

**Request for Proposal for  
Inmate Food Service**

2023

Bid Release Date:  
April 3, 2023

Bid Due Date and Time:  
April 25, 2023

Issued By:

Captain Carla Roberson  
Anderson Police Department  
Detention Center  
401 South Main Street  
Anderson, SC 29624  
864-231-2276

## LEGAL NOTICE

Notice is hereby given that sealed bids will be received by Anderson City Detention Center from April 3<sup>rd</sup>, until 12 noon, April 25<sup>th</sup>, 2023, until 12:00 p.m. Noon to: Captain Carla Roberson

PROVIDE ALL MEALS AND COMPLETE FOOD SERVICE FOR THE ANDERSON CITY DETENTION CENTER STATED IN THESE RFP SPECIFICATIONS

Bids must be enclosed in a SEALED PACKAGE, bearing the NAME AND ADDRESS OF THE BIDDER AND THE NAME OF THE ITEM BID ON THE OUTSIDE OF THE ENVELOPE.

Bids may be hand delivered, at the place specified, on or before the hour named. The City will not assume responsibility for bids forwarded by mail and no bid will be accepted after the time specified. Consideration of the bid may be reserved for a period of 90 days before award of the contract is made.

Bidders are required to comply with all requirements of applicable laws of the State of South Carolina and be authorized to conduct business in the State. The bidder awarded the contract must be willing to obtain a City of Anderson Business License to conduct business within the city limits of Anderson, SC.

Anderson City reserves the right to reject any or all bids, to waive any informality in bids and to accept the bid that, in the opinion of the City, is in the City's best interest. The award will not necessarily go to the Proposal with the lowest price, but to the proposal that best demonstrates the ability to fulfill the requirements of the Request for Proposal and Specifications.

## Anderson City Detention Center Request for Inmate Food Service Proposal

### I. INTRODUCTION

Anderson City is requesting proposals for the provision of food service to include inmate feeding seven days a week and program support services for a population of up to approximately 135 inmates, for a term of 1 year from date of contract start. In addition, the City reserves the option of extending the contract without bid on a year-to-year basis for additional two (2) year periods. Note: Recent average daily population has been 95.

Anderson City presently operates a facility at the following location:

401 South Main Street, Anderson, SC 29624

Contact Person: Captain Carla Roberson

Contact Phone: 864-231-2276

Contact Email: [croberson@cityofandersonsc.com](mailto:croberson@cityofandersonsc.com)

### II. OBJECTIVE OF RFP

The objective of this RFP is to result in a contract between the successful bidder and Anderson City that will meet the following objectives:

- To deliver high quality food service compliant with established nutritional and health standards
- To operate the food service program using correction experienced and professionally trained personnel.
- To operate the food service program in a cost-effective manner with full reporting to the City.
- To implement a food service operation plan with clear objectives, policies, procedures, and evaluation of compliance
- To maintain standards established by the City, as well as American Correctional Association (ACA), and any applicable State and Federal Correctional Food Service Standards
- To offer a comprehensive program for continuing staff training and inmate training

### III. PROPOSAL PROCESS

The following is a schedule of events concerning the proposal process:

Distribution of the RFP:	April 3 <sup>rd</sup> , 2023
Mandatory Pre-Bid	April 18 <sup>th</sup> , 2023- 11:00AM APD 401 S. Main St.
Due Date	April 25 <sup>th</sup> , 2023 12 NOON APD 401 S. Main St.
Public Opening:	April 26 <sup>th</sup> , 2023 10:00 AM APD 401 S. Main St. Conference room
Notification of Award:	After bid evaluations
Commence Services:	To be determined.

There will be a mandatory pre-bid meeting on April 18<sup>th</sup> at 10:00 AM at the Anderson Police Department .

Proposals must be received no later than 12:00 p.m., on April 25<sup>th</sup> , 2023. Proposals received after this date and time will not be accepted. A complete original and two (2) copies must be submitted to:

Captain Carla Roberson (Bidders will verify receipt of bid with Captain C Roberson)

Any changes to this bid will be in the form of a written addendum, which will be furnished to all Bidders who are listed with the City as having received a request for bid document No addenda will be issued later than seven working days prior to the date for receipt for bid except an addendum which, if necessary, postpones the date for receipt of bid or cancels this bid. Bidders shall acknowledge receipt of all addenda with their bid.

