



**Request for Proposal  
RFP-3905-14-SH**

**INMATE FOOD SERVICES**

**RESPONSES DUE:**

October 29, 2014 prior to 2:30 P.M.  
250 N. 5<sup>th</sup> Street  
City Clerk's Office, Room #111  
Grand Junction, CO 81501

**PURCHASING REPRESENTATIVE:**

Susan J. Hyatt  
Senior Buyer  
susanh@gjcity.org  
970-244-1513

This solicitation has been developed specifically for a Request for Proposal intended to solicit competitive responses for this solicitation, and may not be the same as previous City of Grand Junction/Mesa County solicitations. All offerors are urged to thoroughly review this solicitation prior to submitting. Submittal by **FAX IS NOT ACCEPTABLE** for this solicitation.

# **REQUEST FOR PROPOSAL**

## **INMATE FOOD SERVICES**

### **TABLE OF CONTENTS**

#### **Section**

- 1.0 Administrative Information and Conditions for Submittal**
- 2.0 General Contract Terms and Conditions**
- 3.0 Insurance Requirements**
- 4.0 Specifications/Scope of Services**
- 5.0 Preparation and Submittal of Proposals**
- 6.0 Evaluation Criteria and Factors**
- 7.0 Solicitation Response Form**
- 8.0 Proposal Structure**

**REQUEST FOR PROPOSAL**  
**RFP-3905-14-SH**  
**INMATE FOOD SERVICES**

**SECTION 1.0: ADMINISTRATIVE INFORMATION & CONDITIONS FOR SUBMITTAL**

- 1.1 Issuing Office:** This Request for Proposal (RFP) is issued for the City of Grand Junction (Owner) on behalf of the Mesa County Sheriff's Office and the Criminal Justice Services Department. All contact regarding this RFP shall be in writing and is directed to:

**RFP QUESTIONS:**

Susan Hyatt/Senior Buyer  
susanh@gjcity.org

- 1.2 Purpose:** The purpose of this RFP is to obtain proposals from qualified professional firms to provide Inmate Food Services in several Mesa County inmate facilities.
- 1.3 The Owner:** The Owner is the City of Grand Junction and/or Mesa County, Colorado and is referred to throughout this Solicitation. The term Owner means the Owner or his authorized representative.
- 1.4 Site Vist/Briefing:** A **mandatory** site visit is required for all prospective offerors. The purpose of this visit will be to inspect and to clarify the contents of this Request for Proposal (RFP). Meeting location shall be at the **Mesa County Detention Facility** located at **215 Rice Street**, Grand Junction, CO 81501 on **October 15, 2014 at 11:00 A.M.** **Please be advised, prospective offerors need to allow enough time to check in at the Detention center with photo ID to gain access in the jail.**
- 1.5 Compliance:** All participating Offerors, by their signature hereunder, shall agree to comply with all conditions, requirements, and instructions of this RFP as stated or implied herein. Should the Owner omit anything from this packet which is necessary to the clear understanding of the requirements, or should it appear that various instructions are in conflict, the Offeror(s) shall secure instructions from the Purchasing Division prior to the date and time of the submittal deadline shown in this RFP.
- 1.6 Submission:** Please refer to section 5.0 for what is to be included. Each proposal shall include **One (1) hard copy** and **one (1) electronic copy in PDF format on CD or USB Flash Drive**, placed in a sealed envelope and marked clearly on the outside "**RFP-3905-14-SH Inmate Food Services.**" **THE ELECTRONIC COPY SHALL BE AN EXACT REPRODUCTION OF THE ORIGINAL DOCUMENT(S) PROVIDED. ALL SECTIONS SHALL BE COMBINED INTO A SINGLE PDF ELECTRONIC DOCUMENT.** ***THE ELECTRONIC COPY SHALL BE THE OFFICIAL DOCUMENT.*** For proper comparison and evaluation, the Owner requests that proposals be formatted as directed in Section 5.0 "Preparation and Submittal of Proposals." Submittals received that fail to follow this format may be ruled non-responsive.
- 1.7 Altering Proposals:** Any alterations made prior to opening date and time must be initialed by the signer of the proposal, guaranteeing authenticity. Proposals cannot be altered or amended after submission deadline.

- 1.8 Withdrawal of Proposal:** A proposal must be firm and valid for award and may not be withdrawn or canceled by the Offeror prior to the sixty-first (61<sup>st</sup>) day following the submittal deadline date and only prior to award. The Offeror so agrees upon submittal of their proposal. After award this statement is not applicable.
- 1.9 Acceptance of Proposal Content:** The contents of the proposal of the successful Offeror shall become contractual obligations if acquisition action ensues. Failure of the successful Offeror to accept these obligations in a contract shall result in cancellation of the award and such vendor shall be removed from future solicitations.
- 1.10 Exclusion:** No oral, telegraphic, or telephonic proposals shall be considered.
- 1.11 Addenda:** All Questions shall be submitted in writing to the appropriate person as shown in Section 1.1. Any interpretations, corrections and changes to this RFP or extensions to the opening/receipt date shall be made by a written Addendum to the RFP by the City Purchasing Division. Sole authority to authorize addenda shall be vested in the City of Grand Junction Purchasing Representative. Addenda will be issued electronically through the City's website at [www.gjcity.org](http://www.gjcity.org) by selecting the Bids link, and Bidnet at [www.rockymountainbidsystem.com](http://www.rockymountainbidsystem.com). Offerors shall acknowledge receipt of all addenda in their proposal.
- 1.12 Exceptions and Substitutions:** All proposals meeting the intent of this RFP shall be considered for award. Offerors taking exception to the specifications shall do so at their own risk. The Owner reserves the right to accept or reject any or all substitutions or alternatives. When offering substitutions and/or alternatives, Offeror must state these exceptions in the section pertaining to that area. Exception/substitution, if accepted, must meet or exceed the stated intent and/or specifications. The absence of such a list shall indicate that the Offeror has not taken exceptions, and if awarded a contract, shall hold the Offeror responsible to perform in strict accordance with the specifications or scope of work contained herein.
- 1.13 Confidential Material:** All materials submitted in response to this RFP shall ultimately become public record and shall be subject to inspection after contract award. **"Proprietary or Confidential Information"** is defined as any information that is not generally known to competitors and which provides a competitive advantage. Unrestricted disclosure of proprietary information places it in the public domain. Only submittal information clearly identified with the words **"Confidential Disclosure"** and placed in a separate envelope shall establish a confidential, proprietary relationship. Any material to be treated as confidential or proprietary in nature must include a justification for the request. The request shall be reviewed and either approved or denied by the Purchasing Supervisor. If denied, the proposer shall have the opportunity to withdraw its entire proposal, or to remove the confidential or proprietary restrictions. Neither cost nor pricing information nor the total proposal shall be considered confidential or proprietary.
- 1.14 Response Material Ownership:** All proposals become the property of the Owner upon receipt and shall only be returned to the proposer at the Owner's option. Selection or rejection of the proposal shall not affect this right. The Owner shall have the right to use all ideas or adaptations of the ideas contained in any proposal received in response to this RFP, subject to limitations outlined in the section 1.12 entitled "Confidential Material". Disqualification of a proposal does not eliminate this right.

**1.15 Minimal Standards for Responsible Prospective Offerors:** A prospective Offeror must affirmably demonstrate their responsibility. A prospective Offeror must meet the following requirements:

- Have adequate financial resources, or the ability to obtain such resources as required.
- Be able to comply with the required or proposed completion schedule.
- Have a satisfactory record of performance.
- Have a satisfactory record of integrity and ethics.
- Be otherwise qualified and eligible to receive an award and enter into a contract with the Owner.

**1.16 Open Records:** Proposals shall be received and publicly acknowledged at the location, date, and time stated herein. Offerors, their representatives and interested persons may be present. Proposals shall be received and acknowledged only so as to avoid disclosure of process. However, all proposals shall be open for public inspection after the contract is awarded. Trade secrets and confidential information contained in the proposal so identified by offer as such shall be treated as confidential by the Owner to the extent allowable in the Open Records Act.

**1.17 Sales Tax:** City of Grand Junction/Mesa County is, by statute, exempt from the State Sales Tax and Federal Excise Tax; therefore, all fees shall not include taxes.

