



**Request for Proposal  
Inmate Food Service Management**

**Lackawanna County**  
RFP No.: 256-17-209

Release Date:  
September 13, 2017

Proposal Due Date:  
November 3, 2017

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## 1. INTRODUCTION

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### 1.1. Request for Proposal

- 1.1.1. Lackawanna County Prison (“the County”) invites proposals from qualified food service management companies to prepare, serve, and provide correctional food service for inmates and staff at the County’s facility. The Average Daily Population (ADP) is approximately 934 inmates and approximately 179 staff members on weekdays and approximately 147 staff members on weekends. It is requested that this service be achieved in a professional and cost efficient manner, which meets the requirements described in the RFP at the following facility:

Lackawanna County Prison  
1371 N. Washington Ave.  
Scranton, PA 18509

- 1.1.2. Additional details about the Lackawanna County Prison (“Facility”) can be found in **Appendix A – Facility Specifications**.

### 1.2. Background

- 1.2.1. The County operates a multi-unit facility that accommodates both male and female inmates. The total bed count for the Facility is 1,186.
- 1.2.2. From February 2017 thru July 2017, the current food service vendor prepared and served 339,108 inmate meals (including medical and religious meals) and 23,800 staff meals. In addition to the totals listed above, approximately 1,320 sack meals were prepared for court attendees, arrest processing, and transportation.
- 1.2.3. The County currently serves three hot meals, seven days a week with no more than 14-hours between the evening meal and breakfast the following day. Details about the Facility’s kitchen can be found in **Appendix A – Facility Specifications**.
- 1.2.4. All meals served at the Facility must meet State and Federal nutritional guidelines and meet the dietary needs of its inmate population. These needs include special therapeutic and religious (Muslim, Jewish, and other) populations. Therapeutic meals include, but are not limited to, those required by inmates at a medical facility and facility infirmaries. Sack lunches are provided to inmates who are in transit to other facilities or court. Current staff and inmate menus can be found in **Appendix F- Current Staff Menu and Appendix G- Current Inmate Menu**.

### 1.3. Designated Agent

- 1.3.1. The County may engage third party consultants both in the process of this procurement and in the management of the day-to-day operations of the food service management. If a consultant or agent (“Designated Agent”) is engaged, Vendor will cooperate with the Designated Agent as directed by the County, including following instructions found in this RFP, and if awarded, the operation of the food service management. Throughout this RFP, the County shall be deemed to include both the County and its Designated Agent or consultant, if any.

## 2. PROPOSAL INSTRUCTIONS, FORMAT, CONTENT AND SUBMISSION

### 2.1. Schedule of Events

- 2.1.1. The following is the County’s best estimate of the schedule of events (“Schedule of Events”). The County reserves the right to revise the Schedule of Events at any time. Unless otherwise specified, the times provided are Eastern Standard Time (EST).
- 2.1.2. Proposals must be received no later than 4:00PM EST Proposal Due Date”) at the location specified in **Section 2.5. – Questions or Comments.**

**Table 1 -Schedule of Events**

Event	Date
Release of the RFP	09/13/17
Deadline for Facility Kitchen Tour Registration Form	09/20/17 , 4PM EST
Facility Kitchen Tour	10/5/17, 9AM EST
Deadline for Written Questions from Vendors	10/16/17, 4PM EST
Dissemination of Answers to Written Questions	10/23/17, 5PM CST
Proposal Due Date	11/3/17, 4PM EST

### 2.2. General Format

- 2.2.1. Vendor must completely respond to all requests for information and forms contained in this RFP to be considered for award. Brochures and advertisements will be considered an incomplete reply to requests for information. Vendor is solely responsible for the accuracy and completeness of its proposal. Proposals considered incomplete by the County may be rejected without notification.
- 2.2.2. Emphasis should be on completeness and clarity of content. Proposals should provide a straightforward, concise description of Vendor’s ability to satisfy the requirements in this RFP.

### 2.3. Format Requirements

- 2.3.1. The original RFP text, as well as any appendices, amendments, addenda, or other correspondence related to this RFP may not be manually, electronically, or otherwise altered by Vendor. Any Vendor proposal containing altered, deleted, or additional non-original RFP text may be disqualified.
- 2.3.2. Proposals shall be prepared on standard 8 1/2" x 11" or 8 1/2" x 14" paper with an 11-12-point font with each page numbered.
- 2.3.3. The cover letter shall be printed on Vendor letterhead and signed by a company officer with the authority to provide a proposal to this RFP and agreement with the County.
- 2.3.4. The executive summary shall be a concise summation of the Vendor’s experience and qualifications and the proposed food service management solution presented in this RFP. The County requirements that are addressed only in the executive summary and not included in the applicable sections will be considered non-compliant.
- 2.3.5. Vendor’s proposal must follow the format of this RFP. A complete response to each section and numbered item must be provided.
- 2.3.6. Several sections and numbered items require additional explanation and should include specific concise responses that fully address the question/information requested in that section. Include only those exhibits and/or visual aids that are clearly relevant to the specific section and numbered item.

- 2.3.7. All information contained in Vendor’s proposal must be relevant to a section or numbered item of this RFP. Any information, which does not meet this criterion, shall be deemed extraneous and shall not be evaluated.
- 2.3.8. Failure to follow the instructions in this RFP may, at the County’s sole discretion, result in the rejection of Vendor’s proposal.
- 2.3.9. All costs and expenses relating to the preparation and submission of Vendor’s proposal shall be the responsibility of Vendor.
- 2.3.10. Vendor’s proposal shall contain the items listed in **Table 2- Proposal Order and Page Limit Requirements** and must conform to the page limits specified. Each piece of paper printed on both sides, counts as 2 pages.

**Table 2- Proposal Order and Length Requirement**

Item	Limit
COVER LETTER	1
TABLE OF CONTENTS	3
EXECUTIVE SUMMARY	4
TECHNICAL VOLUME- Vendor Response to Sections 1-4 of the RFP including all subsections and numbered items	85
APPENDIX A- Facility Specifications	1
APPENDIX B- Exceptions	No page limit
APPENDIX C- Facility Kitchen Tour Registration Form	No page limit
APPENDIX D- Holiday Matrix	1
APPENDIX E- Cost Proposal	2
APPENDIX F- Current Staff Menu	1
APPENDIX G- Current Inmate Menu	12
APPENDIX H- Current Meal Cost	1
Attachment A- Implementation Plan	8
Attachment B- Vendor Financial Statements, including Dun & Bradstreet Reports or equivalent	No page limit
Attachment C- Insurance	No page limit
Attachment D- Food Service Software	No page limit
Attachment E- Maintenance Policies/Procedures	4
Attachment F- Disaster Recovery Plan	4
Attachment G- Interface	5
Attachment H- Contingency Plan	5
Attachment I- Recipes	No page limit
Attachment J-J.3- Menus	No page limit
Attachment K- Resumes	2 pages per resume
Attachment L- Portion Control	2
Attachment M- Sample Training Plan	10
Attachment N- Confidential Information	No page limit

**2.4. Submission of Proposal**

- 2.4.1. Deliver five (5) paper copies (1 original and 4 copies) and 1 complete electronic copy of the proposal on or before the Proposal Due Date. Proposal must be directed to the RFP contact specified in **Section 2.5. – Questions or Comments.**

- 2.4.2. The electronic copy, inclusive of all required documents and attachments, must be in a searchable format. Non-searchable documents may be considered non-compliant. Vendor is responsible for ensuring the electronic version and the chosen media are free from any viruses, malware or malicious code. Compromised electronic versions will be considered non-compliant.
- 2.4.3. The outside of the proposal must be labeled **FOOD SERVICE MANAGEMENT PROPOSAL**, and include the RFP number and Vendor name.
- 2.4.4. Late proposals to this RFP will not be considered. The rejection of untimely proposals will be at the sole discretion of the County. If rejected, the proposal will be returned to the Vendor unopened.
- 2.4.5. The County assumes no responsibility for delays in any form of carrier, mail, or delivery service causing the proposal to be received after the Proposal Due Date and time listed in the Schedule of Events. Vendor is responsible for late deliveries or mail delays. Postmarking by the Proposal Due Date shall not substitute for the actual proposal receipt.
- 2.4.6. Submission by facsimile, telephone, or email is not permitted.
- 2.4.7. Vendor may modify its submitted proposal by providing a written and signed request to the RFP contact specifying the modification(s) prior to the Proposal Due Date. The County will not accept any modifications to Vendor's proposal after the Proposal Due Date except in connection with requested clarification(s) or a Best and Final Offer (BAFO).
- 2.4.8. Vendor may withdraw its submitted proposal by providing a written and signed request to the RFP contact at any time prior to the Proposal Due Date.
- 2.4.9. Vendor is responsible for all errors or omissions contained in its proposal.
- 2.4.10. The County will not pay any costs associated with the preparation, submittal, or presentation of any response.

## 2.5. Questions or Comments

- 2.5.1. Vendor must direct all questions and/or comments to the RFP contacts listed below. All questions must be written and submitted electronically in a comprehensive document.
- 2.5.2. The County shall deliver the answers to the questions and/or comments received on or before the date specified in the Schedule of Events. The County will not answer any questions and/or comments submitted by the Vendors after the due date.
- 2.5.3. Only written communication executed by the County in the form of an amendment or addendum shall be considered binding.
- 2.5.4. Vendor shall not contact any of the County's employees or any employee at the Facility regarding this RFP during the RFP process. Inappropriate contact by Vendor may result in the County's rejection of Vendor's proposal.
- 2.5.5. RFP questions or comments shall be emailed to:

**Praeses, LLC**  
**Attn: Crystal Morton-Swain**  
**330 Marshall Street, 8th Floor**  
**Shreveport, LA 71101**  
**Telephone – (318) 424-8125**  
**Email – [crystal.morton@praeses.com](mailto:crystal.morton@praeses.com)**  
**With a copy to [heidi.lipp@praeses.com](mailto:heidi.lipp@praeses.com)**

## 2.6. RFP Specification Changes

- 2.6.1. The County reserves the right at any time to amend any portion of this RFP in the form of an addendum or amendment at its own discretion and without prior notice.
- 2.6.2. The County reserves the right to withdraw and/or reissue the RFP in whole or in part at any time during the RFP process. The County reserves the right not to award an agreement pursuant to this RFP.
- 2.6.3. Vendor's submission of a proposal shall not bestow any rights upon Vendor nor obligate the County in any manner.



## 2.7. Acceptance Period

- 2.7.1. Vendor's submission of a proposal indicates Vendor agrees the proposal will remain valid for a minimum of 120-days from the Proposal Due Date ("Acceptance Period"). A proposal requesting less than 120-days may be rejected. Vendor may specify a longer Acceptance Period.
- 2.7.2. If Vendor's Proposal is accepted within the Acceptance Period, Vendor agrees to furnish any or all items or services as negotiated and under the terms and conditions specified in this RFP ("Agreement"), its amendments(s) and/or addenda. The County shall create an Agreement for execution by the County and the awarded Vendor, which shall contain the terms and conditions in this RFP, its amendments and/or addenda, and as negotiated by the County and awarded Vendor.

## 2.8. Response Instructions

- 2.8.1. Each Vendor must provide all documentation required. Responses should follow the same numerical sequence and structure as this RFP. Vendor must provide a complete response for each section and numbered specification of this RFP. If Vendor is in full compliance with the section or numbered specification, the appropriate response is, "Read, agreed and will comply". Otherwise, Vendor's response should state, "Read and do not comply" and considered an exception ("Exception"). Some of the specifications will require explanation or documentation by the Vendor. The explanation shall be provided only for those items that request an explanation or documentation and shall be provided as part of the response. Any Exceptions to this RFP, where Vendor's response is "Read and do not comply," must be addressed and listed in **Appendix B - Exceptions** to Vendor's RFP response. Please provide exhibits that clearly reference specific conditions.

