

REQUEST FOR PROPOSALS

For

**Comprehensive Institutional Food Service
and
Technology Services**

at the

MINNEHAHA COUNTY JAIL

March 23rd, 2021

INTRODUCTION

Minnehaha County, hereinafter referred to as “County”, invites all qualified individuals and firms hereinafter referred to as “Vendors” experienced in the delivery and management of institutional food service operations and technology services to submit a proposal for adult inmate food service and technology services for the Minnehaha County Jail hereinafter referred to as “Jail”

It is the intent of these specifications to secure a high quality, comprehensive and all-inclusive institutional food service operation for the adult inmates at the Jail. The purpose of these specifications is to define the County’s needs and to gain adequate information to evaluate the services that your company has to offer.

MINNEHAHA COUNTY, SOUTH DAKOTA
Comprehensive Institutional Food Service and Tec
Specifications

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SPECIFICATIONS
INSTITUTIONAL FOOD SERVICE OPERATION**

SECTION I. SPECIFICATIONS

1.0 GENERAL INFORMATION

1.1 Introduction and Background

The County invites your company to submit a proposal for the operation of the food service program and commissary operations at the Jail. The Minnehaha County Sheriff's Office operates a newly expanded correctional facility, the Jail, located at 305 W. 4th Street. While the rated population capacity for the Jail at the end of the expansion is 727 inmates, the Jail's intent is to operate the facility with a floor vacated, at a capacity of 579 inmates with one vacated floor. However, if the average daily population (ADP) increases where it becomes necessary to do so, the vacated floor will be opened. At the time of this Request for Proposals (RFP) document the ADP is 440; however, we anticipate and additional increase of up to 75 inmates over the next 12 months.

The County intends to award a twenty-four (24) month contract for the period beginning on July 1, 2021, and ending on June 30th, 2023, with an option to extend the contract for four (4) additional one (1) year extensions.

1.2 Scope of Project

The County is seeking a nutritional, high quality, cost effective, and innovative solution to the food service needs and commissary operations of the Jail. These services must be provided in a manner that will meet the needs and concerns of inmates and staff. The full achievement of the comprehensive goals of this program should result in an innovative food service and commissary operations that will complement the mission of the facility. Presently, all food preparation for inmates is conducted in a central kitchen located in the Jail and served in hot/cold food containers directly to the inmates in their particular housing unit.

In addition to food service and commissary operations, the county is also seeking a vender that can provide technological services.

The technology component includes, but is not limited to, the following: inmate accounting/bookkeeping program, inmate kiosks (kiosk stations where inmates can electronically submit commissary orders, emails to friends and family, privileged emails to legal counsel, general inmate requests to corrections staff, general inmate grievances to submit complaints and receive responses from jail supervisors), programs requests (inmates submit electronic applications to be a trustee), classification requests (a way for inmates to ask for a formal

classification review), religious special diet requests, sick call request to medical (the inmates detail what their ailment is and medical receives, triages and schedules them to be brought to the medical office), medical grievances (to submit complaints and receive responses from the Jail Medical contractor), mental health requests (to see someone from mental health staff), inmate tablets (a small handheld version of the kiosk with all of the same functions - additionally, tablets will have the capability to have controlled and limited internet access to specific internet sites.) Public lobby kiosks (these kiosks are available to the public to put money on an inmate's commissary account and to post bond money to bond an inmate out of Jail). All technology must have the ability to interface with the Jail Management System and be customizable and that the technology will also include bill acceptor machines at points of intake and front desk.

*Appendix A of this RFP is an extension of this section and provides more detail on the Accounting components required.

1.3 Procuring and Contracting Agency

These specifications are issued for the County which is the sole point of contact during the evaluation process. Any potential contract resulting from this RFP shall be between the County and Vendor for the provision of Comprehensive Institutional Food Services according to the terms set forth herein. A central county agency will be identified to serve as the representative of the County responsible for administration of the contract and referred to herein as the "County Contract Administrator."

1.4 Clarifications of Specifications and Requirements

RFP questions shall be submitted in writing, by email, to Warden Mattson with sufficient time to receive a response prior to proposal submission to the County of Minnehaha. No request for clarification or questions will be accepted after 12:00 noon (CST) on Friday, April 23rd, 2021. Questions with responding answers will be posted on the Minnehaha County website with the other RFP documents no later than 5:00 p.m. (CST) on Friday, April 30th, 2021.

