



# CASCADE COUNTY REQUEST FOR PROPOSAL (RFP)

RFP Number:  
CCDC-12-2

RFP Title:  
Food Service Providers for Regional Adult Detention Center

RFP Response Due Date and Time:  
August 17, 2012 at 5:00 p.m., Mountain Time

Number of Pages: 34

Issue Date:  
July 23, 2012

## ISSUING DEPARTMENT INFORMATION

Coordinator for Procurement:  
Lt. Roger Handa  
Assistant Jail Administrator

Cascade County Sheriff's Office  
Jail Administration  
Phone: (406) 454-6827  
Fax: (406) 454-6943  
Cell: (406) 788-7062

Email: rhanda@cascadecountymt.gov

## INSTRUCTIONS TO OFFERORS

Return Sealed Proposal to:

**PHYSICAL ADDRESS:**

Board of Cascade County  
Commissioners  
Courthouse Annex Rm. 111  
Great Falls, MT 59401

**MAILING ADDRESS:**

Board of Cascade County  
Commissioners  
325 2<sup>nd</sup> Avenue North Rm. 111  
Great Falls, MT 59401

Mark Face of  
Envelope/Package with:

RFP Number: CCDC-12-2  
RFP Response Due Date:  
August 17, 2012

Special Instructions:

Note Mandatory On-Site Tour in Section 1.5

## OFFERORS MUST COMPLETE THE FOLLOWING

Offeror Name/Address:

\_\_\_\_\_  
(Name/Title)

\_\_\_\_\_  
(Signature)

Print name and title and sign in ink. By submitting a response to this RFP, offeror acknowledges it understands and will comply with the RFP specifications and requirements.

Type of Entity (e.g., corporation, LLC, etc.)

Offeror Phone Number:

Offeror E-mail Address:

Offeror FAX Number:

**OFFERORS MUST RETURN THIS COVER SHEET WITH RFP RESPONSE**

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## INSTRUCTIONS TO OFFERORS

**It is the responsibility of each offeror to:**

**Follow the format required in the RFP** when preparing your response. Provide responses in a clear and concise manner.

**Provide complete answers/descriptions.** Read and answer **all** questions and requirements. Don't assume the County or evaluator/evaluation committee will know what your company capabilities are or what items/services you can provide, even if you have previously contracted with the County. Proposals are evaluated based **solely** on the information and materials provided in your written response.

**Use any forms provided**, e.g., cover page, cost proposal form, etc.

**Submit your response on time.** Note all the dates and times listed in the Schedule of Events and within the document. Late proposals are **never** accepted.

**The following items MUST be included in the response.  
Failure to include ANY of these items may result in a nonresponsive determination.**

- Signed Cover Sheet**
- Signed Addenda (if appropriate) in accordance with Section 1.4.3**
- Address all mandatory requirements in accordance with Section 1.6.3**
- In addition to a detailed response to all requirements within Sections 3, 4, and 5, offeror must acknowledge that it has read, understands, and will comply with each section/subsection listed below by initialing the line to the left of each. If offeror cannot meet a particular requirement, provide a detailed explanation next to that requirement.**

- \_\_\_\_\_ Section 1, Introduction and Instructions
- \_\_\_\_\_ Section 2, RFP Standard Information
- \_\_\_\_\_ Section 3.1, Background
- \_\_\_\_\_ Section 3.2, Description of Service
- \_\_\_\_\_ Section 3.3, On-Site Requirements
- \_\_\_\_\_ Section 4.1, County's Right to Investigate and Reject
- \_\_\_\_\_ Section 6, Evaluation Process
- \_\_\_\_\_ Appendix A, Standard Terms and Conditions
- \_\_\_\_\_ Appendix B, Contract

## SCHEDULE OF EVENTS

<u>EVENT</u>	<u>DATE</u>
RFP Issue Date .....	July 23, 2012
Mandatory On-Site Tour .....	August 8, 2012
Deadline for Receipt of Written Questions .....	August 10, 2012
RFP Response Due Date .....	August 17, 2012
Notification of Oral Presentations/ Demonstrations .....	August 24, 2012*
Oral Presentations/ Demonstrations .....	TBD
Intended Date for Contract Award .....	September 3, 2012*
Intended Startup Date .....	TBD

**\*SUBJECT TO CHANGE AS NEEDED IN COUNTY'S SOLE DISCRETION.**

## SECTION 1: INTRODUCTION AND INSTRUCTIONS

### 1.1 INTRODUCTION

The Cascade County Sheriff/Coroner's Office (Cascade County or the County), is seeking a contractor to provide food service for the Cascade County Regional Adult Detention Center. A more complete description of the scope of services to be provided is found in Section 3.

### 1.2 CONTRACT PERIOD

The contract term is from contract execution and ending sixty (60) months after that. (Section 18-4-313, MCA).

Upon mutual agreement both parties may enter into a renewal contract upon expiration of the sixty month contact period.

### 1.3 SINGLE POINT OF CONTACT

From the date this Request for Proposal (RFP) is issued until an offeror is selected and announced by the Board of Cascade County Commissioners, **offerors shall not communicate with any county staff regarding this procurement, except at the written direction of Lt. Roger Handa** the person in charge of coordinating this solicitation. Any unauthorized contact may disqualify the offeror from further consideration. Contact information for the single point of contact is:

Procurement Coordinator: **Lt. Roger Handa**  
**3800 Ulm North Frontage Road**  
**Great Falls, MT 59403**  
Telephone Number: **406-454-6827**  
Fax Number: **406-454-6943**  
E-mail Address: **rhanda@cascadecountymt.gov**

### 1.4 REQUIRED REVIEW

**1.4.1 Review RFP.** Offerors shall carefully review the entire RFP. Offerors shall promptly notify the procurement coordinator identified above via e-mail or in writing of any ambiguity, inconsistency, unduly restrictive specifications, or error which they discover. In this notice, the offeror shall include any terms or requirements within the RFP that preclude the offeror from responding or add unnecessary cost. Offerors shall provide an explanation with suggested modifications. The notice must be received by the deadline for receipt of inquiries set forth below. The County will determine any changes to the RFP.

**1.4.2 Form of Questions.** Offerors having questions or requiring clarification or interpretation of any section within this RFP must address these issues via e-mail or in writing to the procurement coordinator listed above on or before **5 pm, August 10, 2012**. Clear reference to the section, page, and item in question must be included in the form. Questions received after the deadline may not be considered.

**1.4.3 County's Response.** The County will provide a written response on or before **5 pm, August 15, 2012** to all questions received by **5 pm, August 10, 2012**. The County's response will be by written addendum and will be provided to Offerors at their email contact information as registered with the County when Offeror obtained the RFP package by the close of business on the date listed. Any other form of interpretation, correction, or change to this RFP will not be binding upon The County. **Offerors shall sign and return with their RFP response an Acknowledgment of Addendum for any addendum issued.**

## **1.5 MANDATORY ON-SITE TOUR**

**1.5.1 On-Site Tour.** A mandatory on-site tour will be conducted at the Cascade County Regional Adult Detention Center, 3800 Ulm North Frontage Road, Great Falls, MT, on **August 8, 2012 at 1:00 p.m.**

Offerors are encouraged to use this opportunity to ask clarifying questions, obtain a better understanding of the project, or to notify The County of any ambiguities, inconsistencies, or errors discovered upon examination of this RFP.

All responses to questions asked at the on-site tour will be oral and in no way binding on the County.

Offerors interested in this tour must contact the Procurement Coordinator listed in Section 1.3 by email no later than the end of business (5:00 p.m., Mountain Time) on **August 6, 2012** to provide the names, birth dates, and social security numbers/state issued Identification card (i.e. driver's license) of all individuals who will be attending the on-site tour. Security background checks will be performed on these individuals. Cascade County reserves the right to refuse entrance to any individual for just cause. Offerors that **fail** the background check and that won't be able to participate in the mandatory on-site tour, will be notified no later than end of business (5:00 p.m. Mountain Time), **August 7, 2012**. Proposals will not be considered from Offerors that do not attend the tour. Offerors will meet at the Cascade County Regional Adult Detention Center main entrance on **August 8, 2012**.

**All Detention Facility Entrance Requirements listed in Section 1.9 apply to this on-site tour, as well as additional current policies, procedures, and directives of Cascade County and those of the Cascade County Regional Adult Detention Center.**

Offerors should also note these requirements will be applicable to all individuals working on behalf of the successful offeror.

## **1.6 GENERAL REQUIREMENTS**

**1.6.1 Acceptance of Standard Terms and Conditions/Contract.** *By submitting a response to this RFP, offeror accepts the standard terms and conditions and contract set out in Appendices A and B, respectively.* Much of the language included in the standard terms and conditions and contract reflects requirements of Montana law.