## 2.9. Facility Kitchen Tour

- 2.9.1. A Facility kitchen tour is scheduled as part of this RFP. The time and date of the Facility kitchen tour is referenced in **Section 2.1. - Schedule of Events**. Vendor shall meet in the lobby of the Facility at 9:00AM EST. The Facility location is specified in **Section 1.1.1**. Vendors interested in attending the Facility tour must complete a County-required background check as well as submit the required forms to the RFP contact specified in **Section 2.5. - Questions or Comments** on or before the date specified by the Schedule of Events. The required form(s) are included in **Appendix C- Facility Kitchen Tour Registration Form** of this RFP.

### 3. GENERAL INFORMATION

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#### 3.1. Project Scope

- 3.1.1. The County requires the following services to be provided as part of the food service management solution:
- 3.1.1.1. Provide all goods or services and deliverables as required, described, and detailed in this RFP;
  - 3.1.1.2. Provide food service to all of the County staff and inmates, serving three meals a day, seven days a week including: special needs/diet, confinement/infirmarary meals, religious and therapeutic meals, emergency, holiday, and sack lunches, snack meals, and staff meals; as well as any other meals authorized by the Warden;
  - 3.1.1.3. Provide a four-week menu, as prepared by a certified dietitian;
  - 3.1.1.4. Purchase and receive all food items and supplies necessary to meet the requirements of this RFP;
  - 3.1.1.5. Maintain proper sanitation for the food service operations including the cleaning and safe operation of all food service equipment;
  - 3.1.1.6. Provide management staff for the oversight of work performed by inmate labor;
  - 3.1.1.7. Provide all necessary staff to ensure delivery of quality food service operations;
  - 3.1.1.8. Ensure all required records and documentation are maintained and delivered by the required dates/times in this RFP;
  - 3.1.1.9. Provide accurate records of sales and meal count records in connection with the food services. A copy of such record shall be supplied to the County, or designee, on a monthly basis;
  - 3.1.1.10. Accurately account for all inmate and staff meals served. Invoice only the daily count of actual meals served and not the Daily Population Count; and
  - 3.1.1.11. Provide any additional food services and processes mutually agreed upon both in advance and in writing by both parties.

#### 3.2. Implementation Plan

- 3.2.1. Vendor shall provide a detailed implementation plan for the transition and implementation of food service management inclusive of food management software. The implementation plan shall include specific tasks that will be required to be completed as part of the implementation process of food service management to the awarded Vendor including hiring and training of staff, security clearances, medical screenings, purchasing inventory, and other factors to assure that there is no operational or security break in the system during the transition. The implementation plan shall highlight important milestone dates with a description of what the milestones include. The initial implementation for food service management (including the provision of food service management software) must be completed within 60-days from the execution date of the Agreement. If Vendor's proposed implementation plan should exceed this timeframe, Vendor shall include an explanation of the variance in **Appendix B – Exceptions**.
- 3.2.2. Should the Vendor fail to follow the implementation plan provided in this RFP, Vendor may incur liquidated damages as stated in **Section 4.49. - Liquidated Damages**.

#### 3.3. Transition

- 3.3.1. For the initial installation, Vendor will work with the County and the incumbent inmate food service management provider to ensure an orderly transition of staffing, services, responsibilities, and continuity of the services required by the County. The Vendor shall describe its approach to ensure management of the transition phase, including processes, procedures, assessments, and accountability controls in the implementation plan.
- 3.3.2. Vendor shall provide a weekly report highlighting the status of all transition tasks, prioritization issues, or conflicting activities that interfere with maintaining business operations. The report shall follow the implementation plan provided in Vendor's response to this RFP. The County may request reports to be submitted more often, if it is determined, there is a need to monitor progress more closely.
- 3.3.3. Vendor will work with the County's Offender Management System (OMS) provider to ensure all required information is received for a seamless transition to the food management software (i.e. inmate booking numbers, inmate personal

identification numbers, inmate allergies, inmate dietary restrictions etc.). Any required integration shall be completed at no cost to the County.

3.3.4. Upon expiration or cancellation of the Agreement or in the event the County exercises its right to terminate the Agreement, Vendor shall accept the direction of the County to ensure food service management is smoothly transitioned. At a minimum, the following shall apply:

3.3.4.1. Vendor acknowledges that all documentation, reports, data, etc., contained in the food service management system is the property of the County. The County acknowledges the food service management hardware and software are the property of the Vendor.

3.3.4.2. Any documentation, reports, data, etc. for the Facility shall be provided to the County by Vendor on a storage medium and in a user-friendly, searchable and electronic format at no cost to the County within 15-days following the expiration, termination and/or cancellation of the Agreement or within 15-days following the last day food service management is provided by Vendor, whichever occurs first. Vendor shall accept the County's decision whether the solution provided is acceptable.

3.3.4.2.1. As an alternative and at no cost to the County, Vendor shall allow the County access to all documentation, reports, data, etc. contained in the food management system for a period of 2-years following the expiration, termination, or cancellation of the Agreement. Vendor shall provide such access to the County within 7-days following the expiration, termination and/or cancellation of the Agreement or within 15-days following the last day food service management services are provided by Vendor, whichever occurs first. Vendor shall accept the County's decision whether the access provided is acceptable.

3.3.5. Vendor shall discontinue providing service or accepting new assignments under the terms of the Agreement on the date(s) specified by the County. Vendor agrees to continue providing all services in accordance with the terms and conditions, requirements, and specifications of the Agreement for a period not to exceed 90 calendar days after the expiration, termination, or cancellation date of the Agreement.

### 3.4. Confidentiality and Public Disclosure

3.4.1. The successful Vendor shall treat all information obtained from the County, which is not generally available to the public, as confidential and/or proprietary to the County. Vendor shall exercise all reasonable precautions to prevent any information derived from such sources from being disclosed to any other person.

3.4.2. By submission of a proposal, Vendor acknowledges and agrees that the County is subject to state and local public disclosure laws and, as such, is legally obligated to disclose any public documents, including proposals, to the extent required thereunder. Without limiting the foregoing sentence, the County's legal obligations shall not be limited or expanded in any way by a Vendor's assertion of confidentiality and/or proprietary data.

3.4.3. Vendor's proprietary and/or confidential information included in Vendor's response to this RFP must be clearly marked and identified as such. If such proprietary and/or confidential information is a trade secret(s), such trade secret(s) will be subject to disclosure if required by applicable Pennsylvania public disclosure and open records law. Vendor shall not intentionally mark any portion of its proposal as "proprietary" or "confidential" that it does not have a good faith belief to be proprietary or confidential or in any other way to attempt to prohibit compliance with public record disclosure requirements. Should Vendor's information, which is marked as proprietary or confidential, be requested as part of a public information act request, the County may notify Vendor in writing before such information is released as required by the applicable act or law. Vendor agrees, at its expense, to defend and hold harmless the County from claims involving infringement of any intellectual property.

### 3.5. Agreement Period

3.5.1. The County intends to award a 3-year Agreement ("Initial Term") with the option to renew for 2 additional 1-year terms or on a month-to-month basis (not to exceed 12-months). All terms, conditions, requirements, and specifications

of the Agreement shall remain the same and apply during any renewal term(s). The Agreement shall not automatically renew.

### 3.6. Agreement Obligations

- 3.6.1. The services to be performed under the Agreement shall not be assigned, sublet, or transferred without 30-days advance written notification to the County and then only upon Vendor's receipt of the County's written consent.
- 3.6.2. Upon receipt of the County's written consent, any such purchaser, assignee, successor, or delegate shall thereupon assume all rights and responsibilities of Vendor. However, the County may assign any and/or all of its rights and obligations hereunder without Vendor's written consent but upon the County's written notice thereof to Vendor (1) to any Affiliate, (2) pursuant to any sale or transfer of all or substantially all of its business or assets, (3) pursuant to any merger, acquisition or reorganization, and/or (4) as part of a bona fide pledge to a third party lending institution of collateral of the assignor's rights hereunder.
- 3.6.3. If subsequent to this RFP and the execution of the Agreement, Vendor merges or is acquired by another entity, the following documents must be submitted to the County:
  - 3.6.3.1. Corporate resolutions prepared by the awarded Vendor and the new entity ratifying acceptance of all of the Agreement and its terms, conditions, and processes;
  - 3.6.3.2. New Vendor's Federal Identification Number (FEIN) if applicable; and
  - 3.6.3.3. Other documentation requested by the County.
- 3.6.4. Vendor expressly understands and agrees that it assumes and is solely responsible for all legal and financial responsibilities related to the execution of a subcontract. Vendor agrees that utilization of a subcontractor to provide any of the products/services in the Agreement shall in no way relieve Vendor of the responsibility for providing the products/services as described and set forth herein.

### 3.7. Non-Discrimination of Employment

- 3.7.1. Vendor's proposal must indicate that Vendor will recruit, select, train, promote, transfer, and release its staff without regard to race, color, religion, national origin, handicap, age, or gender (except where age or gender is a bona fide occupational qualification). Further, Vendor shall administer its other staff policies such as compensation, benefits, layoffs, return from layoffs, work sponsored training, education, and tuition assistance in compliance with the ADA and all state and federal laws relating to non-discrimination in employment.

### 3.8. Indemnification

- 3.8.1. Vendor shall defend, indemnify, and hold the County and its affiliates, agents, employees, officers, directors, and successors harmless from any loss, cost, expenses, damages, or liability (including reasonable attorney's fees and court costs) resulting from actions, causes of action, or claims brought or threatened under the Agreement, for (1) any actual or alleged negligence or dishonesty of, or any actual or alleged act of omission by, Vendor or any of its employees, agents, or subcontractors; in providing the equipment and services hereunder, (2) the operation of Vendor's business; (3) any breach by Vendor of its obligations hereunder; or (4) any alleged patent, copyright, or trademark infringement or unauthorized use of trade secrets or other proprietary rights in connection with food service management services, except where such claims, demands, or liabilities are due to the negligence of the County, its agents, or employees.
- 3.8.2. The County agrees to provide Vendor with a reasonable and timely notice of any claim, demand, or cause of action made or brought against the County arising out of or related to the services rendered by Vendor. Vendor shall have the right to defend any such claim at its sole expense and with its exclusive discretion. The County will promptly advise Vendor of any proposed agreement to compromise or settle any claim and Vendor will have 10-days to respond to such proposal.
- 3.8.3. In the event an infringement claim is made or threatened against the County, or injunctive relief is granted to a claimant, Vendor shall (1) obtain the right for the County to continue use of the services, (2) substitute other services of like capability, or (3) replace or modify the services to render them non-infringing while retaining like capability. In the event

Vendor is unable to perform any of the above, the County may terminate the Agreement upon a 60-day's written notice to Vendor and Vendor shall be responsible for all of the County's costs and expenses of whatever nature or kind in connection therewith.

3.8.4. These indemnities and remedies shall survive the expiration or other termination of the Agreement.

3.9. Vendor Employees, Subcontractor and Other Agents

3.9.1. Vendor shall state its intention to use subcontractors to perform any portion of the work sought by this RFP. For each such subcontractor, provide the name and address of the subcontractor and a description of the work the named subcontractor will provide in the table below.

Subcontractor Name	Company	Location (Address, City, State)	Description of Work to be Provided

3.10. Insurance

3.10.1. During the period of the Agreement, Vendor, at its own expense, agrees to carry and maintain the following minimum insurance policy of public liability and property damage issued by a casualty company authorized to do business in the State of Pennsylvania, and in a standard form approved by the Board of Insurance Commissioners of the State of Pennsylvania. The insurance company should have a Best Rating of no less than A. Coverage provisions should insure the County and the public from any loss or damage that may arise to any person or property as a result of the services rendered by Vendor.

3.10.2. Vendor shall provide the County with a 30-day advance written notice of cancellation or material changes in said insurance.

