



REQUEST FOR PROPOSALS

**Canyon County Jail & Southwest Idaho Juvenile Detention Center
Food and Commissary Services**

Issued By:

BOARD OF COUNTY COMMISSIONERS

Submit Proposals to:

**Board of County Commissioners
1115 Albany Street
Caldwell, Idaho 83605
Telephone: (208) 454-7507
Fax: (208) 454-7336
bocc@canyoncounty.id.gov**

Proposals must be received by 9:29 a.m. on Thursday, August 31, 2023

**Return in a sealed envelope marked:
"Canyon County Jail & Southwest Idaho Juvenile Detention Center
Food and Commissary Services"**

Proposals received after date and time will not be considered.

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I. INTRODUCTION

The Canyon County Sheriff's Office ("CCSO") and the Southwest Idaho Juvenile Detention Center ("SWIJDC") (collectively, "Canyon County" or "County") issue this Request for Proposals ("RFP") for submittals from interested parties to provide food and commissary services for the Dale G. Haile Detention Center ("County Jail") and food services for the SWIJDC. The County will evaluate proposals from contractors qualified to provide such services to determine which contractor(s) to select for food services and commissary services. This RFP may also serve to formalize negotiations with the chosen provider or providers, if any.

The projected beginning date of the services for which proposals are being requested is October 1, 2023. The initial contract will be for one year terms, with up to four renewal periods, for a total of five years.

Respondents may submit proposals for food services only (must be for both facilities) **OR** for commissary only. The County reserves the right to prioritize proposals for both services.

This project is being directed by:

Lt. Travis Engle (CCSO)
1115 Albany Street
Caldwell, Idaho 83605
Email: travis.engle@canyoncounty.id.gov
Telephone: (208) 454-7510

Director Sean Brown (SWIJDC)
1115 Albany Street
Caldwell, Idaho 83605
Email: sean.brown@canyoncounty.id.gov
Telephone: (208) 454-7240

Please read this RFP and carefully follow the instructions, failure to do so may cause the County to reject your proposal. The terms of the RFP control over contradictory information in any exhibits or attachments.

II. PROJECT OVERVIEW AND SCOPE

The County, at its discretion, may select and contract for food services (for both facilities) and select and contract for jail commissary services with different contractor. The County reserves the right to give preference proposals willing to provide both food services and commissary services. The County reserves the right to enter separate contracts for jail food services and SWIJDC food services but will use only one contractor because both facilities utilize the same kitchen located in the jail. **Responses must clearly indicate whether the proposal is: (1) for foodservices only; (2) for commissary only; or (3) both foodservices and commissary.**

A. Locations

County Jail. The County Jail is a secure facility administered by the CCSO with an average daily population of approximately 420 persons and a capacity of approximately 520 persons, including those on work release. The County Jail is located at 219 North 12th Avenue, Caldwell, Idaho. This RFP seeks a contractor to provide both professional food and commissary services for the County Jail. Meals are prepared in the County Jail kitchen facility utilizing inmate workers. Commissary services will be provided and billed directly by the contractor to the inmate with minimal CCSO involvement. Commissary items will be stored at an off-site location, not on County property.

SWIJDC. The SWIJDC is a secure facility that houses an average daily population of 30 individuals and has a capacity of 90. SWIJDC is located at 222 North 12th Avenue, Caldwell, Idaho. This RFP seeks a contractor for professional food services only (not commissary services). Meals are prepared at the County Jail and transported approximately one city block to SWIJDC for service.

B. Food Services Provider Scope and Requirements

The selected contractor will provide meals for persons incarcerated in the County Jail and SWIJDC three (3) times a day according to a fixed pricing scale submitted as part of the proposal.

The selected contractor will provide menu options created by certified dietician for various meal plans including Kosher, Halal, Vegetarian, Vegan, Ovo, Lacto, Ovo-Lacto, Allergy, and others as may become necessary. All food handlers must be certified to perform their tasks.

The selected contractor will purchase upgraded/necessary equipment for the food service facility in an amount up to \$200,000. The County will reimburse the purchase price over the term of the contract. The County and the contractor will determine which equipment will be upgraded to best needs of the facility, with the County having final decision making authority.

The successful Proposal will address the following:

- Company representative located locally and accessible to the County;
- Current and past experience providing institutional food services;
- Proof of licensure to do business in Idaho;
- Ability and willingness to comply with facility-required security and other standard operating procedures;
- Employee training and inmate training in food safety;

- Equal opportunity employment and competitive wages;
- At least two employees and one supervisor per shift to oversee inmate assistance and food preparation. No commissioned deputies will be assigned to provide direct supervision of the kitchen area. If the contractor requires a deputy to be assigned, the financial impact of staffing a kitchen deputy will be added to the contractor's cost estimate. Deputies will be present for security checks, and available via radio. Jail food service operations take place in secure areas monitored by closed circuit cameras.
- Order, store, inventory all food products;
- Deliver high quality food services that can be audited against established nutritional and health standards for the least possible cost per meal;
- Operate the food services program using corrections-experienced and professionally trained personnel;
- Develop and implement a written food services plan with clear objectives and policies;
 - plan must address the contractor's provision of one snack a day for the SWIJDC, three (3) meals a day, including sack lunches for work release and others, served at 6:30 a.m., 12:00 p.m., and 5:00 p.m. in the Jail, Work Center, and SWIJDC.
 - Such plan must provide authority for the Sheriff and the Director of the SWIJDC to require the contractor to issue billing credits commensurate with the value of anticipated damage associated with the contractor's failure to timely perform any of its inmate-related services under the Contract.
- Develop and implement a capital equipment and small kitchen wares maintenance and replacement program, including major appliance and equipment upgrades that will be repaid by the County over the course of the contract.

1. Scope and Requirements Specifically for County Jail.

- All meals must meet the following standards, which are incorporated into this RFP by reference. All adult meals must meet USDA nutritional standards, and Idaho Jail Standards requirements (see **Attachment 1**),
- Create at least two (2) 28-day cycle menus, which includes special inmate diets, that meet or exceed applicable minimum caloric and dietary standards as established by the American Correctional Association and Idaho Jail Standards for the adult inmate population; and
- Use inmate labor to prepare and deliver all meals in the Jail and Work Center.
- Textured Vegetable Protein will not be offered for any meal.
- Offer separately prepared staff meals twice per day (lunch and light dinner) for service in the jail staff break room and provide light morning meal (e.g. "continental breakfast" consisting bread/pastry products, fruit, juice, bars, and potential, occasional protein).

2. Scope and Requirements Specifically for SWIJDC

- Specific Contract Requirements for SWIJDC. SWIJDC participates in the National School Lunch Program and the National Breakfast Program, which is administered by the Idaho State Department of Education ("SDE"). Participation in these programs requires compliance with numerous federal regulations. In particular, the requirements

contained in Federal Regulation 7 CFR Parts 210, 215, 220, 225, 226, 240, and 250; 2 CFR 200 and RCW Chapter 28A. **These provisions must be included in the contract resulting from this RFP process, which has not yet been drafted, in order to comply with state and federal regulations.** Upon request, the County will provide the text of these various regulations. No contract will be awarded unless the contractor agrees to these terms.

- In order to assure that the contract resulting from the RFP, which has not yet been drafted, the successful contractor must indicate consent to agree to all terms listed in **Attachment 7** which is the “Food Service Management Company Contract List” utilized by the SDE in reviewing contract compliance.
 - For convenience, the County has indicated in **Attachment 7** which terms it believes will be required in the contract by noting “*REQUIRED TERM*” in the Contract Reference column of **Attachment 7** and “N/A” for the requirements the County does not believe will be applicable to its contract. These notations are not final and are subject to change at the request of the County or by the SDE.
 - Once a contract is drafted by the parties, the SDE will conduct a compliance review of the final contract prior to execution of the contract.
- The selected Contractor will provide meals to juvenile detainees in the SWIJDC three (3) times a day according to a fixed pricing scale submitted as part of their proposal;
 - Contractor shall prepare food off-site and deliver meals to SWIJDC. Youths receive three meals and a snack daily served in individual portions. All food is delivered to the SWIJDC, and then distributed by County staff. The distribution kitchen is located in Canyon County’s Adult Jail.
 - The selected Contractor will be expected to create at least two (2) 28-day cycle menus, which includes special diets that are nutritionally sound, varied, and aesthetically pleasing meals in accordance with the requirements of the following regulations, rules, and standards:
 - Nutrition Standards found in the National School Lunch and School Breakfast Programs, 7 CFR Parts 210 and 220;
 - The Buy American provision was added to the National School Lunch Act (NSLA) by Section 104(d) of the William F. Goodling Child Nutrition Reauthorization Act of 1998 (Public Law 105-336). Section 12(n) to the NSLA (42 USC 1760(n)), requires school food authorities to purchase, to the maximum extent practicable, domestic commodity or product. The Buy American provision (7 CFR Part 210.21(d)) is one of the procurement standards proposers must comply with when purchasing commercial food products served in the school meals programs;
 - Idaho Secure Juvenile Detention Standards , IDAPA 05.01.02 (**Attachment 2**);
 - The breakfast meal delivered to the SWIJDC must be supplemented by a snack to be distributed during the mid-morning break;