Offerors requesting additions or exceptions to the standard terms and conditions or contract terms shall submit them to the procurement coordinator listed above by the date in Section 1.3. A request must be accompanied by an explanation why the exception is being sought and what specific effect it will have on the offeror's ability to respond to the RFP or perform the contract. The County reserves the right to address nonmaterial requests for exceptions to the standard terms and conditions and contract language during contract negotiation.

The County shall identify any revisions to the standard terms and conditions and contract language in a written addendum issued for this RFP. The addendum will apply to all offerors submitting a response to this RFP. The County, in its sole discretion, will determine any changes to the standard terms and conditions and/or contract.

**1.6.2 Resulting Contract.** This RFP and any addenda, the offeror's RFP response, including any amendments, a best and final offer (if any), and any clarification question responses shall be incorporated by reference in any resulting contract.

**1.6.3 Mandatory Requirements.** To be eligible for consideration, an offeror **must** meet all mandatory requirements as listed in Section 3. The County will determine whether an offeror's proposal complies with the requirements. Proposals that fail to meet any mandatory requirements listed in this RFP will be deemed nonresponsive.

**1.6.4 Understanding of Specifications and Requirements.** By submitting a response to this RFP, offeror acknowledges it understands and will comply with the RFP specifications and requirements.

**1.6.5 Prime Contractor/Subcontractors.** The highest scoring offeror will be the prime contractor if a contract is awarded and shall be responsible, in total, for all work by any subcontractors. All subcontractors, if any, must be listed in the proposal. The County reserves the right to approve all subcontractors. The Contractor shall be responsible to the County for the acts and omissions of all subcontractors or agents and of persons directly or indirectly employed by such subcontractors, and for the acts and omissions of persons employed directly by the Contractor. Further, nothing contained within this document or any contract documents created as a result of any contract awards derived from the RFP shall create any contractual relationships between any subcontractor and the County.

**1.6.6 Offeror's Signature.** Offeror's proposal must be signed in ink by an individual authorized to legally bind the offeror. The offeror's signature guarantees that the offer has been established without collusion. Offeror shall provide proof of authority of the person signing the RFP upon the County's request.

**1.6.7 Offer in Effect for 120 Calendar Days.** Offeror agrees that it may not modify, withdraw, or cancel its proposal for a 120-day period following the RFP due date, or receipt of best and final offer, if required.

## **1.7 SUBMITTING A PROPOSAL**

**1.7.1 Organization of Proposal.** Offerors must organize their proposal into sections that follow the format of this RFP. Proposals should be bound, and must include tabbed dividers separating each section. Proposal pages must be consecutively numbered.

**All subsections not listed in the "Instructions to Offerors" on page 3 require a response. Restate the section/subsection number and the text immediately prior to your written response.**

Unless specifically requested in the RFP, an offeror making the comment "Refer to our literature..." or "Please see www.....com" may be deemed nonresponsive or receive point deductions. If making reference to materials located in another section of the proposal, specific page numbers and sections must be noted. **The Evaluator/Evaluation Committee is not required to search through the proposal or literature to find a response.**

**1.7.2 Failure to Comply with Instructions.** Offerors failing to comply with these instructions may be subject to point deductions. Further, the County may deem a proposal nonresponsive or disqualify it from further consideration if it does not follow the response format, is difficult to read or understand, or is missing requested information.

**1.7.3 Multiple Proposals.** Offerors may, at their option, submit multiple proposals. Each proposal shall be evaluated separately.

**1.7.4 Price Sheets.** Offerors **must** respond to this RFP by utilizing the RFP Price Sheet found in Section 5. The price sheet serves as the primary representation of each offeror's cost/price, and will be used extensively during proposal evaluations. Additional information should be included as necessary to explain in detail the offeror's cost/price.

**1.7.5 Copies Required and Deadline for Receipt of Proposals.** Offerors must submit **one original proposal and six copies** to the Cascade County Commission Chambers. If any confidential materials are included in accordance with the requirements of Section 2.3.2, they must be submitted separately.

**EACH PROPOSAL MUST BE SEALED AND LABELED ON THE OUTSIDE OF THE PACKAGE** clearly indicating it is in response to RFP CCDC-12-2. ***Proposals must be received at the reception desk of the Cascade County Commission Chambers prior to 5:00 p.m., Mountain Time, August 17, 2012. Offeror is solely responsible for assuring delivery to the reception desk by the designated time.***

**1.7.6 Facsimile Responses.** A facsimile response to an RFP will ONLY be accepted on an exception basis with prior approval of the procurement coordinator and only if it is received in its entirety by the specified deadline. Responses to RFPs received after the deadline will not be considered.

**1.7.7 Late Proposals.** ***Regardless of cause, the County shall not accept late proposals. Such proposals will automatically be disqualified from consideration.*** Offeror may request the County return the proposal at offeror's expense or the County will dispose of the proposal if requested by the offeror. (See Administrative Rules of Montana (ARM) 2.5.509.)

## **1.8 COSTS/OWNERSHIP OF MATERIALS**

**1.8.1 County Not Responsible for Preparation Costs.** The costs for developing and delivering responses to the RFP and any subsequent presentations of the proposal as requested by Cascade County are entirely the responsibility of the offeror. The County is not liable for any expense incurred by the offeror in the preparation and presentation of their proposal or any other costs incurred by the offeror prior to contract execution.

**1.8.2 Ownership of Timely Submitted Materials.** The County shall own all materials submitted in response to this RFP.

## **1.9 DETENTION FACILITY ENTRANCE REQUIREMENTS**

**1.9.1 Background Checks.** Any individual who will be entering the Cascade County Regional Adult Detention Center (the Detention Center) must be approved by security personnel. Full name, birth date, and social security number/state issued Identification card (i.e. driver's license) must be submitted, in advance, on all individuals who request entry into secured facilities.

**1.9.2 Tobacco Use.** All Cascade County property is tobacco free. All Contractors and subcontractors are required to follow Cascade County and Cascade County Corrections Policies.

**1.9.3 Dress.** Individuals entering the Detention Center will be required to adhere to the applicable facility Dress Code Policy, (i.e., no shorts, no tank-tops). Individuals not meeting the dress code requirements will not be admitted to the Detention Center until such a time that dress can be altered to meet policy requirements.

**1.9.4 Personal Items.** Individuals entering the Detention Center, and all other secured County facilities, will be required to strictly adhere to the applicable facility policy.

**1.9.5 Miscellaneous.** Weapons, illicit drugs, and alcohol are strictly forbidden on Cascade County property.

To enter the Detention Center, all contractors may be required to remove shoes, belt, and jewelry to pass through a metal detector test. A hand-held wand may also be used by the Detention Center personnel. Clothed body searched may be conducted at random.

In addition the following items will not be allowed inside the Detention Center facility and should be secured in vehicles (this list may not be totally inclusive): Cash over \$5; cellular telephones; two-way radios; pocket knives, box cutters, etc; purses, pouches, brief cases, backpacks, etc. (exceptions will be made for items necessary to complete the business contractor is present for).

A valid pictured ID is required for admittance to the Detention Center.

Contractor will be advised as to the proper procedure for a response to an emergency while at the Detention Center.

Adhering to additional policies may be required and Contractors will be appropriately informed.

Contractor will be escorted at all times by Detention Center staff while inside facility.

## SECTION 2: RFP STANDARD INFORMATION

### **2.1 AUTHORITY**

The RFP is issued under 18-4-304, Montana Code Annotated (MCA) and ARM 2.5.602. The RFP process is a procurement option allowing the award to be based on stated evaluation criteria. The RFP states the relative importance of all evaluation criteria. The County shall use only the evaluation criteria outlined in this RFP.

### **2.2 OFFEROR COMPETITION**

The County encourages free and open competition to obtain quality, cost-effective services and supplies. The County designs specifications, proposal requests, and conditions to accomplish this objective.

### **2.3 RECEIPT OF PROPOSALS AND PUBLIC INSPECTION**

**2.3.1 Public Information.** Subject to exceptions provided by Montana law, all information received in response to this RFP, including copyrighted material, is public information. Proposals will be made available for public viewing and copying shortly after the proposal due date and time. The exceptions to this requirement are: (1) bona fide trade secrets meeting the requirements of the Uniform Trade Secrets Act, Title 30, chapter 14, part 4, MCA, that have been properly marked, separated, and documented; (2) matters involving individual safety as determined by Cascade County; and (3) other constitutional protections. See 18-4-304, MCA. The County provides a copier for interested parties' use at \$0.10 per page. The interested party is responsible for the cost of copies and to provide personnel to do the copying.