3.10.3. Annual renewals for the term of this policy should be submitted prior to the expiration date of any policy.

3.10.4. Vendor shall provide the County a Certificate of Insurance, on an original ACORD certificate, evidencing required coverage described below, within 10-days after receipt of notice of award. Said certificate shall show the County as an additional insured and shall include a waiver of subrogation:

3.10.4.1. **Automobile Liability:**

3.10.4.1.1. Bodily Injury (each person): \$1,000,000.00

3.10.4.1.2. Bodily Injury (each accident): \$1,000,000.00

3.10.4.2. **General Liability (Including Contractual Liability)-- \$2,000,000.00 Annual Aggregate:**

3.10.4.2.1. Bodily Injury or Death (per person): \$1,000,000.00

3.10.4.2.2. Property Damage (per incident resulting in injury or destruction of property): \$1,000,000.00

3.10.4.3. **Excess Liability:**

3.10.4.3.1. Umbrella Form: \$5,000,000.00

3.10.4.4. **Worker's Compensation:** Statutory

3.10.5. Vendor agrees to carry and maintain Workers Compensation Insurance. Proof of Workers Compensation Insurance must be provided within 10-days after receipt of notice of award.

3.10.6. For any person or Vendor with whom Vendor enters into an agreement to provide the services defined in this RFP, Vendor must:

- 3.10.6.1. Provide a certificate of coverage, for all persons providing the services defined in this RFP and prior to those persons beginning work on any project, showing coverage is being provided for the duration of the Agreement. Coverage shall be based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Pennsylvania Labor Code.
- 3.10.6.2. Provide a new certificate, prior to the end of the coverage period, of coverage showing extension of coverage if the coverage period shown on Vendor's current certificate of coverage ends during the duration of the Agreement.
- 3.10.6.3. Retain all required certificates of coverage for the duration of the Agreement and for 2-years thereafter; and
- 3.10.6.4. Notify the County in writing, within 10-days after Vendor knew or should have known, of any change that materially affects the provision of coverage of any person providing services during the Agreement term.
- 3.10.7. Any subcontracts for the products/services described herein shall include appropriate provisions and contractual obligations to ensure the successful fulfillment of all contractual obligations agreed to by Vendor and the County and to ensure that the County is indemnified, saved, and held harmless from and against any and all claims of damage, loss, and cost (including attorney fees) of any kind related to a subcontractor in those matters described in the Agreement.

### 3.11. Licenses, Permits and Taxes

- 3.11.1. Vendor shall be responsible for all costs associated with obtaining all licenses, permits, and taxes required to operate in the State of Pennsylvania. In addition, Vendor shall comply with all Federal, State and local codes, laws, ordinances, regulations, and other requirements at no cost to the County.
- 3.11.2. Vendor agrees that it is entirely responsible for calculating, collecting and remitting all fees and taxes (including sales tax where applicable) on all services and items provided to the inmates.

### 3.12. Independent Contractor

- 3.12.1. The parties acknowledge that the Vendor is an independent contractor. Nothing in this RFP is intended nor shall be construed to create an agency relationship, an employer/employee relationship, or a joint venture relationship among the parties.

### 3.13. Termination/Default

- 3.13.1. In the event Vendor fails to perform any terms or conditions of the Agreement, the County may consider Vendor in default of the Agreement and supply Vendor written notice of such default. In the event said default is not remedied to the satisfaction and approval of the County within 30 calendar days of receipt of such notice, the County may terminate the Agreement without penalty. Upon termination, Vendor shall work with the succeeding food service management provider to ensure a continuity in service.
- 3.13.2. The County may terminate the Agreement at any time, in whole or in part based upon the services offered, without penalty, upon Vendor's receipt of 90 days written notice. Upon termination, Vendor shall work with the succeeding food service management provider to ensure a continuity in service.
- 3.13.3. If for any reason, Vendor is unable to satisfy the requirements contained in the Agreement, the County may, in its sole discretion, call for the Surety Bond due, in part or in full, for non-performance and/or as liquidated damages.

### 3.14. Agreement Approval and Agreement Payments

- 3.14.1. The Vendor shall be required to perform the specified services at the prices(s) quoted in the Agreement. All services shall be performed within the time period(s) specified in the Agreement. The Vendor shall be compensated only for work performed to the satisfaction of the County.
- 3.14.2. All payment(s) relating to this procurement will be made in accordance with the payment terms and conditions defined in this RFP. Vendor shall include in all of its invoices the following minimum information:
  - 3.14.2.1. Vendor name and "Remit to" address, including Vendor telephone number;
  - 3.14.2.2. Description of the supplies/services delivered;
  - 3.14.2.3. Quantity provided;



- 3.14.2.4. Unit price;
- 3.14.2.5. Price extension;
- 3.14.2.6. Total prices; and
- 3.14.2.7. Delivery date of supplies or services.

- 3.14.3. If an invoice does not contain the minimum information set forth in this paragraph, the County may return the invoice as incomplete. If the County returns an invoice as incomplete, the time for processing a payment will be suspended until the County receives a correct invoice. The Vendor may not receive payment until the County has received a correct invoice.
- 3.14.4. Each invoice shall be itemized with adequate and accurate detail(s). In no instance shall any payment be made for services to the Vendor that are not in accordance with the prices specified in the Agreement.
- 3.14.5. The County shall put forth reasonable efforts to make payment by the required payment date. The Vendor shall submit to the County by Monday of each week, a day-by-day statement/invoice for the preceding week for meals served. Payment may be delayed if the payment amount on an invoice is not based upon the price(s) as stated in the Agreement. Payment should not be construed by the Vendor as acceptance of service performed by the Vendor.
- 3.14.6. The County reserves the right to conduct further inspection and reconciliation after payment, and to reject the service if such inspection and reconciliation discloses a defect or a failure to meet specifications. The Vendor agrees that the County may deduct the amount of any state tax liability or other obligations of the Vendor or its subsidiaries to the County against any payment due to the Vendor under any agreement with the County.

3.15. Evaluation Factors and Criteria

- 3.15.1. The County shall conduct a comprehensive evaluation of all proposals.
- 3.15.2. Proposals will be evaluated by the County’s evaluation committee who shall review, evaluate, and verify information submitted by Vendor.
- 3.15.3. The County’s evaluation committee shall evaluate the proposals in accordance with the Evaluation Criteria listed below and the process outlined in this section.
- 3.15.4. The highest weighted Vendors may be asked to make an oral presentation/demonstration of their proposed system at a date and time to be determined by the County.
  - 3.15.4.1. Additions, deletions, or substitutions may not be made to proposals during the oral presentation/demonstration, unless it may be viewed as a clarification(s).
  - 3.15.4.2. The County may request a BAFO as outlined in **Section 3.17. – Best and Final Offer.**

3.16. Evaluation Criteria

EVALUATION CRITERIA	WEIGHT
General Qualifications, Experience & Implementation	5%
Technology, Software, Invoice/Billing & Reports	10%
Menu and Nutrition Specifications, Meal Specifications, Special/Restricted Meals, Food Specifications & Recipes	25%
Food Service Staffing, Training, Quality Assurance & Grievance Process	10%
Proposed Menu	15%
Cost Proposal	15%
Oral Presentation	5%
Best and Final Offer	10%
RFP Compliance and Exceptions	5%
<b>Total Weight</b>	<b>100%</b>

3.16.1. Vendors whose proposals do not meet the mandatory requirements set forth in this RFP will be considered non-compliant. Vendors may be disqualified and its proposal rejected as described in **Section 3.21. – Accept, Reject, and Disqualification of Proposals.**

### 3.17. Best and Final Offer

3.17.1. The County may request a Best and Final Offer (BAFO) from selected Vendor(s). A BAFO allows the Vendor an opportunity to supplement or clarify its original proposal. Selected Vendors will be contacted in writing by the County requesting the submission of Vendor’s BAFO. The BAFO will be in the form of an addendum to this RFP and Vendor’s submitted proposal.

### 3.18. Award

3.18.1. The award will be based on the specific criteria described in **Section 3.16. – Evaluation Criteria.**

3.18.2. The County will evaluate all responses to determine which best supports the capacity, performance, and stated requirements.

3.18.3. The County shall make the final selection of the awarded Vendor. Each Vendor that submitted a proposal will receive written notification of the County’s final decision.

### 3.19. Negotiations

3.19.1. The County reserves the right to conduct negotiations from the proposals received or to award an Agreement without negotiations. If such negotiations are conducted, the following conditions shall apply:

3.19.1.1. Negotiations will only be conducted with the selected Vendor after the evaluation of proposals.

3.19.1.2. Vendor’s proposal may be subject to negotiation and revisions. Vendor may be required to submit additional data or clarification.

3.19.1.3. The County may direct its Designated Agent to conduct negotiations on its behalf.

3.19.1.4. Any changes agreed upon during negotiations may become part of the Agreement.

3.19.2. If the County is unable to come to terms with the selected Vendor, discussions shall be terminated and negotiations will begin with the next highest weighted Vendor(s).

### 3.20. Protest of Award

3.20.1. Any objection to the County’s final decision will be handled according to applicable state and local procurement laws.

### 3.21. Accept, Reject and Disqualification of Proposals

3.21.1. The County expressly reserves the right to accept or reject any or all proposals, with or without cause, modify, alter, waive any technicalities or provisions, or to accept the proposal which, in its sole judgment, is determined to be the best evaluated offer resulting from negotiation or to award an Agreement to the next most qualified Vendor if the successful Vendor does not execute an Agreement within 60-days after the award of the proposal.

3.21.2. Each Vendor, by submitting a proposal, agrees that if the County accepts its proposal, such Vendor will furnish all items and services upon the terms and conditions in this RFP and subsequent Agreement. Vendors may be disqualified and rejection of proposals may be recommended to the County for any, but not limited to, the following reasons:

3.21.2.1. Failure to properly complete the proposal;

3.21.2.2. Evidence of collusion among Vendors submitting the proposals;

3.21.2.3. Inappropriate contact or discussions as outlined in **Section 2.5. – Questions or Comments;** or

3.21.2.4. Incorrect or contradictory information and/or false statements included in Vendor’s proposal or other materials submitted in its response to this RFP or made during any oral presentations or negotiations.



### 3.22. Discrepancy Between Proposal and Agreement

3.22.1. Discrepancies among the following documents shall be resolved in the following order, with the higher-ranking documents taking precedence over the lower (shown higher to lower).

3.22.1.1. Negotiated Agreement and any amendments or addenda;

3.22.1.2. RFP and any amendments or addenda;

3.22.1.3. Vendor's response to this RFP.

### 3.23. Surety Bond

3.23.1. The successful Vendor must furnish a Surety Bond, issued by a Surety Company authorized to do business in the State of Pennsylvania, in the form of a Cashier's Check, or Irrevocable Letter of Credit, payable to the County within 10 calendar days after the Agreement execution date.

3.23.2. The Surety Bond must be made payable to the County and in the amount of \$380,000.00; the Surety Bond shall be retained during the full period of the Agreement and/or renewal terms. Personal checks are not acceptable. The Agreement number (if applicable) and dates of performance must be specified on the Surety Bond. In the event that the County exercises its option to extend the Agreement for an additional period, Vendor shall be required to maintain the validity and enforcement of the Surety Bond for the said period, pursuant to the provisions in this paragraph, in the amount stipulated at the time of the Agreement renewal.

## 4. FOOD SERVICE MANAGEMENT SPECIFICATIONS

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### 4.1. Corporate Capability

- 4.1.1. Vendor shall provide its most current annual report, and/or its 2 most recent Dun and Bradstreet (or similar) financial reports, along with a statement of financial condition.
  - 4.1.1.1. State if Vendor has operated under a different name in the past 3 years.
  - 4.1.1.2. Indicate if the company is for sale or is considering an acquisition or merger in the next 6 months.