## SECTION 2.0: GENERAL CONTRACT TERMS AND CONDITIONS

- 2.1. Acceptance of RFP Terms:** A proposal submitted in response to this RFP shall constitute a binding offer. Acknowledgment of this condition shall be indicated on the Letter of Interest or Cover Letter by the autographic signature of the Offeror or an officer of the Offeror legally authorized to execute contractual obligations. A submission in response to the RFP acknowledges acceptance by the Offeror of all terms and conditions including compensation, as set forth herein. An Offeror shall identify clearly and thoroughly any variations between its proposal and the Owner's RFP requirements. Failure to do so shall be deemed a waiver of any rights to subsequently modify the terms of performance, except as outlined or specified in the RFP.
- 2.2. Performance and Payment Bonds:** In the event a Contractor responding to this RFP is selected to perform the food services work as contemplated herein, the selected Contractor shall be required to furnish a Performance Bond and a Labor and Material Bond in the amount of \$250,000.00 (Two Hundred Fifty Thousand Dollars) with a corporate surety approved by Mesa County. Receipt of the Bonds will be required of the successful proposer within ten (10) working days after notification of contract award and prior to approval of the final contract by the Mesa County Board of County Commissioners. Such bond shall remain in place for the duration of the contract's initial period and any County approved extensions. A letter from Contractor's bond and surety provider indicating Contractor's ability to meet the requirements shall be included in your proposal.
- 2.3. Execution, Correlation, Intent, and Interpretations:** The Contract Documents shall be signed in not less than triplicate by the Owner (Owner) and Contractor. Owner will provide the contract. By executing the contract, the Contractor represents that he/she has visited the site, familiarized himself with the local conditions under which the Work is to be performed, and correlated his observations with the requirements of the Contract Documents. The Contract Documents are complementary, and what is required by any one, shall be as binding as if required by all. The intention of the documents is to include all labor, materials, equipment and other items necessary for the proper execution and completion of the scope of work as defined in the technical specifications and drawings contained herein. All drawings, specifications and copies furnished by the Owner are, and shall remain, Owner property. They are not to be used on any other project, and with the exception of one contract set for each party to the contract, are to be returned to the owner on request at the completion of the work.
- 2.4. Permits, Fees, & Notices:** The Contractor shall secure and pay for all permits, governmental fees and licenses necessary for the proper execution and completion of the work. The Contractor shall give all notices and comply with all laws, ordinances, rules, regulations and orders of any public authority bearing on the performance of the work. If the Contractor observes that any of the Contract Documents are at variance in any respect, he shall promptly notify the Owner in writing, and any necessary changes shall be adjusted by approximate modification. If the Contractor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the Owner, he shall assume full responsibility and shall bear all costs attributable.

- 2.5. Responsibility for those Performing the Work:** The Contractor shall be responsible to the Owner for the acts and omissions of all his employees and all other persons performing any of the work under a contract with the Contractor.
- 2.6. Use of the Site:** The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits and the Contract Documents, and shall not unreasonably encumber the site with any materials or equipment.
- 2.7. Cleanup:** The Contractor at all times shall keep the premises free from accumulation of waste materials or rubbish caused by his operations. At the completion of work he shall remove all his waste materials and rubbish from and about the project, as well as all his equipment and surplus materials.
- 2.8. Payment & Completion:** The Contract Sum is stated in the Contract and is the total amount payable by the Owner to the Contractor for the performance of the work under the Contract Documents. Upon receipt of written notice that the work is ready for final inspection and acceptance and upon receipt of application for payment, the Owner's Project Manager will promptly make such inspection and, when he finds the work acceptable under the Contract Documents and the Contract fully performed, the Owner shall make payment in the manner provided in the Contract Documents. Partial payments will be based upon estimates, prepared by the Contractor, of the value of Work performed and materials placed in accordance with the Contract Documents.
- 2.9. Protection of Persons & Property:** The Contractor shall comply with all applicable laws, ordinances, rules, regulations and orders of any public authority having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. He shall erect and maintain, as required by existing safeguards for safety and protection, and all reasonable precautions, including posting danger signs or other warnings against hazards promulgating safety regulations and notifying owners and users of adjacent utilities. When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect, or misconduct by the Contractor in the execution of the work, or in consequence of the non-execution thereof by the Contractor, he shall restore, at his own expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, rebuilding, or otherwise restoring as may be directed, or it shall make good such damage or injury in an acceptable manner.
- 2.10. Changes in the Work:** The Owner, without invalidating the contract, may order changes in the work within the general scope of the contract consisting of additions, deletions or other revisions. All such changes in the work shall be authorized by Change Order and shall be executed under the applicable conditions of the contract documents. A Change Order is a written order to the Contractor signed by the Owner issued after the execution of the contract, authorizing a change in the work or an adjustment in the contract sum or the contract time.
- 2.11. Minor Changes in the Work:** The Owner shall have authority to order minor changes in the work not involving an adjustment in the contract sum or an extension of the contract time and not inconsistent with the intent of the contract documents.

- 2.12. Uncovering & Correction of Work:** The Contractor shall promptly correct all work found by the Owner as defective or as failing to conform to the contract documents. The Contractor shall bear all costs of correcting such rejected work, including the cost of the Owner's additional services thereby made necessary. The Owner shall give such notice promptly after discover of condition. All such defective or non-conforming work under the above paragraphs shall be removed from the site where necessary and the work shall be corrected to comply with the contract documents without cost to the Owner.
- 2.13. Amendment:** No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All amendments to the contract shall be made in writing by the Owner Purchasing Division.
- 2.14. Assignment:** The Offeror shall not sell, assign, transfer or convey any contract resulting from this RFP, in whole or in part, without the prior written approval from the Owner.
- 2.15. Compliance with Laws:** Proposals must comply with all Federal, State, County and local laws governing or covering this type of service and the fulfillment of all ADA (Americans with Disabilities Act) requirements.
- 2.16. Confidentiality:** All information disclosed by the Owner to the Offeror for the purpose of the work to be done or information that comes to the attention of the Offeror during the course of performing such work is to be kept strictly confidential.
- 2.17. Conflict of Interest:** No public official and/or Owner employee shall have interest in any contract resulting from this RFP.
- 2.18. Contract:** This Request for Proposal, submitted documents, and any negotiations, when properly accepted by the Owner, shall constitute a contract equally binding between the Owner and Offeror. The contract represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral, including the Proposal documents. The contract may be amended or modified with Change Orders, Field Orders, or Addendums.
- A sample Contract Document can be found on the City's website, [http://www.gjcity.org/Purchasing\\_Information.aspx](http://www.gjcity.org/Purchasing_Information.aspx) and scroll to the bottom of the page. Click on "Contract Documents".
- 2.19. Project Manager/Administrator:** The Project Manager, on behalf of the Owner, shall render decisions in a timely manner pertaining to the work proposed or performed by the Offeror. The Project Manager shall be responsible for approval and/or acceptance of any related performance of the Scope of Services.
- 2.20. Contract Termination:** This contract shall remain in effect until any of the following occurs: (1) contract expires; (2) completion of services; (3) acceptance of services or, (4) for convenience terminated by either party with a written *Notice of Cancellation* stating therein the reasons for such cancellation and the effective date of cancellation at least thirty days past notification.
- 2.21. Employment Discrimination:** During the performance of any services per agreement with the Owner, the Offeror, by submitting a Proposal, agrees to the following conditions:



- 2.21.1.** The Offeror shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, disability, citizenship status, marital status, veteran status, sexual orientation, national origin, or any legally protected status except when such condition is a legitimate occupational qualification reasonably necessary for the normal operations of the Offeror. The Offeror agrees to post in conspicuous places, visible to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- 2.21.2.** The Offeror, in all solicitations or advertisements for employees placed by or on behalf of the Offeror, shall state that such Offeror is an Equal Opportunity Employer.
- 2.21.3.** Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- 2.22. Immigration Reform and Control Act of 1986 and Immigration Compliance:** The Offeror certifies that it does not and will not during the performance of the contract employ illegal alien workers or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986 and/or the immigration compliance requirements of State of Colorado C.R.S. § 8-17.5-101, *et.seq.* (House Bill 06-1343).
- 2.23. Ethics:** The Offeror shall not accept or offer gifts or anything of value nor enter into any business arrangement with any employee, official, or agent of the Owner.
- 2.24. Failure to Deliver:** In the event of failure of the Offeror to deliver services in accordance with the contract terms and conditions, the Owner, after due oral or written notice, may procure the services from other sources and hold the Offeror responsible for any costs resulting in additional purchase and administrative services. This remedy shall be in addition to any other remedies that the Owner may have.
- 2.25. Failure to Enforce:** Failure by the Owner at any time to enforce the provisions of the contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of the Owner to enforce any provision at any time in accordance with its terms.
- 2.26. Force Majeure:** The Offeror shall not be held responsible for failure to perform the duties and responsibilities imposed by the contract due to legal strikes, fires, riots, rebellions, and acts of God beyond the control of the Offeror, unless otherwise specified in the contract.
- 2.27. Indemnification:** Offeror shall defend, indemnify and save harmless the Owner, State of Colorado, and all its officers, employees, insurers, and self-insurance pool, from and against all liability, suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the Offeror, or of any Offeror's agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from proposal award. Offeror shall pay any judgment with cost which may be obtained against the Owner growing out of such injury or damages.