a) Contractor's Responsibilities

- The selected Contractor shall be required to provide food services to the youth housed in County facilities. The work detailed shall proceed with promptness and diligence and shall be executed in accordance with the highest professional workmanship standards in the field and to the satisfaction of the County.
- In addition to the specifications outlined in this section, contractors must be able to comply with the regulations and requirements therein. Contractor will be responsible for keeping abreast with changes to all laws and regulations governing the services provided during the term of the contract.
- The Contractor shall be responsible for the purchase, maintenance, and control of food and supplies, and the provision of meals that are to be delivered to the SWIJDC in accordance with the menu requirements, meal service requirements, quality requirements, and sanitation requirements established in this RFP, its attachments, and the Contract.
- Contractor must comply with the USDA Nondiscrimination Statement located at <https://www.fns.usda.gov/civil-rights/usda-nondiscrimination-statement-other-fns-programs>.
- Contractor shall, at all times, observe and comply with all Federal, State, local and municipal laws, ordinances, rules and regulations in any manner affecting the contract, which shall include 7 CFR § 210.14(a); 7 CFR 2010.16(d); Appendix II of 2 CFR 200(B); Appendix II of 2 CFR 200(E); Appendix II of 2 CFR 200(G); and Appendix II of 2 CFR 200(A).

b) Operational Requirements

- Food Labeling
 - The Contractor shall possess or develop a system, including a time coding system that will prevent expired foods from being delivered to SWIJDC facilities.
 - Individual meals will indicate the date of production, batch number, and the date of expiration for each batch of food prepared.
- Temperatures
 - Temperatures for refrigerated foods, fruit, vegetables, snack foods requiring refrigeration, milk, and juice products shall be maintained between 35 degrees Fahrenheit and 40 degrees Fahrenheit during transport, and upon County's acceptance of delivery.
- Purchasing

The minimum grade specifications are to be as follows for youth meals:

 - Beef- U.S.D.A. Select or better;
 - Lamb- U.S.D.A. Select or better;
 - Processed Meat must be from a U.S.D.A. government inspected plant;
 - Poultry- U.S.D.A. Grade B or better;
 - Dairy- Eggs U.S.D.A. Graded A;

- Fresh Fruits and Vegetables- U.S.D.A. Grade A;
- Canned Fruits or Vegetables- U.S.D.A. Grade B or better; and
- Frozen Fruits and Vegetables- U.S.D.A. Grade B or better.

c) Meal Service

- The Contractor shall provide all specified meal service for the youth regardless of holidays, weather conditions, work stoppages, or any other adverse or emergency conditions that shall occur.
- If, for any reason, the Contractor fails to provide food service, the SWIJDC shall obtain the required meal(s) from the most expedient source, and the awarded Contractor shall be responsible for any and all charges, including consequential expenses incurred by SWIJDC for food service. Charges will be deducted from outstanding invoices and additional damages may be imposed.

d) Estimated Meals

- Estimated youth meals, snacks, and bag lunches are as follows:
 - Youth Meals

Average Number of Youth	Meals per Day	Total meals per Day	Meals per week	Meals per year
30	3	90	630	32,850

- Youth Snacks (a snack for evening consumption is provided with dinner services in compliance with 7 CFR 210)

Average Number of Youth	Snacks per Day	Total Snacks per	Snacks per week	Snacks per year
30	1	30	210	10,950

- The youth population housed varies. Contractor shall react on short notice to supply meals to a changing youth population.
- Contractor should plan to deliver meal quantities as specified above. Facility food service manager will be in contact with Contractor to provide approximate meal count 2-3 days in advance. Meal count will include a provision for increased intake should the population average increase.
- Special holiday menus shall be designed and approved by the SWIJDC for New Year's Day, Easter, Thanksgiving, and Christmas that meet all the guidelines of USDA National School Lunch and School Breakfast Program and other minimum standards for Juvenile Facilities.

- Condiments shall be provided as single-serve packets.
 - Daily delivery shall be between 5:30 a.m. and 7:00 p.m. Delivery timeframes can be amended as mutually agreed upon. A \$150 daily penalty will be imposed late deliveries.
- e) **Nutritional Requirements**
- Youth meals and snacks must meet the all nutritional requirements specified in 7 CFR Sections 210 and 220, in addition to any other requirements of the National School Lunch and School Breakfast Programs.
- f) **Medical, Religious and other Special Diets**
- Religious, medical and other specialized diets shall be accommodated. Contractor shall be notified of all medical, religious or other special diets with a corresponding prescription or instruction to ensure accurate accommodation of the special meal.
- g) **Meal Variation**
- Menus shall be planned to provide a variety of foods, thus preventing repetitive meals. Prior to final approval by the facility director, menus shall be approved by a registered dietitian, provided by the Contractor, before being scheduled for production.
 - Final menus will be approved by the facility director three months in advance.
 - Changes to approved menus will need to be submitted two weeks in advance.
 - County reserves the right to sample/taste food before being served to youth.
 - All changes will be noted in writing and the corrected menu will be filed with SWIJDC.
- h) **Deliverables/Reports**
- The Contractor will report to SWIJDC information regarding services provided including but not limited to the following:
- Monthly reports:
 - Daily record of meals served;
 - Daily and/or weekly summary records documenting all applicable Contractor and food service industry standard quality assurance procedures, to include the testing of temperatures in the refrigeration, cooking and serving areas and any other records necessary to meet health care standards;
 - All records necessary to document the minimum portion standards and nutritional adequacy of each meal served; and
 - Documentation of menus as actually served, including food-based nutritional analysis, recipes, and portion sizes of each menu:

- Nutrient analysis must be based on the cooked weight or volume of individual portions;
- The analysis must include weekly summaries of nutrients (kilocalories, protein, carbohydrates, fat, vitamins, and minerals). The analysis also must summarize the amount of sodium, cholesterol, and the percent of kilocalories supplied by saturated fat on a daily and weekly basis;
- Allergen Report tracking the current commonly recognized allergen components as defined by the Food Allergen Labeling and Consumer Protection Act of 2004 (FALCPA), currently listed are: wheat, dairy, eggs, soy, shellfish, fish, peanuts, tree nuts, and sesame;
- Documentation of menus as actually served, including food labels used in preparing meals with additional information regarding the meals in the Allergen Report as mentioned above; and
- In the event of an audit, Contractor shall provide all documentation including menus, production records, recipes, labels, and product formulation statements at no cost to the County.

C. County Responsibilities

- Provide initial capital equipment and serving supplies, at the time contract performance begins. The successful contractor is expected to offer a capital equipment and small kitchen wares maintenance and replacement program for the County's approval. If the Contractor requires the County to maintain and replace such equipment and wares, the expense of such will be added to the Contractor's cost estimate;
- Make available a minimum of ten (10) inmate workers per kitchen shift to assist in the preparation, service, processing, cleaning, etc. of the food service operation;
- Provide desk, chair, visitor's chair, filing cabinet, and individual storage lockers for Contractor and Contractor's employees;
- Reserve the right to refuse access to Contractor staff at any time for any reason. All Contractor employees entering the secured area of the Jail will be subject to search at any time. All employees and their belongings will be subject to search upon entry and exit. No tobacco, prescription medications, or cell phones are allowed within the secure portion of the facility and must be stored in the lockers in the safety vestibule made available to the Contractor and Contractor's employees. These lockers may be searched at any time.

D. Commissary Scope and Requirements

The County requests proposals for the provision of automated commissary services at the Canyon County Jail that will require minimal involvement from the County. The County currently receives food and commissary services from the same contractor, but reserves the right to enter separate contracts for these two services.