### 4.2. Vendor Client List

- 4.2.1. Vendor must have experience in correctional facilities including current service in correctional facilities of similar size and volume as the Facility, experienced staff, district manager, dietitian, transition team, and local and regional support.
- 4.2.2. Vendor shall provide:
  - 4.2.2.1. At least three (3) references of current customer contracts, which are similar in type, scope, size, and value to the work required in this RFP.
    - 4.2.2.1.1. For each reference, include the name of the customer, address and phone number, the name of a contact person and title. The County may contact the references at any time during the RFP process.
  - 4.2.2.2. A list of its current clients where Vendor provides the requirements, equipment and services similar to those in this RFP. The County may contact the current clients at any time during the RFP process.
  - 4.2.2.3. Company profile which shall include, the date organized to provide food service management for correctional facilities, corporate background, including descriptions of parent company if any, number of employees, and number of years doing business;
  - 4.2.2.4. Disclose any terminations or non-renewed contracts within the past 5 years.

### 4.3. Food Service Management Software

- 4.3.1. Vendor shall provide its food service management software at no additional cost to the County
  - 4.3.1.1. Vendor shall state if its food service management software includes the following capabilities. Vendor shall provide screen shots in **Attachment D- Food Service Software** for the below features:
    - 4.3.1.1.1. Determining appropriate quantities of all food products;
    - 4.3.1.1.2. Validating of meals served to staff and inmates;
    - 4.3.1.1.3. Ensuring only one meal is served to staff and inmates per meal time;
    - 4.3.1.1.4. Reconciling of weekly meal counts for staff and inmates;
    - 4.3.1.1.5. Managing portions, recipes, diets, and product inventory distribution;
    - 4.3.1.1.6. Generating food usage data analytics to support cost management and food waste;
    - 4.3.1.1.7. Managing procurement and delivery of all food products;
    - 4.3.1.1.8. Developing and applying best practices for consistent and uniform quality of product; and
    - 4.3.1.1.9. Standardizing procurement and delivery processes to ultimately reduce overhead cost.
- 4.3.2. Vendor shall be responsible for providing the County with an industry recognized software system for food management and the technology to support the system. The software should be accessible across multiple internet browsers and shall function properly on desktop, tablet, and mobile devices. All upgrades must be no older than 1 release of the newest operating system and provided to the County at no additional cost.
- 4.3.3. Vendor shall provide the County with written notice, including detailed information, of any new software upgrades or additional features to be added to the system, within 30-days of the introduction of the new software or features.
- 4.3.4. Vendor shall adhere to the performance process when upgrading the software or performing any changes to the system at the Facility. Any deviation from this process may result in liquidated damages as specified in **Section 4.49. - Liquidated Damages** in this RFP. Vendor shall be notified of the total amount due via written notice from the County.

- 4.3.5. Vendor's proposed software system shall ensure best practice consistency of product purchasing, product quality; amounts supplied, and portion control. The software system shall have the capability, at a minimum, to track all food supplied and inventory levels of food stored within the Facility. Additionally, it should supply a method for inventory transfers/requisitions, to track food usage and other factors to ensure that amounts of food supplied and available is adequate to feed the County's inmates and staff. The software shall monitor variances in food usage and cost.
- 4.3.6. The Vendor shall describe how its proposed food service management software will be used to achieve the following expectations of the County.
- 4.3.6.1. Establishing and inputting inventory information;
  - 4.3.6.2. Establishing and inputting meals for inmates; and
  - 4.3.6.3. Establishing and inputting meals for staff.
- 4.3.7. Vendor shall describe its process for restricting inmates who have been classified in the OMS as Kosher, Halal, or other religious affiliation from being served food items that would contradict that classification.
- 4.3.8. Vendor shall describe its process for serving inmates who have known food allergies in the OMS from being served meals that contain known allergic ingredients.
- 4.3.9. The County shall own and retain all rights to all data collected as a result of the Agreement, which the Vendor shall provide to the County in a useable, non-proprietary format at the conclusion of the Agreement in accordance with **Section 3.3.4.** and all subsequent sections.
- 4.3.10. Authorization and approval for inventory adjustments due to returns, overage, shortages, and damages will require mutual agreement between the Vendor and the County. Inventory management shall include, but not be limited to, the following:
- 4.3.10.1. Bar code scanner integration to track receipt of product deliveries and delivery of all meals served;
  - 4.3.10.2. The establishment of inventory par levels; and
  - 4.3.10.3. Inventory tracking and goods issued.
- 4.3.11. Vendor's response shall include how the Vendor will track the portion amounts of each staff member's meal and salad bar offerings.
- 4.3.12. The County requires the ability to add, update, and delete user accounts for the County staff in Vendor's software.
- 4.3.13. Vendor shall specify the types of alerts and notifications the food service management software provides.
- 4.3.14. Vendor's software for food service management must be available 24/7.
- 4.3.15. Vendor shall provide details on maintenance policies and procedures in **Attachment E- Maintenance Policies/Procedures.**
- 4.3.16. Vendor shall provide a Disaster Recovery Plan in **Attachment F- Disaster Recovery Plan.**
- 4.3.17. Vendor shall provide the following customer service details:
- 4.3.17.1. Telephone number and name of representative responsible for inquiries from the County.
- 4.3.18. Vendor shall describe its procedure for handling routine complaints and provide details on service escalation procedures in **Attachment E- Maintenance Policies/Procedures.**
- 4.3.19. Vendor's software shall have the capability to generate reports showing at a minimum:
- 4.3.19.1. The number of meals served to inmate and staff;
  - 4.3.19.2. For each meal issued, the serving size served to the inmates and staff;
  - 4.3.19.3. Inventory overview report for all storage locations;
  - 4.3.19.4. System overrides (i.e. documentation of approved substitution or variance in recommended serving weight size);
  - 4.3.19.5. Audit information maintained by the food service management software, including, but not limited to, user creation and role access modification, changes made by the users, recipe updates and any other addition, modification and/or deletion of information in the food service management software;
  - 4.3.19.6. Ad doc reporting capabilities (i.e. include reporting on returns, inventory adjustments, and other items required);
  - 4.3.19.7. Dates and quantities product was issued; and
  - 4.3.19.8. Cost breakdown per meal for inmate and staff.

- 4.3.20. Vendor shall provide the capability to export the reports in a mutually agreed upon format by the County and Vendor (.csv, PDF, Microsoft Excel 2010 or greater, etc.).
- 4.3.21. Vendor will reconcile meal counts weekly and submit the report to the County every Friday (“Weekly Meal Count”). In the event of any dispute regarding meal counts and subsequent charges, the County shall resolve any discrepancy by using the count of the actual number of meals served, unless it is exceeded by the number of meals ordered, in which event that number will prevail. In the event of any dispute, the County’s meal count shall prevail.
- 4.3.22. In addition to the Weekly Meal Count report, Vendor shall submit to the County every Friday a weekly report that shall include the following:
  - 4.3.22.1. Meals served to inmates by Housing Unit;
  - 4.3.22.2. Meals served to staff which shall be broken down by meal served (breakfast, lunch, dinner);
  - 4.3.22.3. Authorized extra purchases;
  - 4.3.22.4. Grievances received by staff and/or inmates; and
  - 4.3.22.5. Equipment needs and repairs.
- 4.3.23. Additionally, each report shall include the count reported by the OMS. The County will not pay for meals or food prepared in excess of the counts provided by the OMS and Weekly Meal Count.
- 4.3.24. The Vendor shall provide a weekly report, which is due to the County every Friday, that shall include all medical and therapeutic meals served with a copy of the record sent to the County. The report shall include at a minimum, the inmate name, TID, date of meal, and type of meal.
- 4.3.25. The Vendor will provide the following reports to the County on the 15<sup>th</sup> of every month.
  - 4.3.25.1. Meal Count report showing meals served by breakfast, lunch, and dinner for staff and inmates;
  - 4.3.25.2. Monthly summary report showing the number of meals served and cost for all standardized menus by diet type – therapeutic, religious, sack lunch, snacks, holiday meals, contingency meals, staff meals;
  - 4.3.25.3. Monthly participation reports showing the number of meals prepared and the number of meals served with the variance percentage; and
  - 4.3.25.4. Total monthly meals served broken down by staff and inmates.
- 4.3.26. In the event the reports are not provided or do not include the required information by the 15<sup>th</sup> of every month, Vendor may incur liquidated damages as specified in **Section 4.49. - Liquidated Damages.**
- 4.3.27. Reports shall be directed to the County as follows:

Lackawanna County Prison  
 Attn: Cathy Regan, Business Manager  
 1371 N. Washington Ave.  
 Scranton, PA 18509

#### 4.4. Interface Requirements

- 4.4.1. The Vendor’s food service management software shall interface with the County’s OMS at no cost to the County. The current OMS provider is DSI/ITI. The OMS contact is Tom Gibney and his contact number is (814) 515-1760. It is the Vendor’s responsibility to contact the OMS provider, establish a working business relationship and identify the requirements necessary to interface with the OMS to ensure Vendor will be able to meet the requirements in this RFP. Vendor shall state in its response whether it has an established business arrangement and interfaces with DSI/ITI, a subsidiary of Global Tel\* Link. The County shall not be responsible for paying any amount associated with the required interface. The following requirements will apply relative to the interface.
  - 4.4.1.1. Real-time data transfer or near real-time interface with data transfers not to exceed every 15-minutes. At a minimum, the required data to be transferred is as follows:
    - 4.4.1.1.1. Facility;
    - 4.4.1.1.2. Inmate TID;
    - 4.4.1.1.3. Inmate First, Middle and Last Name;

- 4.4.1.1.4. Inmate Housing Location;
  - 4.4.1.1.5. Inmate Custody Status (i.e. active/inactive, etc.);
  - 4.4.1.1.6. Known Food Allergies;
  - 4.4.1.1.7. Inmate Special Needs;
  - 4.4.1.1.8. Inmate Medical Restrictions; and
  - 4.4.1.1.9. Religious Affiliation (i.e. Kosher, Halal, etc.).
- 4.4.2. The County currently uses a 6-digit TID (generated by the OMS).
- 4.4.3. The food service management software shall be capable of accepting a bulk data import of existing inmate information from the OMS and/or the incumbent food service management provider.
- 4.4.4. In **Attachment G- Interface**, Vendors shall:
- 4.4.4.1. Provide a documented record of seamless integration with DSI/ITI to transfer data electronically. Vendor shall specifically identify any Pennsylvania County Correctional Facilities using DSI/ITI's OMS and Vendor's food service management software.
  - 4.4.4.2. Provide a detailed strategy for a seamless integration with DSI/ITI's OMS and Vendor's food service management software.
  - 4.4.4.3. Obtain the necessary software and software licensing to integrate with DSI/ITI's OMS.

#### 4.5. Invoicing

- 4.5.1. Vendor shall submit to the County, on the first day of each week an invoice for the preceding week for meals served.
- 4.5.2. All meal prices shall be based upon the total meals served for the day; no meal prices shall be based upon the number of meals served for a particular mealtime (i.e. breakfast/lunch/dinner).
- 4.5.3. The invoice shall be broken down by the following:
  - 4.5.3.1. Number of standard meals served and by type (i.e. religious, therapeutic);
  - 4.5.3.2. Number of meals served for each mealtime (i.e. breakfast, lunch, dinner);
  - 4.5.3.3. Number of staff meals served;
  - 4.5.3.4. Portion sizes per meal; and
  - 4.5.3.5. Fees and Taxes.
- 4.5.4. Unit price increases and/or decreases shall not be allowed for the first 2-years of the Agreement. Any Vendor proposed unit price changes shall be presented to the County 3-months prior to the beginning of the 3<sup>rd</sup> year, and any renewal terms of the agreement and shall not increase or decrease during the applicable year. Any agreed upon unit prices shall remain firm for any such 12-month period.
- 4.5.5. The base period for comparison for determining meal prices shall be done annually and based upon the Consumer Price Index, Urban Consumers (CPI-U). Vendor shall provide the CPI-U with Vendor's proposal to increase and/or decrease any unit prices and within the timeframe defined in **Section 4.5.4** above.
- 4.5.6. In the event it is identified that Vendor must issue a credit, Vendor shall include the credit on the next weekly invoice or Vendor may incur liquidated damages as specified in **Section 4.49. - Liquidated Damages**.
- 4.5.7. Invoices shall be directed to the County as follows:

Lackawanna County Prison  
 Attn: Cathy Regan, Business Manager  
 1371 N. Washington Ave.  
 Scranton, PA 18509

#### 4.6. Menu Specifications and Cycle

- 4.6.1. Vendor shall obtain written approval by the County for all menus, providing nutritionally adequate meals, which conform to the requirements of this RFP.