Submit to: Warden Mike Mattson
 Minnehaha County
 Sheriff's Office
 305 West 4th street
 Sioux Falls, SD 57104
 email: mmattson@minnehahacounty.org
 Phone: 605-978-5503

In the event that it becomes necessary to provide additional clarifying information, or to revise any part of the RFP specifications, all such revisions,

amendments and/or supplements will be published on the Minnehaha County Website.

<https://www.minnehahacounty.org/notices/biddersProposals/biddersProposals.php>

Each submitted proposal shall stipulate that it is predicated upon the terms and conditions of the RFP specifications and any supplements or revisions thereof.

1.5 Mandatory Site Visit

It is **mandatory** that each Vendor complete a site inspection and tour of the Jail, to ensure all responses reflect a complete understanding of the conditions, operation, location, equipment, requirements, space availability, and surrounding areas. Each Vendor will be expected to tour the facility to observe both food service operations and view the various technical components also required in the RFP. No tour will be permitted to last more than three (3) hours. During any tour/site inspection there will be no recruitment of staff, inquiries of proprietary nature or interference with staff activities. Vendor representatives should be competent and sufficiently experienced to observe operations and make proprietary decisions for proposal submissions. Any questions to staff will be limited to general activities that staff may perform or are performing. A senior security officer will be assigned to the Vendor representative(s) to ensure compliance with the rules and to respond to questions concerning security and inmate movement in the facility. Be advised the current contractor, at their discretion, may also provide a manager in the kitchen during tours. Any such manager will not be a part of the tour nor engage the tour. Site inspections will be conducted during the period of Wednesday, April 7th, 2021 through Wednesday, April 21st, 2021. Appointments for the site tour and inspection will be filled on a first-come, first-served basis. Only one vendor at a time will be allowed on-site. Warden Mattson will coordinate all site visits. The mandatory pre-proposal site tour and inspection must be completed by the close of business on Wednesday, April 21st, 2021. No further site inspections will be conducted after April 21st. Any proposal submitted by a Vendor that did not complete the mandatory site inspection **will be rejected**.

Due to current COVID-19 concerns, all members on a tour of the Jail will be required to wear a mask at all times while they are in Jail. Masks will be provided to tour members who do not have one.

1.6 Contract Commencement Term

The County intends to award a twenty-four (24) month contract for the period beginning on July 1, 2021 and ending on June 30, 2023. The County shall have the option to extend the contract for four (4) additional terms of one (1) year each on the same terms and conditions set forth in the original contract. Unless the County notifies the vendor of its election not to exercise any renewal term at least one hundred and twenty (120) days prior to the expiration of the initial term or the then

current renewal term, each renewal term shall automatically be exercised without notice or other action of any kind by the County.

1.7 Price per Meal Submission

Each proposal submitted shall set forth the cost per meal for the first year of the contract. The final awarded contract will include a provision to permit an annual review to consider an adjustment in the price per meal in the second year of the contract and in any renewal term.

2.0 PREPARING AND SUBMITTING

2.1 General Instructions

The evaluation and potential selection of a vendor will be based on the information submitted in the responder's proposal plus references and the required on-site visit. Each responder shall furnish a complete description of capabilities in the field of food services, commissary operations and technological aspects desired in the RFP. Failure to respond to each of the requirements in the specifications may be the basis of rejecting a proposal.

Elaborate submissions (e.g., expensive art work) beyond that sufficient to present a complete and effective presentation are not necessary or desired.

2.2 Incurring Costs

The County is not liable for any cost incurred by responders in replying to the RFP.

2.3 Submitting the Proposal

In order to be considered in the proposal evaluation process, all proposals must be packaged, sealed and show the following information on the outside of the package: Responder's name and address, RFP title, and due date.

The original proposal package and five (5) copies, shall be delivered to:

Minnehaha County
Auditor's Office
415 North Dakota Avenue
Sioux Falls, SD 57104

Original proposals with the appropriate cost form must be received no later than **3:00 p.m. on Friday, May 21st, 2021**. Responders must allow sufficient time for

delivery of their proposals by the time specified. Proposals that are not received on time will be rejected.

The cost form included as part of these specifications shall be submitted with the proposal.