**2.3.2 Procurement Coordinator Review of Proposals.** Upon opening the proposals in response to this RFP the procurement coordinator shall review the proposals for information that meets the exceptions in Section 2.3.1, providing the following conditions have been met:

- Confidential information (including any provided in electronic media) is clearly marked and separated from the rest of the proposal. An affidavit from the offeror's legal counsel attesting to and explaining the validity of the Confidential information.
- The proposal does not contain confidential material in the cost or price section.

Information separated out under this process will be available for review only by the procurement coordinator, the evaluator/evaluation committee members, and limited other designees. Offerors shall pay all of its legal costs and related fees and expenses associated with defending a claim for confidentiality should another party submit a "right to know" (open records) request.

### **2.4 CLASSIFICATION AND EVALUATION OF PROPOSALS**

**2.4.1 Initial Classification of Proposals as Responsive or Nonresponsive.** The County shall initially classify all proposals as either "responsive" or "nonresponsive" (ARM 2.5.602). The County may deem a proposal nonresponsive if: (1) any of the required information is not provided; (2) the submitted price is found to be excessive or inadequate as measured by the RFP criteria; or (3) the proposal does not meet RFP requirements and specifications. The County may find any proposal to be nonresponsive at any time during the procurement process. If the County deems a proposal nonresponsive, it will not be considered further.

**2.4.2 Determination of Responsibility.** The procurement coordinator will determine whether an offeror has met the standards of responsibility consistent with ARM 2.5.407. An offeror may be determined

nonresponsible at any time during the procurement process if information surfaces that supports a nonresponsible determination. If an offeror is found nonresponsible, the procurement coordinator will notify the offeror by mail. The determination will be made a part of the procurement file.

**2.4.3 Evaluation of Proposals.** An evaluator/evaluation committee will evaluate all responsive proposals based on stated criteria and recommend award to the highest scoring offeror. The evaluator/evaluation committee may initiate discussion, negotiation, or a best and final offer. In scoring against stated criteria, the evaluator/evaluation committee may consider such factors as accepted industry standards and a comparative evaluation of other proposals in terms of differing price and quality. These scores will be used to determine the most advantageous offering to the County. If an evaluation committee meets to deliberate and evaluate the proposals, the public may attend and observe the evaluation committee deliberations.

**2.4.4 Completeness of Proposals.** Selection and award will be based on the offeror's proposal and other items outlined in this RFP. Proposals may not include references to information such as Internet websites, unless specifically requested. Information or materials presented by offerors outside the formal response or subsequent discussion, negotiation, or best and final offer, if requested, will not be considered, will have no bearing on any award, and may result in the offeror being disqualified from further consideration.

**2.4.5 Achieve Minimum Score.** Any proposal that fails to achieve **70% of the total available points for Sections 3 and 4, or a total of 490 points (Cost Proposal points not included)**, will be eliminated from further consideration. A "fail" for any individual evaluation criteria may result in proposal disqualification at the discretion of the procurement coordinator.

**2.4.6 Opportunity for Discussion/Negotiation and Oral Presentation/Product Sampling.** After receipt of all proposals and prior to the determination of the award, the County may initiate discussions with the qualifying offerors. Qualifying offerors will be required to make an oral presentation and provide product sampling to clarify their RFP response or to further define their offer. Offerors should be prepared to send qualified personnel to Great Falls, Montana to discuss technical and contractual aspects of the proposal. Oral presentations and product demonstrations shall be at the offeror's expense.

**2.4.7 Best and Final Offer.** Under Montana law, the County may request a best and final offer if additional information is required to make a final decision. The County reserves the right to request a best and final offer based on price/cost alone.

**2.4.8 Evaluator/Evaluation Committee Recommendation for Contract Award.** The evaluator/evaluation committee will provide a written recommendation for contract award to the Board of Cascade County Commissioners that contains the scores, justification, and rationale for the decision. The procurement coordinator will review the recommendation to ensure its compliance with the RFP process and criteria before submitting the written recommendation to the Board of County Commissioners.

**2.4.9 Request for Documents Notice.** Upon concurrence with the evaluator's/evaluation committee's recommendation, the procurement coordinator will request from the highest scoring offeror the required documents and information, such as insurance documents, contract performance security, an electronic copy of any requested material (e.g., proposal, response to clarification questions, and/or best and final offer), and any other necessary documents. Receipt of this request does not constitute a contract and **no work may begin until a contract signed by all parties is in place.**

**2.4.10 Contract Execution.** Upon receipt of all required materials, a contract (Appendix B) incorporating the Standard Terms and Conditions (Appendix A), as well as the highest scoring offeror's proposal, will be provided to the highest scoring offeror for signature. The highest scoring offeror will be expected to accept and agree to all material requirements contained in Appendices A and B of this RFP. If the highest scoring offeror does not accept all material requirements, the County may move to the next highest

scoring offeror, or cancel the RFP. Work under the contract shall not begin until the contract is fully executed by the Board of Cascade County Commissioners, who shall have complete discretion to accept or reject the recommendation of the evaluator/evaluation committee in awarding/accepting a Contract.

## **2.5 COUNTY'S RIGHTS RESERVED**

While the County has every intention to award a contract resulting from this RFP, issuance of the RFP in no way constitutes a commitment by the County to award and execute a contract. Upon a determination such actions would be in its best interest, the County, in its sole discretion, reserves the right to:

- Cancel or terminate this RFP (18-4-307, MCA);
- Reject any or all proposals received in response to this RFP (ARM 2.5.602);
- Waive any undesirable, inconsequential, or inconsistent provisions of this RFP that would not have significant impact on any proposal (ARM 2.5.505);
- Not award a contract, if it is in the County's best interest not to proceed with contract execution (ARM 2.5.602); or
- If awarded, terminate any contract if the County determines adequate funds are not available (18-4-313, MCA).

## **2.6 CONTRACT PERFORMANCE SECURITY**

After award, the successful bidder must furnish an approved Performance Security in the amount of 50% of the contract total. See Section 13 of Appendix B, Contract for acceptable performance security.

## SECTION 3: SCOPE OF SERVICES

### **3.1 BACKGROUND**

The County is seeking a contractor to provide all necessary onsite food, inmate labor supervision, and supplies for a high quality, cost effective food service program for the Cascade County Regional Adult Detention Center. The successful proposer 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.

Offerors **must** propose a proven, reliable, food system **for a correctional environment**, using American Correctional Association (ACA) Montana Jail Standards, the Food and Nutritional Board of the National Academy Science as prescribed for inmates, and the American Correctional Association Standards for Food Service and the American Dietetic Association as applicable. Offerors **must** provide food service seven (7) days a week, three times each day with a caloric intake of 2800 to 3000 per day. Offerors **must** provide at least two (2) hot meals per day. Offerors **must** also be able to provide meals to accommodate special diets, including but not limited to pregnancy, diabetes, low sodium, and religious/kosher meals. Contractor is expected to provide, at no additional charge, a minimum of three (3) Holiday/Spirit Lifter Meals annually.

Offerors **must** propose nutritious, wholesome and palatable food to a population of roughly 300 inmates and authorized staff/visitors. Contractor shall provide all personnel (with the exception of authorized inmate workers) food, materials and supplies necessary to provide food service for the Cascade County Regional Adult Detention Center.

Inmates may be provided to the Contractor, subject to prior written approval of the Sheriff. 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 Offeror anticipates using inmate labor, Offeror **must** articulate the number of inmate laborers to be used. A minimum of two (2) employees are required 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.

### **3.2 DESCRIPTION OF FOOD SERVICE AND FOOD QUALITY TO BE PROVIDED**

Offeror shall provide three (3) meals per day, two (2) which shall be hot, seven (7) days per week together with cold sack lunches of comparable nutritional value. Hot foods shall be served at approximately 140° F and cold foods shall be served at approximately 45° F unless otherwise required by health or other applicable regulations. All meals shall be visibly pleasing and be complete with appropriate condiments, including but not limited to: dressing, sugar, salt, pepper, catsup, and mustard and accompanied by appropriate beverages. All meals shall meet or exceed Montana Jail Standards, the Food and Nutritional Board of the National Academy Science as prescribed for inmates, the American Correctional Association Standards for Food Service and the American Dietetic Association.

Offeror agrees to use available U.S. Department of Agriculture commodities in providing food service to the inmates and staff of the Cascade County Regional Adult Detention Center. Offeror shall comply with the rules and regulations of the U.S Department of Agriculture in securing said commodities

Offeror shall be responsible for purchasing and receiving all food necessary for preparation of each meal in sufficient quantity to meet the needs of inmates, staff and visitors during the period of the Contract. The Offeror must maintain, at a minimum, a seven (7) day supply of foodstuffs on hand. All inventories shall be rotated regularly and the Offeror shall ensure that the food items are not served after the manufacturer's expiration date.