- 4.6.2. All menus must be consistent with the recommended dietary guideline and dietary reference intakes as identified by the Dietary Reference Intake (DRI). Vendor shall ensure the menus contain a minimum of 2,400 calories daily. All menus must meet or exceed all applicable American Correctional Association (ACA) standards.
- 4.6.3. The County is interested in serving two hot meals and one cold meal daily.
- 4.6.4. Standardized recipes with portion yield data for all items shall be available and utilized.
- 4.6.5. Vendor must include standardized recipes intended to be utilized for Vendor's proposed menus in **Attachment I-Recipes**.
- 4.6.6. Each item listed on the menu shall specify nutritional values based on the recipe that will be used. For example, the specific calories, protein, fat, carbohydrates, fiber, sodium, calcium, iron, and vitamins in a single recipe.
- 4.6.7. In the event Vendor does not comply with the menu specifications listed in this RFP and subsequent Agreement, Vendor may incur liquidated damages as specified in **Section 4.49. - Liquidated Damages**.
- 4.6.8. In **Attachment J-J.3- Menus**, Vendor shall propose a 28-day cycle menu (breakfast, lunch, dinner, and sack meal) which shall adhere to the requirements in this RFP.
- 4.6.9. The menus must have a sufficient number and quantity of food items to fill each tray cavity. Vendor shall ensure the menus are structured in such a way to provide the inmates with adequate portions and a full tray.

#### 4.7. Sample Meal Trays

- 4.7.1. At each meal, two sample trays shall be prepared at no additional cost to the County. One tray shall be saved for a minimum of 72-hours and used in the event of an outbreak of a food borne illness. The second tray shall be sampled and evaluated by a County staff member designated by the Warden (or his designee) to ensure adequate quality and temperatures. Vendor shall supply the Warden or his designee with the result of the sample meal tray evaluations each week on Friday.

#### 4.8. Contingency Meals

- 4.8.1. At no additional cost to the County, Vendor will be required to provide food service to the County in the event of lockdowns, riots, fire, power failure, severe weather conditions, or other events that would alter the normal operations of the Facility.
- 4.8.2. In the event of an emergency, the Vendor must maintain on-premises inventory and food service staff sufficient to prepare and serve 5 days of scheduled meals. The Vendor must submit a contingency plan in **Attachment H-Contingency Plan**, which will address the manner in which a nutritionally equivalent menu can be provided to meet this requirement.

#### 4.9. Menu Substitutions/Changes/Posting

- 4.9.1. A log detailing all full or partial menu substitutions must be maintained for the County's food service program. The reason for changes or last minute substitutions must be clearly stated and submitted to the County for written approval. A registered dietitian must certify all substitutions and permanent changes as being nutritionally comparable.
- 4.9.2. Should the Vendor fail to have meals certified by a dietitian or not follow the substitution/ change process, Vendor may incur liquidated damages as specified in **Section 4.49. - Liquidated Damages**.
- 4.9.3. Approval process for a One-Time Menu Change:
  - 4.9.3.1. Vendor shall strike through the required item and write in the substituted item, the timeline the substitution will be applicable and the reason for the substitution 48-hours prior to the requested change..
  - 4.9.3.2. Vendor shall acquire the County's signature and/or initials, which shall signify as the County's approval to substitute the item on the menu.
- 4.9.4. Approval process for a Permanent Menu Change:
  - 4.9.4.1. Vendor shall provide the County a revised typed menu showing the stricken menu item with the replacement item 48-hours prior to the requested menu change.



4.9.4.2. Vendor shall acquire the County's signature and/or initials, which shall signify at the County's approval to the permanent change of the item on the menu.

4.9.5. Appropriate menus shall be posted one week in advance in the Facility's staff dining room.

#### 4.10. Menu Description Requirements

4.10.1. Vendor's proposed menus must include clearly defined descriptions of food items.

4.10.2. Vendor is encouraged to submit an alternative menu that does not match the current menus in **Appendix F- Current Staff Menu** and **Appendix G- Current Inmate Menu**.

4.10.3. All menu items must be listed in "as served" portions which clearly indicates weight or volume measurements (i.e., ½ cup, 1/48 cup portion, 3 oz. wt., etc.).

4.10.4. Entree items including casseroles must include cooked weight measurement of meat or meat equivalent per portion.

#### 4.11. Portioning and Sulfites

4.11.1. All food portion sizes shall be the cooked weight or shall be specifically identified as raw weight. Meat portions in casseroles or combination dishes must be listed. The contents for all sack meals must clearly mark the item and weight. All portions must be listed on the menus submitted in the Vendor's response to this RFP. Each menu item must include the number and portion size of the condiment package/serving that will accompany each meal.

4.11.2. All foods not already pre-portioned must be served using proper size and appropriate serving utensils. The Vendor's portioning and serving procedures must be written and consistently executed so that each inmate receives no less or more than the portions specified.

4.11.3. All foods are to be portioned using the County's designated trays.

4.11.4. Condiments, such as salt, pepper, ketchup, mustard, relish, salad dressings, BBQ sauce, hot sauce, and others must be in individual disposable packets/containers and served on each inmate's tray. Condiments may not be handled or distributed by housing unit inmate workers. Bulk commodity butter, if available, may be used for inmate meals.

4.11.5. No sulfite additives are to be added to any foods served under the Agreement.

#### 4.12. Menu Component Requirements

4.12.1. To ensure meals are appealing, a minimum number of menu components are required for each meal.

4.12.1.1. Casseroles cannot count as two items and must include cooked weight measurements of meat or meat equivalent per portion.

4.12.1.2. Bread, condiments, and beverages do not count as a component.

4.12.1.3. Lunch and dinner side dishes may include a variety of soups, starches, cooked vegetables, salads, and/or chips.

4.12.1.4. A source of protein must be served with each meal.

#### 4.13. Balanced Menu Planning Requirements

4.13.1. The menu shall be planned with products and recipes with proven inmate acceptability. The Vendor shall detail its method to monitoring inmate preferences and recommending to the County acceptable adjustments.

4.13.2. A variety of food flavors, textures, temperatures, and appearances shall be used.

4.13.3. Fruit and Vegetable Requirement

4.13.3.1. A minimum daily variety of 4 different fruits and vegetables shall be used to meet the requirement; items such as fruit drink, rice, and noodles do not qualify.

4.13.4. Avoid Excessive Fat Calories

4.13.4.1. To avoid excessive fat calories and provide more stomach filling bulk on the menu, portions of margarine, butter, salad dressing, gravies, and mayonnaise shall be restricted on the menu. A maximum of ½ oz. shall be used as a margarine or salad dressing portion. Sandwich meals shall include appropriate mustard and ketchup condiments, not margarine.

4.13.4.2. Percent of calories as fat shall not exceed 35% of total daily caloric intake.

#### 4.14. Nutritional Requirements

- 4.14.1. Vendor's proposed cost and menus shall be based upon an average of 2,400 calories per day with no more than 35% of total daily calories coming from fat, in addition to all other required nutrients, and as recommended by the Dietary Reference Intake (DRI).
- 4.14.2. Vendor shall include in **Attachment J-J.3 – Menus** an item-by-item nutritional analysis of the proposed menus per the requirements in **Section 4.6.6**.
- 4.14.3. Any additions, deletions, or changes made to the required daily caloric intake without prior written approval from the County may incur liquidated damages as stated in **Section 4.49. - Liquidated Damages**.
- 4.14.4. A registered dietitian must certify all menus and nutritional analyses.
  - 4.14.4.1. A registered dietitian shall certify the proposed inmate menus with a signed nutritional compliance statement. A copy of the dietitian's ADA registration card shall be submitted with the proposal in **Attachment K-Resumes**.
  - 4.14.4.2. The County requires a registered dietitian to approve all menus prior to service and annually thereafter. All meals served will comply with the most recently published DRI.
  - 4.14.4.3. In the event that a dietitian does not certify a meal, Vendor shall incur liquidated damages as specified in **Section 4.49. – Liquidated Damages**.

#### 4.15. Therapeutic Meals

- 4.15.1. The Vendor shall provide meals for medical and therapeutic diets, which shall be billed at the same price as regular meals.
- 4.15.2. Therapeutic or restricted diets must be available upon medical authorization. Specific meals must be prepared and served to inmates according to the orders of the attending physician or dentist, or as directed by the responsible health authority official. Medical meals, verified by a registered dietitian, must be specific and complete. The County will provide medical meals in writing to the Vendor. Restricted meals must conform as closely as possible to the food served to other inmates. Medically prescribed nourishments and snacks must be served upon request. All snacks, including protein-based snacks for emergency hypoglycemic episodes, required for medical diets will be considered part of the ordered therapeutic meal and must be provided.
- 4.15.3. All therapeutic meals will be served on the next day following the receipt of the therapeutic menu in the food preparation area. If this is not possible, Vendor must inform the medical staff member who initiated the order of the delay.
- 4.15.4. Therapeutic meal orders shall be completed by a registered dietitian and signed by the healthcare provider, an authorized food service representative, and the inmate. Signed menu receipts shall be submitted on Friday of every week to the County. Failure to certify meals by a registered dietitian may incur liquidated damages as specified in **Section 4.49. - Liquidated Damages**.
- 4.15.5. In the event a therapeutic or medically restricted diet meal is not fulfilled within 48-hours of receipt of order, Vendor may incur liquidated damages as specified in **Section 4.49. - Liquidated Damages**.

#### 4.16. Religious Meals

- 4.16.1. Vendor shall provide religious meals which shall be billed at the same price as regular meals.
- 4.16.2. Religious meals must be approved by the County or designee and will be submitted in writing to the Vendor by the County. Religious meals should be simple and conform as closely as possible to the food served to other inmates. Religious meal requests and/or the times they are served may increase for/or during a specific religious holiday period. Prepackaged meals are not acceptable. Religious meals include Kosher, Halal, or other religious affiliations approved by the County.