- 2.28. Independent Firm:** The Offeror shall be legally considered an Independent Firm and neither the Firm nor its employees shall, under any circumstances, be considered servants or agents of the Owner. The Owner shall be at no time legally responsible for any negligence or other wrongdoing by the Firm, its servants, or agents. The Owner shall not withhold from the contract payments to the Firm any federal or state unemployment taxes, federal or state income taxes, Social Security Tax or any other amounts for benefits to the Firm. Further, the Owner shall not provide to the Firm any insurance coverage or other benefits, including Workers' Compensation, normally provided by the Owner for its employees.
- 2.29. Nonconforming Terms and Conditions:** A proposal that includes terms and conditions that do not conform to the terms and conditions of this Request for Proposal is subject to rejection as non-responsive. The Owner reserves the right to permit the Offeror to withdraw nonconforming terms and conditions from its proposal prior to a determination by the Owner of non-responsiveness based on the submission of nonconforming terms and conditions.
- 2.30. Ownership:** All plans, prints, designs, concepts, etc., shall become the property of the Owner.
- 2.31. Oral Statements:** No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this document and/or resulting agreement. All modifications to this request and any agreement must be made in writing by the Owner.
- 2.32. Patents/Copyrights:** The Offeror agrees to protect the Owner from any claims involving infringements of patents and/or copyrights. In no event shall the Owner be liable to the Offeror for any/all suits arising on the grounds of patent(s)/copyright(s) infringement. Patent/copyright infringement shall null and void any agreement resulting from response to this RFP.
- 2.33. Remedies:** The Offeror and Owner agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.
- 2.34. Venue:** Any agreement as a result of responding to this RFP shall be deemed to have been made in, and shall be construed and interpreted in accordance with, the laws of the City of Grand Junction, Mesa County, Colorado.
- 2.35. Expenses:** Expenses incurred in preparation, submission and presentation of this RFP are the responsibility of the company and can not be charged to the Owner.
- 2.36. Sovereign Immunity:** The Owner specifically reserves its right to sovereign immunity pursuant to Colorado State Law as a defense to any action arising in conjunction to this agreement.
- 2.37. Public Funds/Non-Appropriation of Funds:** Funds for payment have been provided through the City of Grand Junction/Mesa County budget approved by the City Council/Board of County Commissioners for the stated fiscal year only. State of Colorado statutes prohibit the obligation and expenditure of public funds beyond the

fiscal year for which a budget has been approved. Therefore, anticipated orders or other obligations that may arise past the end of the stated City of Grand Junction/Mesa County fiscal year shall be subject to budget approval. Any contract will be subject to and must contain a governmental non-appropriation of funds clause.

- 2.38. Collusion Clause:** Each Offeror by submitting a proposal certifies that it is not party to any collusive action or any action that may be in violation of the Sherman Antitrust Act. Any and all proposals shall be rejected if there is evidence or reason for believing that collusion exists among the proposers. The Owner may or may not, at the discretion of the Owner Purchasing Representative, accept future proposals for the same service or commodities for participants in such collusion.
- 2.39. Gratuities:** The proposer certifies and agrees that no gratuities, kickbacks or contingency fees were paid in connection with this contract, nor were any fees, commissions, gifts or other considerations made contingent upon the award of this contract. If the proposer breaches or violates this warranty, the Owner may, at their discretion, terminate this contract without liability to the Owner.
- 2.40. Safety Warranty:** Offeror also warrants that the services performed shall conform to the standards declared by the US Department of Labor under the Occupational Safety and Health Act of 1970.
- 2.41. OSHA Standards:** All Offerors agree and warrant that services performed in response to this invitation shall conform to the standards declared by the US Department of Labor under the Occupational Safety and Health Act of 1970 (OSHA). In the event the services do not conform to OSHA Standards, the Owner may require the services to be redone at no additional expense to the Owner.
- 2.42. Performance of the Contract:** The Owner reserves the right to enforce the performance of the contract in any manner prescribed by law or deemed to be in the best interest of the Owner in the event of breach or default of resulting contract award.
- 2.43. Benefit Claims:** The Owner shall not provide to the Offeror any insurance coverage or other benefits, including Worker's Compensation, normally provided by the Owner for its employees.
- 2.44. Default:** The Owner reserves the right to terminate the contract immediately in the event the Offeror fails to meet delivery or completion schedules, or otherwise perform in accordance with the accepted proposal. Breach of contract or default authorizes the Owner to purchase like services elsewhere and charge the full increase in cost to the defaulting Offeror.
- 2.45. Multiple Offers:** Proposers must determine for themselves which product to offer. If said proposer chooses to submit more than one offer, THE ALTERNATE OFFER must be clearly marked "Alternate Proposal". The Owner reserves the right to make award in the best interest of the Owner.
- 2.46. Cooperative Purchasing:** Purchases as a result of this solicitation are primarily for the Owner. Other governmental entities may be extended the opportunity to utilize the resultant contract award with the agreement of the successful provider and the participating agencies. All participating entities will be required to abide by the

specifications, terms, conditions and pricings established in this Proposal. The quantities furnished in this proposal document are for only the Owner. It does not include quantities for any other jurisdiction. The Owner will be responsible only for the award for our jurisdiction. Other participating entities will place their own awards on their respective Purchase Orders through their purchasing office or use their purchasing card for purchase/payment as authorized or agreed upon between the provider and the individual entity. The Owner accepts no liability for payment of orders placed by other participating jurisdictions that choose to piggy-back on our solicitation. Orders placed by participating jurisdictions under the terms of this solicitation will indicate their specific delivery and invoicing instructions.

## **2.47. Definitions:**

- 2.47.1.** “Consultant” refers to the person, partnership, firm or corporation entering into an Agreement with the Owner for the services required and the legal representatives of said party or the agent appointed to act for said party in the performance of the service(s) contracted for.
- 2.47.2.** “Offeror” refers to the person or persons legally authorized by the Consultant to make an offer and/or submit a bid (fee) proposal in response to the Owner’s RFP.
- 2.47.3.** The term “Work” includes all labor necessary to produce the requirements by the Contract Documents, and all materials and equipment incorporated or to be incorporated in such construction.
- 2.47.4.** “Owner” is the City of Grand Junction/Mesa County, Colorado and is referred to throughout the Contract Documents. The term Owner means the Owner or his authorized representative. The Owner shall, at all times, have access to the work wherever it is in preparation and progress. The Contractor shall provide facilities for such access. The Owner will make periodic visits to the site to familiarize himself generally with the progress and quality of work and to determine, in general, if the work is proceeding in accordance with the contract documents. Based on such observations and the Contractor’s Application for Payment, the Owner will determine the amounts owing to the Contractor and will issue Certificates for Payment in such amounts, as provided in the contract. The Owner will have authority to reject work which does not conform to the Contract documents. Whenever, in his reasonable opinion, he considers it necessary or advisable to insure the proper implementation of the intent of the Contract Documents, he will have authority to require the Contractor to stop the work or any portion, or to require special inspection or testing of the work, whether or not such work can be then be fabricated, installed, or completed. The Owner will not be responsible for the acts or omissions of the Contractor, and sub-Contractor, or any of their agents or employees, or any other persons performing any of the work.
- 2.47.5.** “Contractor is the person or organization identified as such in the Agreement and is referred to throughout the Contract Documents. The term Contractor means the Contractor or his authorized representative. The Contractor shall carefully study and compare the General Contract Conditions of the Contract, Specification and Drawings, Scope of Work, Addenda and Modifications and shall at once report to the Owner any error, inconsistency or omission he may discover. Contractor shall not be liable to the Owner for any damage resulting

from such errors, inconsistencies or omissions. The Contractor shall not commence work without clarifying Drawings, Specifications, or Interpretations.

**2.47.6.** “Sub-Contractor is a person or organization who has a direct contract with the Contractor to perform any of the work at the site. The term sub-contractor is referred to throughout the contract documents and means a sub-contractor or his authorized representative.

**2.48. Public Disclosure Record:** If the bidder has knowledge of their employee(s) or sub-Bidders having an immediate family relationship with a Owner employee or elected official, the bidder must provide the Purchasing Representative with the name(s) of these individuals. These individuals are required to file an acceptable “Public Disclosure Record”, a statement of financial interest, before conducting business with the Owner.

**2.49. Keep Jos in Colorado Act:** Contractor shall be responsible for ensuring compliance with Article 17 of Title 8, Colorado Revised Statutes requiring 80% Colorado labor to be employed on public works. Contractor shall, upon reasonable notice provided by the Owner, permit the Owner to inspect documentation of identification and residency required by C.R.S. §8-17-101(2)(a). If Contractor claims it is entitled to a waiver pursuant to C.R.S. §8-17-101(1), Contractor shall state that there is insufficient Colorado labor to perform the work such that compliance with Article 17 would create an undue burden that would substantially prevent a project from proceeding to completion, and shall include evidence demonstrating the insufficiency and undue burden in its response.

Unless expressly granted a waiver by the Owner pursuant to C.R.S. §8-17-101(1), Contractor shall be responsible for ensuring compliance with Article 17 of Title 8, Colorado Revised Statutes requiring 80% Colorado labor to be employed on public works. Contractor shall, upon reasonable notice provided by the Owner, permit the Owner to inspect documentation of identification and residency required by C.R.S. §8-17-101(2)(a).