The commissary system must integrate with the County's inmate communications system, currently Lockdown and Telmate/Viapath, but may be subject to change within the first year of the commissary services contract. The contractor shall make categories of CCSO-approved commissary products available for purchase, including hygiene products, stationary materials, snacks, good, personal care items, and other goods. All commissary goods will be stored off site and shipped directly to the inmate, or provided in a manner approved by CCSO.

A wide variety of items is requested in order to reduce the possibility of contraband entering the facility. All food items must be wrapped/packaged and dated for individual consumption. All containers shall be made of non-breakable materials. All consumable products shall contain no alcohol. The selected contractor shall not substitute ordered products, and must maintain a minimum of 98% completed fill rate.

The successful Proposal will:

- Provide a local customer service representative;
- Have experience providing similar services;
- Be licensed to do business in Idaho;
- Have the ability and willingness to comply with facility-required security and other SOP;
- Provide equal opportunity employment and competitive wages;
- Have ability to integrate with CCSO inmate communication system to fulfill commissary orders and take payments remotely ability to migrate to new inmate communications system if necessary;
- Maintain a 98% fill rate at the facility;
- Provide off-site storage and direct delivery of purchased commissary goods directly to inmates;
- Deliver high quality food products and other goods;
- Agree to provide the County a commission on gross sales, other than indigent products, in an amount not less than 25% of net sales. Contractors should offer their best terms at the time of proposal.

The County will assist in facilitating the delivery and return of commissary products to inmates to the extent necessary but prefers minimal involvement in day to day commissary operations.

The County reserves the right to refuse access to Contractor's staff at any time for any reason.

III. REQUIRED PROPOSER INFORMATION

The various sections of this RFP are intended to provide each potential Proposer with the opportunity to document/demonstrate its qualifications and the suitability of its proposed solution to the County's identified need.

Proposals must adhere to the structure outlined in the RFP. Proposals that do not adhere to the structure may be disqualified from review.

The structure of the proposal shall be as follows:

A. Cover Letter

1. Use your firm's letterhead. Address the cover letter to:

Canyon County
Board of County Commissioners
1115 Albany Street
Caldwell, Idaho 83605
2. Identify the submitting firm by name, main business office, field office conducting work (if applicable), and contact person.
3. Identify the firm's parent corporation by name and business location. If the firm has no parent corporation, state that this is the case. State whether you have read the RFP and are prepared to comply with contractual requirements.
4. Include a brief statement of the firm's understanding of the work.
5. Prove any additional explanatory information that is necessary or helpful.
6. For Food Services Proposals Only: Acknowledge and agree to all necessary regulatory terms required for compliance with the National School Lunch Program and School Breakfast Program as set forth in **Attachment 7**.
7. Signature of Company Principal authorized to sign contracts.

B. Table of Contents

C. Overview of Firm

1. Briefly summarize the history of your firm.
2. Describe the management structure of your firm.
3. Disclose any claims or unresolved claims currently ongoing or pending, and/or any potential or anticipated litigation.

D. Proposer Financial Report

The Proposer must provide a copy of its most recent corporation annual report. If no annual report is available, the Proposer must provide the latest audited financial report prepared by a certified public accountant. In no case shall the Proposer's accounts payable be in arrears greater than thirty (30) days. If this information is considered confidential by the Proposer, it will be clearly labeled as such and presented in a separate sealed envelope with the RFP response package.

E. Experience

Describe the expertise your firm has to provide food services and jail commissary services. Please include a short discussion of technical qualifications, awards, publications, studies, typical projects, etc. that demonstrate a thorough knowledge and professional competence.

F. List of Similar Contracts

Describe local, regional or national projects of a similar size and scope in which the Proposer has been involved.

G. Customer Reference List

The Proposer will provide a list of customers who have used your services. Customers on each Proposer's list (and any other the County may select) may be contacted. The customers will be interviewed in multiple areas including but not limited to the ability, capability, and skill of the Proposer to perform the contract or provide the services required, the character, integrity, reputation, judgment and efficiency of the Proposer. The majority of the customers must respond positively in order for the Consultant to be successful in this portion of the valuation.

Please provide references, names, addresses and phone numbers of firms that have dealt with designated team individuals on at least three (3) other similar projects.

H. Proposer's Staff

Identify the specific qualifications of the people who will actually perform the project and the firm's ability to manage multiple projects simultaneously. All proposer's personnel with professional licensure, certification, or registration must be licensed to practice in the state of Idaho or work under the direct supervision of a professional licensed in the state of Idaho.

I. Statement of Approach

The proposal should be clear and to the point. How will your firm's solution to the County's need, as articulated in this RFP, be created and executed? What services will be offered, and how?

J. Completed Proposal Form

K. Acknowledgment of Receipt of all RFP Addendum

Provide, in writing, an acknowledgment of all addendum to the RFP, specifically referencing each addendum by date.

IV. EVALUATION PROCESS

A. Introduction

All proposals received in response to this RFP will be evaluated by the Canyon County Sheriff's Office and the SWIJDC to determine which proposal, if any, meets the County's needs.

B. Validation Against Requirements

All proposals submitted will be check in detail for compliance with the mandatory requirements set forth in this RFP.

During the validation process, the County may find it necessary to request additional information from the Proposer.

C. Compliance

Each proposal will be evaluated to determine its responsiveness to the requirements specified in this RFP.

D. Correction of Errors

If errors are found in a proposal, the County may reject the proposal; however, the County may at its sole option, correct arithmetic or transposition errors on the basis that the lowest level of detail will prevail in any discrepancy.

In the event of a discrepancy between the quantities cited in the narrative description and proposed contract quantities and information submitted for evaluation purposes, the quantities cited in the narrative shall govern the quantities and summarization shall be recomputed accordingly.

E. Selection

The proposals will be ranked based on the points assigned to each item listed below.

- | | |
|---|-----------|
| 1. Compliance with RFP requirements: | 5 points |
| 2. Experience: | 25 points |
| 3. References: | 10 points |
| 4. Statements of Approach | 25 points |
| 5. Cost: | 25 points |
| 6. Perceived congruence of Proposer's solution with the County's needs: | 10 points |

F. Protest of Contractor Award

Any actual Proposer who is aggrieved in connection with the award of the contract may submit a protest in writing to the Clerk of the Board County Commissioners via U.S. Mail at 1115 Albany Street, Caldwell, Idaho 83605 or via email at boce@canyoncounty.id.gov. No facsimile protests will be accepted. The protest shall be submitted within seven (7) calendar days after the County gives notice of intent to award the contract to a named contractor. The notice of intent to award the contract precedes the signing of a contract with the chosen Contractor. The protest must set forth in specific terms the alleged reason the contract award is unlawful or in violation of process or clearly expressed public policy.

V. GENERAL TERMS & CONDITIONS

A. Selection

The County will rank proposals in order of preference pursuant to the County's criteria contained within this RFP at Section IV, subsection E.

B. Scope of RFP

This RFP contains the instructions governing the requirements for submission of proposals by interested parties, the materials to be included therein, the other requirements that must be met.

C. Procedure

Sealed proposals submitted pursuant to this RFP must be received by the office of the Board of County Commissioners, Canyon County Courthouse, 1115 Albany Street, Caldwell, Idaho, 83605, no later than **9:29 a.m., Thursday, August 31, 2023**. Two (2) paper copies of the proposal and one (1) digital "pdf" copy must be supplied at the time of submission. Late proposals will not be accepted, opened, or considered. Each proposal shall include the legal name of the Proposer and a statement indicating whether the Proposer is a sole proprietor, a partnership, a corporation or other legal entity, and shall be signed by the person or persons legally authorized to do so.

D. Pre-Proposal Conference

A pre-proposal conference will be held at **11:00 a.m. on Monday, August 14, 2023** beginning at the Administration Building's Public Meeting Room located on the first floor at 111 North 11th Avenue, Caldwell, Idaho 83605. Contractors interested in responding to the RFP will be provided an opportunity to view the County Jail food preparation and serving areas, meet with County personnel, and discuss the content of the RFP in further detail.

E. Proposer's Questions

Written, signed questions in response to this RFP must be received at the office of the Board of County Commissioners, Canyon County Courthouse, 1115 Albany Street, Caldwell, Idaho, 83605, no later than **9:30 a.m., Wednesday, August 16, 2023**. Proposers may submit questions/clarifications via U.S. Mail or email to bocc@canyoncounty.id.gov. No facsimile questions/clarification will be accepted. The County will respond to timely submitted questions by issuing addendum(s) to this RFP in accordance with the Calendar of Events included in this RFP. No verbal answers will be binding on the County.