- 4.16.3. Religious meal orders shall be completed by a registered dietitian and signed by an authorized food service representative and the inmate. Signed meal receipts shall be submitted on Friday of every week to the County. Failure to certify meals by a registered dietitian may incur liquidated damages as specified in **Section 4.49. - Liquidated Damages.**
- 4.16.4. At no additional cost to the County, a meatless entrée is required to be served for inmates and staff every Friday during Lent and on Ash Wednesday.
- 4.16.5. In the event a religious meal request is not fulfilled within 48-hours of receipt of order, Vendor may incur liquidated damages as specified in **Section 4.49. - Liquidated Damages.**
- 4.17. **Food Allergies**
- 4.17.1. At no cost to the County, meals including applicable ingredients for an inmate with known allergies must not be served to the inmate. An alternative meal must be completed by a registered dietitian and signed by an authorized food service representative and the inmate. Signed meal receipts shall be submitted on Friday of every week to the County. Failure to certify meals by a registered dietitian may incur liquidated damages as specified in **Section 4.49. - Liquidated Damages.**
- 4.17.2. In the event a meal containing ingredients in the recipe for an allergic inmate is served, the Vendor may incur liquidated damages as specified in **Section 4.49. - Liquidated Damages.**
- 4.18. **Vegetarian Meals**
- 4.18.1. Vegetarian meals must be provided to all inmates who request in writing to the County. Prior to serving the meal to an inmate, the Vendor must receive approval from the County. A vegetarian meal must be completed by a registered dietitian and signed by an authorized food service representative and the inmate. Signed meal receipts shall be submitted on Friday of every week to the County. Failure to certify meals by a registered dietitian may incur liquidated damages as specified in **Section 4.49. – Liquidated Damages.**
- 4.18.2. All vegetarian meals shall be billed at the same price as regular meals.
- 4.19. **Spirit Lifter/ Holiday Meals**
- 4.19.1. Vendor shall refer to **Appendix D - Holiday Matrix** for the County’s observed holiday list.
- 4.19.2. Proposed menus for the County holidays shall be submitted for approval a minimum of 2 weeks prior to the date the meal is to be served.
- 4.19.3. All meals will be provided at Agreement unit prices and no additional cost to the County.
- 4.20. **Staff Meals**
- 4.20.1. In addition to inmate meals, the Vendor will provide Facility staff meals. In the event of an emergency such as a riot or escape, the Vendor shall provide meals, such as sack lunches, to staff.
- 4.20.2. The Vendor shall base the cost of the staff meals on 170 daily meal count. The County does not expect more than 170 meals to be served on the weekdays and 147 meals on the weekend.
- 4.20.3. Staff meals, which meet or exceed the minimum standards outlined below, are to be provided in the staff dining room on a daily basis. A list of furnished items in the staff-dining hall is listed in **Appendix A- Facility Specifications.**
- 4.20.4. In addition to the traditional hot entrée, the Vendor shall also provide a soup, salad, dessert, and beverages at each meal.
- 4.20.4.1. The entrée can be different than that provided on the regular inmate menu. Each entrée is to be accompanied by one starch and one vegetable choice.
- 4.20.4.2. Vendor shall provide a salad bar, which shall include, at a minimum, lettuce, tomato, cheese, cucumber, etc.
- 4.20.5. In addition to the salad bar, the Vendor shall provide the following in the staff dining hall:
- 4.20.5.1.1. Individual butter and margarine packets;
  - 4.20.5.1.2. Beverages;
  - 4.20.5.1.3. Milk (skim and 2%); and

4.20.5.1.4. Iced tea (Sweetened and Unsweetened).

- 4.20.6. In its response to this RFP, Vendor shall submit a staff menu with the portions listed in **Attachment J-J.3- Menus**. Vendor shall provide its proposed cost for staff meals in **Appendix E - Cost Proposal**. Vendor's cost proposal for staff meals shall ensure all meals are nutritionally well balanced, wholesome, and minimally processed.
- 4.20.7. Beverages shall be provided in the staff dining room 24-hours, 7-days per week.
- 4.20.8. The Vendor shall include its proposed process in which to document the number of staff meals served (including portion sizes for the salad bar). Vendor shall also provide its method to control the number of portions provided to each staff member in **Attachment L- Portion Control**. Documentation of the number of meals served shall be provided to the County every Friday. Documentation shall be provided in a format that is acceptable to the County (.csv, PDF, Microsoft Excel 2010 or greater, Microsoft Word, etc.)
- 4.20.9. The Vendor is responsible for the cleanliness and sanitation for the staff dining room throughout the meal service period.

#### 4.21. Sack Meals

- 4.21.1. The Vendor shall provide sack lunches for inmates or groups of inmates who require meals but are unable to receive a meal in the traditional manner. Such inmates include those going to outside court, inmate work crews, and inmate transfers.
- 4.21.2. Sack lunches for staff during emergencies shall be made available upon request of the County.
- 4.21.3. National Restaurant Association ("ServSafe") and U.S. Department of Health Food temperature requirements shall apply to sack lunches. Sack lunches should be placed inside a cooler when meals are not served immediately so all sack meals stay within safe food temperatures.
- 4.21.4. Sack meals must contain approximately one-third of the minimum daily nutrition requirement.
- 4.21.5. Vendor shall propose a flat cost for sack meals, which shall be less than the current cost of a sack meal. The current cost of meals can be found in **Appendix H- Current Meal Cost**.

#### 4.22. Confinement/Infirmary Meals

- 4.22.1. The Vendor shall serve meals to inmates in confinement and the infirmary at the same price as the agreed upon cost per meal.
- 4.22.2. The County's staff shall supervise the preparation of meals for inmates assigned to confinement areas and infirmary, or other areas requiring meal trays. The County shall complete the transportation and delivery of the meals. Meals shall be pre-portioned individual serving trays in such a manner as to comply with food temperature requirements.

#### 4.23. Condiments

- 4.23.1. Vendor's proposal shall include, in **Attachment J – J.3 - Menus**, all inmate condiments and staff condiments. Vendor shall indicate how condiments or dressings are packaged and distributed with the meal, such as individual packets vs. bulk.

#### 4.24. Meal Times

- 4.24.1. The County shall provide a fully equipped kitchen. Details can be found in **Appendix A- Facility Specifications**.
- 4.24.2. Meals are expected to be served on time every day in the staff dining room and to inmates. Hours for each mealtime are listed in **Appendix A- Facility Specifications**.
- 4.24.3. Vendor shall abide by all local, state, national, and federal guidelines.
- 4.24.4. Vending operations or concessions are not included in this RFP and awarded Agreement.

#### 4.25. Food Procurement

- 4.25.1. The Vendor shall describe how it will procure and supply food products for both inmate and staff meals based on the information provided herein.

- 4.25.2. The Vendor must provide, at a minimum, the purchasing specifications to be used in the purchase of all food products. The specifications provided should address the levels of quality, grade, size, pack, count, and all other relevant information. The County must approve, in writing, any changes from the stated specifications.
- 4.25.3. Unless Vendor can prove that different specifications can meet the minimum nutritional and caloric count standards included herein, all food purchased for the use under the Agreement shall meet at least the following minimum specifications:
  - 4.25.3.1. Beef, shall be of at least USDA Good. The fat and/or soy content of all ground meat to be used cannot be in excess of 30 percent respectively.
  - 4.25.3.2. Poultry shall be at least USDA Grade B.
  - 4.25.3.3. Canned fruit and vegetables shall be at least USDA Grade C (or standard).
  - 4.25.3.4. Frozen fruits and vegetables shall be at least USDA Grade B.
  - 4.25.3.5. Fresh produce shall be at least USDA number 2.
  - 4.25.3.6. All fruit-based drinks must be fortified with vitamins C and D. Dairy products shall be at least USDA Grade A (butter may be substituted for margarine when it is a commodity item).
  - 4.25.3.7. Milk must be fortified with vitamins A and D and shall be served as a beverage. Dry/powdered milk may be used in cooking/baking when applicable.
  - 4.25.3.8. Frozen fish and seafood must be a nationally distributed brand, packed under continuous government inspection.
  - 4.25.3.9. Bakery products must include a minimum of 60 percent whole-grain products and must be used within 48-hours or frozen until the time of use. If frozen, all bread products must be clearly marked with the date received and used within 30-days.
- 4.25.4. The Vendor may not purchase “second market” and/or distressed food items without prior approval from the County and be accompanied with a registered dietitian certifying that the product is an acceptable menu substitution as defined in this RFP.

#### 4.26. Quality and Safety

- 4.26.1. Vendor shall provide all food items in accordance with this RFP. The Vendor shall describe how it will accomplish the following but not limited to:
  - 4.26.1.1. Provide and safely manage delivery of all food products;
  - 4.26.1.2. Maintain proper temperatures during all stages of processing, storage, and delivery;
  - 4.26.1.3. Ensure all food items arrive in a clean delivery vehicle, which is free of any debris, clutter, or putrid odor; and
  - 4.26.1.4. Ensure all items arrive in good condition, are of sound quality, are sealed and intact and show no signs of being mishandled.

#### 4.27. Fill Rate

- 4.27.1. Vendor shall describe how it will accomplish the following:
  - 4.27.1.1. Maintain a minimum 98% fill rate for each delivery. Fill rate is defined as “the total number of items delivered/served accurately and completely divided by the total number of items listed in the food service management software for which a delivery order was generated”; and
  - 4.27.1.2. Replacement of all shorted items and those items deemed unacceptable at time of delivery within 5 business days.

#### 4.28. Returns/Replacements

- 4.28.1. Vendor shall describe its procedures for the following:
  - 4.28.1.1. Handling overages, shortages, damages, and returns, at the time of delivery;
  - 4.28.1.2. Replacing products that are deemed unacceptable during preparation for any reason, such as but not limited to, spoilage of product, out of date product, etc.; and

- 4.28.1.3. Ensuring the Facility's on hand inventory will be adjusted to show the amount of goods being returned immediately.
- 4.28.2. Should the integrity of an approved product(s) fail during the life of the Agreement, the County reserves the right to:
  - 4.28.2.1. Conduct sampling of product(s) to ensure product(s) meet and conform to the approved specifications listed in this RFP; and
  - 4.28.2.2. Require the replacement of a previously approved brand with a different approved brand if the product fails to perform properly in service.

#### 4.29. Unavailability of Product

- 4.29.1. Vendor shall describe its procedure for communicating and resolving product unavailability. Vendor shall include, but not limit its response to the following processes:
  - 4.29.1.1. Notifying the County of all unavailable products within 5 business days of notification of the interruption of product availability;
  - 4.29.1.2. Offering a comparable product/brand to replace the unavailable product/brand within 5 business days. The County, in its sole discretion, shall determine if the replacement product/brand is comparable to the original product/brand and reserves the right to test that product prior to approval of delivery; and
  - 4.29.1.3. Providing the replacement product/brand within 10 days of approval by the County. At no time is the selected vendor allowed to unilaterally change products.

#### 4.30. Product Recall Procedures

- 4.30.1. Vendor shall describe its procedure for communicating and resolving product recall(s). Vendor shall include, but not limit their response to the following:
  - 4.30.1.1. Notification to the County within 24-hours of the recall alert;
  - 4.30.1.2. Notification of actual recall to the County within 24-hours;
  - 4.30.1.3. Pick-up and replacement of all recalled product(s); and
  - 4.30.1.4. Vendor will be responsible for the removal and replacement of the recalled product(s) at no expense to the County.

#### 4.31. Receiving

- 4.31.1. Vendor will be responsible for receiving all goods at the Facility's secured loading dock between the hours of 7:00 A.M. and 3:00 P.M., Monday through Friday via the on-site loading dock. A County staff member must open and lock all doors as well as be present during the entire delivery process.
- 4.31.2. Select inmates will be allowed access to the loading dock to assist with deliveries with the supervision of Vendor and the County.
- 4.31.3. Due to security concerns, the County requests that the Vendor utilize consistent staff to receive deliveries. No other Vendor personnel should be in this area other than for supervision or trash disposal purposes. No Vendor personnel and/or visitors are to use the loading dock/security door area as an ingress/egress point to the Facility.
- 4.31.4. Vendor shall be responsible for verifying that all food supplies are ordered and deliveries made in accordance with the delivery schedules and security procedures. The County requires advance notification of all deliveries.

#### 4.32. Inventory

- 4.32.1. Vendor shall describe its procedure for taking inventory of processed and non-processed food and supply items.
- 4.32.2. Vendor shall describe its method for conducting the inventory and the disposition of the data collected. Access to inventories must be available to the County or its Designated Agent at any time upon request.
- 4.32.3. Vendor shall include tracking of inventory and goods and inventory levels in its food service management software.

#### 4.33. Storage

4.33.1. Vendor shall describe how it will provide correct handling, prompt storage and first in/first out rotation of foods items purchased for use in the Facility. The date of receipt must be clearly marked on each product and sorted so that it is clearly visible. Products, which have been frozen in excess of 1 year and/or past the manufacturers/processors established or implied freshness expiration date, may not be served.

#### 4.34. Meal Beverage Cup

4.34.1. Bulk service beverages (such as fruit juice and milk) are to be served in 8-ounce plastic cups supplied by the County unless Styrofoam is requested for medical or security reasons.