**2.48.1** “Public project” is defined as:

- (a)** any construction, alteration, repair, demolition, or improvement of any land, building, structure, facility, road, highway, bridge, or other public improvement suitable for and intended for use in the promotion of the public health, welfare, or safety and any maintenance programs for the upkeep of such projects
- (b)** for which appropriate or expenditure of moneys may be reasonably expected to be \$500,000.00 or more in the aggregate for any fiscal year
- (c)** except any project that receives federal moneys.

## SECTION 3.0: INSURANCE REQUIREMENTS

**3.1 Insurance Requirements:** The selected Firm agrees to procure and maintain, at its own cost, policy(s) of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by the Firm pursuant to this Section. Such insurance shall be in addition to any other insurance requirements imposed by this Contract or by law. The Firm shall not be relieved of any liability, claims, demands, or other obligations assumed

pursuant to this Section by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types.

Firm shall procure and maintain and, if applicable, shall cause any Subcontractor of the Firm to procure and maintain insurance coverage listed below. Such coverage shall be procured and maintained with forms and insurers acceptable to The Owner. All coverage shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by the Firm pursuant to this Section. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. Minimum coverage limits shall be as indicated below unless specified otherwise in the Special Conditions:

(a) Worker Compensation insurance to cover obligations imposed by applicable laws for any employee engaged in the performance of work under this Contract, and Employers' Liability insurance with minimum limits of:

ONE MILLION DOLLARS (\$1,000,000) each accident,  
ONE MILLION DOLLARS (\$1,000,000) disease - policy limit, and  
ONE MILLION DOLLARS (\$1,000,000) disease - each employee

(b) General Liability insurance with minimum combined single limits of:

ONE MILLION DOLLARS (\$1,000,000) each occurrence and  
ONE MILLION DOLLARS (\$1,000,000) per job aggregate.

The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, products, and completed operations. The policy shall include coverage for explosion, collapse, and underground hazards. The policy shall contain a severability of interests provision.

(c) Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than:

ONE MILLION DOLLARS (\$1,000,000) each occurrence and  
ONE MILLION DOLLARS (\$1,000,000) aggregate

This policy shall provide coverage to protect the contractor against liability incurred as a result of the professional services performed as a result of responding to this Solicitation.

With respect to each of Consultant's owned, hired, or non-owned vehicles assigned to be used in performance of the Work. The policy shall contain a severability of interests provision. The policies required by paragraphs (a), (b), and (c) above shall be endorsed to include the Owner and the Owner's officers and employees as additional insureds. Every policy required above shall be primary insurance, and any insurance carried by the Owner, its officers, or its employees, or carried by or provided through any insurance pool of the Owner, shall be excess and not contributory insurance to that provided by Consultant. No additional insured endorsement to any required policy shall contain any exclusion for bodily injury or property damage arising from completed operations. The

Consultant shall be solely responsible for any deductible losses under any policy required above.

**3.2 Bid Bond and Performance Bond Requirements:** In the event a Contractor responding to this RFP is selected to perform the food services work as contemplated herein, the selected Contractor shall be required to furnish a **Performance Bond and a Labor and Material Bond** in the amount of **\$250,000.00** (Two Hundred Fifty Thousand Dollars) with a corporate surety approved by Mesa County. Receipt of the Bonds will be required of the successful proposer within ten (10) working days after notification of contract award and prior to approval of the final contract by the Mesa County Board of County Commissioners. Such bond shall remain in place for the duration of the contract's initial period and any County approved extensions. A letter from Contractor's bond and surety provider indicating Contractor's ability to meet the requirements shall be included in your proposal.

## SECTION 4.0: SPECIFICATIONS/SCOPE OF SERVICES

- 4.1. General/Background:** The Mesa County Sheriff's Office (MCSO) is interested in obtaining a Contractor to provide Inmate Food Services to several Mesa County facilities. Facilities include the Mesa County Detention Facility (MCDF) located at 215 Rice Street, the Mesa County Alternative Sentencing Unit (MCASU) located at 559 Pitkin Avenue, Mesa County Criminal Justice Services Residential Facility (MCCJS) located at 650 South Avenue (also known as Powell) and the Mesa County Criminal Justice (MCCJS) Female Residential Facility at 436 South 7<sup>th</sup> Street, Grand Junction, CO 81501.

Mesa County currently retains the services of a third party Contract to operate the MCDF kitchen. In the event a Contractor responding to this RFP is selected to be awarded a Contract, Mesa County intends to enter in a Contract for an initial one year term from January 1, 2015 through December 31, 2015 and the resulting Contract will likely contain a clause to allow Mesa County the unilateral right to extend the Contract for two additional (12 month) one year periods. Any food service operation contract for the MCDF, MCASU and MCCJS will require approval by the Mesa County Board of Commissioners (BOCC). The Community Corrections Board and the Division of Criminal Justice would have to approve the food service operations for MCCJS prior to submittal to the BOCC for final approval.

The MCDF currently has an average daily inmate population of 334 inmates in a "MULTI-POD" direct supervision jail that currently has an official capacity of 392 beds. The best estimate of average daily inmate population in the future is approximately 360 in 2015. The MCASU building located at 559 Pitkin Avenue has approximately 45 inmates. The MCCJS building located at 650 South Avenue, named the Powell Building, houses an additional 180 clients. The MCCJS building, Chipeta Facility, located at 436 South 7<sup>th</sup> Street, houses approximately 35 female clients. The best estimate of average daily number of inmates at the MCASU facility is approximately 50. The total number of clients at the MCCJS facilities is approximately 215.

- 4.2. Special Conditions/Provisions:** The most responsible proposal or proposals will be determined by criteria determined essential to Mesa County. The criteria is not limited to the lowest price. Mesa County reserves the right to reject all proposals, reject portions of any proposal, or accept the proposal or proposals deemed most advantageous to Mesa County. All proposals received are subject to negotiation prior to any contract award.

The Request for Proposal is not a commitment to purchase, and any expenditures experienced by the Offeror in preparation and submission of the proposal shall not be reimbursed by Mesa County; nor does Mesa County obligate itself with any action taken or cost incurred by Offeror in responding to this Request for Proposal. This includes travel, transportation, food and expenses to and from each facility during the mandatory walk through.

During the term of this Contract and any periods of extension the awarded Contractor shall be permitted to use the County's Main Kitchen located in the Mesa County Detention Facility (MCDF) at 215 Rice Street, Grand Junction, CO to perform the scope of services. All meals for the inmates in MCDF, MCASU, and clients in the two MCCJS facilities are prepared in this kitchen. All inmates in the MCDF require meal service on a daily basis, however, due to the manner in which the MCASU and MCCJS facilities are



managed, the inmates and clients receive various quantities of breakfasts, lunch, daily sack lunches, dinner “hold-backs” and dinners. The Contractor should assume that at any given time less than 100% of MCCJS clients will have meals served at any given meal.

Mesa County will be responsible for the on-going replacement and repair of walk-in freezers, fire extinguishers, refrigerators, and non-kitchen items such as paint, flooring, etc. The awarded Contractor will be responsible for consumable cleaning products such as dishwasher detergent, etc.

For the past several years there has been a continuing problem between the Contractor and the County for meals that have been prepared and delivered but not used at the MCASU and MCCJS buildings. The County does not expect this problem to be eliminated. However, the County expects the Contractor to operate as a partner to reduce the costs for meals delivered and not used. Currently the County only pays for meals delivered and used at MCASU and MCCJS. The current contracted price for MCDF and MCASU is \$1.147 per meal, 2800 calories per day. The current contracted price for MCCJS is \$1.263 per meal, 3200 calories per day plus additional calories for peanut butter and jelly sandwich.

- 4.3. Specifications/Scope of Services:** The awarded Contractor shall be responsible for furnishing all labor, materials, food/beverage products, maintenance services, and other required miscellaneous items to provide the services identified.

The following Specifications/Scope of Services will define the various services to be performed by the awarded Contractor at the **Mesa County Detention Facility (MCDF) located at 215 Rice Street**, Grand Junction, CO; the **Mesa County Alternative Sentencing Unit (MCASU) located at 559 Pitkin Avenue**, Grand Junction, CO; the **Mesa County Criminal Justice Services Residential Facility (MCCJS) located at 650 South Avenue**, Grand Junction, CO; and the **Mesa County Criminal Justice Services (MCCJS) Female Residential Facility located at 436 South 7<sup>th</sup> Street**, Grand Junction, CO.

The tasks and services to be performed by the awarded Contractor at the MCDF, MCASU, and both MCCJS locations are described below. These points provide a general description of the manner and processes for the Contractor to utilize in preparing and distributing food at the four facilities and also defines the level of expectation the County has for the performance of work by the awarded Contractor and Contractor’s personnel.

The awarded Contractor shall:

- 4.3.1.** Supply all labor and food/beverage products to provide food services and associated documentation in compliance with the Division of Criminal Justice Standards as they are applicable to MCCJS.
- 4.3.2.** Provide services, as required, of a Registered Dietician to fulfill all nutritional needs of inmates and clients. Dietician must be available for onsite staff training with kitchen contract personnel and willing to work with the medical department for individual special dietary needs.