2.4 Proposal Organization

Proposal information should be a complete and concise description of the responder's ability to deliver materials, equipment or services. Submissions must be organized and presented in the order and by the number assigned in these specifications. Submission should be typed and submitted on 8.5X11 paper and bound securely. Submissions must be organized with the following headings and subheadings. Each heading and subheading should be separated by tabs or otherwise clearly marked. The specification sections that should be submitted or responded to are:

- Cover Page
- Introduction
- Required Responder Information (Section I - Subsection 4.0)
- Response to Mandatory Requirements (Section I - Subsections 5.0; 6.0; 7.0 and Appendix A)
- Response to Special Terms & Conditions (Section I - Subsection 8.0)
- Cost Form (Section I - Subsection 9.0)
- Submission Form (Section I - Subsection 10.0)

2.5 Response Glossary

Any proposal submitted should provide a glossary of all abbreviations, acronyms and technical terms used to describe the services or products proposed. This glossary should be provided even if these terms are described or defined at their first use in the response.

2.6 Proposal Consideration

The County will not consider a cost-plus management fee contract proposal nor operations which require an extended term subsidy of food services. The County will only consider proposals from those responders who have met qualifications and have completed the required submission form.

2.6 Oral Presentation

Responders may be required to make oral presentations to clarify their proposal. In conducting these discussions, there shall be no disclosure of any information obtained from any competing responder. These presentations may be scheduled and held after receipt and evaluation of the proposals to provide an opportunity

for the responder to supplement and/or clarify the proposal for the evaluation team. Should a responder refuse to honor the request for oral presentation or complete an oral presentation it may result in disqualification. Since oral presentations may not be requested, each responder should make their written proposal concise and complete.

2.8 Site Visitations

Representatives from the County reserve the right to inspect the responder's facilities and other operations under the responder's management prior to award of a contract.

3.0 SELECTION AND AWARD PROCESS

3.1 Evaluation of Mandatory Qualifications

Proposals will first be reviewed to determine if all information requested in Section 1 Sub-Sections 4, 5, 6, 8, 9; 10 & Appendix A is provided. Failure to provide this information may result in the proposal being rejected. In the event that responders do not provide all the information requested, the County reserves the right to continue the evaluation of proposals and to select the proposal that most clearly meets the requirements outlined in these specifications. When formulating a proposal, Responders must account for all the requirements of Section 1 Sub-Sections 5, 6, 7, 8; 9 & Appendix A and the information listed in Section II: Operation/Current Year Information of the RFP specifications. The requirements of Section 1 and II will be part of the contract awarded to the successful responder. Average Daily Population of the relevant correctional facilities is listed in Section III of the RFP specifications. Weekly number of meals served is also included in Section III.

All proposals shall be evaluated by an evaluation team selected by the Minnehaha County Sheriff's Office. Evaluation and potential selection of the responder shall be based on the information submitted in the proposal. The team may review references, require oral presentations and conduct on-site visits to responder accounts and use the results in evaluating the proposals.

The County reserves the right to waive any technicalities in the specifications or proposals and to reject any and all proposals. If contract negotiations cannot be concluded successfully with a responder, the County may award and negotiate a contract with another firm submitting a proposal.

3.2 Evaluation Criteria

After being evaluated on whether or not all requested information is provided, the proposals shall be scored based on the responder's response to the RFP specifications.

- 3.2.1 Contractor's demonstrated experience and expertise in providing food service and inmate commissary operations (25 points)
- 3.2.2 Contractor's financial stability and condition (5 points)
- 3.2.3 Plan of operation (15 points)
- 3.2.4 Cost - price per meal (30 points)
- 3.2.5 Technology Services (25 Points)

4.0 REQUIRED RESPONDER INFORMATION

The following information is required to determine if the responder has the financial, managerial and operational resources to operate the account. Only those responders determined to be responsible by the County in the above categories shall be considered for award.

Responders shall provide a written response to all required Responder's Information. Each response shall be numbered to coincide with the numbering below and presented in the sequence listed. The Responder's Information shall provide a straight forward, concise description of that which is required. Emphasis should be on completeness and clarity of content. Omissions, inaccuracy or misstatement may be sufficient cause for rejection of a proposal.

The required Responder's Information is as follows:

- 4.1 Name, address and phone number of the food service provider and the names of all owners of the company or provider; and the principal stockholders of the company or corporation if any.
- 4.2 The duration and extent of experience in the provision of Corrections food service, commissary operations and technological services as described in Section I:1.2. Explain in detail.
- 4.3 A list of clients or operations where your company/organization has within the last year provided food service, commissary operations, and technological services as described in Section I:1.2. This list should show the ability to provide food service to a large number of individuals. Give length of time at each account, name, address and phone number of contact person of each operation.