Offeror shall submit herewith a complete copy of the proposed menus to be used, detailing the nutritional characteristics and caloric intake for each meal, as prepared. The proposed menus should cover at a minimum a typical two (2) week period, and include special diet meals and Holiday/Spirit Lifter meals.

### **3.3 IMPLEMENTATION PLAN**

Offeror 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 that have been previously accepted by County in writing.

Offeror shall submit herewith its proposed implementation plan.

### **3.4 EMERGENCY CONTINGENCY PLAN**

It is unlikely but possible that the Cascade County Adult Regional 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.

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

## SECTION 4: OFFEROR QUALIFICATIONS

### **4.1 COUNTY'S RIGHT TO INVESTIGATE AND REJECT**

The County may make such investigations as deemed necessary to determine the offeror's ability to perform the services specified. The County reserves the right to reject a proposal if the information submitted by, or investigation of, the offeror fails to satisfy the County that the offeror is properly qualified to perform the obligations of the contract. *This includes The County's ability to reject the proposal based on negative references.*

### **4.2 OFFEROR QUALIFICATIONS**

To enable the County to determine the capabilities of an offeror to perform the services specified in the RFP, the offeror shall respond to the following regarding its ability to meet The County's requirements. **THE RESPONSE, "(OFFEROR'S NAME) UNDERSTANDS AND WILL COMPLY," IS NOT APPROPRIATE FOR THIS SECTION.**

**NOTE: Each item must be thoroughly addressed. Offerors taking exception to any requirements listed in this section may be found nonresponsive or be subject to point deductions.**

**4.2.1 References.** Offeror shall provide a minimum of three references where it has performed services of the type proposed in this RFP. At a minimum, the offeror shall provide the company name, location where the services were provided, contact person(s), contact telephone number, e-mail address, and a complete description of the services provided, and dates of service. These references may be contacted to verify offeror's ability to perform the contract. The County reserves the right to use any information or additional references deemed necessary to establish the ability of the offeror to perform the contract. Negative references may be grounds for proposal disqualification.

**4.2.2 Company Profile and Experience.** It is a mandatory requirement of this RFP that the Offeror have a minimum five years of experience in the field of correctional food services.

Offeror shall provide documentation establishing the individual or company submitting the proposal has the qualifications and experience to provide the services specified in this RFP, including, at a minimum:

- a detailed description of similar past projects, including the service type and dates the services provided;
- the client for whom the services were provided; and
- a general description of the correctional facility, including its size, number of inmates, years of experience performing services similar to those described within this RFP.

**4.2.3 Resumes.** The principle members and key personnel to be assigned to the project shall have referenced and verifiable experience in completing projects of equal scope, quality, type, and complexity. A resume or summary of qualifications, work experience, education, and skills must be provided for all key personnel, including any subcontractors, who will be performing any aspects of the contract. Include years of experience providing services similar to those required; education; and certifications where applicable. Identify what role each person would fulfill in performing work identified in this RFP.

**4.2.4 Offeror Financial Stability.** Offerors shall demonstrate their financial stability by: (1) providing financial statements, preferably audited, for the three (3) consecutive years immediately preceding the issuance of this RFP; and (2) providing copies of any quarterly financial statements that have been prepared since the end of the period reported by its most recent annual report. County reserves the right to request profit and loss statements as well for each of the jobs referenced in Offeror's the proposal.

## SECTION 5: COST PROPOSAL

Offeror must submit an itemized cost proposal as identified below. ALL costs that will be the responsibility of the County must be included and clearly identified in the cost proposal. The County will evaluate the proposed cost and apply the evaluation formula to determine the relative score for each offer. Proposals must include sufficient, detailed information to support the offered costs.

A. Cost per Meal based on an Inmate Population of 300 or more -- \$ \_\_\_\_\_

B. Cost per Meal based on an Inmate Population of less than 300 -- \$ \_\_\_\_\_

**The Contract is for 60 months. Any request for 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.**

## SECTION 6: EVALUATION PROCESS

### 6.1 BASIS OF EVALUATION

The evaluator/evaluation committee will make an initial review and evaluate the offers according to the following criteria based on **a total number of 1200 points** for 6.2 herein.

The **Scope of Services, References, Company Profile and Experience, and Resumes**, portions of the proposal will be evaluated based on the following Scoring Guide. The **Financial Stability** portion of the proposal will be evaluated on a pass/fail basis, with any offeror receiving a "fail" eliminated from further consideration. The **Cost Proposal** will be evaluated based on the formula set forth below.

**Any response that fails to achieve a minimum score per the requirements of Section 2.4.5 will be eliminated from further consideration. A "fail" for any individual evaluation criterion may result in proposal disqualification at the discretion of the procurement coordinator.**

### SCORING GUIDE

In awarding points to the evaluation criteria, the evaluator/evaluation committee will consider the following guidelines:

**Superior Response (95-100%):** A superior response is an exceptional reply that completely and comprehensively meets all of the requirements of the RFP. In addition, the response may cover areas not originally addressed within the RFP and/or include additional information and recommendations that would prove both valuable and beneficial to the agency.

**Good Response (75-94%):** A good response clearly meets all the requirements of the RFP and demonstrates in an unambiguous and concise manner a thorough knowledge and understanding of the project, with no deficiencies noted.

**Fair Response (60-74%):** A fair response minimally meets most requirements set forth in the RFP. The offeror demonstrates some ability to comply with guidelines and requirements of the project, but knowledge of the subject matter is limited.

**Failed Response (59% or less):** A failed response does not meet the requirements set forth in the RFP. The offeror has not demonstrated sufficient knowledge of the subject matter.

### 6.2 EVALUATION CRITERIA

Scope of Services		possible points 500	
Category		Section of RFP	Point Value
A.	Proposed Menus w/Nutritional Characteristics	3.2	100
	Special Diets w/Nutritional Characteristics	3.2	100
	Spirit Lifter/Holiday Meals w/Nutritional Characteristics	3.2	100
B.	Implementation Plan	3.3	100
C.	Emergency Contingency Plan	3.4	100

<b>Offeror Qualifications/Informational Requirements</b>		<b>possible points 200</b>	
<b>Category</b>		<b>Section of RFP</b>	<b>Point Value</b>
A.	Offeror Qualifications	4.2	50
	References	4.2.1	Pass/Fail
	Company Profile and Experience	4.2.2	100
	Resumes	4.2.3	50
	Offeror Financial Stability	4.2.4	Pass/Fail

<b>Cost Proposal</b>		<b>possible points 500</b>	
<b>Category</b>		<b>Section of RFP</b>	<b>Point Value</b>
A.	Cost per meal for a minimum of 300 inmates	5.0	250
B.	Cost per meal for less than 300 inmates	5.0	250

Lowest overall cost receives the maximum allotted points. All other proposals receive a percentage of the points available based on their cost relationship to the lowest. Example: Total possible points for cost are 500. Offeror A's cost is \$20,000. Offeror B's cost is \$30,000. Offeror A would receive 500 points. Offeror B would receive 134 points ( $\$20,000/\$30,000 = 67\% \times 200 \text{ points} = 335$ ).

$$\frac{\text{Lowest Responsive Offer Total Cost}}{\text{This Offeror's Total Cost}} \times \text{Number of available points} = \text{Award Points}$$

### **6.3 ORAL PRESENTATION AND PRODUCT SAMPLING DEMONSTRATION**

Step two evaluation. The County may invite offerors to an oral presentation and product sampling demonstration.

6.3.1 The Offeror's product demonstration will be held at the Cascade County Regional Adult Detention Center located at 3200 Ulm North Frontage Road in Great Falls, Montana. All costs, including travel, equipment, supplies, communication needs, etc., are the sole responsibility of the offeror.

6.3.2 Product demonstrations and oral presentations will be evaluated using the scoring guide found in Section 6.3

6.3.3 The offeror must, after acceptance and invitation to demonstrate, provide the County with six paper copies of any presentation materials. The County reserves the right to ask questions throughout this presentation.

<b>Product Demonstration</b>		<b>possible points 400</b>	
<b>Category</b>			<b>Point Value</b>
A.	Visual Appearance and Appeal of Prepared Food		100
B.	Nutritional		100
C.	Taste/Quality		100
D.	Interactive Interview		100

## APPENDIX A: STANDARD TERMS AND CONDITIONS

**By submitting a response to this request for proposal, the offeror agrees to acceptance of the following Standard Terms and Conditions and any other provisions that are specific to this solicitation or contract.**

**ACCEPTANCE/REJECTION OF BIDS, PROPOSALS, OR LIMITED SOLICITATION RESPONSES:** The County reserves the right to accept or reject any or all bids, proposals, or limited solicitation responses, wholly or in part, and to make awards in any manner deemed in the best interest of the County. Bids, proposals, and limited solicitation responses will be firm for 120 days, unless stated otherwise in the text of the invitation for bid, request for proposal, or limited solicitation.