- 4.3.3. Maintain the cleanliness of the food service facilities in a manner to assure compliance with existing and future standards of local, state and federal health and environmental regulations.
- 4.3.4. Enforce all established security practices and operate services in a manner to ensure that control is maintained throughout the MDCF kitchen facility, MCASU and MCCJS.
- 4.3.5. Ensure adequate portions and food quality are provided to all inmates and clients.
- 4.3.6. Assure that all Mesa County Sheriff's Office, MDCF, MCASU and MCCJS policies and standards are followed at all times.
- 4.3.7. Purchase all food and beverage products and manage the inventory of such products to minimize spoilage.
- 4.3.8. Provide a sufficient number of employees in the MDCF Food Service area to supply food items for all MDCF, MCASU and MCCJS facilities. MDCF shall provide two (2) shifts of MDCF inmates to assist Contractor's personnel. The actual number of inmates by the County and the expectation by the County will be negotiated in regard to the number of Contractor employees required to adequately supervise the number of inmates provided. The MDCF employs portioned entrées and progressive cooking in meal accompaniments.
- 4.3.9. The "jail" inmate meals at 215 Rice Street are served on insulated food trays, placed on rolling carts and delivered to the housing units where a detention officer oversees the distribution of the meals and beverages by inmate workers.
- 4.3.10. The meals served at the current MCASU at 559 Pitkin Avenue and MCCJS 650 South shall be cooked and prepared at the MDCF Kitchen. The Contractor will transport hot and cold food in bulk containers and shall be responsible for serving proper portions to program clients after identification or signature is provided. The meals served at 436 South 7<sup>th</sup> Street and for Summit View Intensive Residential Treatment (SVIRT) clients located within MCCJS at 650 South shall be served on insulated food trays and delivered to the buildings where officers will oversee the meal and beverage distribution.
- 4.3.11. Sack lunches shall also be prepared at the MDCF and transported by the Contractor to the MCASU and MCCJS facilities. Beverages shall be placed in the dining area for client self-service. Individual cartons of milk are served and distributed by the Contractor at Breakfast only. **Note: All sack lunches shall be prepared no more than 24 hours in advance of delivery.**
- 4.3.12. Contractor shall coordinate with MCASU personnel to prepare an adequate number of sack lunches to be provided to road crew inmates. Contractor shall coordinate with MCCJS personnel to prepare an adequate number of sack lunches for MCCJS clients who are in the MCCJS facility during the serving of the lunch meal and those clients checked out of the facility to work sites.

- 4.3.13.** Contractor shall provide medically related diets, including allergy diets, as required to MCDF, MCASU and MCCJS inmates and clients. Requests for medical diets are approved and forwarded to the Contractor by the MCDF Medical Department, MCASU or authorized MCCJS personnel. Preference diets such as vegetarian, religious and medical diets are provided as needed after MCDF, MCASU and/or MCCJS review and approval. Historically, at any given time, 8 to 10 clients of the MCCJS Facilities and 20 to 25 inmates at MCASU and MCDF are on a type of special diet.
- 4.3.13.1.** The County will expect the Contractor to absorb any additional costs for special diets at any given meal at the MCDF and MCASU.
- 4.3.13.2.** The County will expect the Contractor to absorb any additional costs for special diets at any given meal for up to the first fifteen (15) special diets in the MCCJS facilities.
- 4.3.13.3.** In the event special dietary meals at MCCJS exceed fifteen (15) meals at any given time, the Contractor shall be allowed to negotiate an acceptable cost per meal. In all cases in which the Contractor is allowed to charge the County an additional cost for special dietary meals, the additional costs for such meals shall be reasonably related to the costs incurred by the Contractor in providing the special dietary meal. For instance, a special meal request that requires an extra carton of milk or an extra portion of butter/margarine shall be charged to the County at the same rate as the Contractor's actual cost.
- 4.3.14.** During the initial term of the contract and any extension periods, the County grants the Contractor exclusive rights to provide Food Services in the MCDF, MCASU and MCCJS. However, Mesa County retains the right to exclusively operate, control and maintain various vending machines in all MCDF, MCASU and MCCJS facilities. The Contracted commissary service provider has the right to operate the "Commissary" program in the MCDF.
- 4.3.15.** The County grants the Contractor, its agents and employees, authorization to enter the MCDF, MCASU and MCCJS premises subject to standard security and background checks of the Contractor's personnel as conducted at the discretion of the Mesa County Sheriff's Office and MCCJS Administration, prior to any access being granted.
- 4.3.16.** The Contractor shall provide food service management, including labor, food, beverages, materials, maintenance and supplies to provide food for inmates of the MCDF and MCASU and clients of the MCCJS. Supplies includes an adequate number of condiments such as sugar, creamer, ketchup, mustard, mayo, salt, pepper, butter/margarine, jelly, etc. that complement the respective food and/or beverages being served by the Contractor.
- 4.3.17.** Contractor shall provide all management staff for complete operation and provision of Food Services at the MCDF, MCASU and MCCJS facilities. The Contractor shall provide sufficient staff to supervise the inmates assigned to the food service area at MCDF while performing their job assignments including preparation of meals, serving of meals, sanitation, cleaning the

facilities and receiving materials. Contractor shall provide adequate management and supervision of each shift, seven (7) days per week to assure all necessary tasks are adequately performed; on a schedule to be established by the Contractor and approved by Mesa County. Contractor should assume inmate labor could possibly be available, however the Contractor should assume that inmate labor will not be as readily available at MCASU and MCCJS as would be the case at MCDF.

- 4.3.18.** The Contractor shall provide a trained Food Service Manager with experience in similar facilities, who will work directly with MCDF, MCASU and MCCJS contract administrators. Contractor's employment of their Food Service Manager and all other Contractor's employees shall be subject to the review and approval of MCDF, MCASU and MCCJS. Mesa County reserves the right to require that the Contractor remove and replace any of the Contractor's employees for just cause.
- 4.3.19.** The Contractor shall provide expert administrative, dietetic, purchasing, equipment consulting, and personnel supervision related to providing the services identified.
- 4.3.20.** The Contractor's Food Services manager and any supervisors assigned by the Contractor to the MCDF, MCASU and MCCJS shall not be changed by the Contractor more than once per year and not without thirty (30) days advance written notice unless mutually agreed upon between Mesa County and the Contractor. Any replacement Contractor employee must be approved by Mesa County. Contractor shall not allow any employment position to be unfilled for a period exceeding thirty (30) days.
- 4.3.21.** All Contractor's employees shall be obligated to adhere to all Mesa County Sheriff's Office, MCDF, MCASU and MCCJS Policies and Procedures. All Contractor's employees will conduct themselves in a manner to maintain local Health Department standards at MCDF, MCASU and MCCJS, accompany Health Department personnel during MCDF, MCASU or MCCJS inspections and address any issues raised by Health Department personnel during inspections.
- 4.3.22.** Mesa County shall provide sufficient inmate labor for food preparation, serving, sanitation and other activities the Contractor determines can be appropriately handled by inmate labor, except during lockdown, strikes or other emergencies. The Contractor shall be responsible for documenting on specified forms to appropriate MCDF, MCASU and/or MCCJS personnel any rule violations by inmates working in the food service area. MCDF, MCASU and/or MCCJS personnel shall be responsible for taking any disciplinary action, where appropriate. The Contractor shall have the right to request the MCDF remove an inmate from assignment to food service.
- 4.3.23.** The Contractor shall ensure that all Contractor's employees are trained in accordance with the policies and procedures referenced in paragraph 4.3.22 directly above. In addition, the Contractor shall meet or exceed the training requirements.

- 4.3.24.** The Contractor shall be responsible for orienting new employees and shall distribute a written job description to each member of their staff which clearly defines respective job responsibilities.
- 4.3.25.** All Contractor's staff shall be required to attend the MCDF, MCASU and MCCJS orientation(s) prior to them being scheduled to working shifts alone. Mesa County shall provide this orientation at no cost. Contractor shall be responsible for the payment of salaries, benefits, etc. while their employees are attending training sessions.
- 4.3.26.** The Contractor shall provide well balanced meals that provide caloric values of a minimum of 3,200 calories per days for MCCJS clients and a minimum of 2,800 calories per day at MCDF and MCASU inmates. The Contractor shall also provide an option that factors in providing MCCJS clients with one (1) peanut butter and jelly sandwich, only if requested, and only for the evening meal.
- 4.3.27.** The Contractor shall provide a **dated** four (4) week menu cycle that meets the recommendations of the Food and Nutrition Board National Research Council. Medical diet menus shall be provided for specific medical diets. Contractor shall provide copies of all such **dated** menus to County's supervisors at least one (1) week in advance and Contractor shall post such **dated** menus in each building at least one (1) day in advance of such meals being served.
- 4.3.28.** The Contractor shall be responsible for assuring menus are reviewed and certified as to nutritional adequacy by a Registered-Certified dietician to meet the requirements of the menu specifications. The Contractor shall be required to provide a nutrient analysis and cooked weight (volume) for each serving size portion and recipes for every menu item.
- 4.3.29.** Where combination foods are on the menu, the Contractor shall submit the recipe providing the list of ingredients and their quantities as well as the number of servings and the size of such servings. The Contractor shall allow representatives of Mesa County to inspect the food items or meals, the food storage, preparation, serving areas, test food for caloric value, minimum IDA's and attractiveness. Mesa County reserves the right to reject food or material that is found not to meet the specifications in the approved menu.
- 4.3.30.** The Contractor shall provide meals of sufficient variety to include regional considerations for the population at the MCDF, MCASU and MCCJS. The Contractor's menu cycle shall be changed seasonally to reflect availability of seasonal foods, traditional holiday menus, and heavier foods during colder weather and light, cool and crisp foods during warmer weather. With appropriate notice of at least one week, the Contractor shall provide "special event" meals for County functions and/or MCCJS client special events. The Contractor shall provide a cost per meal that is reasonable and based upon the number of meals requested and the type of food requested. The Contractor and MCCJS personnel will mutually agree upon a price per meal prior to the special event.

