

INSTRUCTIONS AND SPECIFICATIONS OF BID
For Food Service Management for the Snake River Juvenile Detention Center

I. INSTRUCTIONS TO BIDDERS

- a. Notice: Sealed proposals will be received at Twin Falls County Board of County Commissioners' Office, 630 West Addison, (second floor) Twin Falls, Idaho until Friday the 19th day of July, 2024 at 5:00 p.m. The Board of County Commissioners will open the bids on Monday the 22nd day of July at 10:00 a.m. in the Twin Falls County Commissioners meeting room. Only the participating bidders will be announced at this time. Any questions regarding the food services at Snake River Juvenile Detention (SRJD) should be directed to Neil Nakamura at 208.736.2588.
- b. Submittal: shall include three (3) copies of the proposal submitted in a sealed envelope, all proposals shall contain the full name of the person, agency or company, and shall be signed by an official authorized to execute a contract.

II. General Terms and Conditions

- a. Schedule of Events:
 - i. Site Visit and Pre-Bid Conference to be held at the Snake River Juvenile Detention Center at 650 Addison Avenue West, Suite 3200, Twin Falls on Friday, July 12, 2024 at 2:00 p.m.
 - ii. Expected Start Date: August 1, 2024.
- b. BIDS
 - i. All bids must be in writing and delivered to the Board of County Commissioners as stated above.
 - ii. The bid shall be for a single year contract with options for Twin Falls County (TFCO) to renew for up to four additional one year terms.
 - iii. The successful bidder shall be required to execute a written contract, a sample of which is attached to this Notice of Inviting Bids. Such Contract must adhere to Idaho Department of Education, Child Nutrition Program and Food Distribution Program Requirements. This contract must be written and conform to all requirements and regulations pertaining to the National School Lunch and National School Breakfast Programs as set for the by the Food and Consumer Service of the United States Department of Agriculture (USDA) and all applicable State of Idaho laws and regulations. A contract based on "cost plus a percentage of cost" or "cost plus a percentage of income" is prohibited.
 - iv. No contract shall be assigned or any part of the same subcontracted without the written consent of TFCO.
 - v. Rejections of Proposals: TFCO reserves the right to reject any or all bids. Proposals that do not meet the minimum requirements set by the bidding notice will be rejected. The contract, if awarded, shall be made to the qualified bidder submitting the lowest bid

- price complying with bidding procedures and meeting the specifications for the goods and/or services sought to be procured.
- vi. Written objection to specifications or bidding procedures must be received by the clerk of the Board of County Commissioners at least three business days before the date and time upon which bids are scheduled to be opened.

III. Specifications of Bid

a. Scope of work

- i. The successful bidder hereinafter "Contractor" shall furnish all management, labor, staff, food, materials and supplies necessary to provide food service for the SRJD for juveniles and staff, including special diet meals, seven days a week, for a period of one (1) year. This contract may be extended annually, as agreed by both parties Contractor shall include in its proposal the method by which it expects to adjust the price per meal after the first year.
 - ii. Such food shall be on a complete 21 day menu cycle. Contractor shall submit, as part of its proposal, the proposed menu cycles to be served in accordance with the National School Lunch Program, School Breakfast Program, After School Snack Program, USDA regulations, and Summer Food Service Program requirements.
 - iii. The Contractor will deliver meals to the SRJD Center at the following specific times:
 - 1. Breakfast: 7:15 a.m.
 - 2. Lunch: 11:45 a.m.
 - 3. Dinner: 5:00 p.m.
 - 4. A mid-afternoon snack, as authorized by the state's nutrition program, is served at 3:30 p.m., and delivered to SRJD at the lunch delivery. An evening snack is likewise provided at 8:00 p.m. and is delivered with dinner.
 - iv. Contractor will provide at least two meals per day of which includes a hot entrée pursuant to Idaho Code § 20-518.
 - v. Contractor to provide, upon TFCO request, catered food service at times and prices mutually agreed upon.
 - vi. Food preparation may include, at no additional charge, special medical diets requested by TFCO SRJD Center.
 - vii. Meals will be provided to juveniles detained at SRJD Center, staff, and other individuals designated by TFCO. The average daily population at SRJD may vary significantly, although the daily number of juveniles and staff is expected to range between 15 and 25.
 - viii. Fresh produce should be used whenever feasible.
- b. Contractor shall hire and retain on its payroll a full-time Director of Food Services, plus additional management as necessary for an efficient operation of the food service program.
 - c. Contractor shall provide a certified dietician's services for preparation and review of menus required by Idaho Department of Education and/or the

Department of Juvenile Corrections or other regulatory bodies as identified.