**ALTERATION OF SOLICITATION DOCUMENT:** In the event of inconsistencies or contradictions between language contained in the County's solicitation document and a vendor's response, the language contained in The County's original solicitation document will prevail. Intentional manipulation and/or alteration of solicitation document language will result in the vendor's disqualification and possible debarment.

**AUTHORITY:** The attached request for proposal is issued under authority of Title 7, Chapter 5, Part 21 and Title 18, Montana Code Annotated, and the Administrative Rules of Montana, Title 2, chapter 5.

**CONFORMANCE WITH CONTRACT:** No alteration of the terms, conditions, delivery, price, quality, quantities, or specifications of the contract shall be granted without prior written consent of the County. Supplies delivered which do not conform to the contract terms, conditions, and specifications may be rejected and returned at the contractor's expense.

**DEBARMENT:** The contractor certifies, by submitting this bid or proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the contractor cannot certify this statement, attach a written explanation for review by the County.

**DISABILITY ACCOMMODATIONS:** Cascade County does not discriminate on the basis of disability in admission to, access to, or operations of its programs, services, or activities. Individuals who need aids, alternative document formats, or services for effective communications or other disability-related accommodations in the programs and services offered are invited to make their needs and preferences known to this office. Interested parties should provide as much advance notice as possible.

**FACSIMILE RESPONSES:** Facsimile responses to requests for proposals are ONLY accepted on an exception basis with prior written approval of the procurement coordinator and ONLY if they are completely received by the County Procurement Coordinator prior to the time set for receipt. Responses to RFPs, or portions thereof, received after the due time will not be considered.

**FAILURE TO HONOR BID/PROPOSAL:** If a bidder/offeror to whom a contract is awarded refuses to accept the award (PO/contract) or fails to deliver in accordance with the contract terms and conditions, the County may, in its discretion, and in addition to other remedies available at law and equity, suspend the bidder/offeror for a period of time from entering into any contracts with Cascade County.

**FORCE MAJEURE:** Neither party shall be responsible for failure to fulfill its obligations due to causes beyond its reasonable control, including without limitation, acts or omissions of government or military authority, acts of God, materials shortages, transportation delays, fires, floods, labor disturbances, riots, wars, terrorist acts, or any other causes, directly or indirectly beyond the reasonable control of the nonperforming party, so long as such party is using its best efforts to remedy such failure or delays.

**LATE BIDS AND PROPOSALS:** Regardless of cause, late bids and proposals will not be accepted and will automatically be disqualified from further consideration. It shall be solely the vendor's risk to ensure delivery at the designated office by the designated time. Late bids and proposals will not be opened and may be returned to the vendor at the expense of the vendor or destroyed if requested.

**PAYMENT TERM:** All payment terms will be computed from the date of delivery of services OR receipt of a properly executed invoice, whichever is later. Unless otherwise noted in the solicitation document, the County is allowed 30 days to pay such invoices. All contractors will be required to submit a W-9 at the time of contract execution in order to facilitate payment.

**RECIPROCAL PREFERENCE:** The County of Cascade applies a reciprocal preference against a vendor submitting a bid from a state or country that grants a residency preference to its resident businesses. A reciprocal preference is only applied to an invitation for bid for supplies or an invitation for bid for nonconstruction services for public works as defined in section 18-2-401(9), MCA, and then only if federal funds are not involved. For a list of states that grant resident preference, see <http://gsd.mt.gov/ProcurementServices/preferences.mcp.x>.

**REGISTRATION WITH THE SECRETARY OF STATE:** Any business intending to transact business in Montana must register with the Secretary of State. Businesses that are incorporated in another state or country, but which are conducting activity in Montana, must determine whether they are transacting business in Montana in accordance with sections 35-1-1026 and 35-8-1001, MCA. Such businesses may want to obtain the guidance of their attorney or accountant to determine whether their activity is considered transacting business.

If businesses determine that they are transacting business in Montana, they must register with the Secretary of State and obtain a certificate of authority to demonstrate that they are in good standing in Montana. To obtain registration materials, call the Office of the Secretary of State at (406) 444-3665, or visit their website at <http://sos.mt.gov>.

**SEPARABILITY CLAUSE:** A declaration by any court, or any other binding legal source, that any provision of the contract is illegal and void shall not affect the legality and enforceability of any other provision of the contract, unless the provisions are mutually dependent.

**SHIPPING:** Any products or supplies shipped shall be prepaid, F.O.B. Destination, unless the contract specifies otherwise.

**SOLICITATION DOCUMENT EXAMINATION:** Vendors shall promptly notify the County of any ambiguity, inconsistency, or error which they may discover upon examination of a solicitation document.

**TAX EXEMPTION:** Cascade County is exempt from Federal Excise Taxes.

**U.S. FUNDS:** All prices and payments must be in U.S. dollars.

**WARRANTIES:** The contractor warrants that it will perform all services using reasonable care and skill and according to industry standards. In addition, contractor warrants that the food it provides will be safe for human consumption, properly handled, stored, and kept in such a way as to maintain the optimal product quality for nutritional and safe consumption.

## APPENDIX B: CONTRACT

### FOOD SERVICES FOR THE CASCADE COUNTY REGIONAL ADULT DETENTION CENTER (INSERT CONTRACT NUMBER)

#### 1. PARTIES

THIS CONTRACT is entered into by and between the County of Cascade (hereinafter referred to as "the County"), whose address and phone number are 325 2<sup>nd</sup> Avenue North, Great Falls, MT 59401 406-454-6810 and (insert name of contractor), (hereinafter referred to as the "Contractor"), whose address and phone number are (insert address) and (insert phone number).

THE PARTIES AGREE AS FOLLOWS:

#### 2. EFFECTIVE DATE, DURATION, AND RENEWAL

**2.1 Contract Term.** This contract shall take effect upon contract execution by the Board of Cascade County Commissioners and ending after expiration of sixty (60) months.

**2.2 Contract Renewal.** Unless notice is provided at least thirty (30) days prior to the end of the calendar year in which the contract would expire, the contract will automatically renew for an additional twelve (12) month term according to the existing terms, conditions, and costs.

**2.3 Signing Bonus.** Upon signing, Contractor shall pay County a one-time signing bonus of One Hundred Thousand Dollars (\$100,000.00) to be utilized for Cascade County Detention Center's Capital Improvement Fund. If the Agreement is terminate by the County for any reason NOT BASED ON A CONTRACTOR BREACH OF CONTRACT before the end of the contracted term, County will 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 is a one-time payment.

#### 3. SERVICES AND SPECIFICATIONS

The Contractor agrees to provide the County the food services described in RFP CCDC-12-2 for all inmates of the Cascade County Regional Adult Detention Center and authorized staff/visitors. Contractor shall furnish nutritious, wholesome and palatable food to such persons in accordance with the terms of the Agreement and consistent with RFP CCDC-12-2 and Contractor's accepted proposal therein.

**3.1** Food service rendered pursuant to this Agreement shall be provided to a population of roughly 300 inmates commencing on or about \_\_\_\_\_ 2012.

**3.2** Contractor shall provide food services based on those menu plans outlined in Contractor's Bid Package Submittal. Restricted diets may be subject to frequent change by County as necessary. Any alteration of substitutions in the menu plans by Contractor must be approved at least five (5) days in advance in writing by County. If such prior approval is not sought, County may elect to withhold payment for such substituted item(s)

**3.3** Contractor is expected to provide, at no additional charge, a minimum of three (3) Holiday/Spirit Lifter Meals annually.

3.4 No more than fourteen (14) hours shall pass between the dinner and breakfast meals. Contractor shall provide three (3) meals per day, two (2) which shall be hot, seven (7) days per week together with cold sack lunches of comparable nutritional value as requested by County. Hot foods shall be served at approximately 140° F. and cold foods shall be served at approximately 45° F. unless otherwise required by health or other applicable regulations. All meals shall be visibly pleasing and be complete with appropriate condiments, including but not limited to, dressing, sugar, salt, pepper, catsup, and mustard and accompanied by appropriate beverages. All meals shall meet or exceed Montana Jail Standards, the Food and Nutritional Board of the National Academy Science as prescribed for inmates, and the American Correctional Association Standards for Food Service and the American Dietetic Association.

3.5 Contractor shall purchase, provide and supply all consumable supplies and food products which are required for food service under this Agreement. Such supplies and food products purchased for use pursuant to this Agreement shall remain the property of County.

