

## **Request for Proposals**

### **Jail Inmate Food Services**

**All Proposals Shall be Marked  
“Jail Inmate Food Service”**

**Mail Proposals to:**

**Kaylan Rich, Jail Captain  
“Jail Inmate Food Service Proposal”  
30 North 3<sup>rd</sup> Street  
Black River Falls, Wisconsin 54615**

## 1. Introduction

The Jackson County Sheriff's Office, referred to as "County," is requesting proposals from all interested providers of inmate food services. The term "vendor," as used herein shall refer to providers submitting proposals in response to this Request for Proposal (RFP). The term "Contractor" or "Provider" is also used to describe the successful vendor(s) in the context of providing services under a contract resulting from this RFP.

All responses received from this RFP will be evaluated on the criteria provided.

**One original plus three (3) copies** must be delivered to the address below on or before 4:00 pm central standard time on **July 15, 2024**. The County will not be responsible for proposals delivered to a person or location other than that specified herein, and reliance on third party shipping methods will not excuse late proposals.

**Jackson County Sheriff's Department  
Attn: Kaylan Rich, Jail Captain  
"Jail Inmate Food Service"  
30 North 3<sup>rd</sup> Street  
Black River Falls, Wisconsin 54615**

Any amendments or addendum to this RFP is valid only if in writing and issued by the Jackson County Sheriff's Office. **Questions regarding specifications for this RFP must be submitted, in writing, to Jail Captain Kaylan Rich at [Kaylan.Rich@Jacksoncountywi.gov](mailto:Kaylan.Rich@Jacksoncountywi.gov) or by**

**Postal Service to:  
Jackson County Sheriff's Department  
Attn: Captain Kaylan Rich  
30 North 3<sup>rd</sup> Street  
Black River Falls, Wisconsin 54615**

The County reserves the right to decline to respond to any questions if, in the County's assessment, the information cannot be obtained and shared with all potential vendors in a timely manner.

## **2. General Terms and Conditions**

### **2.1 Primary Responsibility:**

The selected Contractor(s) will be required to assume full responsibility for all services and activities offered in the proposal. Further, the County will consider the selected Contractor(s) to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.

### **2.2 Assurance:**

Any contract awarded under this RFP must be carried out in full compliance with Title VI and VII of the Civil Rights Act of 1964, as amended, and Section 504 of the Rehabilitation Act of 1973, as amended. The Provider must guarantee that services provided will be performed in compliance with all applicable Federal, State and Local laws and regulations pertinent to this project. Prior to executing an agreement, the Provider will be required to provide evidence substantiating the necessary skill to perform the duties through the submission of references.

### **2.3 Independent Contractor:**

In performance of the work, duties and obligations assumed by the vendor, it is mutually understood and agreed that the vendor, including any and all of the vendor's officers, agents and employees, will at all times be acting and performing in an independent capacity and not as an officer, agent, servant, employee, joint venture, partner or associate of the County.

### **2.4 Jackson County prohibits discrimination in employment or in the provision of services because of race, color, religion, religious creed, sex, sexual orientation, age, marital status, ancestry, national origin, political affiliation, military participation, physical disability, or medical condition. This clause does not require the hiring of unqualified persons.**

### **2.5 The County reserves the right to reject any and all proposals, to negotiate specific terms, conditions, compensation, and provisions on any contracts that may arise from this solicitation; to waive any informalities or irregularities in the proposals, and to accept the proposal(s) that appear(s) to be in the best interest of the County. In determining and evaluating the proposals, cost and commissions will not necessarily be controlling; the experience of those who will be providing services under the contract, quality, equality, efficiency, utility, suitability of the services offered, and the reputation of applicants will be considered, along with other relevant factors.**

### **2.6 Jackson County reserves the right to:**

- Request clarification of any submitted information;
- Not enter into any agreement.

**2.7** Portions of this RFP and the vendor’s proposal may be made part of any resultant contract and incorporated in the contract.

**3. Contract Terms**

The contract period will be for two (2) years commencing on **August 1, 2024**, with an option for the County at its discretion to extend the contract for additional one year term/s.

