is adjudged bankrupt or is reorganized under any bankruptcy law or fails to keep in force any required insurance policies or bonds.
   b. Failure of the successful Proposer to comply with any section or part of the contract will be considered grounds for immediate termination of the contract by the County without penalty to Codington County. Codington County shall pay for services rendered up to the point of termination.
   c. Notwithstanding anything to the contrary contained in the contract between the County and the contractor, the County may, without prejudice to any other rights it may have, terminate the contract for convenience and without cause, by giving thirty (30) days written notice to the successful Proposer.
   d. If the termination clause is used by the County, the contractor will be paid by the County for all scheduled work completed satisfactorily by the contractor up to the termination date set forth in the written termination notice.

14. **Non-discrimination.** Codington County does not discriminate on the basis of race, religion, color, sex, national origin, age, or disability.
15. **Insurance.** The contractor shall obtain and maintain the following minimum limits of insurance continuously during the term of this Agreement:

a. Workers’ compensation insurance covering the Provider as an independent contractor and any employees who the Provider employs under this Agreement;

b. Comprehensive general liability insurance with limits of coverage in the amount of at least One Million Five Hundred Thousand Dollars ($1,500,000.00) per occurrence and Three Million Dollars ($3,000,000.00) aggregate, to include bodily injury, property damage, personal injury, and contractual damages. Include the County as an additional covered party.

c. Business Auto Liability with a single limit or combined limit or excess umbrella automobile liability insurance policy for all vehicles used regularly in the provision of services under this Agreement for an amount of not less than $500,000.00 per accident for property damage, $500,000.00 for bodily injury and/or damage to any one person, and $1,500,000.00 for total bodily injuries and/or damage arising out of a single occurrence.

d. The contractor further agrees to protect, defend, indemnify, and hold harmless Codington County, its commissioners, officers, agents, and employees from and against any and all liability incurred whatsoever as a result of the work performed pursuant to the terms of this proposal.

e. The contractor shall notify the County in writing sixty (60) days prior to change in insurance or cancellation date. The failure of the contractor to deliver a new certificate shall result in suspension of all payments until the new certificate is furnished. Additionally, contract work may be suspended until the new certificate is furnished to the County.

f. Insurance coverage required in these specifications shall be in force throughout the contract term. Should the contractor fail to provide acceptable evidence of current insurance within five (5) days of written notice at any time during the contract term, the County shall have the absolute right to terminate the contract without any further obligation to the contractor. Furthermore, the contractor shall be responsible for the cost of procuring the uncompleted portion of the contract at the time of termination.

g. Contractual and other liability insurance provided under the contract shall not contain a supervision, inspection, or engineering services exclusion that would preclude the County from supervising and/or inspecting the project as to the end result. The contractor shall assume all on the job responsibilities as to the control of persons under its direct employment and of the sub-contractors and any persons employed by the sub-contractors.

h. The contractor and all sub-contractors shall comply with the Occupational Safety and Health Act of 1970 and amendments as it may apply to this contract.

16. **Indemnity.** To the fullest extent permitted by law, the contractor will indemnify, defend, and hold Codington County harmless from and against any and all claims, damages, losses, and expenses, including but not limited to, fees and charges of attorneys and court and arbitration costs, arising out of or resulting from negligent acts, negligent omissions, willful misconduct, or reckless misconduct of the Proposer or anyone for whom the contractor is responsible.