3.6 Cleaning and maintenance supplies shall be purchased and provided by Contractor. Contractor shall be responsible for routine cleaning and housekeeping of food service preparation areas, service areas, storage areas and shall cleanup after each meal is served. Contractor shall, on a continuing basis, meet or exceed applicable standards of sanitation required by federal, state and local regulations.

3.7 The Contractor shall perform regular routine cleaning of the kitchen area including all equipment and fixtures therein sufficient to continuously maintain such area. 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.

3.8 Contractor shall assign a minimum of two (2) employees shall oversee and supervise all aspects of the food service operation at all times. Inmates may be provided to the Contractor, subject to prior written approval of the Sheriff. **IN NO EVENT SHALL INMATES AT ANY TIME SUPERVISE OTHER INMATES.**

3.9 The number of inmates authorized to assist Contractor in the performance of this Agreement will be determined by County prior to start up of service. Such inmates shall be assigned duties in the food service operation that may include sanitation, food preparation and production, and storeroom functions.

3.10 Contractor shall promptly obtain Certification by the American Correctional Association (ACA) at its sole expense. In addition, Contractor shall secure and pay for all federal, state and local licenses, permits, and fees required for the lawful implementation of food services as provided for herein.

3.11 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 that have been previously accepted by County in writing.

3.12 Meals shall be portioned on trays in the kitchen and placed in a cart in the staging area where the carts with trays and beverages will be picked up and delivered to the housing units. County's designated personnel shall receive meals from Contractor at the kitchen, transport said

meals to appropriate areas for delivery to inmates, and then return meal trays, utensils, and other meal items to the kitchen after each meal is completed.

3.13 Facility inspections shall be made by County when deemed necessary, with or without advanced notice to Contractor. Inspections of kitchen facilities by local and state health and other agencies shall, at a minimum, score satisfactory ratings. Contractor shall agree to allow scheduled and unscheduled visits by the County or its designee, by the Health Department, by DOC or ACA inspectors and by any other inspecting agency whose purpose is to ensure that all employees in the food service area are free from disease or open wounds and that the food service area complies with all requirements for sanitation, food storage and the control of vermin.

#### **4. CONSIDERATION/PAYMENT**

**4.1 Payment Schedule.** In consideration for the services to be provided, the County shall pay the sum of:

\$ \_\_\_\_\_ per meal for 300 meals or more; and  
\$ \_\_\_\_\_ per meal for less than 300 meals.

The meal count shall be based upon the daily population as established by that days' morning census. The price shall remain constant for the duration of this Agreement.

**4.2 Payment Procedures.** The Contractor shall submit to County each Monday, an invoice for **meals ordered and meals served for the preceding week.** The invoice shall breakdown the number of meals being charged for by meal time and date for the previous week. Contractor shall keep complete and accurate records of food purchases and meal count records in connection with this Agreement. Except for an extraordinary event, the number of meals served should equal the number of meals ordered. County shall pay for **the lesser** of the meals ordered and meals served.

A copy of this record shall be supplied to County along with the Contractor's invoice for payment. County shall have 14 days from the date of receipt of such invoice in which to review and object to any irregularities in the invoice. Otherwise, County shall pay for such invoiced services within 30 days of receipt of such invoice.

**4.3 Withholding of Payment.** The County may withhold disputed payments to the Contractor if there is a legitimate dispute regarding the invoice. In addition, the County may withhold payments if the Contractor is in material breach of the contract. The Contractor is not relieved of its performance obligation in the event such payment is withheld.

**4.4 Payment Address.** The County shall deliver payments only to Contractor at the following address:

(Name):  
(Address):  
(City, State, ZIP):  
(Telephone #):  
(Cell Phone #):  
(Fax #):  
(E-mail):

#### **5. ACCESS AND RETENTION OF RECORDS**

**5.1 Access to Records.** The Contractor agrees to provide the County, Auditor, or their authorized agents access to any records required to be made available by 18-1-118 MCA, in order to determine contract compliance.

**5.2 Retention Period.** The Contractor agrees to create and retain records supporting the services for a period of three years after either the completion date of this contract or the conclusion of any claim, litigation, or exception relating to this contract taken by the County or a third party.

**6. COUNTY'S REPRESENTATIONS** County shall be responsible for and provide:

**6.1** Accurate and timely orders for the number of meals to be served to inmates and other authorized persons within two (2) hours of the time for meals to be served. In the event such notice is not given, Contractor shall prepare the same number of meals as prepared the previous day.

**6.2** Provide adequate ingress and egress to all kitchen and prep areas.

**6.3** Adequate heat, light, ventilation, and all other utilities. County shall provide local intercom and business telephone service to Contractor at no charge. Such telephone shall be used only for local business related calls.

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

**6.5** 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 covering, and wall and ceiling surfaces. County's maintenance shall not include day to day cleaning operations in the kitchen area.

**6.6** Adequate kitchen facilities including preparation areas, storage areas, holding equipment and reasonable maintenance for same **except that all repair required to the foregoing due to abuse, neglect, misuse, and any and all failure to properly supervise and train contractor's personnel and/or inmate workers shall be the immediate responsibility of Contractor.**

**6.7** 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.

**6.8** County will provide reasonable and adequate physical security at all times for Contractor's employees and suppliers, management and other authorized persons.

**6.9** County shall provide kitchen appliances and equipment, including serviceware, support equipment, pots and pans, and beverage containers in a functional and operable condition, including reasonable wear and tear. Further it shall provide Plastocon trays, reusable plastic cups and utensils for all feeding operations.

**6.10** County shall provide laundry services for all aprons, towels, dishcloths, etc. used in the food service operations, except for Contractor's employees' uniforms. The Contractor shall be responsible for ensuring its staff's uniforms are clean and in good repair.

## **7. CONTRACTOR'S REPRESENTATIONS**

In order to Induce County to enter into this Agreement, Contractor makes the following representation upon which County does rely:

7.1 Contractor has familiarized himself with the nature and extent of the RFP documents, services required and the Agreement, as well as the work, locality, all local conditions and federal, state and local laws, ordinances, rules and regulations that in any manner may affect the cost or performance of services under this Agreement.

7.2 Contractor has made or caused to be made examinations as Contractor deems necessary for the performance of this Agreement at the stated price and in accordance with all other terms and conditions of this Agreement and no additional examinations or investigations are or will be required by Contractor for such purposes.

7.3 Contractor has given County written notice of all conflicts, errors or discrepancies that the Contractor has discovered in the RFP documents and the written resolution thereof by County is acceptable to Contractor.

7.4 Contractor hereby warrants to County that the food services rendered pursuant to this Agreement shall be fresh, of high quality and shall at all times withstand audit against established correctional, nutritional and health standards, including but not limited to those food services standards established by the American Corrections Association, and Food and Nutritional Board of the National Academy Science as prescribed for inmates, Montana Jail Standards, the Food and Nutritional Board of the National Academy Science and the American Dietetic Association as prescribed for inmates, and local, state and federal law.

7.5 Contractor has had an opportunity to investigate the condition of the appliances and equipment at the Cascade County Regional Adult Detention Center and has provided written notice to County of any existing damage to such items which shall be attached hereto and incorporated herein. Except for the damage identified in the attached list, Contractor shall be responsible for all loss and damage to kitchen appliances and equipment, including serviceware, support equipment, pots and pans, and beverage containers reasonable wear and tear resulting from abuse, neglect, misuse, and any and all failure to properly supervise and train contractor's personnel and/or inmate workers.

7.6 Contractor shall maintain kitchen appliances and equipment, including serviceware, support equipment, pots and pans, and beverage containers reasonable, and all floor and counter space in a clean and hygienic manner.

7.7 All repair required to the kitchen facility, appliances and equipment due to abuse, neglect, misuse, and any and all failure to properly supervise and train contractor's personnel and/or inmate workers shall be the immediate responsibility of Contractor.

7.8 Contractor shall be responsible for purchasing and receiving all food necessary for preparation of each meal in sufficient quantity to meet the needs of inmates and staff during the period of the Contract. The Contractor must maintain, at a minimum, a seven (7) day supply of foodstuffs on hand. All inventories shall be rotated regularly and the Contractor shall ensure that the food items are not served after the manufacturer's expiration date.

7.9 Any substitution to the established menus shall be verified by a licensed dietitian to determine the appropriateness of those substitutions. The Contractor shall keep records of substitutions which shall include the times and portion sizes, the reason for the substitution and the verification that a dietitian has been consulted when appropriate.

7.10 Contractor shall maintain keep a permanent record of the number of meals served, the food content of each meal and any menu substitutions or modifications , with copies provided to the County Contract Manager. The Contractor shall maintain and provide such daily, weekly and monthly records as the County Contract Manager may require and shall maintain records for a minimum of three (3) years.