All questions concerning this bid are to be submitted in writing via email to

Captain Carla Roberson no later than Wednesday April 19<sup>th</sup> , 2023 at 3:00 PM. All inquiries and responses will be distributed to all Bidders known to have received the RFP document. The City will not be responsible for or bound by any oral instructions made by any employee(s) of the City regarding this RFP. The City will answer questions by Friday April 21<sup>st</sup> at 2:00 PM.

#### **IV. QUALIFICATIONS OF BIDDER**

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

- The contractor must be organized for the purpose of providing institutional and/or volume food service and must have five (5) years previous correctional feeding experience with proven effectiveness in administering corrections food service programs.
- The contractor must have the ability for a contract start-up by May 8<sup>th</sup> -May 22<sup>nd</sup>, 2023.
- The contractor must have qualified and trained staff; at a minimum the contract manager must have three years of corrections feeding experience.
- The contractor shall submit a list of five references, including, at a minimum, the name of the institution, address, a contact name, and phone number.
- The contractor must have 3 food service operations in the state of South Carolina.
- The contractor must have a district manager residing in state of South Carolina.

#### **V. METHOD OF AWARD**

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

The successful contractor shall commence work only after the transmittal of a fully executed contract and after receiving written notification to proceed from the City. The successful bidder will perform all services indicated in the proposal in compliance with the negotiated contract.

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

Contractors whose proposals do not meet the mandatory requirements will be considered non-compliant. After the evaluation of the proposals and selection of the successful contractor, all contractors will be notified in writing of the selected firm.

## **VI. PROPOSAL PACKAGE OUTLINE**

Contractors must submit a response in the form of a proposal, which includes the following sections.

### **Cover Letter**

The Transmittal Letter should be brief, addressed to the City, and contain the following information:

- Name and Address of the Contractor
- Name, Title, and Telephone Number of the Contact Person for questions regarding the RFP response
- The signature typed name and title of the individual who is authorized to commit the contractor to the proposal.

### **Executive Summary**

A brief overview of the contractor's proposal to the City.

### **Experience and Reputation of the Contractor**

- The corporation's background and history, including number of years in business, number of employees, number of accounts, annual gross sales, and professional association affiliations.
- Depth of corporate and operational support
- At least five current references for correctional facilities similar to Anderson City
- A copy of the contractor's current standard insurance certificate

### **Operation Plan**

An overview of the contractor's plan to operate the City's facility.

### **Management and Staffing**

- Plan to support onsite personnel.
- Resumes of key operational management personnel
- A staffing schedule for Contractor's personnel
- A staffing schedule for inmate labor
- The ability of the Contractor to supervise inmate labor.

### **Training and Education**

- An overview of the Contractor's staff orientation program

- Highlights of the Contractor's in-service training programs
- Certification programs
- An overview of the contractor's inmate training programs

### **Menus**

- Summary of approach to menu management, including any support services or special programs
- Substitution policy
- Contractor's minimum food specifications
- Plan to accommodate special medical and religious diets along with a listing of various types of diets.
- Sample holiday menus
- A four-week cycle menu accompanied by a summary nutritional analysis, certified by a registered dietitian must accompany the proposal along with a statement of nutritional adequacy prepared by a registered dietitian.
- A plan to continue food services in various emergency situations such as loss of water, loss of steam or electricity, contractor failure, work stoppage, including emergency menus.
- A program to offer high quality, fresh food items to inmates and staff (for quality testing)

### **Quality Assurance and Sanitation Program**

- An overview of the contractor's quality assurance program including menu planning, purchasing, receiving, storage, ingredient control and processing, food preparation, portioning and serving of meals, delivery of meals, and sample forms to be used.
- Contractor's plan to ensure the overall performance of the Food Service operation.
- An overview of the Contractor's sanitation program

### **Workplace Safety and Security**

- Standards followed to ensure workplace safety goals are maintained.
- Plan to maintain security controls.
- Tool control program
- Plan to control "hot" items.

### **Accounting and Reporting**

- Description of the contractor's computerized reporting and accounting system to include food production, inventory management and ordering, along with sample reports.

**Transition Plan**

- Provide a detailed plan and time schedule for transitioning the kitchen operation.

**Price Proposal**

- Pricing per meal to be provided per Attachment A, on a sliding population scale for inmate meals.
- Occasional staff meals for quality check purposes will be at the same pricing as inmate meals.