**4. Background**

This Request for Proposal (RFP) is to establish a contract for provision of Inmate Food Services, for the Jackson County Jail with the proposal to contain the sole option of offsite independent kitchen from the Jackson County Jail.

Jackson County Sheriff’s Department/ Jail:

- Jackson County houses approximately 30-45 inmates on a daily basis.
- Jackson County Jail serves an average of 105 meals per day.

**5. Qualifications of Bidder**

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

- A. The vendor must be organized for the purpose of providing institutional and/or volume food services and would preferably have five (5) years previous correctional managed experience with proven effectiveness in administering large scale corrections food service programs.
- B. The vendor must have proven ability for contract start-up by **August 1, 2024**
- C. The vendor must have qualified and trained staff with sufficient back-up personnel and background checks submitted for each employee that will be providing food service at the Jackson County Sheriff’s Department.
- D. The vendor must have the central office capability to supervise and monitor the program ensuring satisfactory provision of services. In addition, the vendor must have an alternate emergency preparation plan.

## **Food Services Requirements**

**6. Vendor shall undertake, perform and complete the following:**

Vendor shall be responsible for the overall operations of the kitchen offsite of the Jackson County Jail. Specifically, Vendor shall be responsible for the following:

Plan, coordinate, handle, prepare and provide meals for the Jail's inmates. All menus and special diets shall meet the standard for adult holding and detention facilities as established by the Wisconsin Department of Corrections, chapter 350. The Jail Captain will approve all menus prior to commencement. All meals served shall be in compliance with the most recent Recommended Daily Allowance for adult males as established by the National Academy of Sciences with a minimum of 2600 calories per day.

Ensure that all meals are served at appropriate temperatures (140 degrees hot, 40 degrees cold) and in a manner that makes them palatable and visibly pleasing, complete with condiments (dressing, sugar, salt, pepper, and ketchup or mustard, where appropriate.)

Employment of staff where appropriate. Employee of Vendor assigned to work at the facility shall submit to periodic health examinations as required by law. Vendor shall submit satisfactory evidence of compliance with all health regulations, including health examinations, to the County upon request.

The County will purchase all consumable paper supplies and chemicals which are required for food service operations. These supplies shall remain the property of the County.

The Vendor will be responsible for routine cleaning and housekeeping of food service preparation, services and storage areas, and shall on a continuing basis, maintain standards of sanitation required by State and local regulations; 30 day inspections & annual inspections. The Vendor shall be responsible for removal of trash and garbage.

Meet requirements of all federal, state and local health standards and any other applicable standards.

**7. Inmate Food Service**

- a. Prepare three (3) meals (two hot) (hot breakfast, hot lunch and cold meal) for each day of the calendar year. Meals are to be available at the times specified by the Sheriff or his designated representative.

- b. The Sheriff or the designated representative shall provide the Vendor confirmation of the number of meals required to be served for each meal prior to service of that meal.
- c. Adhere to a four (4) or five (5) week menu, at the discretion of the Vendor, approved by a registered dietitian and accepted by the Sheriff.
- d. Prepare special meals, approved by a registered dietician, as required by the Jail Medical Section and communicated through the Sheriff including, but not limited to, medical and religious meals.
- e. Provide daily meals to staff as requested and at a cost per meal mutually agreed upon between the Sheriff and the Vendor; optional.

**8. Compensation and Payment Procedure**

The county shall pay the Vendor a cost per meal basis. The Vendor shall submit invoices weekly based upon number of meals served. The County shall reimburse Vendor for services billed pursuant to its procedure for payment of Accounts Payable within thirty (30) days from the date of the Sheriff's verification that the services have been satisfactorily performed.

**9. Accounting Procedures**

The accounting procedures and internal financial controls of the Vendor shall conform to generally accepted accounting practices (GAAP) in order that the costs allowed by this request can be readily ascertained and expenditures verified.

**10. Reports, Records and Inspection of Records**

Vendor shall keep full and accurate records of the meals served. A copy of the records shall be supplied to the Sheriff or his designated representative with the monthly invoices. In addition, the successful Vendor shall retain all records related to the services provided for seven (7) years after the terminations of an agreement. All records related to the service provided under this request shall be available for auditing by the County at any time during regular working hours.