- 4.3.31.** The exact hours of meal service at MCDF, MCASU and MCCJS shall be reached by mutual agreement between the County and the Contractor. Discrepancies in meal delivery (missing meal, non-conforming meal regarding vegetarian, religious and medical diets) to any Mesa County facility shall be noted by Mesa County and the correction shall be made immediately by Contractor in order to present inmate/client with a prepared meal within one hour of regular meal time.
- 4.3.32.** The Contractor shall assure the dietary operations and other related tasks described are in compliance with the Division of Criminal Justice Standards.
- 4.3.33.** The Contractor shall be responsible for preparation, distribution and documentation procedures for medical diets to be provided to inmates of the MCDF, MCASU and/or clients of MCCJS. The Contractor shall prepare and serve all medical diets, ensure the menu is in compliance with the MCDF, MCASU or MCCJS Physician's order. When possible, the menu of the day shall be modified by the Contractor for the individuals on medical diets. When this is not possible, the medical diets shall be prepared separately. Medical diets shall be served by the Contractor during normal serving times in the manner specified by the Physician. The Contractor shall maintain complete records showing which inmates are to be provided medical diets, contents of the diet, and whether each inmate requests and receives their prescribed meal. The Contractor shall submit copies to the health care services supervisor on a monthly basis.
- 4.3.34.** Any dietary or food supplies purchased by the Contractor shall be the property of the Contractor and the Contractor shall be responsible for any loss, damage or spoilage. The Contractor shall be responsible for assuring the correct merchandise and quantity is received and that deliveries are made to correspond with the appropriate schedules and security procedures of MCDF, MCASU and MCCJS. In most cases, the Contractor should assume that MCDF, MCASU and MCCJS will require advance notification of all deliveries. The Contractor must maintain a minimal inventory on hand and such inventory shall be rotated regularly to assure that food items are not served after the manufacturer's expiration date.
- 4.3.35.** The County shall be responsible for providing all tableware, food service delivery items for use in staff dining. The Contractor shall purchase all paper products, kitchen cleaning products and household items as mutually agreed upon to be necessary for the efficient and sanitary operation of food services. The Contractor shall be responsible for the proper storage control of those items to prevent any theft, damage or loss. The Contractor shall be responsible for the provision of all office supplies, except for any standard forms provided by MCDF, MCASU or MCCJS required to operate and manage the food service area. The Contractor shall be responsible for removal and disposal of all cooking oil at MCDF.
- 4.3.36.** The Contractor shall be responsible for purchasing of linen and uniforms for Contractor's staff use only in the dietary operation. **Contractor personnel will**

**be required to wear distinctive food service uniforms (color to be determined) which are different from the colors worn by inmate kitchen labor.** The County shall be responsible for providing all uniforms for inmates working in the food service area.

**4.3.37.** With prior approval from the County the Contractor may install additional equipment in the MCDF kitchen at their own expense. Such equipment shall remain the property of the Contractor. Contractor shall be responsible for all repair/maintenance costs associated with their own equipment.

**4.3.38.** The County shall maintain and repair the building structure in areas assigned to the Contractor including paint and flooring, and shall provide all utilities necessary for the performance of the food service operations contained herein. The County shall be responsible for the on-going maintenance and repair of the walk-in freezers, fire extinguishers, and refrigerators. The County shall provide a phone for local calls. Any long distance charges will be the responsibility of the Contractor. Mesa County shall provide pest control for all areas assigned to the Contractor. Mesa County shall provide facilities for trash removal service to maintain high standards of sanitation.

**4.3.39.** In return for the cost-per-meal rates, the Contractor shall be responsible for the repair and maintenance of all kitchen equipment not referenced in Sections 4.3.35 and 4.3.38. The Contractor's liability for providing maintenance and repairs will be limited to a sum of \$15,000.00. Contractor agrees to keep a log of repair and maintenance costs incurred during any consecutive twelve (12) month period. In the event the Contractor's expenditures for a 12 month period exceeds \$15,000.00, the County will reimburse Contractor for such expenditures. Contractor shall notify and receive permission from the County **prior** to incurring any repair and/or maintenance cost above the \$15,000.00 annual limit. In the event Contractor's annual repair and maintenance expenditures for a 12 month period are less than \$15,000.00, Contractor agrees to reimburse the County the difference between the costs incurred and the sum of \$15,000.00. If, in the Contractor's opinion, a piece of kitchen equipment is judged to be past its useful life and repair is not justified, Contractor shall notify the County accordingly. Upon such notification, the County will either advise Contractor to proceed with repairs and/or maintenance **or** the County will assume responsibility for replacing the equipment.

NOTE: For the purposes of definition, the consecutive 12 month period is intended to refer to a calendar year of January 1 through December 31.

**4.3.40.** Mesa County shall not guarantee an uninterrupted supply of water, steam, electricity, gas, telephone, heat and/or air conditioning. Mesa County will be diligent in restoring service following any interruption. Mesa County shall not be liable for any product loss which may result from the interruption or failure of any such utility service.

**4.4. Other Areas of Responsibility Defined:** During the initial term of this contract, and any extension periods, the following Areas of Responsibility shall apply.

- 4.4.1. Keys:** Contractor is responsible for the control of keys obtained from MCDF, MCASU and/or MCCJS and the security of those areas for which and when they are used by Contractor's personnel. The Contractor shall be responsible for the immediate reporting of all facts related to the losses incurred as a result of break-ins to areas of the MCDF, MCASU and MCCJS. The MCDF, MCASU and MCCJS will designate an authorized person to receive such reports and be responsible for key control. The MCDF, MCASU and MCCJS shall be responsible for costs associated with re-keying and replacing lock cylinders related to standard replacements and maintenance. However, the Contractor shall be responsible for costs associated with the replacement of lost keys, re-keying and replacement of lock cylinders required as a result of Contractor's negligence and/or loss of keys.
- 4.4.2. Inventory:** Upon termination or expiration of this Contract, the Contractor and the County shall conduct a physical inventory of all non-expendable supplies and capital equipment. At that time, the Contractor shall surrender the facilities and equipment to MCDF, MCASU and MCCJS facilities and equipment in as good condition as at the start of the Contract; less ordinary wear and tear. The County shall be the mediator, if required, in the sale of the Contractor's inventories of food, paper supplies, janitorial supplies and equipment. Included shall be the purchase of usual unfilled orders placed by the Contractor.
- 4.4.3. Security:** Contractor agrees to exercise security measures consistent with the nature of the MCDF, MCASU and MCCJS rules and policies. Contractor's employees are not required to have a polygraph examination for the purpose of employment by the Contractor, however, a polygraph exam at Mesa County's expense may be required before the Contractor's employee is issued a building pass to allow for unescorted access to any County facility. The Contractor's staff shall use designated exits and entries to the MCDF, MCASU and MCCJS and shall be required to wear such identification badges as required by the MCDF, MCASU and/or MCCJS. Mesa County will be responsible for providing any identification badges. At all times, while Contractor's employees are in the MCDF, MCASU or MCCJS, Contractor's employees shall comply with all the rules, regulations, directives and bulletins issued by the MCDF and/or MCCJS. Contractor's employee's vehicles, if located on the grounds of the MCCJS, MCASU or MCDF shall be subject to search, in accordance with applicable statutory and constitutional law. The Contractors staff shall not fraternize with inmates or otherwise engage in activities with inmates that could endanger anyone's life, liberty, property, or disrupt detention or corrections programs. The MCDF, MCASU and MCCJS shall provide security measures for Contractor's employees comparable to that offered any County employee. The Contractor agrees that the Contractor's employees shall be subject to all security regulations and practices of the MCDF, MCASU and MCCJS. Mesa County reserves the right to restrict access to any facility or require immediate removal of any person(s) without prior notification.
- 4.4.4. Lockdown Procedures:** The Contractor shall maintain dietary operations during a lockdown situation. The Contractor shall be responsible for the preparation, delivery and supervision of meals at all locations according to the specifications outlined below. If possible, prior notification of a lockdown shall be given to the Contractor. Once a lockdown is implemented, all



inmates may be locked in their cells. No exceptions will be granted by the County. In most cases, the MCDF may know of a lockdown one (1) to three (3) hours in advance. The Contractor shall have on hand menu items that can be used in the lockdown situation, per the approved lockdown menu.