## VII. SCOPE OF WORK

Contractors will be expected to provide the following services as part of the food service program:

### A. Food Requirements

The contractor shall meet mandatory technical requirements as specified in this section. Failure to meet these requirements will result in the rejection of the contractor's proposal.

The contractor shall provide three meals per day, at least two of which will be hot, seven days per week, together with sack lunches of comparable nutritional value, as required by the facility. One of the three daily meals may be a cold meal.

No more than 13 hours shall pass between the dinner and breakfast meals. A meal schedule shall be mutually agreed upon between the contractor and City Jail Command personnel.

All menus and special diets must meet the standards for adult holding and detention facilities as established by the American Correctional Association. All menus will be approved prior to service, and quarterly thereafter by a registered dietitian. All meals served will provide an average of 2800 calories per day in addition to all required nutrients.

The contractor must provide a summary nutritional analysis for the menu, including the "as served" portion sizes of each menu item.

Meals will be served at appropriate temperatures and in a manner that makes them and visibly pleasing, complete with condiments (dressing, sugar, salt, pepper, ketchup, or mustard) where indicated.

The contractor shall provide meals of sufficient variety to include regional considerations for the population of the facility.

The contractor shall provide, **at no additional cost/separate pricing for**, religious and medical diets conforming to special religious or physician-ordered specifications. 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. Copies shall be submitted to the health care service administrator on a monthly basis. Previous month's documentation is to be submitted no later than the fifth working day of each month. Health care services will provide documentation of verbal diet orders within 24 hours.

The contractor shall include sample menus in the proposal for special meals (spirit lifters) on holidays. Proposed menus and holidays shall be identified. All such meals will be provided at contract rates. A minimum of five spirit lifter meals shall be provided annually including Independence Day, Thanksgiving, Christmas, and New Year holidays, and one (1) meal to be scheduled at the discretion of the City.

At least a three-day supply of food must be maintained on site for emergency contingencies.

- B. The average daily population will be up to approximately 135 inmates. This section is not to be construed to mean the contractor shall serve 135 meals daily. It is only provided as a guideline for possible meals to be served. The price per meal charged shall be determined by taking the actual meals served each day times the contract price for that number of meals. Note: Recent average daily population has been 95.
- C. The contractor shall:
- Provide all consumable supplies and food products that are required for food service operations. These supplies and food products shall remain the property of the contractor. Cleaning supplies for the kitchen area shall be provided by the contractor.
  - Be responsible for routine cleaning and housekeeping of food service preparation, service and storage areas and will, on a continuing basis, maintain standards of sanitation required by state or local regulations.
  - Assign a minimum of one employee per shift to oversee and supervise all aspects of the food service operation. Inmates will be provided as required by the contractor, subject to the approval of the Chief or his designee. The contractor will provide an operating schedule for all contractor staff. Up to 1 inmate may be utilized per shift. Inmate labor shall be used to assist in the preparation of food, delivery of meals and general sanitation and cleaning. The contractor agrees to train and supervise such personnel, subject to the overall control of the City.
  - Agree that its employees assigned to duty at the jail shall submit to periodic health examinations at least as frequently and as stringently as required by law and agrees to submit satisfactory evidence of compliance with all health regulations to the City, upon request.
  - Secure and pay all federal, state, and local licenses, permits and fees required for the operation of food services provided hereunder. During the period of this agreement, if it is deemed by taxing authorities that all or a portion of the services provided hereunder are to be subject to a sales or similar tax which has not been collected by the contractor, the City agrees to pay such tax.
  - Contractor shall submit to the City on the first day of each week, covering the previous week, an invoice for meals ordered or served, whichever is greater. The price per meal charged to the City shall be described in the proposal and shall be guaranteed for meals for one year.
  - The contractor shall return to the City at the expiration of this contract the food service premises and all equipment furnished by the City in the condition in which received except for ordinary wear and tear and except to the extent that said premises and equipment may have been damaged by fire, flood or unavoidable occurrence and except to the extent that said equipment may have been stolen by persons other than employees of the contractor without negligence on the part of the contractor or its employees; and providing that all damages and losses are

reported to the City for all items covered by this paragraph. The City will pay for needed repairs caused by normal wear and tear. Equipment, which in the opinion of the City has exceeded its useful life, will be replaced by the City after consultation with the contractor.