7.11 Where combination foods are on the menu, the Contractor shall have a file containing the recipe that provides the list of ingredients and their quantities; also, the number of servings and the size of each serving. Recipes for the menus shall be maintained on-site and accessible to the County Contract Monitor at all times.

7.12 Contractor agrees that all knives and kitchen utensils shall be counted and locked for safe keeping in accordance with the policy and procedures provided to Contractor by County and in accordance with the State's minimum Jail Standards.

7.13 Contractor shall submit a contingency emergency plan to provide for meal service in the event of a force majeure within 60 days of the start up of service. The County will use its best efforts to assist Contractor by permitting reasonable variations in the menu cycle and for method of service, as conditions may reasonably require. However Contractor shall not be relieved of its responsibility to provide meal service under the terms of this Agreement.

7.14 Contractor agrees to use available U.S. Department of Agriculture commodities in providing food service to the inmates and staff of the Cascade County Regional Adult Detention Center. Contractor shall comply with the rules and regulations of the U.S Department of Agriculture in securing said commodities. All books and records pertaining to the meal preparation and delivery for the Cascade County Regional Adult Detention Center will be available for a period of thirty-six (36) months after the close of federal fiscal year (October 1 through September 30) to which they pertain for inspection and audit by representatives of the United States Department of Agriculture, and/or the General Accounting Office at any reasonable time or place. Commodities received will be used solely for the benefit of County.

Contractor shall credit the invoice presented to County for the U.S. Department of Agriculture commodities used, minus and shipping or handling charges actually incurred. The value of commodities shall be established in the following manner:

7.14.1 Where the surplus commodity products are of comparable quality and value as the same items found in the menu, then Contractor local prices shall be used to determine the value of the commodity.

7.14.2 Where the value of the commodity is higher than the similar item on the menu, then the Contractor local price of the lower valued item shall be credited.

7.14.3 Where the value of the commodity is of lower value than the similar item found on the menu, the lower value shall be credited.

7.14.4 Where the commodity item is not found in the menu cycle, the value shall be negotiated between Contractor and County or included in the next menu that is developed for County.

7.14.5 The fair market value established for the commodities shall not exceed Contractor's local pricing.

## **8. LIMITATION OF LIABILITY**

County agrees to defend, indemnify and hold harmless Contractor, its employees, agents and servants for loss sustained as a result of County's negligence arising out of the performance of this Agreement. County is liable for direct damages. The County shall not be liable for special, incidental, consequential, punitive, indirect damages or attorney fees.

## **9. REQUIRED INSURANCE**

**9.1 General Requirements.** The Contractor shall maintain for the duration of this contract, at its cost and expense, insurance against claims for injuries to persons or damages to property, including contractual liability, which may arise from or in connection with the performance of the work by the Contractor, agents, employees, representatives, assigns, or subcontractors. This insurance shall cover such claims as may be caused by any negligent act or omission.

**9.2 Primary Insurance.** The Contractor's insurance coverage with respect to the Contractor's negligence shall be primary insurance with respect to the County, its coordinators, officials, employees, and volunteers and shall apply separately to each project or location. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

**9.3 Specific Requirements for Commercial General Liability.** Contractor shall purchase and maintain occurrence coverage with combined single limits for bodily injury, personal injury, property damage, premises, operations, independent contractor's protective, products and completed operations, and broad form property damage of \$1,000,000 per occurrence and \$2,000,000 aggregate per year to cover such claims as may be caused by any act, omission, or negligence of Contractor or its officers, agents, representatives, assigns or subcontractors.

- a. Property damage liability insurance shall be written without any exclusion for injury to or destruction of any building, structure, wires, conduits, pipes, or other property above or below the surface of the ground.

**9.4 Specific Requirements for Automobile Liability.** The Contractor shall purchase and maintain coverage with split limits of \$500,000 per person (personal injury), \$1,000,000 per accident occurrence (personal injury), and \$100,000 per accident occurrence (property damage), OR combined single limits of \$1,000,000 per occurrence to cover such claims as may be caused by any act, omission, or negligence of the Contractor or its officers, agents, representatives, assigns, or subcontractors.

The County, its officers, officials, employees, and volunteers are to be covered and listed as additional insureds; for liability arising out of activities performed by or on behalf of the Contractor, including the insured's general supervision of the County, its officers, officials, employees, and volunteers, Contractor's products and completed operations; premises owned, leased, occupied or used.

**9.5 Deductibles and Self-Insured Retentions.** Any deductible or self-insured retention must be declared to and approved by the County. At the request of the County, the Contractor will elect to either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees, or volunteers; or (2) at the expense of the Contractor, the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claims administration, and defense expenses.

**9.6 Certificate of Insurance/Endorsements.** A certificate of insurance from an insurer with a Best's rating of no less than B++ indicating compliance with the required coverages, has been received by the Cascade County Risk Manager, 325 2<sup>nd</sup> Avenue North, Great Falls, MT 59401. The Contractor must notify the County immediately of any material change in insurance coverage, such as changes in limits, coverages, change in status of policy, etc. The County reserves the right to require complete copies of insurance policies at all times.

## **10. COMPLIANCE WITH WORKERS' COMPENSATION ACT**

Contractor is required to comply with the provisions of the Montana Workers' Compensation Act while performing work for the County in accordance sections 39-71-401, 39-71-405, and 39-71-417, MCA. Proof of compliance must be in the form of workers' compensation insurance, an independent contractor's exemption, or documentation of corporate officer status. Neither the Contractor nor its employees are employees of the County. This insurance/exemption must be valid for the entire term of this contract. A renewal document must be sent to Cascade County Risk Manager, 325 2<sup>nd</sup> Avenue North, Great Falls, MT 59401, upon expiration.

## **11. COMPLIANCE WITH LAWS**

The Contractor must, in performance of work under this contract, fully comply with all applicable federal, state, or local laws, rules, and regulations, including the Montana Human Rights Act, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Any subletting or subcontracting by the Contractor subjects subcontractors to the same provision. In accordance with section 49-3-207, MCA, the Contractor agrees that the hiring of persons to perform this contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing this contract.

## **12. ASSIGNMENT, TRANSFER, AND SUBCONTRACTING**

The Contractor shall not assign, transfer, or subcontract any portion of this contract without the express written consent of the County. (Section 18-4-141, MCA)

## **13. CONTRACT PERFORMANCE ASSURANCE**

**13.1 Contract Performance Security – All Forms Accepted.** The Contractor must provide contract performance security based upon 50% of the contract total.

The contract performance security must be provided by the Contractor in one of the following forms, within ten (10) working days from the Request for Documents Notice. **ONLY THE FOLLOWING TYPES OF SECURITY ARE ACCEPTABLE AND MUST BE IN ORIGINAL FORM. FACSIMILE, ELECTRONIC, OR PHOTOCOPIES ARE NOT ACCEPTABLE.** Personal or business checks are not acceptable.

- a sufficient bond with a licensed surety company as surety licensed in Montana with a Best's rating of no less than B++;
- an irrevocable letter of credit in accordance with the provisions of Title 30, chapter 5, part 1;
- money of the United States;
- a cashier's check, certified check, bank money order, certificate of deposit, money market certificate, or bank draft that is drawn or issued by a federally chartered or state-chartered bank or savings and loan association that is insured by or for which insurance is administered by the federal deposit insurance corporation or that is drawn and issued by a credit union insured by the national credit union share insurance fund.

**See Title 18, chapter 4, part 3, MCA; Title 30, chapter 5, MCA; and ARM 2.5.502.**

The contract performance security must remain in effect until the end of the contract period, including contract renewal periods, if any.

The contract performance security in the form of a **(insert form)** has been provided to the following address: Lt. Roger Handa, Assistant Jail Administrator, Coordinator for Procurement, 3200 Ulm North Frontage Road, Great Falls, MT 59403.

#### **14. PERMITS/LICENSES/TAXES/ NOTICES/FEES**

Contractor shall secure and pay for all licenses, permits and inspections; give all notices; pay all taxes and fees; and comply with all laws, ordinances, rules, regulations, and lawful orders bearing on the performance of the work.

#### **15. CONTRACT TERMINATION**

**15.1 Termination for Cause.** The County or the Contractor may, by written notice to the other party, terminate this contract in whole or in part at any time the other party fails to perform this contract pursuant to **Section 16**, Event of Breach – Remedies.

**15.2 Bankruptcy or Receivership.** Voluntary or involuntary bankruptcy or receivership by the Contractor may be cause for termination.

**15.3 Non-Compliance with Requirements.** The County retains the right to cancel or modify any contract, project, or activity that is not in compliance with any standard in effect as of the date of contract execution. In the event of such termination, the County will pay for products and services delivered to date. Any modifications to this contract must be mutually agreed to by the parties.