**11. Reporting of Accidents or Incidents at the Jackson County Jail**

Vendor shall ensure that its employees immediately report any accidents or incidents of any unusual nature in writing to the Sheriff or his designated representative.

**12. Staffing Requirement**

- a. Follow all security rules of the Jackson County Sheriff's Department.
- b. Coordinate shipping and receiving operations and unloading supplies.
- c. Submit names, dates of birth, social security number and driver's license numbers of all employees who may work within the kitchen facility at least one-week prior to the commencement of work.
- d. Immediately notify the Sheriff of any termination of employment by Vendor in the kitchen or when an employee provides written notification of termination of employment in the kitchen.
- e. All Vendor employees shall be provided and shall wear a photographic identification, at the County's expense. The identification is the property of Jackson County and shall be returned upon termination of employment with the Vendor.
- f. Vendor is required to have a full-time kitchen manager/personnel available to be a regular point of contact with the Jail Captain.
- g. The Sheriff reserves the right to refuse admittance to any person or persons who may constitute a security risk to the Jackson County Jail.
- h. The Vendor shall coordinate and process inmate's complaints with the Jail Captain or jail staff. All complaints from inmates about food or its preparation shall be resolved as soon as practicable.

**13. Inspection of Kitchen and Services Performed**

The Sheriff or his designated representative shall conduct periodic unannounced inspections of the jail's kitchens and the services performed under this request. Such inspections shall be conducted in a manner to be least disruptive to kitchen operations. Meals shall be inspected to ensure they are prepared in compliance with the menu requirements.

If during an inspection, the meals, the kitchen, or the inventory are found not to be in compliance, the Sheriff shall inform the Vendor in writing. Vendor may also be subjected to periodic inspections by the Jackson County Department of Health and the State of Wisconsin, Department of Corrections.

**14. Reservation of Rights**

The Jackson County Sheriff's Office reserves the right to reject any and all proposals, to award the agreement to other than the low proposal, to award separate agreements for separate parts of the services required, to negotiate the terms and conditions of all and any part of the proposals, to waive irregularities and or formalities, and in general to make award in the manner as determined to be in the best interest and at the sole discretion of the County.

**15. Responsive Proposals**

Companies are expected to examine the RFP requirements and all instructions. Failure to do so will be at the company's risk. Each company shall furnish all information requested herein. The person signing the proposal must initial all erasures or other changes. If any person contemplating submitting a proposal is in doubt of the true meaning of any part of the specifications of other conditions with the RFP, they are advised to have the portions in question clarified.

**16. Changes to Bid Documents**

Each change or addendum issued in relation to the RFP will be on file in the Sheriff's Office. In addition, to the extent possible, copies will be mailed to each person registered as having received an RFP. It shall be the contractor's responsibility to make inquiry as to the changes or addenda issued. All such changed or addenda issued, shall become part of the contract and all bidders shall be bound by such changes or addenda.

**17. Taxes, Terms and Conditions**

Section 258 of the law amends Sec. 77.54 (9a) of the Statutes which exempts the state and local units of government from payment of the state sales tax on goods and services purchased. We are informed by the Department of Revenue that no exemption certificates are required from governmental units and no exempt status numbers are issued to governmental units. All local units of government should notify vendors that they are exempt from payment of the tax by statute, and that notes to that effect on vendor invoices will satisfy Department of Revenue auditors should the vendor be audited.

Jackson County is exempt from Federal Excise and State Sales Tax. The County will provide the tax exemption numbers. Payment terms are Net 30 upon receipt and acceptance.

**18. Method of Award**

The award will be made to the vendor whose proposal is determined to be professionally and technically complete. The selection process may, however, include a request for additional information or an oral presentation to support the written proposal. The price



proposal will be considered firm and cannot be altered after receipt per the terms of this proposal.

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

The successful vendor shall commence work only after the transmittal of a fully executed contract and after receiving written notification to proceed from Jackson County. The successful bidder will perform all services indicated in the proposal in compliance with the negotiated contract. All bids will be reviewed and recommendations for a selection will be made to the Jackson County Sheriff's Administrative Team.