- 4.4.5.** Meals shall be prepared and proportioned by Contractor's personnel.
- 4.4.6.** For the MCDF, the serving of meals shall be supervised by the Contractor's staff and distribution shall be by the MCDF personnel and any inmate labor. At the MCASU and MCCJS facilities, the Contractor is responsible for both the serving and distribution of the meals.
- 4.4.7.** All dietary equipment used in the delivery of the meal services shall be returned to the kitchen facility by Contractor's personnel.
- 4.4.8.** Operation, supervision and sanitation of the dietary areas shall be the responsibility of the Contractor.
- 4.4.9.** In the event of an extended lockdown, the Contractor may request other forms of assistance from the County.
- 4.4.10.** The Contractor is responsible for providing dietary services in the event of a work stoppage or slowdown by Contractor personnel or inmates assigned to the MCDF food service area.
- 4.4.11.** The Contractor may also be requested and be prepared to cater special events, such as meetings, seminars, etc. The additional costs associated with such a special request shall be negotiated between Mesa County and the Contractor at the time of such request.
- 4.4.12.** Contractor shall be responsible for the costs of repairs of any kitchen item that becomes inoperable due to the negligence of Contractor's employees.
- 4.4.13.** For the MCDF Staff Break Room, the Contractor shall be responsible to purchase and provide Coffee/Coffee Filters for the County provided Coffee Station.
- 4.4.14.** For the MCDF Jail Pods, Contractor shall be responsible to purchase and distributed one (1) coffee filter packet per day per eight (8) inmates to each jail pod.
- 4.4.15.** For the MCASU facility at 559 Pitkin Avenue, the Contractor shall provide three (3) cambros of coffee for breakfast and provide a 5 gallon beverage container with each evening meal.
- 4.4.16.** For the five (5) dayrooms in the MCCJS Facility located at 650 South Avenue, the Contractor shall provide one (1) coffee filter pack per day each morning for every 8 clients in each dayroom and shall provide five (5) gallon beverage containers of drink concentrate in each of the five dayrooms.
- 4.4.17.** For the Chipeta building the MCCJS facility located at 436 South 7<sup>th</sup> Street, the Contractor shall be required to provide one (1) coffee filter pack per day each

morning for every 8 clients in each dayroom and shall provide one (1) five gallon beverage container of drink concentrate each day.

4.4.18. The Contractor shall provide adequate condiments for coffee service such as sugar and creamer.

4.5. **Required Records:** During the period of performance of this Agreement, the Contractor shall maintain at MCDF and/or MCCJS the following records which shall be made available to Mesa County upon request:

- 4.5.1. A current staffing chart and work schedules for all employees.
- 4.5.2. A complete job description for all positions and inmate assignments.
- 4.5.3. Records of all staff to include days worked and absences.
- 4.5.4. A record of all meal counts for each meal, by location, according to established meal count practices.
- 4.5.5. Daily records documenting the testing of the temperatures in the refrigerator, cooking, and servicing areas and any other records necessary to meet health care standards.
- 4.5.6. On a weekly basis, the proposed **dated** menu for the coming week shall be prepared by the Contractor and provided to Mesa County's Supervisory personnel one (1) week in advance and Contractor shall post in designated areas of each County facility at least one (1) day in advance a **dated** menu that shows the food to be served at each meal.
- 4.5.7. Nutritional analysis and recipes and portion size of menus.
- 4.5.8. Maintain for 24 hours, a sample meal of each meal served.
- 4.5.9. On a weekly basis, the Contract shall submit all the documentation necessary to generate payments to the Contractor.

4.6. **Clarifications:**

4.6.1. The average number of meals served at breakfast, lunch and dinner at MCCJS and MCASU Facilities are as follows and represent a good faith estimate on the part of Mesa County:

	<b>MCCJS (incl SVIRT)</b> Powell Bldg <b>650 South Ave</b>	<b>MCCJS</b> Chipeta Bldg <b>436 South 7<sup>th</sup> St</b>	<b>MCASU</b> <b>559 Pitkin</b>
Breakfast	60 meals	20 meals	30 meals
Lunch	150 meals	25 meals	45 meals
Dinner	120 meals	30 meals	45 meals

4.6.2. The current time line and location for **meal service at MCCJS:**

Breakfast	Female population	5:30 to 6:00 A.M. (meal delivered to Chipeta but supervised by MCCJS staff)
	General male population	5:30 to 6:00 A.M.
	Treatment clients	6:30 to 7:00 A.M.
Lunch		11:00 A.M. to 2:00 P.M.
Dinner	Female population	5:00 to 5:30 P.M. (meal delivered to Chipeta but supervised by MCCJS staff)
	Treatment clients	5:10 to 5:30 P.M.
	General male population	5:30 to 6:30 P.M.

4.6.3. **Note:** Female clients eat breakfast and dinner in the Chipeta facility, 436 South 7<sup>th</sup> Street, delivered in food trays. Summit View Intensive Residential Treatment

Clients (SVIRT) eat breakfast and dinner in the facility at 650 South, and have their food delivered in food trays. MCCJS Community Corrections male clients eat breakfast and dinner at the ASU facility, 559 Pitkin Avenue. Lunches are handed out by MCCJS staff at both the Powell and Chipeta Facilities.

**4.6.4.** The current time line and location for **meal service at MCASU:**

Breakfast 6:00 to 6:30 A.M.  
Lunch Noon to 12:30 P.M.  
Dinner 6:30 to 7:00 P.M.

Sack lunches shall be prepared no more than 24 hours in advance, but in time to provide at breakfast meal for inmates working "outside". The remaining sack lunches are served to clients that remain in the buildings at the approximate lunch times cited above.

**4.6.5.** Mesa County considers the replacement of such items as trays, plates, serving bowls, and utensils to be repair and maintenance items that shall be paid for by the County as the need arises.

**4.6.6.** The Contractor shall be responsible for providing a vehicle for delivery of meals and other food items at MCASU and Powell Buildings.

**4.6.7. Price Adjustments:** Starting on the date of the first potential renewal date of January 1, 2016, any annual adjustment to the Contractor's "cost per meal" prices cited herein shall be adjusted in a manner mutually agreeable to the County and the Contractor. Such price adjustment shall take effect on January 1, 2016. Any subsequent additional annual extension period(s) shall take effect on January 1 of the applicable extension period and shall remain in effect for the entire year ending December 31. The amount of the adjustment to the cost per meal on January 1 of either 2016 or 2017 shall be governed by the following:

**4.6.7.1.** In the event an increase is requested by the Contractor and accepted by the County, such increase in the cost per meal rates **shall not exceed 3%**, regardless of the circumstances.

**4.6.7.2.** In the event the "Food Away From Home Index" for the initial twelve (12) month period of performance and any County approved annual extensions has increased less than 3%, the percentage adjustment for the cost per meal requested by the Contractor shall equal the percentage change in this previously referenced index at the stated **amount less than 3%.**

**4.6.7.3.** **Downward price adjustments to the cost per meal rate can be granted at any time** by the Contractor and such reductions shall not be restricted by any maximum percentage reduction.

**4.6.7.4.** In the event the County does not accept the Contractor's request for an increase in the cost per meal, the Contractor may terminate this agreement with **90 days prior written notice.**

**4.7. Site Visit/Briefing:** A **mandatory** site visit is required by all contractors intending to submit a response to this RFP. Any contractor that does not attend the **mandatory** site visit shall not be eligible to submit a response to this RFP. **The site visit shall be held at the Mesa County Detention Facility located at 215 Rice Street, Grand Junction, CO on Wednesday, October 15, 2014 at 11:00 A.M.** Please be advised, prospective

**offerors need to allow enough time to check in at the Detention center with photo ID to gain access in the jail.**

**4.8. RFP Tentative Time Schedule:**

- Request for Proposal available on or about October 10, 2014
- Mandatory Site Visit October 15, 2014
- Inquiry deadline, no questions after this date October 20, 2014 at noon
- Submittal deadline for proposals October 29, 2014
- Owner evaluation of proposals Oct 30 to Nov 14, 2014
- Final selection November 17, 2014
- BoCC Approval (if required) December 8, 2014
- Contract execution January 1, 2015

**4.9. Questions Regarding Scope of Services:** All questions shall be submitted in writing to:

Susan Hyatt, Senior Buyer  
[susanh@gjcity.org](mailto:susanh@gjcity.org)