F. Pre-Proposal Protest/Question/Clarification Process

1. Protest of RFP Requirements, Standards, Specifications, or Process

Any Proposer who wishes to protest the requirements, standards, specifications, or process outlined in this RFP may submit a written, signed notification to the Clerk of the Board of County Commissioners, via U.S. Mail at 1115 Albany Street, Caldwell, Idaho 83605 or by email at bocc@canyoncounty.id.gov, to be received no later than **9:30 a.m., Wednesday, August 16, 2023**. No facsimile protests will be accepted. The notification shall state the exact nature of the protest, describing the location of protested portion or clause in the proposal document and explaining why the provision should be struck, added, or altered, and contain suggested corrections. The Commissioners may deny the protest, require that the proposal be modified, modify the proposal, and/or reject all or part of the protest.

2. Questions and Clarifications

Questions or clarifications to the RFP will be considered only if they are submitted in writing and received by Clerk of the Board of County Commissioners via U.S. Mail at 1115 Albany Street, Caldwell, Idaho 83605 or via email at bocc@canyoncounty.id.gov no later than **9:30 a.m., Wednesday, August 16, 2023**. No facsimile questions or clarifications will be accepted. All clarifications and answers will be addressed as a written addendum to the proposal. No verbal clarifications or answers will be binding on the County or the Proposer.

G. Proposer's Costs

Costs for preparing and presenting proposals are entirely the responsibility of the Proposer and shall not be chargeable to the County.

H. Delivery to County

It is the Proposer's responsibility to ensure that proposals are received on time. No facsimile or emailed proposals will be accepted.

I. Calendar of Events

The follow is a schedule of events concerning the proposal process: (Note: Unless specifically provided otherwise, all events will take place in the Commissioners' Meeting Room on the first floor of the Canyon County Courthouse, 1115 Albany Street, Caldwell, Idaho 83605).

1. Distribution of RFP..... 9:30 a.m., Tuesday, July 25, 2023
2. Publication of Legal NoticeAugust 1 and August 8, 2023
3. Pre-Proposal Conference (Admin Bldg. PMR)11:00 a.m., Monday, August 14, 2023
4. Questions/Clarifications and/or Written Objections to
Specifications and/or Procedures Due 9:30 a.m., Wednesday, August 16, 2023
5. Addendum No. 1 9:30 a.m., Tuesday, August 22, 2023
6. Addendum No. 2 9:30 a.m., Thursday, August 24, 2023
7. Proposals Due 9:29 a.m., Thursday, August 31, 2023
8. Proposals Opened 9:30 a.m., Thursday, August 31, 2023
9. Selection Process Begins 9:30 a.m., Thursday, August 31, 2023
10. Board Notice of Intent to Award
Contract (*Tentative*) 9:30 a.m., Thursday, September 7, 2023
11. Objections to Award (*Tentative*) 9:30 a.m., Thursday, September 14, 2023
12. Board Award of Contract(s) (*Tentative*) 9:30 a.m., Thursday, September 21, 2023

J. Acceptance and Rejection of Proposals

The County reserves the right to reject any or all proposals, or any part thereof, to accept the proposal that is in the best interest of the County, as determined by the Board of County Commissioners. The County's decision shall be final in all respects. The County's waiver of a minor defect shall in no way modify the RFP or excuse the Proposer from full compliance with its specifications. The County reserves the right to let separate contracts on any aspect of the Project.

Proposals that contain false or misleading statements, or which provide references that do not support an attribute or condition claimed by the Proposer, may be rejected. If, in the opinion of the County, such information was intended to mislead the County in its evaluation of the proposal, such proposal shall be rejected.

K. Disclosure of Proposal Information

As provided in the RFP, discussions may be conducted with responsible Proposers who submit proposals determined to be reasonably susceptible of being selected for award. After the opening of the proposals by the County, the proposals, except for financial information deemed confidential by the Proposer, shall be considered "public records" as defined in I.C. § 74-101 and shall be

available, if requested, for public inspection pursuant to I.C. § 74-102. The proposer must separately seal any financial information the Proposer deems confidential, and by submitting a proposal agrees to indemnify and hold harmless Canyon County for barring this confidential material from public inspection.



L. Signature of Proposer's Agent

Each proposal and any clarification to that proposal shall be signed by an officer of the proposing company or a designated agent empowered to bind the firm in a contract.

DATED this 25th day of July, 2023.

CANYON COUNTY BOARD OF COMMISSIONERS

☒ Motion Carried Unanimously
☐ Motion Carried/Split Vote Below
☐ Motion Defeated/Split Vote Below

	Yes	No	Did Not Vote
 _____ Commissioner Leslie Van Beek	_____	_____	_____
 _____ Commissioner Brad Holton	_____ <input checked="" type="checkbox"/> _____	_____	_____
<u>did not participate</u> _____ Commissioner Zach Brooks	_____	_____	_____

ATTEST: CHRIS YAMAMOTO, CLERK

By: J Ross

Deputy Clerk

IDAHO JAIL STANDARDS



STANDARDS FOR DETENTION FACILITIES

IDAHO SHERIFFS' ASSOCIATION

IDAHO SHERIFFS' ASSOCIATION JAIL STANDARDS

Originally created in 1978 with major revisions in 1990 as a result of a collaborative effort funded by grant number 89-J01 GHD6 from the National Institute of Corrections and the Department of Justice. Points of view or opinions stated in this document are those of the authors and do not necessarily represent the official position of policies or the U.S. Department of Justice. Subsequent revisions made in 2003, 2004, 2006, 2009, 2010, 2011, 2013, 2014, 2015, 2017, 2018, 2019

Revision: December, 2019

JAIL STANDARDS COMMITTEE

2019

Sheriff Paul Wilde (chair)
Bonneville County

Sheriff Steve Anderson (v-chair)
Jefferson County

Sheriff Chad Huff
Payette County

Sheriff Tom Carter
Twin Falls County

Sheriff Patti Bolen
Valley County

Sheriff Ben Wolfinger
Kootenai County

Sheriff Kelly Wells
Caribou County

Sheriff Lorin Nielson
Bannock County

Sheriff Shaun Gough
Gooding County

Sheriff Steve Penner
Lemhi County

Sheriff Perry Grant
Owyhee County

Sheriff Jim Jeffries
Power County

Sheriff Matt Thomas
Washington County

Sheriff Kieran Donahue
Canyon County

Sheriff Dave Kramer
Boundary County

Sheriff Daryl Wheeler
Bonner County

Sheriff Ryan Zollman
Adams County

Sheriff Mike Gunderson
Shoshone County

Capt. Brian Covert
Bonneville County

Capt. Doug Hughes
Twin Falls County

Lt. Shauna Gavin
Elmore County

Capt. Tad Bybee
Bannock County

Capt. Mark Cowley
Bingham County

Tim Higgins
IDOC

Rebecca Ramey
P.O.S.T.

Carl Ericson
ICRMP

Vaughn Killeen
Executive Director

Cindy Malm
Jail Standards Coordinator

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CHAPTER 7

SECURITY AND CONTROL

07.01 The facility has written policy and procedure to govern all aspects of facility security and control and addresses, at a minimum, the following: **(M)** (Revised 12/09)

- a. Inmate supervision and management;
- b. Inmate and facility searches and contraband control;
- c. Control of keys, tools and weapons;
- d. Security inspections and maintenance of security systems; and
- e. Emergency procedures.

Inmate Supervision and Management

07.02 Facility employees physically observe all inmates at least every sixty (60) minutes on an irregular schedule and the time of all such checks is to be logged. **(M)** More frequent checks are made of persons who are suicidal, who have special needs, or who pose a threat to the safety of the facility warranting closer observation. **(M)** (Revised 12/09) (Revised 12/19)

07.03 Inmates authorized to participate in programs outside the jail shall be supervised based on their risk to the community. **(M)** (Revised 12/09) (Revised 12/17)

07.04 Policies governing supervision of female inmates by male employees and male inmates by female employees are based on equal employment opportunity and inmate privacy needs. **(M)** Except in emergencies, or the safety of the inmate is in question, facility employees are not permitted to observe inmates of the opposite sex in toilet and shower areas. **(M)** Male and female employees are available, as needed, to conduct or assist in the admissions process of female and male inmates, conduct searches of inmates, and perform other sensitive procedures involving inmates. **(M)** (ref. 03.03) (Revised 12/03) (Revised 12/09)

07.05 The facility has a system to physically count inmates. At least three (3) documented inmate counts, during which the inmates' physical presence is confirmed, shall be conducted every twenty-four (24) hours. **(M)** (Revised 12/09)

07.05.01 At least one (1) count shall be conducted each shift.

07.05.02 The system shall also provide strict accountability of inmates on work release, educational release, or other temporary leave status who may be absent from the facility for certain periods of the day.