Please provide at least three (3) references outside of your company/organization familiar with your food service operation who can speak authoritatively to the ability of your company/organization to manage the business of a major food service and commissary operation.

4.4 Personnel (Management Experience and Work Force)

4.4.1 Management Experience

- a. Describe your personnel support structure and any special resources available to the management personnel that would be assigned to this account. Provide an organizational chart.
- b. Provide a schedule of frequency of visits and a personnel supervisory plan for the staff assigned to this account.
- c. Provide resumes for your proposed management personnel that would be assigned to this account.

4.4.2 Work Force

- a. Provide an overview of your plan to adequately staff the County account. Include all management positions, administrative support positions and non-management positions. Describe employee training programs and your plan to implement them.
- b. Describe the administrative accounting support for billings and financial accountability.
- c. Provide an outline of your daily housekeeping and sanitation program, including recycling efforts, and a plan for implementation.

4.5 Emergency Operation Plan

4.5.1 Emergency Operations in the Event of Kitchen Unavailability

- b. Provide a description of your emergency operation plan in the event of temporary loss of the use of the kitchen facilities of Minnehaha County. What resources will be utilized to ensure an uninterrupted continuation of food service delivery?

5.0 MANDATORY REQUIREMENTS

Unless specifically stated otherwise, the contractor shall comply with the following requirements.

5.1 Food and Supplies

5.1.1 Procurement of Food

The contractor shall maintain rigid procurement procedures throughout the entire process of purchasing, receiving, storage, and inventory of all foods and direct supplies and shall pay for all food and direct supplies related to food production, service and management applicable to the contract.

5.1.2 Compliance with U.S. Grades

All food and supplies purchased shall be in conformance with the specified minimum U.S. Standards for Grades. In the absence of grade labeling, the contractor shall provide the County with packers' labeling codes or industry accepted grade equivalent standards to verify the minimum grades specified are being provided. The County shall periodically, or as necessary, inspect the contractor's inventory of food and supplies to determine that purchase standards are maintained. Grade minimum for food items shall be as follows:

- a. Meat - USDA No. 1 or choice, cut to IMP specifications.
- b. Seafood - U.S. Grade A, certified
- c. Poultry - U.S. Grade A
- d. Eggs - U.S. Grade A medium size
- e. Pure ground beef - USDA utility or better, not to exceed 18% to 22% fat
- f. Fresh fruits, vegetables - USDA Grade A or B
- g. Canned fruits, vegetables, juices - USDA Grade A or B
- h. Frozen fruits, vegetables, juices - USDA Grade A or B
- I. Dairy products, cheese - USDA Grade A or B

5.1.3 Use of Natural, Low Fat Products

The contractor shall use natural, low fat products whenever possible. Natural, low fat processed cheeses may be used for cooking purposes. Tropical oils may not be used by the contractor for cooking purposes.

5.1.4 Meat Cuts

All meat cuts shall be in accordance with USDA IMP specifications. These grades are intended as minimum standards only and the contractor is encouraged to exceed these minimums whenever possible. All other food stuffs not included in the above categories shall be of comparable quality.

5.1.5 Meat Content

Ground beef patties may contain a maximum fat content of the finished raw patty of 18% to 22%. All menu items prefabricated, produced by others, or processed by the contractor containing soy protein derivatives or poultry analogues shall be approved by the County prior to service.

5.1.6 Commodities

The contractor agrees to make the fullest use of the USDA donated commodities when they are available, wholesome, and appropriate for menu purposes. The contractor reserves the right to refuse acceptance of any such commodities that are contaminated or in excessive amounts. The utilization/control of USDA donated commodities are subject to the following requirements:

- a. The contractor will properly handle, store and prepare all commodities.
- b. A weekly inventory of all commodities shall be taken by the contractor. The report shall include for each USDA donated commodity, the commodities on hand at the beginning of the week, the quantity used, the quantity lost due to spoilage, theft or shrinkage, and the balance at the end of the week.
- c. Commodities received will be used solely for the benefit of those persons in the County Jail.
- d. The contractor shall credit to the County's invoice, the fair market value of each commodity item used for the period, deducting shipping and handling charges actually incurred.
- e. The contractor shall not enter into subcontracts for further processing of commodities on behalf of the County.
- f. The contractor shall be responsible for all applicable local, state, or federal taxes associated with the use of commodities.