**15.4 Reduction of Funding.** The County must terminate this contract if funds are not appropriated or otherwise made available to support the County's continuation of performance of this contract in a subsequent fiscal period. (See section 18-4-313(4), MCA.)

#### **16. EVENT OF BREACH – REMEDIES**

**16.1 Event of Breach.** Any one or more of the following acts or omissions of the Contractor shall constitute an event of breach:

- a. products or services furnished by the Contractor fail to conform to any requirement of this contract;  
or
- b. failure to submit any report required by this contract; or
- c. failure to perform any of the other covenants and conditions of this contract.

**16.2 Actions in Event of Breach.** Upon the occurrence of any material breach of this contract, either party may take either one, or both, of the following actions:

- a. give the breaching party a written notice specifying the event of breach and requiring it to be remedied within, in the absence of a greater specification of time, thirty (30) days from the date of the notice; and if the event of breach is not timely remedied, terminate this contract upon giving the breaching party notice of termination; or
- b. treat this contract as materially breached and pursue any of its remedies at law or in equity, or both.

**17. WAIVER OF BREACH**

No failure by either party to enforce any provisions hereof after any event of breach shall be deemed a waiver of its rights with regard to that event, or any subsequent event. No express failure of any event of breach shall be deemed a waiver of any provision hereof. No such failure or waiver shall be deemed a waiver of the right of either party to enforce each and all of the provisions hereof upon any further or other breach on the part of the breaching party.

**18. CONTRACT PERSONNEL**

**18.1 County Contract Manager.** The County Contract Manager identified below is the County's single point of contact and will and will assume responsibility for the coordination of all contract issues under this contract on behalf of the County. Written notices, requests, complaints, or any other issues regarding this contract should be directed to the County Contract Manager. The Contractor Contract Manager will meet with The County Contract Manager and/or others necessary to resolve any conflicts, disagreements, or other contract issues.

The County Contract Manager for this contract is:

- (Name):
- (Address):
- (City, State, ZIP):
- (Telephone #):
- (Cell Phone #):
- (Fax #):
- (E-mail):

**18.2 Contractor Contract Manager/Substitution of Personnel.** The personnel identified or described in the Contractor's proposal shall perform the services provided for the County under this contract. The Contractor agrees that any personnel substituted during the term of this contract must be able to conduct the required work to industry standards and be equally or better qualified than the personnel originally assigned. The County reserves the right to approve the Contractor personnel assigned to work under this contract, and any changes or substitutions to such personnel. The County's approval of a substitution will not be unreasonably withheld. This approval or disapproval shall not relieve the Contractor to perform and be responsible for its obligations under this contract. The County reserves the right to require Contractor personnel replacement. In the event that Contractor personnel become unavailable, it will be the Contractor's responsibility to provide an equally qualified replacement in time to avoid delays to the service provided in the Agreement.

The Contractor Contract Manager for this contract is:

- (Name):
- (Address):
- (City, State, ZIP):
- (Telephone #):
- (Cell Phone #):
- (Fax #):
- (E-mail):

## **19. CONTRACTOR PERFORMANCE ASSESSMENTS**

**19.1 Assessments.** The County may conduct assessments of the Contractor's performance. The Contractor will have an opportunity to respond to assessments, and independent verification of the assessment may be utilized in the case of disagreement.

**19.2 Record.** Completed assessments may be kept on record at the County and may serve as past performance data. Past performance data will be available to assist agencies in the selection of service providers in the future. Past performance data may also be utilized in future procurement efforts.

## **20. TRANSITION ASSISTANCE**

If this contract is not renewed at the end of this term, or is terminated prior to the completion of a project, or if the services provided herein are terminated for any reason, the Contractor must provide for a reasonable, mutually agreed period of time after the expiration or termination of this contract, all reasonable transition assistance requested by the County, to allow for the expired or terminated portion of the services to continue without interruption or adverse effect, and to facilitate the orderly transfer of such services to the County or its designees. Such transition assistance will be deemed by the parties to be governed by the terms and conditions of this contract, except for those terms or conditions that do not reasonably apply to such transition assistance. The County shall pay the Contractor for any resources utilized in performing such transition assistance at the most current rates provided by this contract. If there are no established contract rates, then the rate shall be mutually agreed upon. If the County terminates a project or this contract for cause, then the County will be entitled to offset the cost of paying the Contractor for the additional resources the Contractor utilized in providing transition assistance with any damages the County may have otherwise accrued as a result of said termination.

## **21. CHOICE OF LAW AND VENUE**

This contract is governed by the laws of Montana. The parties agree that any litigation concerning this bid, proposal or subsequent contract must be brought in the Eighth Judicial District in and for the County of Cascade, State of Montana and each party shall pay its own costs and attorney fees. (See section 18-1-401, MCA.)

## **22. SCOPE, AMENDMENT, AND INTERPRETATION**

**22.1 Contract.** This contract consists of **(insert number)** numbered pages, any Attachments as required, RFP # \_\_\_\_\_, as amended, and the Contractor's RFP response as amended. In the case of dispute or ambiguity about the minimum levels of performance by the Contractor the order of precedence of document interpretation is as follows: 1) amendments to this contract, 2) this contract, 3) RFP # \_\_\_\_\_, as amended, and 4) the Contractor's RFP response, as amended.

**22.2 Entire Agreement.** These documents contain the entire agreement of the parties. Any enlargement, alteration or modification requires a written amendment signed by both parties.

## **23. ADDITIONAL TERMS AND CONDITIONS**

**23.1** It is mutually agreed that each party hereto will comply with all statutes, lawful ordinances, regulations and requirements, federal, state and local applicable to their activities hereunder.

23.2 This Agreement and all of the provisions thereof shall inure to the benefit of and be binding upon the County and the Contractor respectively and their partners, successors, assigns, and legal representatives. Pursuant to Section 12 herein, the Contractor shall not have the right to assign, transfer or sublet its interest or obligations hereunder without prior written consent of the County.

23.3 Subcontractors shall be bound by the terms and conditions of this Agreement insofar as it applies to their work, but this shall not relieve Contractor from the full responsibility to County for the proper performance of all work to be performed under this Agreement.

23.4 County reserves the right to thoroughly investigate any current or prospective employees assigned to the Cascade County Regional Adult Detention Center.

23.5 Owner reserves the right to reject, at any time without penalty or risk of breach, any person performing food services pursuant this Agreement the right to be engaged in or employed under this Agreement should such person fail to comply with County's written policies and procedures relating to facility security or otherwise compromise facility licensing.

23.6 All persons performing food services pursuant to this Agreement shall be subject to periodic background checks. County reserves the right to reject at any time without penalty or risk of breach any person performing food services pursuant to this Agreement the right to be engaged in or employed under this Agreement should any person fail the background check.

23.7 Contractor shall protect, defend, and indemnify County and its representatives against any claim or liability arising from the violation of any of the terms and conditions of this Agreement, whether violated by the Contractor, a subcontractor, or supplier or any of their employees or agents. Further, Contractor shall protect, defend and indemnify County from any claims for unpaid labor, materials, equipment, or supplies.

23.8 Contractor shall return to County at the expiration of this Agreement the food service premises and all equipment furnished by County in the condition in which Contractor received them 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 Contractor without negligence on the part of Contractor or its employees and providing that all damages and losses are reported to County for all items covered in this paragraph. County will be responsible for needed repairs caused by normal wear and tear. Equipment, which in the opinion of County has exceeded its useful life may be replaced or eliminated by County.

23.9 Contractor shall require its employees assigned to duty at the Cascade County Regional Adult Detention Center to submit to periodic health examinations at least as frequently and stringently as required by law and further agrees to submit satisfactory evidence of compliance with all health regulations and vaccinations to County upon request.

23.10 The facilities and equipment used in the Agreement shall not be used to prepare food for agencies or persons other than those designated by County pursuant to this Agreement without advance written approval of County.

23.11 Any amendment or modifications of this Agreement or any provision herein shall be made in writing and executed in the same manner as this original document and shall after execution become a part of this Agreement.

24. **EXECUTION** The parties through their authorized agents have executed this contract on the dates set out below.

DATE: \_\_\_\_\_ DATE: \_\_\_\_\_

BOARD OF CASCADE COUNTY  
COMMISSIONERS

**(INSERT CONTRACTOR'S NAME)**

**(Insert Address)**

**(Insert City, State, Zip)**

**FEDERAL ID #**

\_\_\_\_\_  
Jane Weber, Chairman

BY: \_\_\_\_\_  
(Name/Title)

\_\_\_\_\_  
Joe Briggs, Commissioner

\_\_\_\_\_  
Bill Salina, Commissioner

Attest

\_\_\_\_\_  
RINA FONTANA MOORE,  
CASCADE COUNTY CLERK AND RECORDER