#### 4.35. Date Codes

4.35.1. Vendor shall describe its code system, including sack meals, to prevent consumption of dated/spoiled foods. After 24-hours, all unused sack meals must be discarded.

#### 4.36. Disposables

4.36.1. Vendor shall furnish all paper, sacks, boxes, paper towels, and hand soap for use in the Facility. All necessary equipment to include disposable hairnets and/or hats, and disposable plastic gloves must be supplied by Vendor. Vendor is responsible for supplying paper plates, plastic utensils, and 5-gallon tea dispenser for the staff dining room

4.36.2. Specifications for the disposables must be included in Vendor's proposal. The County reserves the right to request samples of all or certain disposable items that Vendor is proposing to be submitted prior to Vendor selection.

#### 4.37. Sanitation and Food Safety

4.37.1. Vendor must maintain sanitation and food safety in the food service operations, including employee and inmate workers' personal hygiene.

4.37.2. Vendor shall follow all applicable American Correctional Association (ACA) standards including food service and sanitation standards as well as all State and Federal regulations in regards to purchasing, preparing, and serving food and maintaining all food productions and service areas.

4.37.3. Vendor shall describe its sanitation procedures, which shall comply with all applicable Federal, State, and Local regulations. Vendor shall provide ongoing sanitation related training to its staff and maintain documentation of the same.

4.37.4. Any instance of illness suspected to be food-borne will be promptly documented in writing and reported to the County within 24-hours of occurrence.

4.37.5. A 100% score on the State Board of Health inspections is expected but anything less than 90% may incur liquidated damages as stated in **Section 4.49. - Liquidated Damages.**

#### 4.38. Vendor Specifications

4.38.1. Vendor shall absorb the initial \$60,000.00 in repair and/or replacement costs for all kitchen equipment. Vendor may offer a higher repair/replacement allowance in its Cost Proposal.

4.38.2. Inmate labor will be available on a daily basis. The actual number of inmate workers will be an amount mutually agreed upon between the County and Vendor.

4.38.3. Inmates are not permitted to supervise other inmates.

4.38.4. Vendor shall submit resumes for all employees, consultants, subcontractors, and dietitians that will be working under the terms of this RFP and Agreement. Resumes should be included as part of **Attachment K – Resumes.**

4.38.5. Vendor will include a description of the qualifications of the Food Service Director appointed for the oversight of the County's food service operation.

4.38.6. All Vendor food service employees shall be fully trained and evaluated by the Food Service manager prior to being placed in the Facility's food service area. Vendor shall ensure that all staff is familiar with applicable State policies and procedures, rules and regulations, as well as applicable ACA standards and documentation.

#### 4.39. Grievances

- 4.39.1. All grievances by inmates and staff shall be submitted in writing to the County grievance counselor; the County shall supply the grievance to Vendor within 24-hours. Vendor shall have 72-hours to present a written response detailing a solution to the problem. A written record of all grievances and responses must be maintained for the life of the Agreement and any Addenda and/or Amendments.
- 4.39.2. If available and as an alternative, Vendor shall detail if Vendor has the capability for inmates to submit grievances electronically.
- 4.39.3. Any grievances not resolved within the 72-hour timeframe may incur liquidated damages as specified in **Section 4.49. - Liquidated Damages.**

#### 4.40. New Employees

- 4.40.1. Vendor must develop and implement an orientation, training plan, and manual which is approved in writing by the County and which incorporates components from both the Vendor's and the County's missions and service delivery systems. The employee within 30-days of hire must satisfactorily complete training.
- 4.40.2. Vendor shall ensure that all new employees participate in Vendor's food service orientation program, ensure that it provides ongoing in-service training, and ensure that the employees receive copies of all appropriate training materials. Documentation of such orientation and training must be submitted to the Warden or designee for review on a monthly basis.
- 4.40.3. Vendor agrees that all staff members must attend a security orientation session prior to entering the Facility in accordance with the County's policy and ACA standards. Vendor shall be financially responsible for Vendor's time to attend these trainings.

#### 4.41. Staff Training

- 4.41.1. Vendor shall ensure that all Vendor staff is trained in food handling and sanitation on a quarterly and an annual basis as required by ServSafe. This training shall be documented and available for review or inspection by the County upon request. Vendor shall ensure that Vendor's staff is familiar with the applicable State policies and procedures, rules and regulations. These topics include, but are not limited to:
  - 4.41.1.1. Applicable State policies and procedures, rules and regulations;
  - 4.41.1.2. Safety;
  - 4.41.1.3. Mission statement;
  - 4.41.1.4. Standard of conduct for contractors/volunteers;
  - 4.41.1.5. Key Control;
  - 4.41.1.6. Appropriate attire;
  - 4.41.1.7. Appropriate interaction with inmate's;
  - 4.41.1.8. First AID/CPR;
  - 4.41.1.9. Hostage situations;
  - 4.41.1.10. Suicide prevention training; and
  - 4.41.1.11. PREA.

#### 4.42. Inmate Training

- 4.42.1. Vendor is responsible for training all inmates on food service equipment and documenting training. Damage to equipment that renders equipment inoperable shall be the responsibility of Vendor if the equipment damaged is a result of improper training or supervision of inmate labor.
- 4.42.2. In the event of rule violations by inmates working with the Vendor, Vendor shall document the incident and notify the Facility. The County's security personal shall take the necessary steps towards disciplinary action.
- 4.42.3. Vendor shall provide a description in **Attachment M- Sample Training Plan** of training entry-level service and production personnel and inmate work force.



#### 4.43. Staff Vacancies and Schedules

- 4.43.1. Vendor will be responsible for providing approved and qualified replacement staff to the Facility in the event of absence of management and line staff positions (i.e. sick, vacation, leaving employment, etc.) The temporary/interim staff member shall meet the minimum qualifications for that position.
- 4.43.2. Under no circumstances can any identified management or line staff position remain vacant or be filled by temporary staff for longer than 72-hours. If a position remains vacant for more than 72-hours, Vendor may incur liquidated damages as stated in **Section 4.49. - Liquidated Damages**. Notwithstanding the above, if a position remains vacant for longer than 72-hours related to the County's security procedures, Vendor will not be held liable for liquidated damages.

#### 4.44. Staff Uniforms

- 4.44.1. Vendor must provide staff uniforms for all assigned personnel. The uniforms must be neat in appearance and approved in writing by the County. Vendor staff uniforms must be separate and distinct from uniforms worn by Facility personnel and inmates.

#### 4.45. Staff Conduct

- 4.45.1. Vendor and any contractors supplying goods or services are required to adhere to strict security guidelines regarding conduct within the Facility, including adherence to the County policy and procedure, particularly rules of conduct, employee clothing/grooming requirements, security procedures, and any other applicable rules and regulations. Tobacco and cell phones are not allowed on the County grounds. Additionally, Vendor employees must comply with the following requirements:
  - 4.45.1.1. Vendor staff shall be subject to searches (including the employee's vehicle, equipment or products).
  - 4.45.1.2. Vendor staff shall not display favoritism to or preferential treatment of one or group of inmates above another.
  - 4.45.1.3. Vendor staff shall not deal with any inmate except in accordance with the requirements in this RFP and subsequent Agreement. Specifically, Vendor staff members shall not accept any personal (tangible or intangible) gift, favor, or service from an inmate or an inmate's family or close associate under any circumstances. Vendor shall report to the County any violations or attempted violation of these restrictions. In addition, Vendor staff member shall not give any gifts, favors, or services to inmate, inmate's family or close associates under any circumstances.
  - 4.45.1.4. Vendor staff shall not enter into any business relationship with inmates or inmate friends or families or employ them in any capacity.
  - 4.45.1.5. Vendor staff shall not have outside contact with an inmate or an inmate's friends or family except those activities that are to be rendered under the Agreement.
  - 4.45.1.6. While delivering services associated with the Agreement, at no time shall any Vendor employee wear clothing that resembles or could reasonably be mistaken for an inmate's uniform or correctional officer's uniform or a uniform that bears the logo, other identifying words, or symbols of any law enforcement or correctional agency.
- 4.45.2. Vendor shall be responsible for maintaining security of all sharp items and caustic chemicals as well as all inventories. All sharp and cleaning items shall be logged in and out in compliance with the County security measures. All logs shall be available for inspection at any time by the County staff and inspectors. All items shall be accounted for at all times.
- 4.45.3. Vendor shall be responsible for keeping all areas locked and unavailable to inmate workers.
- 4.45.4. Vendor shall coordinate with the Warden or his designee regarding any shutdown of existing systems (gas, water, electricity, sewage, etc.). Vendor shall obtain the County's written approval prior to shutting down any existing utility system and arrange for alternative services, if required, and expeditious re-establishment of the shutdown system.
- 4.45.5. The County may require Vendor to immediately remove any of its employees from the Facility for any reason.

4.45.6. Vendor must notify the Warden or his designee in writing when Vendor management and/or staff employee has been terminated, permanently transferred or newly hired.

#### 4.46. County Specifications

4.46.1. The County shall provide Vendor with all kitchen hand utensils, cleaning equipment, satellite trays, pans, pots, and other necessary equipment to accommodate the scope of this RFP. A list of all available kitchen equipment can be found in **Appendix A- Facility Specifications**.

4.46.2. Ownership of all non-expendable supplies and capital equipment shall remain with Vendor and shall be passed to the County at the end of the Agreement period.

4.46.3. After the initial \$60,000.00 repair allowance by Vendor (or other amount offered by Vendor) as stated in this RFP, the County shall be responsible for repairs and/or replacements that arise due to normal wear and tear of the County-owned equipment.

4.46.4. The County shall be responsible for the costs and maintenance of insect and pest control in all food service, production, and storage areas.

4.46.5. The County shall be responsible for the periodic stripping, sealing, and waxing of floors in the food service areas as determined by the County and Vendor.

4.46.6. Vendor shall adhere to applicable State, County, and Municipal recycling and waste disposal requirements. Vendor shall be responsible for removal of trash and garbage from food service and production operations to the County's remote dumpsters.

4.46.7. The County shall provide waste containers in sufficient quantity to maintain sanitary standards for trash disposal. The County shall provide trash bag liners as needed.

4.46.8. The County shall be responsible for the cost of first aid equipment and supplies, including automatic hood extinguisher systems.

4.46.9. The County will be responsible for all quarterly and annual cleaning of all hood ducts, plenums, and vents. Vendor will conduct daily/weekly routine cleaning of the hood vents.

4.46.10. The County shall provide office space, furniture, and access to the County's internet for use by Vendor. The County shall not furnish services of support (e.g. support staff, secretarial, or clerical support) to Vendor. The County shall provide local telephone service, but Vendor shall be responsible for all long distance telephone costs. Vendor shall be responsible for providing all program staff office supplies (other than furniture) including computer for proprietary information, software, printers, copy machines, and copy paper.

#### 4.47. Security

4.47.1. Vendor's staff will be required to use designated exits and entries into the Facility, sign in and out, and display identification badges as deemed necessary by the County while on premises.

4.47.2. Vendor's employees may not bring visitors into the Facility. Attempts to do so may be grounds for dismissal of the employee.

4.47.3. All employees, agents, and representatives of Vendor, while working at Facility, shall carry or display acceptable identification.

4.47.4. Drivers must turn off vehicle motors and lock cab doors whenever the vehicle is unattended. Vehicles shall be searched prior to entry and exit, causing up to a 30-minute delay each way. The County is not responsible for lost, damaged, or stolen goods.

4.47.5. Vendor's employees, agents, and representatives shall not have any weapons (including pocketknives or box cutters), cell phones, pagers, drugs, tobacco products or any item deemed by the County to be potential contraband. Facility security staff will hold these items and return them as the staff exits the grounds. Any illegal items shall not be returned and shall be reported to local law enforcement.

4.47.6. Vendor's employees, agents, and representatives who enter the Facility shall have prior approval to enter from Facility security staff, involving a background check to ensure that they are not convicted felons. Vendor shall submit



background check requests a minimum of two weeks prior to arriving at the Facility. At the County’s discretion, Vendor shall comply with any requests to reassign a Vendor employee, agent, or representative, whether or not the individual has passed the background check, if it is determined by the Facility that there is a security concern.