## SECTION 5.0: PREPARATION AND SUBMITTAL OF PROPOSALS

**Submission:** Each proposal shall include **One (1) hard copy** and **one (1) electronic copy on USB Flash Drive or CD**, placed in a sealed envelope and marked clearly on the outside “**Inmate Food Services RFP-3905-14-SH**”. **The electronic copy shall be an exact reproduction of the original documents provided. All sections shall be combined into a SINGLE ELECTRONIC PDF DOCUMENT. The electronic copy shall be the official document.** Offerors are required to indicate their interest in this Project, show their specific experience and address their capability to perform the Scope of Services in the Time Schedule as set forth herein. For proper comparison and evaluation, the Owner requests that proposals be formatted **A to G**. Proposals must contain all of the following information to satisfy the requirements of this RFP:

- A. Cover Letter:** Cover letter shall be provided which explains the Firm’s interest in the project. The letter shall contain the name/address/phone number of the person who will serve as the firm’s principal contact person with Owner’s Contract Administrator and shall identify individual(s) who will be authorized to make presentations on behalf of the firm. The statement shall bear the signature of the person having proper authority to make formal commitments on behalf of the firm. By submitting a response to this solicitation the Contractor agrees to all requirements herein. **PLEASE NOTE: A LETTER FROM THE BOND AND SURETY PROVIDER INDICATING CONTRACTOR’S ABILITY TO MEET THE REQUIREMENTS SHOULD BE INCLUDED IN THE PROPOSAL.**
- B. Qualifications/Experience/Credentials:** Proposers shall provide their qualifications for consideration as a contract provider to the City of Grand Junction/Mesa County and include prior experience in similar projects. Include resources, skills and capabilities to meet the objective of the project.
- C. Strategy and Implementation Plan:** Describe your (the firm’s) interpretation of the Owner’s objectives with regard to this RFP. Describe the proposed strategy and/or plan for achieving the objectives of this RFP. The Firm may utilize a written narrative or any other printed technique to demonstrate his/her ability to satisfy the Scope of Services. The narrative should describe a logical progression of tasks and efforts starting with the initial steps or tasks to be accomplished and continuing until all proposed tasks are fully described and the RFP objectives are accomplished. Include a **time schedule** for completion of your firm’s implementation plan and an estimate of time commitments from Owner staff.
- D. References:** A minimum of three (3) **references** with their names, addresses and telephone numbers that can attest to your experience in projects of similar scope and size.
- E. Fee Proposal:** Provide a complete list of costs using Solicitation Response Form found in Section 7.
- F. Financial Statements:** Proposer shall provide a financial statement, as prepared by a certified public accountant, for their prior fiscal year, consisting of a balance sheet, profit and loss statement and such other financial statements as may be

appropriate, which shall demonstrate that the proposer possesses adequate financial ability and stability to enable the Proposer to fulfill their obligations under the terms of this RFP. If requested by the Proposer, such information shall be treated as confidential by the Owner and shall not be subject to public disclosure. These documents must depict the financial status of that entity, subsidiary, division, or subdivision thereof, which will actually provide services. If the Proposer is a partnership or joint venture, individual financial statements must be submitted for each general partner or joint venture thereof. Consolidated balance sheets and profit/loss statements depicting the financial status of a Parent Corporation or joint venture shall not be considered an acceptable response.

- G. Additional Data:** Include in your response:
- a. Provide any additional information that will aid in evaluation of your qualifications with respect to this project.
  - b. Menu examples shall include a 4 week period, special diet menus along with caloric information for all menus.
  - c. A letter from the bond and surety provider indicating your ability to meet the requirements of this RFP.

## SECTION 6.0: EVALUATION CRITERIA AND FACTORS

- 6.1 Evaluation:** An evaluation team shall review all responses and select the proposal or proposals that best demonstrate the capability in all aspects to perform the scope of services and possess the integrity and reliability that will ensure good faith performance.
- 6.2 Intent:** Only respondents who meet the qualification criteria will be considered. Therefore, it is imperative that the submitted proposal clearly indicate the firm's ability to provide the services described herein.

Submittal evaluations will be done in accordance with the criteria and procedure defined herein. The Owner reserves the right to reject any and all Statements. The following parameters will be used to evaluate the submittals (in no particular order of priority):

- Responsiveness of submittal to the RFP
- Understanding of the project and the objectives
- Experience
- Necessary resources, skills and capability
- Strategy & Implementation Plan
- Demonstrated business integrity
- References
- Financial Stability
- Fees

The Owner will undertake negotiations with the top rated firm and will not negotiate with lower rated firms unless negotiations with higher rated firms have been unsuccessful and terminated.

- 6.3 Oral Interviews:** The Owner may invite the most qualified rated proposers to participate in oral interviews.
- 6.4 Award:** Firms shall be ranked or disqualified based on the criteria listed in Section 6.2. The Owner reserves the right to consider all of the information submitted and/or oral presentations, if required, in selecting the project Contractor.

**SECTION 7.0: SOLICITATION RESPONSE FORM**  
**RFP-3905-14-SH "Inmate Food Services"**

*Offeror must submit entire Form completed, dated and signed.*

**Cost Per Meal Rate:** In return for providing all food services at the Mesa County Detention Facility (MCDF), Mesa County Alternative Sentencing Unit (MCASU) and Mesa County Criminal Justice Services (MCCJS) locations, the Contractor agrees to provide such services for the fixed price rates of:

1. **Cost per 3 hot meals consisting of 2800 and 3200 calories per day at MCDF, MCASU and MCCJS\*:** \$ \_\_\_\_\_ per meal served.
2. **Cost per 2 hot meals and 1 cold meal consisting of 2800 and 3200 calories per day at MCDF, MCASU and MCCJS\*:** \$ \_\_\_\_\_ per meal served.
3. **Contractor shall provide cost per meal for the following examples of special event client meals, assuming 40 clients and the meal is delivered to a MCCJS building:**

<b>Taco Bar</b>	\$ _____	<b>per meal served.</b>
<b>Grilled hamburgers w/sides</b>	\$ _____	<b>per meal served.</b>
<b>Salad and soup bar</b>	\$ _____	<b>per meal served.</b>
<b>Chili dogs and chips</b>	\$ _____	<b>per meal served.</b>
<b>Pizza and salad</b>	\$ _____	<b>per meal served.</b>

Mesa County Staff will determine which of the three options are selected at MCDF and/or MCCJS.

The prices stated above include an allowance for the provision of Contractor maintenance and repair services described in this RFP document. Contractor and the County shall develop a mutually agreeable procedure for documenting the number of meals served at each location.

\*MCCJS price for 3200 calories per day includes the option for a peanut butter and jelly sandwich for an additional caloric intake per day. The peanut butter and jelly sandwich is above the 3200 calories.

**Additional Comments/Notes:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

-----  
*The Owner reserves the right to accept any portion of the work to be performed at its discretion*  
-----

The undersigned has thoroughly examined the entire Request for Proposals and therefore submits the proposal and schedule of fees and services attached hereto.

This offer is firm and irrevocable for sixty (60) days after the time and date set for receipt of proposals.



The undersigned Offeror agrees to provide services and products in accordance with the terms and conditions contained in this Request for Proposal and as described in the Offeror's proposal attached hereto; as accepted by the Owner.

Prices in the proposal have not knowingly been disclosed with another provider and will not be prior to award.

- Prices in this proposal have been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition.
- No attempt has been made nor will be to induce any other person or firm to submit a proposal for the purpose of restricting competition.
- The individual signing this proposal certifies that he/she is a legal agent of the offeror, authorized to represent the offeror and is legally responsible for the offer with regard to supporting documentation and prices provided.
- Direct purchases by the Owner are tax exempt from Colorado Sales or Use Tax. Mesa County Tax Exempt No. 98-04241. The undersigned certifies that no Federal, State, County or Municipal tax will be added to the above quoted prices.
- Prompt payment discount of \_\_\_\_\_ percent of the net dollar will be offered to the Owner if the invoice is paid within \_\_\_\_\_ days after the receipt of the invoice. Payment Terms \_\_\_\_\_.

**ADDENDA:** State number of Addenda received: \_\_\_\_\_.

Date: \_\_\_\_\_

\_\_\_\_\_  
Company Name – (Typed or Printed)

\_\_\_\_\_  
Authorized Agent – (Typed or Printed)

\_\_\_\_\_  
Authorized Agent Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address

\_\_\_\_\_  
State, and Zip Code

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
E-mail Address of Agent

\_\_\_\_\_  
Cell Phone Number

## SECTION 8.0: Proposal Structure

Use of this Proposal Structure is required or the proposal may be considered unresponsive and therefore disqualified. The Offeror must place and label a major tab between each Part of the Proposal Structure and minor tabs between each sub-part of the proposal structure.

<b>Part 1</b>	<b>Solicitation Submittal</b>
	Cover Letter
	Qualifications, Experience and Credentials
	Strategy and Implementation Plan
	References
	Financial Statement
	Additional Data, including menu examples and letter from bond/surety company
<b>Part 2</b>	<b>Solicitation Response Form</b>
	Submit dated and signed form
<b>Part 3</b>	<b>Number of Submittals</b>
	One (1) written copy and one (1) copy of the proposal on a CD or USB in PDF format.