07.06 The facility has staff located in or adjacent to inmate housing areas to permit facility employees to hear and respond promptly to problems or emergency situations. Where staff posts are not located in or adjacent to inmate housing areas, an audio electronic surveillance and communication system is available. **(M)** (Revised 12/09) (Revised 12/17)

07.07 Visual electronic surveillance equipment, where available, is used primarily to monitor hallways, stairwells, points of access through the security perimeter, and common areas. **(R)** If inmate living areas

are visually monitored with electronic equipment, provisions are made to shield shower and toilet areas to protect inmate privacy. **(M)** (Revised 12/09) (Re-numbered 12/17)

- 07.08** There is a written policy regarding the use of physical force by facility employees and the use of force is restricted to instances of justifiable self-protection, the protection of others or property, the prevention of escapes, or the suppression of disorder and then only to the degree necessary to restore order. **(M)** (Revised 12/09) (Re-numbered 12/17)

07.08.01 The use of physical force as punishment is prohibited. **(M)** (Revised 12/09)

07.08.02 Prior to the end of shift, or as soon as practical, following any use of force, facility employees prepare a written report for review. **(R)** (Revised 12/03) (Revised 12/09) (Revised 12/17)

- 07.09** Restraint equipment is used only as a precaution against escape during transfer or as prevention against inmate self-injury, injury to others, or damage to property. **(M)** (Revised 12/09) (Revised and Re-numbered 12/17)

07.09.01 Restraint equipment is applied only for the time absolutely necessary. **(M)** (Revised 12/03) (Revised 12/09)

07.09.02 The use of restraint equipment, other than for routine use during transfer, is approved by the supervisor or senior employee on-duty and documented in a report. **(M)** (Revised 12/09) (Revised 12/19)

Security

- 07.10** The facility has a security perimeter to prevent access to the facility by unauthorized personnel. **(M)** (Revised 12/09) (Revised 12/11) (Re-numbered 12/17)

- 07.11** All security perimeter entrances, cell block doors, and doors opening into a corridor within the security perimeter are kept locked except when in use and doors to vacant units, unoccupied cells, and storage units are kept secured. **(R)** (Revised 12/09) (Re-numbered 12/17)

- 07.12** The facility administrator or his/her designee conducts at least weekly inspections of all locks, bars, windows, floors, walls, ventilator covers, access plates, glass panels, protection screens, doors and other security equipment. **(R)** The date, time, and results of these inspections are recorded on a checklist or log and identified problems are promptly corrected. **(R)** (Revised 12/09) (Re-numbered 12/17)

Searches and Contraband Control

- 07.13** The facility administrator maintains a list of items designated as contraband and contraband is described in inmate rules and visiting rules and employees are familiar with items included on the list. **(R)** (Revised 12/09) (Re-numbered 12/17)

- 07.14** The facility has a facility search plan for the control of contraband which provides for unannounced and irregularly timed searches of cells, dayrooms, and activity, work or other areas accessible to inmates. **(R)** (Revised 12/09) (Re-numbered 12/17)

- 07.15** Contraband control procedures provide for the inspection of all materials and supplies coming into the facility. **(M)** (Revised 12/09) (Re-numbered 12/17)

IDAPA 05 – IDAHO DEPARTMENT OF JUVENILE CORRECTIONS

Community, Operations, and Program Services

05.01.02 – Rules and Standards for Secure Juvenile Detention Centers

Who does this rule apply to?

This rule applies to county juvenile detention centers in Idaho.

What is the purpose of this rule?

This rule ensures safe and lawful operation of county juvenile detention centers consistent with the principles of accountability, community protection, and competency development.

What is the legal authority for the agency to promulgate this rule?

This rule implements the following statute passed by the Idaho Legislature:

State Prison and County Jails -

Juvenile Corrections Act:

- [Section 20-504, Idaho Code](#) – Duties of The Department of Juvenile Corrections

Who do I contact for more information on this rule?

Idaho Department of Juvenile Corrections

P.O. Box 83720

Boise, ID, 83720

Phone: (208) 334-5100

Fax: (208) 334-5120

Email: ContactUs@idjc.idaho.gov

Website: <http://www.idjc.idaho.gov>

OR

Idaho State Police, Peace Officer Standards and Training

700 South Stratford Drive

Meridian, Idaho 83642

Phone: (208) 884-7250

Fax: (208) 884-7295

<http://www.post.idaho.gov>

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04. Seizure and Disposition of Contraband. The detention center shall have written policy and procedures which explains the chain of custody to govern the handling and/or disposal of contraband. All contraband found during detention center or juvenile offender searches shall be seized and processed according to detention center policy, including involvement of law enforcement, if appropriate. The seizure and disposition of the contraband shall be documented. When a crime is suspected to have been committed within the detention center, all evidence shall be maintained and made available to the proper authorities. (3-31-22)

228. SECURITY DEVICES.

01. Key Control. The detention center shall have policy and procedures in place to govern key and tool control. (3-31-22)

02. Security Devices. The detention center shall have written policy and procedures that govern the use of security devices. Detention center employees shall use only security equipment on which they have been properly trained and is issued through, or authorized by, the detention center administrator. The facility shall maintain documentation of proper training. (3-31-22)

03. Weapons Locker. The detention center shall provide a weapons locker or similar arrangement at security perimeter entrances for the temporary storage of weapons belonging to law enforcement officers who must enter the detention center. (3-31-22)

229. (RESERVED)

230. FOOD SERVICES.

The detention center shall have written policy and procedures which govern food service. If food is not obtained through a food service contract from an outside source, the detention center's food service operation shall be supervised by a designated employee who has experience and/or training in meal preparation, menu planning, staff supervision, ordering procedures, health and safety policies, theft precautions, and inventory control. If food is obtained through a food service contract from an outside source, provisions shall be made to assure that the contractor complies with the applicable section of these rules. (3-31-22)

231. (RESERVED)

232. SPECIAL DIETS.

The detention center shall have written policy and procedures which govern special diets. (3-31-22)

01. Special Diets, Medical. Special diets prescribed by a physician shall be followed according to the orders of the treating physician or dentist. (3-31-22)

02. Special Diets, Religious. Provisions should be made for special diets when a juvenile offender's religious beliefs require adherence to particular dietary practices. (3-31-22)

233. DIETARY RECORDS.

01. Food Service Records. The detention center shall maintain an accurate record of all meals served to juvenile offenders, including special diets. All menus shall be planned, dated, and available for review at least one (1) week in advance. Notations shall be made of any changes in the menu. Menus shall be kept at least one (1) year after use. (3-31-22)

02. Review of Menus. Menus and records of meals served shall be reviewed on a regular basis at least annually by a licensed dietitian, physician or nutritionist to verify nutritional adequacy or shall meet the current guidelines of the National School Lunch Program. The detention center shall maintain documentation of the dietitian's, physician's or nutritionist's review and verification. Subsequent menus shall be promptly revised to eliminate any deficiencies noted. (3-31-22)

234. MEALS.

01. Providing Meals. The detention center shall have written policy and procedures which govern the providing of meals. Three (3) meals, at least two (2) of which includes a hot entree, shall be served daily. (3-31-22)

a. Meals must be served at approximately the same time every day. No more than fourteen (14) hours shall elapse between the evening meal and breakfast the next day unless an evening snack is served. If snacks are provided, up to sixteen (16) hours may elapse between the evening meal and breakfast. (3-31-22)

b. Juvenile offenders out of the detention center attending court hearings or other approved functions when meals are served shall have a meal provided upon their return if they have not already eaten. (3-31-22)

c. If meals are provided to staff, the menu should be the same as provided to juvenile offenders. (3-31-22)

d. The health authority or a medical employee shall be notified when a juvenile offender does not eat three (3) consecutive meals. (3-31-22)

02. Withholding of Meals as Disciplinary Sanction Prohibited. The detention center shall have written policy and procedures which dictate that meals shall not be withheld from juvenile offenders, nor the menu varied as a disciplinary sanction. (3-31-22)

03. Control of Utensils. The detention center shall have a control system for the issuance and return of all food preparation and eating utensils. (3-31-22)