**4.48. Price Adjustments**

- 4.48.1. The base period for comparison for determining meal prices shall be done annually and based upon the Consumer Price Index, Urban Consumers (CPI-U). Vendor shall provide the CPI-U with Vendor’s proposal to increase and/or decrease any unit prices and within the timeframe defined in **Section 4.5.4**.
- 4.48.2. Unit price increases and/or decreases shall not be allowed for the first 2-years of the Agreement. Any Vendor proposed unit price changes shall be presented to the County 3-months prior to the beginning of the 3<sup>rd</sup> year, and any renewal terms of the agreement and shall not increase or decrease during the applicable year. Any agreed upon unit prices shall remain firm for any such 12-month period.
- 4.48.3. Vendor must propose and explain the process that will be used to justify any proposed cost adjustment based upon the following:
  - 4.48.3.1. The USDA Regional Wholesale Food Price Index (as issued quarterly) and the USDA Food Index Forecast will be used to justify the increase in food cost.
  - 4.48.3.2. Changes in the County specified menus.
  - 4.48.3.3. Verification/substantiation of any other cost factors through submissions of supplier invoices over a 6-month period.
  - 4.48.3.4. In addition, Vendor is required within its cost proposal to set a not-to-exceed percentage increase in the cost per meal, regardless of the above factors.

**4.49. Liquidated Damages**

- 4.49.1. Each failure to meet a requirement, both correctly and on time, may be subject to fines and liquidated damages as outlined herein. Any enforced fines/liquidated damages will be invoiced by the County to Vendor. Payments due to the County for the invoiced amount(s) shall be due within 30-days of Vendor’s receipt of the invoice.

**Table 3- Liquidated Damages**

Description	Amount
Implementation timeline not executed as per requirements of this RFP.	\$500 per day for each day after the agreed-upon date until the installation is complete.
Reports that do not contain the required information or are provided after the 15 <sup>th</sup> of every month as specified in <b>Section 4.3.24</b> . If the reporting is late and/or reports do not contain all required fields, liquidated damages shall apply.	\$50.00 per day until report is received by the County or its Designated Agent.
Vendor shall adhere to the County’s performance process when upgrading software, equipment, or performing any changes to the food service management, which affects the scope of services under this Agreement. Any deviation from the process may result in liquidated damages incurred by Vendor.	\$500.00 per occurrence.
Vendor is responsible for including any credits due to the County in the following weekly invoice. Should Vendor fail to issue the credit within the specified timeframe, Vendor may be liable for liquidated damages.	\$50.00 per day until the credit has been issued to the County.
Vendor shall responsible for following all menu specification requirements as listed in this RFP. Any	\$100.00 per occurrence.

deviation from the specifications may result in liquidated damages incurred by the Vendor.	
Any changes to the delivery schedule, item/meal substitution process, meal pricing, or addition of unapproved fees charged; the County must approve all changes prior to implementation. Changes made without approval are subject to liquidated damages.	\$100.00 per day from the day the unauthorized change was implemented through the date Vendor discontinues the unapproved change.
Any addition, deletion, and/or changes made to the required daily caloric intake without the express written consent of the County shall make the Vendor liable for liquidated damages.	\$500.00 per day from the day the addition/deletion/change was first added through the date the addition/deletion/change was discontinued.
The County requires that a registered dietitian certify all meals listed in the Vendor's menu. Failure to meet certification may result in Vendor incurring liquidated damages.	\$100.00 per occurrence.
Vendor shall be responsible for fulfilling therapeutic/medically restricted diet orders and/or religious meal orders within 48-hours of receiving the order.	\$100.00 per day from the day the order was not fulfilled through the date the correct restricted diet order is provided to the inmate.
Vendor shall follow the required diet specification in this RFP for all medical, therapeutic, vegetarian, allergy-based, and religious-based diets (Halal, Kosher, Hindu, Buddhist, etc.). Should Vendor not adhere to the diet specifications, the Vendor will incur liquidated damages.	\$100.00 for each meal not meeting the County's specifications for medical, therapeutic, vegetarian, allergy-based, and religious based diets.
Vendor is responsible for receiving a 100% score on the State Board of Health Inspections. Anything lower than 90% may result in liquidated damages incurred by Vendor.	\$500.00 per occurrence.
Vendor is responsible for addressing inmate and/or staff grievances within a 72-hour period of receiving the grievance. Grievances not addressed as required may result in liquidated damages.	\$25.00 per day once the 72-hour period has passed without resolution.
Vendor is responsible for filling any staff vacancy within 72-hours of the position being vacated. Staff positions remaining open after 72-hours are subject to liquidated damages.	\$50.00 per day beginning 72-hours (3-days) after the position becomes vacant until the position is filled.

**APPENDIX A – FACILITY SPECIFICATIONS**

**FACILITY SPECIFICATIONS**

**Lackawanna County Prison**

1371 N Washington Ave.

Scranton, PA 18509

ADP:	934
Number of Beds:	1,186
Number of Housing Units:	10
Number of Medical Units:	1
Average Number of Yearly Inmate Admissions:	4,904 (Approximately 5,000)
Total Inmate Meals (2/2017-7/2017)	339,108
Total Staff Meals (2/2017-7/2017)	44,675
Total Sack Meals (2/2017-7/2017)	1,320
Total Cost (All Meals) (2/2017-7/2017)	\$535,689.22
Breakfast (Staff and Inmates)	6AM-8AM, Hot Meal Served
Lunch (Staff and Inmates)	11AM-2 PM, Hot Meal Served
Dinner (Staff and Inmates)	4PM-6PM, Hot Meal Served

*Staff salad bar available all day.*

<b>Staff Dining Room Accommodations</b>
3 Hot Plates
Salad Bar
Microwave
Coffee Pot
Trash Can- 55 gallons
Ice Tea Holder – 2, 5 gallon insulated jugs

<b>Kitchen Equipment</b>
2-20x25 Fridges
1-20x25 Freezer
2- Stack Convection Ovens = Total of 4
2- Tilt Skillets
2- Kettles
1-Single Stack Steamer = Total of 2
2-Stack Warming Ovens = Total of 4
1-Gas Stove with 4 Burners
2-Standalone Double Door Coolers
2-Ice Machines, 700lbs
1-Hobart Floor Mixer
1-Hobart Meat Slicer
1-Buffalo Chopper
1-Double Deep Fryer
1-Floor Mount Flat Griddle
1-Pallet Jack
21-Food Carts
Cooking Utensils

## APPENDIX B - EXCEPTIONS

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All County RFP requirements by section, subsection or numbered item for which Vendor has stated **“Read and do not comply”** are considered Exceptions and must be documented in this form. Vendor may add additional rows to the table as necessary to include all exceptions taken. If no Exceptions were taken, Vendor should write “No Exceptions” under “RFP Requirement(s) Section Number and Text” under Exception Number 1.

Exception Number	RFP Requirement(s) Section Number and Text	Describe the Nature of Exception and Explain How Vendor’s Response Still Meets the RFP Requirements
1		
2		
3		
4		
5		

**APPENDIX C – FACILITY KITCHEN TOUR REGISTRATION**

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Vendors that plan to attend the Facility Kitchen Tour must complete and submit to the RFP contact specified in **Section 2.5 – Questions or Comments** and by the date specified in **Section 2.1 – Schedule of Event**. The County will provide escorts.

**Lackawanna County RFP: Inmate Food Management Services  
RFP: 256-17-209**

<b>Vendor Name:</b>	
<b>Address:</b>	<hr/> <hr/>
<b>Main Contact Phone Number:</b>	<hr/> <hr/>

<b>Attendee Name:</b>	
<b>Attendee Title:</b>	<hr/>
<b>Attendee Office Contact Number:</b>	<hr/> <hr/>
<b>Attendee Mobile Contact Number:</b>	<hr/>
<b>Attendee Email Address:</b>	<hr/> <hr/>

<b>Attendee Name:</b>	
<b>Attendee Title:</b>	<hr/>
<b>Attendee Office Contact Number:</b>	<hr/> <hr/>
<b>Attendee Mobile Contact Number:</b>	<hr/>
<b>Attendee Email Address:</b>	<hr/> <hr/>

## APPENDIX D – HOLIDAY MATRIX

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The Vendor shall provide the following holiday meals at the Agreement unit prices and no additional cost to the County. These meals can be regular menu items, but preferably favorite inmate meals. Portion sizes for holiday meals are the same as regular meals.

Holiday	Date
New Year's Day	January 1 <sup>st</sup>
Easter	First Sunday in April
Memorial Day	Last Monday in May
Independence Day	July 4 <sup>th</sup>
Labor Day	First Monday in September
Veterans' Day	November 11 <sup>th</sup>
Thanksgiving Day	Fourth Thursday in November
Christmas Day	December 25 <sup>th</sup>

**APPENDIX E – COST PROPOSAL**

Vendor shall provide a cost proposal for the County based on the overall meals served at the end of the day. For **Option #1**, Vendor shall propose a flat rate per meal for both inmate and staff meals. Vendor’s cost proposal for staff meals shall be based on 170-daily weekday meal count and 147 weekend meal count, inclusive of the salad bar and all offerings. Vendor shall provide an additional proposal in **Option #2** that shall include a price per meal/ sliding rate based on the total number of meals served at the end of the day for both inmate and staff. Vendor’s proposed price per meal/sliding rate shall include the salad bar and all offerings. The Cost Per Meal (CPM) shall include the cost of all food, labor, equipment, and management fees required to provide all services detailed in the RFP. Vendor shall state if there are any other fees/costs associated with this RFP here.

**Option #1**

Description	Proposed Price Per Meal
Inmate Meals	
Staff Meals (inclusive of the salad bar)	
Snacks	
JV Staff Meals	
JV Snacks	

Other Associated Cost	
Type	Amount
Repair and/or Replacement of Kitchen Equipment	



**APPENDIX E – COST PROPOSAL (continued)**

**OPTION #2  
Vendor Proposed Inmate and Staff Meal Prices**

<b>Meals Served</b>	<b>Proposed Price</b>
2,500-2,549	
2,550-2,599	
2,600-2,649	
2,650-2,699	
2,700-2,749	
2,750-2,799	
2,800-2,849	
2,850-2,899	
2,900-2,949	
2,950-2,999	
3,000-3,049	
3,050-3,099	
3,100-3,149	
3,150-3,199	
3,200-3,249	
3,250-3,299	
3,300-3,349	
3,350-3,399	
3,400-3,449	
3,450-3,499	
3,500-3,549	
3,550-3,599	

<b>Other Associated Cost</b>	
<b>Type</b>	<b>Amount</b>
Repair and/or Replacement of Kitchen Equipment	

**APPENDIX H- CURRENT MEAL COST**

<b>Meal Count</b>	<b>Price Per Meal</b>
749 and Below	TBN
750-774	\$ 1.105
775-799	\$ 1.100
800-824	\$ 1.093
825-849	\$ 1.083
850-874	\$ 1.078
875-899	\$ 1.068
900-924	\$ 1.063
925-949	\$ 1.058
950-974	\$ 1.052
975-999	\$ 1.046
1000-1024	\$ 1.040
1025-1049	\$ 1.035
1050-1074	\$ 1.030
1075-1099	\$ 1.025
1100-1149	\$ 1.021
1125-1149	\$ 1.017
1150-1174	\$ 1.013
1175-1200	\$ 1.008
Staff Meals	\$ 1.59
Snack Price	\$ 1.065
Juvenile Staff Meals	\$ 1.59
Juvenile Snacks	\$ 1.060

- All name brand nutritional supplements are billed at the rate of \$1.50.
- All doctor ordered medical snacks are billed at the rate of \$1.00.
- All Kosher and Halal meals are billed at the rate of \$6.50.