Jackson County reserves the right to reject any and all proposals for any reason in whole or in part received in response to this RFP. Jackson County will not pay for any information herein requested, nor is it liable for any cost incurred by the proposer.

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

**19. Withdrawal of Proposal**

Proposals may be withdrawn in person by a bidder, or authorized representative, provided their identity is made known and a receipt is signed for the bid, but **only** if the withdrawal is made prior to the stated bid deadline. No proposal may be withdrawn for at least 90 days after opening except the successful company whose prices shall remain firm for the entire contract period. In case of error by the bidder in making up a bid, the Jackson County staff may, by discretion reject such a proposal upon presentation of a letter by the Bidder which sets forth the error, the cause thereof, and sufficient evidence to substantiate the claim.

**20. Indemnification and Hold Harmless**

The Contractor whose proposal is accepted must agree to the following indemnification and hold harmless responsibilities:

Contractor shall defend, save, indemnify, and hold harmless the County, its elected officials, officers, employees, or authorized representatives or volunteers and each of them from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, penalties, liabilities, interest, decrees, costs, charges and expenses of whatsoever kind or nature, including reasonable attorney's fees, whether arising out of or in any manner directly or indirectly caused, occasioned, or contributed

to in whole or in part or claimed to be caused, occasioned, or contributed to in whole or in part, by reason of any act, omission, fault, or negligence, whether active or passive, which may arise out of or in connection with the rights, responsibilities and obligations of Contractor under the Agreement, except for any occurrence arising out of or resulting from the intentional tort or negligence of the County.

Nothing contained in this Agreement shall be construed as a waiver of any form of governmental immunity to which the County may be entitled, including, but not limited to, those found in Chapter 893, Wis. Stats.

**21. Equal Employment Opportunity**

The Contractor and its subcontractors, as required by law, shall not discriminate against the employee or applicant for employment with the respect to hire, tenure, terms, conditions or privileges of employment, or a matter that directly relates to employment, because of race, color, religion, national origin, age, sex, disability, that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, or marital status. Breach of this covenant may be regarded as a material breach of the Contract.

The Contractor agrees to post notices containing this policy against discrimination in conspicuous places available to applicants for employment and employees. All solicitation or advertisements for employees, place by or on the behalf of the Contract, will state that all qualified applicants will receive consideration for employment without regard to race, color, sex, national origin, disability, age, height, weight, marital status and religion.

**22. Insurance Requirements**

The Contract whose proposal is accepted must meet and agree to maintain during the term of the contract the following insurance coverage requirements. All coverages shall be with insurance companies licensed and admitted to do business in the State of Wisconsin. All coverages shall be with insurance carriers acceptable to the County.

- A. The Contractor shall carry Worker's Compensation and Employer's Liability Insurance Coverage, as required by law. In the event that the Contractor uses subcontractors and subcontractors for the performance of services required under this proposal, the Contractor shall ensure that said subcontractors and sub-subcontractors carry Worker's Compensation and Employer's Liability Insurance coverage, as required by law.
- B. The Contractor shall be responsible for insuring all its tools and equipment and all material which it may use and/or leave at the work site. The County shall not be responsible for any loss or damage to the Contractor's tools and materials.

- C. The Contractor shall procure and maintain during the term of the contract Commercial General Liability Insurance on an "Occurrence basis" with limits of liability of not less than \$1,000,000 per occurrence and/or aggregate combines single limit, for Personal Injury or Bodily Injury and \$2,000,000 per occurrence and/or aggregate for Property Damage.
- D. If any of the above coverage's expires during the term of the Agreement, the Contractor's insurer shall deliver renewal certification and/or policies to Jackson County at least thirty (30) days prior to expiration.

**23. Selection Criteria**

The primary criteria used in selecting a vendor will be used as follows:

- A. The vendor's demonstrated experience and expertise in correctional facilities. Experience shall include current service in correctional facilities of similar size and volume, as well as experience of staff, district manager, transition team and availability and an alternative preparation site that are close proximity of the Jackson County Sheriff's Office.
- B. The vendor's demonstrated ability to comply with the State of Wisconsin Department of Corrections (DOC) chapter 350, and Wisconsin state statutes, coupled with the Jackson County Sheriff's Office for compliance for food services.
- C. The Price per meal proposed.
- D. Past history and references. Vendors shall include a listing or references with their proposals, indicating facility locations, and name and telephone number of facility contact person. The list should contain at least three (3) current references of like size, and all current facilities within the State of Wisconsin.
- E. The Vendor's preliminary transition plan.