235. FOOD SERVICE SANITATION.

01. Written Policy and Procedures. The detention center shall have written policy and procedures to govern food service sanitation. Food service and related sanitation practices shall comply with the requirements of the state health department or other appropriate regulatory body. The detention center's food service operation shall be inspected in the manner and frequency mandated by local health authorities. The detention center administrator shall solicit at least an annual sanitation inspection by a qualified entity. The results of such inspections shall be documented and the detention center administrator shall take prompt action to correct any identified problems; (3-31-22)

236. -- 239. (RESERVED)

240. SANITATION AND HYGIENE.

01. Sanitation Inspections. Written policy and procedures shall provide that the detention center be maintained in a clean and healthful condition and that the detention center administrator or designee shall conduct monthly sanitation and maintenance inspections of all areas of the detention center. (3-31-22)

02. Vermin Control. The detention center shall have a plan for the control of vermin and pests which includes inspections and fumigations, as necessary, by a licensed pest control professional. (3-31-22)

03. Housekeeping Plan. The detention center shall have a written housekeeping plan for all areas of the physical plant which provides for daily housekeeping and maintenance by assigning specific duties to juvenile offenders and staff. All work shall be assigned and supervised by detention center employees. No juvenile offender shall be allowed to assign work to other juvenile offenders. (3-31-22)

04. Maintenance and Repair. The detention center shall have written policy and procedures to provide that all plumbing, lighting, heating and ventilation equipment, furnishings, and security hardware in juvenile offender living areas shall be kept in good working order. Any broken fixture, equipment, furnishings, or hardware shall be promptly repaired or replaced. Painted surfaces shall not be allowed to become scaled or deteriorated. (3-31-22)

05. Water Quality. The water shall meet all current standards set by the applicable state and local

PROPOSAL FORM

Project Identification: Request for Proposals for Canyon County Jail & South West Idaho
Juvenile Detention Center Food Commissary Services

This Proposal Is Submitted To:

Mailing: Canyon County Commissioners
1115 Albany Street
Caldwell, ID 83605

Physical: Canyon County
1115 Albany Street
Caldwell, ID 83605

1. PROPOSER'S DECLARATION AND UNDERSTANDING

- 1.1. This proposal is genuine and is not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; Proposer has not directly or indirectly induced or solicited any other Proposer to submit a false or sham proposal; Proposer has not solicited or induced any person, firm, or corporation to refrain from proposing; and Proposer has not sought by collusion to obtain for itself any advantage over any other Proposer or over County. Proposer further certifies that none of its principals are related within the second degree of kindred to a member of the Canyon County Board of County Commissioners or other Canyon County Elected Official.
- 1.2. By submitting this proposal, Proposer agrees that costs for developing its submittal is entirely the responsibility of the Proposer and agrees that the contents of the submittals, suggested approaches contained therein, and any supporting analysis will become the property of Canyon County.
- 1.3. For foodservice proposals: Proposer agrees to comply with all necessary regulatory terms required for compliance with the National School Lunch Program and School Breakfast Program as set forth in the RFP and in Attachment 7 to the RFP.

2. ADDENDA

Proposer hereby acknowledges that it has received and read the RFP, along with Addenda No. _____, _____, _____, (Proposer shall insert number of each Addendum received) and agrees that Addenda issued are hereby made part of the RFP Documents, and Proposer further agrees that this proposal includes impacts resulting from said Addenda.

3. PROPOSER

An Individual:

By:

Individual's Name & Signature

A Partnership:

By:

Partnership Name

Name & Signature of General Partner

Title

A Corporation:

By:

Corporation Name

State of Incorporation

By:

Name & Signature of Person Authorized to Sign

Title

[Corporate Seal]

A Joint Venture:

By:

Business Name

Name & Signature of Person Authorized to Sign

By:

Business Name

Name and Signature of Person Authorized to Sign

Each joint venturer must sign. The manner of signing each individual, partnership and corporation that is a party to the joint venture should be in the manner indicated above.

All Proposers:

Name, Phone & Fax Numbers and Address for receipt of official communications and for additional information on this Proposal:

SUBMITTED ON: _____, 2023.

BACKGROUND QUESTIONNAIRE

RFP FOR CANYON COUNTY JAIL & SOUTH WEST IDAHO JUVENILE DETENTION
CENTER FOOD COMMISSARY SERVICES

TO BE COMPLETED BY ALL INDIVIDUALS WISHING TO ENTER
THE PROJECT SITE FOR ACTIVITIES

READ CAREFULLY: ALL QUESTIONS MUST BE
ANSWERED. ANY OMISSION OR FALSIFICATION
WILL BE CONSIDERED SUFFICIENT REASON FOR
PERMANENT DENIAL OF ALL PRIVILEGES.

WARNING:

1. Being in possession of or under the influence of alcohol, drugs, or any other intoxicating substances while on the premises will result in removal from the premises and/or arrest.
2. Being in the possession of a firearm will result in permanent removal from the work site.
3. Any person wishing to enter the project site may be subject to search prior to entering the project site.

PLEASE PRINT OR TYPE LINES 1 THROUGH 12, AND SIGN IN INK. CHECK MARK
APPROPRIATE BOXES.

1. COMPLETE NAME:

2. OTHER NAMES USED:

3. DATE OF BIRTH: _____

4. RACE: _____ SEX: _____

5. EYES: _____ HAIR: _____ HEIGHT: _____ WEIGHT: _____

6. SOCIAL SECURITY NUMBER: _____
7. PRESENT ADDRESS: _____
8. PRESENT HOME PHONE: _____
9. MESSAGE PHONE: _____ CELL PHONE: _____
10. OTHER STATES RESIDED IN: _____
11. DRIVER'S LICENSE NO. AND ISSUING DATE: _____
12. HAVE YOU BEEN ARRESTED BEFORE? YES _____ NO _____

IF YES, FELONY? _____ AND/OR MISDEMEANOR? _____

13. STATE REASONS AND INCLUDE WHEN AND WHERE THE INCIDENT OCCURRED:

12. COMPANY / ORGANIZATION YOU ARE WORKING FOR WITH PHONE NUMBER:

13. AUTHORIZATION TO RELEASE INFORMATION AND INVESTIGATE:

As an individual wishing to enter the project site, I understand that I am required to furnish the above information. In this regard, I hereby authorize Canyon County Sheriff's Office to make any and all appropriate inquiries regarding or related to the above described matters and I further authorize those persons or organizations selected by Canyon County to release any and all information of a confidential or privileged nature to the Sheriff's Office.

I hereby release Canyon County, and others, from any liability or damage which may result in the furnishing of the information requested. I understand that this release binds me, my heirs, representatives, executors, administrators, assigns and my successors.

SIGNATURE: _____ DATE: _____

I CERTIFY THAT THE ABOVE LISTED INFORMATION IS TRUE AND CORRECT.

SIGNATURE: _____ DATE: _____

SUBMITTED BY:

APPROVED _____ DENIED _____

BY: _____ DATE: _____

NCIC CHECK CLEAR? YES _____ NO _____

OPERATOR: _____

NON-COLLUSION AFFIDAVIT

**RFP FOR CANYON COUNTY JAIL & SOUTH WEST IDAHO JUVENILE
DETENTION CENTER FOOD COMMISSARY SERVICES**

STATE OF _____)
) ss
COUNTY OF _____)

_____, being first duly sworn,
deposes and says that he is _____ of
(sole owner, a partner, president, secretary, etc.)

_____ the party
making the foregoing proposal; that such proposal is not made in the interest of or on behalf of
any undisclosed person, partnership, company, association, organization, or corporation; that such
proposal is genuine and not collusive or sham; that said Proposer has not directly or indirectly
induced or solicited any other Proposer to put in a false or sham proposal, and has not directly or
indirectly colluded, conspired, connived, or agreed with any Proposer or anyone else to put in a
sham proposal, nor that anyone shall refrain from proposing; that said Proposer has not in any
manner, directly or indirectly, sought by agreement, communication, or conference with anyone
to fix the proposal amount of said Proposer or any other Proposer, nor to fix any overhead, profit,
or cost element of such proposal, nor of that of any other Proposer, nor to secure any advantage
against the public body awarding the Contract or anyone interested in the proposed Contract; that
all statements contained in such proposal are true; and, further, that said Proposer has not directly
or indirectly, submitted his proposal or any breakdown thereof, nor the contents thereof, nor
divulged therewith to any corporation, partnership, company, association, organization, bid
depository, nor to any member or agent thereof, nor to any other individual except to such person
or persons as have a partnership or other financial interest with said Proposer in his general
business.