5.2 Frequency of Meals

The contractor shall provide meals at least three (3) times per day with a minimum of two (2) hot meals per day. Regular meal times will be established with no more than fourteen (14) hours between the evening meal and the following day's breakfast meal. A meal schedule shall be specific to the needs of the facility, but shall be mutually agreed upon by both the contractor and the

facility. The Minnehaha County Jail shall provide the number of meals needed to be prepared for each meal/sack lunch/snack.

A sack lunch shall be provided to inmates who miss the service of the regularly scheduled meal, for those inmates temporarily housed in the intake/release areas of the Jail. The sack lunch shall meet the nutritional needs of the inmates.

Snacks and nutritional supplements may be required.

5.3 Menu Cycles

Meals shall follow a pre-approved menu cycle with a minimum cycle length of three weeks. Cycle menus shall be changed a minimum of two times per year. **A sample cycle menu must be submitted with the proposal.**

5.4 Menu Planning

Menus shall be planned in accordance with the National Research Council, National Commission on Correction Health Care, and American Corrections Association's (ACA) recommended Dietary Allowances (RDA) to meet the nutritional needs of the individuals. The Food Guide Pyramid shall serve as a basis for all menu planning to assure a variety of foods, maintenance or improvement of weight, adequate sources of essential nutrients and fiber, and appropriate amounts of fat, cholesterol, sugar, and salt/sodium. The ACA standards may be obtained from the Minnehaha County Jail.

The menus shall provide a variety of foods in adequate amounts to meet the RDAs, and ACA standards. These shall be adjusted for age, gender, and activity level of the inmates. The contractor shall retain copies of pertinent standards at the individual facilities.

A variety of food flavors, textures, temperatures, and appearances shall be used. **The contractor shall include in the proposal a method to monitor inmate preferences and to make acceptable adjustments. A sample meal quality assurance assessment form shall be submitted.**

5.5 Menu Review and Approval

The menus shall be reviewed and approved by a Registered Dietitian who is licensed by the State of South Dakota, in order to ensure compliance with all of the above-mentioned regulations and RDAs for age and gender of all groups.

5.6 Recipes and Production Standards

Standardized recipes and portion control shall be submitted and followed for all food preparation to ensure medical nutrition therapy, nutritional adequacy, and nutrient requirements. All recipes and production directions shall be in writing

and followed implicitly to assure consistency of taste and quality in food products served. Production such as grilling, French frying, steam cooking, etc., of items shall be continuous through each meal period with large quantities prepared as close as possible to the time they will be served, while still maintaining quality and adequate stock to avoid delay in service.

The County shall have free access to any and all records of recipes, production sheets, product specifications, and quantities of food issued each service unit.

5.7 Menu Modifications and Substitutions

Modifications in the menu will be made to accommodate medical nutrition therapy as prescribed by the physician/medical team for individuals. Modifications in the menu made to accommodate altered consistency needs for the individuals will be provided as prescribed by the medical team.

Documentation of all meals served, including substitutions, shall be maintained. A written method for food substitutions shall be maintained and shall be reviewed by a Registered Dietitian who is licensed in South Dakota to assure nutrient content of substituted foods is comparable. Food substitutions must be available to accommodate food avoidances due to religious beliefs/practices/observances and inmate needs in compliance with Medicare/Medicaid standards. Vegetarian food substitutions may be needed. Food allergies must also be accommodated and a substitution provided. The contractor shall provide a monthly report of all special dietary meals served to individual inmates. The contractor shall provide a daily meal report to correction facilities medical staff for all meals served to individual inmates due to medical necessity such as food allergies, diabetes, etc.

Religious diets are required. Kosher diets should comply with Kosher standards in both food content, preparation and how it is served.

5.8 Meal Preparation and Service

All meal preparation and service shall be supervised to ensure quality, sanitation, texture, consistency, appearance, therapeutic modifications, and temperatures are adequate and maintained throughout preparation, service and delivery of food.

5.9 Holiday Meals

A minimum of three holiday or special meals shall be served each year. **Three sample holiday meal menus shall be submitted with the proposal.** Additional holiday or special meals may be requested by facilities and shall be determined by mutual agreement of the facility and the contractor.

5.10 Processing of Complaints

The contractor shall provide for a resolution process for addressing complaints from inmates.

6.0 COMMISARY SERVICES. Unless specifically stated otherwise, the contractor shall comply with the following requirements.