- d. All persons assigned by Contractor for food service work will be free from communicable diseases and adhere to appropriate food sanitation practices.
- e. Representatives from the County reserve the right to inspect the Contractor's Facilities and/or other food service operations under its management prior to acceptance of Bid.
- f. Insurance
 - i. The Contractor shall carry appropriate insurance on its employees, products and property, including Workers Compensation, and general liability in the minimum amount of \$1,000,000 per occurrence with aggregate of \$2,000,000.
 - ii. The Contractor shall provide TFCO not later than the date of commencement of service under the contract with certificates of insurance for the foregoing coverage's, which designate TFCO as an additional insured with respect to the Contractor's participation in the contract and which includes a provision that the coverage shall not be cancelled, terminated or otherwise modified without a thirty (30) day prior written notice provided to TFCO.
Cancellation of insurance shall be cause for immediate cancellation of the contract.
- g. Taxes, Licenses and Permits: The Contractor shall pay all applicable taxes and shall obtain and keep current all necessary licenses and permits.
- h. Equal Employment Opportunity: Contractor shall at all times comply with all applicable Federal and State laws relating to discrimination and equal employment opportunity, including the Americans with Disabilities Act, and shall furnish documentation of compliance with such laws as reasonably requested by TFCO.
- i. Indemnity: The Contractor shall assume full responsibility for and shall indemnify TFCO for any damages, claims for damages, costs or expenses in law or equity that may at any time arise or loss of any TFCO property, including building, fixtures, furnishings, equipment, supplies, accessories or parts resulting in whole or part from any negligent acts or omissions of the Contractor or any employee, agent or representative of the Contractor, except if such damages are caused by the negligence of TFCO.
- j. A bid bond is required in the amount equal to at least five percent of the amount bid. Such proof of the bidder's security must be enclosed with the bidder's proposal.
- k. Contractor's onsite employees will be subject to a background investigation by TFCO. TFCO reserves the right to deny Contractor or its employees access to the facility that do not meet established security guidelines or who refuse to obey TFCO policies and procedures.
- l. Records: The Contractor shall keep a permanent record of the number of meals served, the food content of each meal and any menu substitutions or modifications, with copies provided to the contracting officer. Records of

substitutions shall include the items and portion sizes, the reason for the substitution and verification that a dietician has been consulted when appropriate. The Contractor shall maintain and provide such daily, weekly and monthly records as the contracting officer may require and shall maintain records for a minimum of five years. Contractor will maintain records to support TFCO claims for reimbursement and make all records available to TFCO upon request. Records shall be maintained on TFCO premises while the contract is in effect.

- m. Reporting: Contractor must report the claim information to TFCO promptly at the end of each month or more frequently as specified by TFCO.
- n. Contractor will comply with the Buy American provision in 7 CFR Part 250.

IV. Operational responsibilities

- a. Provisions under School Lunch program agreement, 210.16(a)(2): The County will ensure that the food service operation is in conformance with the County agreement under the program. Contractor shall conduct program operations in accordance with 7 CFR parts 210, 215, 220, 245, and 250.
- b. Signature Authority. TFCO will retain signature authority on its State Agency School Food Authority Agreement, policy statement on free and reduced-price meals, and claims for reimbursement.
- c. Quality, Extent, and General nature of Food Service: TFCO will provide detailed specifications for each food component or menu item as specified in 7 CFR Part 210. TFCO will make no payment for meals that are spoiled or unwholesome at the time of delivery that do not meet detailed specifications or that otherwise do not meet the requirements of the contract.
- d. Health Regulations: TFCO will maintain all applicable health certifications through periodic onsite visits to ensure the food service is in conformance with program regulations.