Signed: _____

Title: _____

Subscribed and sworn to before me this ____ day of _____, 2023.

(S E A L)

Notary Public for _____
Residing at: _____
My Commission Expires: _____

RFP CHECKLIST

As provided in Section III.E. of the Request for Proposals, the County intends to preliminarily rank the proposals it receives to determine both responsiveness to the RFP requirements and perceived congruence between each prospective consultant's proposal and the County's needs. The County may potentially then arrange supplemental interviews with selected proposers, if deemed necessary by the County, to further distinguish between the proposals.

Although the County intends to rely in part on objective measurements where possible, by submitting a proposal interested consultants acknowledge that the selection process will necessarily turn in large part on purely subjective standards.

The RFPs will be ranked based on the points noted in parentheses assigned to each item listed below. If "does not meet this requirement" is acknowledged, proposer may include an explanation as to why such requirement is not applicable. Inclusion of an explanation does not obligate the County to credit proposer for responding to the item.

1. Proposer complied with RFP technical requirements: 3 bound copies and 1 digital copy of RFP provided, cover letter, table of contents, and overview of firm. (0-5 pts)

Submittal meets this requirement: _____ does not meet this requirement: _____

Grader comment: _____

2. Proposer has the appropriate experience required as outlined in the RFP and provided sufficient evidence of that experience: General experience, list of similar projects, customer reference list, proposed contractor staff, and proposed sub-contractors. (0-25 pts)

Submittal meets this requirement: _____ does not meet this requirement: _____

Grader comment: _____

3. Proposer has included references. Score based on inclusion and content of references. (0-10 pts)

Submittal meets this requirement: _____ does not meet this requirement: _____

Grader comment: _____

4. **Proposer has included Section II. I. Statement of Approach referencing the Scope of Services. (0-25 pts)**

Submittal meets this requirement: _____ does not meet this requirement: _____

Grader comment: _____

5. **Cost. (0-25 pts)**

Submittal meets this requirement: _____ does not meet this requirement: _____

Grader comment: _____

6. **Proposal presents feasible solutions to County's needs. (0-10 pts)**

Submittal meets this requirement: _____ does not meet this requirement: _____

Grader comment: _____

Point Total: _____ / 100

Preliminary Ranking: _____ /

Additional Grader Comments: _____

FOOD SERVICE MANAGEMENT COMPANY CONTRACT CHECKLIST

Local Education Agency (LEA)

Food Service Management Company (FSMC)

School Year

Contract Number

SW ID JDC

23-24

This checklist is based on the requirements contained in Federal Regulation 7 CFR Parts 210, 215, 220, 225, 226, 240, and 250; 2 CFR 200 (Uniform Administrative Requirements) and RCW Chapter 28A. These provisions must be included in the Food Service Management Company (FSMC) contract in order to comply with state and federal regulations. In the blanks provided, indicate the page number or section in the FSMC contract where the provision is located.

Contract Reference	Compliance Requirement
	Meal Programs: Within the scope of the agreement, the FSMC will provide meals under the following programs (<i>Choose programs below</i>):
REQUIRED TERM	National School Lunch Program (NSLP) - Including After School Snack Programs
REQUIRED TERM	School Breakfast Program (SBP)
	Special Milk Program (SMP)
	Summer Food Service Program (SFSP)
	Fresh Fruit and Vegetable Program (FFVP)
	Child and Adult Care Food Program (CACFP) - Including At-Risk After School Snack Programs
	Other: _____ RCCI _____
N/A	If the FSMC provides a la carte food service, then the FSMC agrees to offer free, reduced-price, and paid reimbursable lunches to all eligible children. (7 CFR 210.16(a))
REQUIRED TERM	The LEA assures that the food service operation is in conformance with the SFA's agreement under the NSLP. (7 CFR 210.16(a)(2))
REQUIRED TERM	Agreement Term: One year with four one-year renewal options. (7 CFR 210.16(d)) Initial contract year is:
	Maintain a nonprofit school food service and observe the requirements for and limitations on the use of nonprofit school food service revenues set forth in 7 CFR § 210.14 and the limitations on any competitive school food service as set forth in 7 CFR § 210.11.
REQUIRED TERM	Health Benefits: Specific clause indicating this work has previously been performed by classified LEA employee(s) and that health benefits are similar to those provided for LEA employees, who would otherwise perform the work (Initial contract year only). (RCW 28A.400.285)
REQUIRED TERM	21-Day Cycle Menu: The LEA develops the 21-day cycle menu for the FSMC bid/proposal. If the LEA is unable to develop a cycle menu, the LEA may allow the FSMC to develop the cycle menu as long as doing so was a requirement of the solicitation. (7CFR 210.16(b)(1))
REQUIRED TERM	Termination Clause for 60-day notification of termination with cause, specifying manner of notification. (7 CFR 210.16(d))

REQUIRED TERM	Sanctions for violation or breach of the contract and benefits thereof. (2 CFR 200 Appendix II(A))
REQUIRED TERM	Provisions for termination specifying manner and basis for settlement - for contracts greater than \$10,000. (2 CFR 200 Appendix II(B))
USDA Donated Foods	
N/A	a. The LEA retains title to USDA donated foods and ensures that all USDA donated foods received by it and made available to the FSMC, including processed USDA donated foods, accrue only to the benefit of the LEA's nonprofit school food service and are fully utilized therein. (7 CFR 210.16(a)(6))
N/A	b. The FSMC must credit the LEA for the value of all USDA donated food, entitlement and bonus, received for use in meal service in the school year, including the value of USDA donated foods in processed end products. (7 CFR 250.51(a))
N/A	c. The method and frequency (at least annually) by which crediting will occur and the means of documentation to be utilized to verify that the value of all donated foods has been credited. 7 CFR §250.53(a)(2)
N/A	d. In accordance with 7 CFR 250.51(b), the FSMC shall list on the invoice for the period, the value of USDA donated foods received, and deduct the amount of value from the total owed by LEA for the meals/meal equivalents served.
N/A	e. In accordance with 7 CFR 250.51 (c) the FSMC will credit the LEA for the value of USDA donated foods. The value of USDA donated foods is determined by OSPI in accordance with 7 CFR 250.58(d). The value of USDA donated foods for entitlement and bonus is the average USDA purchase price as listed by OSPI. For processed USDA donated foods, it is the processing agreement value.
N/A	f. In coordination with and on behalf of the LEA, the FSMC shall be responsible for ordering, selecting, storing, and managing USDA donated foods, procuring processed end products, paying processing fees or submitting refund requests, or remitting funds for the value of USDA donated foods in processed end products to the LEA in accordance with 7 CFR part 250. Page 3 of 15
N/A	g. A statement that the FSMC will use all donated beef and pork products, and all processed end products, in the recipient agency's food service. 7 CFR § 250.53(a)(5).
N/A	h. The FSMC will use all other USDA donated foods, or will use commercially purchased foods of the same generic identity, of U.S. origin, and of equal or better quality than the USDA donated foods in the LEA's food service. (7 CFR 250.51(d))
N/A	i. Assurance that the FSMC will not enter into the processing agreement with a processor as required in subpart C of 7 CFR part 250.
N/A	j. Assurance that the FSMC will comply with the storage and inventory requirements for USDA donated foods. (7 CFR 250.14(b))
N/A	k. The LEA, OSPI, Comptroller General, USDA or their duly authorized representatives may perform an onsite review of the food service operation, including the review of records, to ensure compliance with requirements for the management and use of USDA donated foods.