- The contractor agrees to provide any additional food services as mutually agreed upon at prices mutually agreed to.
- The contractor shall keep full and accurate records of sales and meal count records in connection with the food services. A copy of these records shall be supplied to the Chief or his designee on request. In addition, all such records shall be available for auditing by the City at any time during regular working hours.
  - a. Facility inspections shall be made by the City when deemed necessary, with or without advance notice to the contractor. The facilities and equipment used in the contract shall not be used to prepare food for agencies or persons other than those designated under the proposal without advance written approval of Anderson City.
  - b. Inspections of kitchen facilities by City and State Health agencies must achieve satisfactory ratings.
- The Contractor shall be responsible for purchasing, maintaining, and replacing trays, reusable plastic cups and utensils for all feeding operations.
- Food service personnel employed by the contractor will be properly attired in a clean uniform at all times. Contractor will provide said uniforms to its personnel. Hair restraints will be always worn, such personnel are performing duties areas where food is stored, prepared, or consumed.
- All prospective contractors must visit and examine the facility as a precondition to their proposal.

D. Staff Requirements:

- Contractors to provide all management, hourly employees, fringe benefits, food products and supplies necessary to provide food service for inmates and staff (quality check meals only).
- All employees of the contracting firm who will work in the jail must be cleared by the Police Department. All employees must comply with the written policy and procedures relating to facility security.
- All proposals must clearly detail the proposed use of the food service manager and inmates as part of the contractor's food service proposal. Included in this section shall be detailed explanation of method of supervision, job description and overall approach to working with City employees.
- If the proposal includes the use of inmate labor, training in kitchen skills and food

service delivery shall be provided by the contractor. The proposal shall outline what this training will entail as part of the contractor's overall vocational training program.

- Inmates are not permitted to supervise other inmates.

## **VIII. CONTRACT REVIEW**

Anderson City and the Food Service Provider shall, within 30 days of execution of an agreement, set dates through the scheduled contract termination date for quarterly review meetings between the Sheriff or his designee and the Food Service Provider personnel for the evaluation and amendment, if necessary, of the Agreement.

The facility and the Food Service Provider shall, within 30 days of execution of an agreement, formulate a monthly report form that will establish the basis for the quarterly review sessions.

## **IX. TERMINATION OF CONTRACT**

- Termination for Cause: Anderson City may terminate the contract at any time that the Contractor fails to carry out its provisions or to make substantial progress under the terms specified in the contract.
  1. Anderson City shall provide the Contractor with 60 days written notice of conditions endangering performance. If after 60 days written notice the Contractor fails to remedy the condition contained in the notice, Anderson City shall issue an order to stop work immediately.
  2. Anderson City shall be obligated to reimburse the Contractor only for those services rendered prior to the date of notice of termination, less any liquidation damages that may be assessed for non-performance.
- Mutual Agreement: With the mutual agreement of the City and the contractor upon receipt of not less than ninety (90) days written notice, the contract may be terminated on an agreed date prior to the end of the contract period without penalty to either party.
- Lack of Funds: Notwithstanding any other provisions of the contract, if the funds anticipated for the continued fulfillment of this contract are at any time not forthcoming, through the failure of the city government to appropriate funds, discontinuance or material alteration of the program under which funds were provided, Anderson City shall have the right to terminate the contract without penalty by giving not less than ninety (90) days written notice documenting the lack of funding.

## **X. RESPONSIBILITY OF CITY**

Anderson City shall be responsible for and provide:

- Accurate and timely orders for the numbers of meals to be served to inmates and staff within two (2) hours of the time for meals to be served.
- Provide adequate ingress and egress to all production areas.
- Adequate heat, light, ventilation, and all other utilities. Anderson City shall provide local intercom and business telephone service to the contractor at no charge. This telephone shall be used only for local service, business -related calls. Should the contractor desire local service for personal use and other non-business-related calls or long-distance calls, whether business or personal, a separate telephone not connected to the city system shall be installed at the contractor's expense.
- Extermination and trash removal services.
- General maintenance to the building structure including, but not limited to the maintenance of gas, water, sewer, ventilation, lighting, air conditioning, refrigeration, duct work, floor coverings, and wall and ceiling surfaces. The city's maintenance does not include day-to-day cleaning operations in the kitchen area.
- Adequate preparation, storage and holding equipment and maintenance of the same.
- Security, control, and limitation of inmate movement in, to and from the food service area, including physical security of employees, suppliers, and other authorized contractors.
- Maintain kitchen appliances and equipment.

## **XI. ALTERNATE PROPOSALS**

Anderson City is interested in receiving any alternate menus or proposals that would be beneficial to the City.