Submitted proposals will be reviewed by the Sheriff's Administrative Team. Vendors, who are deemed on a basis of selection criteria, fully qualified and best suited among those submitting proposals, may be requested to participate in discussions regarding their proposals. Discussion will cover cost, methods and all other relevant factors. Jackson County reserves the right to select a bidder based on the quality of the proposal – not necessarily the lowest bidder.

At the conclusion of discussions, the vendors will be ranked on the basis of selection criteria and final negotiations will be conducted with the vendor ranked first. If a satisfactory agreement can be reached, the contract shall be awarded to the vendor; otherwise, negotiations will be conducted with each subsequent vendor until a

satisfactory contract can be established or until the determination is made that the rejection of all proposals is in the best interest of Jackson County.

## **24. Proposal Package**

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

- A. Cover letter
- B. Executive Summary to the RFP
- C. Three (3) References
- D. Technical Proposal
- E. Pricing Page
- F. All current locations in the state of Wisconsin

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

- 1) Introduction
  - a) Company Profile
    - i) Date organized to provide food service management in institutional and correctional facilities.
  - b) Corporate background and depth of support
    - i) Number of employees
    - ii) Number of years doing business
  - c) Company achievements in providing correctional food service management.
- 2) Operational Requirements
  - a) All proposals must include a sample of operational skills and job descriptions for foodservice workers.
- 3) Pricing – on a per meal basis
  - a. Adult males as established by the National Academy of Sciences and a minimum of 2600 calories per day.
  - b. Ensure that all meals are served at appropriate temperatures (140 degrees hot, 40 degrees cold) and in a manner that makes them palatable and visibly pleasing, complete with condiments (dressing, sugar, salt, pepper, and ketchup or mustard, where appropriate).

**25. Transition on Commencement of Contract**

The successful proposer shall assume full operations on **August 1, 2022**. A preliminary transition plan must be submitted with each proposal. The Vendor shall coordinate and cooperate with the existing food service and employees to assure a smooth and orderly transition with uninterrupted food services. Upon award of contract, the Vendor shall name a Transition Manager, who shall have responsibility for transition activities. Within thirty (30) days of award of contract, the Vendor shall submit a final Transition Plan to the Sheriff for approval.

**26. Term of Contract**

Contract/ Agreement shall be in effective from **August 1, 2024**, for a minimum of two (2) years, terminating on **July 31, 2026**. During the first year of the contract/agreement either party may terminate the contract/agreement with or without cause by written notice to the other party given not less than ninety (90) days prior to the effective date of termination.

**27. Meal Plan Options**

Jackson County would like to explore, as a way to help contain costs, any meal plan options that you have available. Include pricing of all meal plan options you provide and describe in detail the staffing requirements that are needed for your company and Jackson County for each meal plan option.

**JACKSON COUNTY, WISCONSIN  
Food Service Proposal  
Signature Sheet**

Name of Agency:	
Address:	
Telephone Number:	Fax Number:
Email Address:	Federal Tax ID Number:

<p><b>CHECK ONE OF THE FOLLOWING:</b></p> <p>_____ Partnership                      _____ Non-Profit Corporation</p> <p>_____ Profit Corporation</p> <p>_____ Limited Liability Company</p> <p>_____ Other, Specify: _____</p>
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<p>If awarded a contract in response to this proposal, our company:</p> <p>_____ Will                      _____ Will Not</p> <p>Be able to meet the specifications as required in Insurance Requirements</p>
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Signature of Authorized Signatory:	Title:
Name of Authorized Signatory: (Print)	Date:

<p>The above individual is authorized to sign on behalf of the company submitting this proposal. Proposals must be signed by an official authorized to bind the provider to its provisions for at least a period of 90 days.</p>

**JACKSON COUNTY, WISCONSIN  
Inmate Food Service**