N/A	l. The LEA and FSMC must maintain records of receipt of donated foods and processed end products, of crediting for the value of USDA donated foods, and other records relating to USDA donated foods, in accordance with 7 CFR 250.54.
N/A	m. The LEA shall ensure that the FSMC complied with USDA donated food provisions before contract renewal.
N/A	n. Under cost-reimbursable contracts, the FSMC must ensure that its system of inventory management does not result in the LEA being charged for USDA donated foods.
N/A	o. USDA donated foods are not to be used for special functions conducted outside the nonprofit school food service (e.g., catered meals).
REQUIRED TERM	Nonpayment for Meals: LEA is not to pay for meals that are spoiled at delivery, do not meet detailed specifications as developed by the LEA, or otherwise do not fulfill specifications of agreement. (7 CFR 210.16(c)(3))
REQUIRED TERM	The sponsor for all meals delivered in accordance with the contract and the regulations will pay the FSMC. However, neither USDA nor the State agency assumes any liability for payment of differences between the number of meals delivered and the number of meals served. 225.6(L)(2)(ix)
REQUIRED TERM	In cases of nonperformance or noncompliance on the part of the FSMC, the company shall pay the sponsor for all excess costs, which the sponsor may incur by obtaining meals from another source. 225.6(h)(2)(xiii)
N/A	Advisory Board: LEA to establish advisory board of parents, teachers, and students to assist in menu planning. (7 CFR 210.16(a)(8))
REQUIRED TERM	Records: FSMC to maintain records the LEA will need to support reimbursement claims. FSMC should report to LEA at the end of each month. (7 CFR 210.16(c)(1))
REQUIRED TERM	Buy American: LEA or FSMC agrees to purchase to the maximum extent practicable domestic commodities or products. Must include two exceptions. (7 CFR 210.21 (d)(2)) Page 4 of 15
REQUIRED TERM	Minority Owned and Women's Business Enterprises: The LEA must take all necessary affirmative steps to contract with minority businesses, women's business enterprises, and labor surplus area firms whenever possible.
Allowable Costs	
N/A	a. The LEA must include the following statement in their cost reimbursement contracts and RFPs: Allowable costs will be paid from the nonprofit school food service account to the contractor net of all discounts, rebates, and other applicable credits accruing to or received by the contractor. (7 CFR 210.21(f))
REQUIRED TERM	b. The contractor must identify and document which costs are allowable and unallowable, or exclude unallowable costs from the billing documents and certify that only allowable costs have been submitted for payment and establish records that maintain the visibility of unallowable costs. The contractor must identify and document the amount of each discount, rebate, and other applicable credit on bills and invoices presented to the LEA for payment. The contractor must furnish such documentation upon request to the LEA, OSPI, or USDA. (7 CFR 210.21(f))

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REQUIRED TERM	c. The contractor's determination of its allowable costs must be made in compliance with the applicable Departmental and Program regulations and Office of Mgmt and Budget (OMB) costs circulars. (7 CFR 210.21(f))
REQUIRED TERM	d. The contractor must identify the method by which it will report discounts, rebates, and other applicable credits allocable to the contract that are not reported prior to conclusion of the contract. (7 CFR 210.21(f))
REQUIRED TERM	Record Retention. FSMC to retain records for three years plus the current year and make records available to appropriate agencies. (7 CFR 210.23)
REQUIRED TERM	Food Preparation. If food is prepared in facility not located on LEA premises, the FSMC shall ensure health certification of facility and assure all state and local regulations are being met. If food preparation is at a LEA facility, the school district shall ensure health certification requirements are met.
REQUIRED TERM	Monitoring. LEA shall monitor food service operations of FSMC through periodic on-site visits. (7 CFR 210.16(a)(3))
REQUIRED TERM	Control. LEA shall retain control of the quality, extent, and general nature of its food service and prices to be charged. (7 CFR 210.16(a)(4))
REQUIRED TERM	Signature Authority. LEA shall retain signature authority for the Child Nutrition Program Food Services Agreement, Free and Reduced-Price Policy Statement, and any and all claims made for reimbursement. (7 CFR 210.16(a)(5))
N/A	Free and Reduced-Price Meal Process. LEA shall maintain approval and signatory responsibility for free and reduced-price meals and free milk in accordance with 7 CFR Part 245. Such responsibilities include the approval of applications for such meals and/or milk, conduct of any hearings related to such determinations, and verification of applications for free and reduced-price meals.
REQUIRED TERM	Energy Policy. Contracts shall recognize mandatory standards and policies relating to energy efficiency.
N/A	Certification of Independent Price Determination form.
Payment Types - Allowable (7 CFR 210.16(c))	
REQUIRED TERM	Fixed Price - It covers all management and administrative costs with no additional charges to LEA; includes consultant fee.
	Fixed Price - It does not include management and administrative costs.
REQUIRED TERM	Fixed Fee Per Meal - To cover administrative and/or management costs on a per meal basis.
N/A	Cost Reimbursement - FFVP only.
	Other (describe):
	Non-allowable (7 CFR 210.16(c), 2 CFR 200.324(d))
	Cost plus a percentage of cost
	Cost plus a percentage of income
Contract exceeding \$100,000 (public school districts only)	
REQUIRED TERM	Follow the public bid process as outlined in Idaho Code - includes sealed bids.
REQUIRED TERM	Must advertise bid in a newspaper of general circulation within the district once each week for two consecutive weeks.
Contract exceeding \$150,000 (appendix ii of 2 cfr part 200)	

REQUIRED TERM	Provision for Contract Work Hours/Safety Standards Act (40 U.S.C. 3701-3708) (in excess of \$100,000)
REQUIRED TERM	Provision for Civil Rights/Discrimination Compliance .
REQUIRED TERM	Provision for Equal Employment Opportunity
REQUIRED TERM	Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion. Debarment and Suspension (Executive Orders 12549 and 12689)(2 CFR 200.213 and Appendix II to 2 CFR 200 (H) (All contracts)) SA will also check SAM Website
REQUIRED TERM	Provision requiring compliance with Clean Air Act (42 U.S.C. 7401-7671q.) and Federal Water Pollution Control Act (33 U.S.C. 1251-1387)(for contracts and subgrants of amounts in excess of \$150,000)[2 CFR 200 Appendix II(G)]
REQUIRED TERM	Certification Regarding Lobbying - A new certification is also required for each renewal period. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) (Appendix II to 2 CFR 200 (I) (\$100,000 or more)
REQUIRED TERM	Contract Work Hours and Safety Standards (Appendix II of 2 CFR 200 [E])
N/A	Bonding Requirements in the Summer Food Service Program. Each FSMC which submits a bid exceeding the simplified acquisition threshold in IC-67-2806 for Idaho public schools or 2 CFR part 200 for Idaho private/parochial schools, as applicable, shall obtain a bid bond in an amount not less than 5 percent nor more than 10 percent, as determined by the sponsor, of the value of the contract for which the bid is made. A copy of the bid bond shall accompany each bid.
Other Procurement Requirements- State Agency Review of Proposed Contracts	
	The solicitation complied with the LEA's Code of Conduct and Purchasing Plan.
	Number of Proposals Solicited. Proposals were evaluated and awarded as published in the solicitation and a firm fixed contract was awarded to the lowest priced responsive and responsible bidder. Proposals were solicited from an adequate number of qualified sources to permit reasonable competition consistent with the nature and requirements of the procurement. The RFP identified all significant evaluation factors, including price or cost where required and their relative importance. The RFP was publicized and reasonable requests by other sources to compete were honored to the maximum extent practicable.
	Technical Evaluation. The LEA provided mechanisms for technical evaluation of the proposals received. Negotiations with the top ranking offerors were conducted. If geographic preference was used, the evaluation and scoring for the contract award was correct as published.
	Awards were made to the responsible offeror whose proposal was most advantageous to the LEA, price and other factors considered. Overly responsive offers were not used to evaluate the contract award. Unsuccessful offerors were notified promptly.
	Unsuccessful offerors were notified promptly. Sound reasons and documentation were available for proposals that were rejected.
	No unallowable cost items were included in the contract award.
	Contract bid package. Copy to be submitted with new agreements. The bids/offers did not include noncompetitive pricing practices.

	Noncompetitive Solicitation. The LEA assures that if noncompetitive solicitation was used that it was due to situations outlined in 2 CFR 200.319(a)(3) and 2 CFR 200.320(f).
	A noncompetitive contract was not awarded to a consultant on retainer.
	FP requirements define the meal service: <input type="checkbox"/> NSLP, <input type="checkbox"/> SBP, <input type="checkbox"/> SMP, <input type="checkbox"/> FFVP, <input type="checkbox"/> SFSP, <input type="checkbox"/> CACFP <input type="checkbox"/> Other: After school snack program
Contract Renewals/Amendments	
REQUIRED TERM	Fees increases/decreases adjustment only by the terms in the original contract
REQUIRED TERM	No material changes made. For example: the addition of other Programs, adding other parties not included in the solicitation, investments such as capital equipment, adjustments for which prior approval was not obtained by the State agency or increases in the contract amount to more than the Simplified Acquisition Threshold.
REQUIRED TERM	A statement that extensions or renewals of the contract, if applicable, are contingent upon the fulfillment of all contract provisions relating to donated foods. 7 CFR § 250.53(a)(12).
REQUIRED TERM	Addition of any unallowable costs paid by the school food service account such as scholarships, gifts/gift cards, event tickets, grants, catering accounts, etc.