- 6.1 Commissary will be made available to all inmates housed in the facility. Commissary may be restricted by the Jail staff based on Inmate Classification and/or Disciplinary status. A system should be utilized that automates any such restriction because of these statuses.
- 6.2 Commissary items available for sale will be approved by the Jail Administration. The contractor will maintain a list of items available to inmates for purchase that will be approved by Jail Administration. This list can be added to or subtracted from with the Approval of the Jail Warden and/or Jail Lieutenant.
- 6.3 Commissary items available for purchase will be sold at reasonable rates. Prices will be set based on a fair market price for the goods taking into consideration the additional costs associated with managing and providing commissary services within a secure correctional environment. The list of available commissary items approved by Jail Administration will include prices. Once prices are established they will not be modified without approval of the Jail Administration.

7.0 INMATE ACCOUNTING AND KIOSK SYSTEM - Inmate Accounting and Kiosk System (Kiosk System) component of the Commissary system must be robust enough to manage all facets of inmate financial accounting throughout the jail. The Kiosk System must allow for the entire financial accounting of all inmate, warrant or bond related transactions to Jail activities (this specification is not associated with any budgetary functions of the Jail only inmate/public transactions that occur at or within the Jail).

7.1 Interface and Compatibility - The Kiosk System must have the capability to interface with the other functions of the Jail. These interfaces will be implemented and developed between the Contractor and the various other vendors that will be involved in the interface. The other vendors with which the Kiosk System must interface includes, but is not limited to, the following:

- Zuercher/Central Square – this is a one-way interface; County IT will provide assistance with this data exchange.
- ICSolutions Phone service and video visitation providers.

7.2 Customization - The Kiosk System must be customizable to establish various funds to accommodate programs and billing throughout the Jail and allow for user-based configuration to manage and document automated billing of inmates who participate in various Jail programs. This includes reporting and

reconciliation capabilities to track individual inmate activity and balances for each Jail program.

7.3 Accounting Functionality - The Contractor will provide a computerized Kiosk System that will provide an accounting component which must:

- 7.3.1 Allow for reporting, reconciliation, and cash flow or positive pay reports that meet the County's needs for transparency and accountability in the management of inmate moneys during their incarceration.
- 7.3.2 Accept warrant and bond payments from and on behalf of individuals both in custody and out of custody. In addition to the amount of any such warrant or bond payment, the Kiosk System must be able to document and track the date, time, and location of the payment and the name of the party from whom the payment is received.
- 7.3.3 Allow for all inmate financial activity within the Jail to be documented, tracked, archived and reported to a level that meets or exceeds standard accounting practices for accountability. The reporting functions must be detailed and customizable to meet the needs of the County, the Minnehaha County Auditor and the banks that the county utilizes.
- 7.3.4 Allow for funds to be returned to inmates upon release. A system that allows for Debit cards to be issued is preferred, and any system must have the capability to allow for checks to be printed in addition to debit cards being issued.
- 7.3.5 Allow the public to make deposits into an inmate account without requiring Jail staff to manually enter the deposits. A minimum of two (2) kiosks within the Jail must include a device that accepts and reads cash by denomination (bill acceptor) in order to accurately register deposit credits into inmate accounts. The locations of the kiosks with the bill acceptors within the Jail shall be defined by the County.

7.4 Communication Functionality - The Contractor will provide a computerized Kiosk System that will provide a communication component which must allow for the management of Inmate requests, grievances and correspondence.

- 7.4.1 The Kiosk System must allow inmates to access authorized digital services within the Jail as well as correspond with staff. The Contractor will provide multiple Kiosks to facilitate inmate correspondence with various components of the Jail, inmate grievances to various offices of the Jail, inmate financial transactions.
- 7.4.1 The Kiosk system must be customizable and allow for user defined classification of Inmate to staff correspondence and inmate to staff

grievances. The correspondence or grievance must be user defined and routed to appropriate staff based on user groups established and maintained by the County.

- 7.4.2 The Kiosk System must also allow for inmate appeals to grievances and allow for those appeals to be routed to the appropriate Jail staff based on user defined permission templates.
- 7.4.3 All inmate to staff correspondence and grievances must be saved, archived, and accessible by users based on use defined permission templates.
- 7.4.4 The Kiosk System shall provide inmate access to Commissary Services on each kiosk. The Kiosk System must provide configuration settings to allow for circumstances when an inmate is indigent and Commissary order settings appropriate for that status.
- 7.4.4 The Kiosk System must allow for inmate email correspondence and have appropriate capabilities for screening for all types of email, including without limitation, general email and legal email.
- 7.4.5 The Kiosk System must archive inmate specific correspondence in a manner that can be retrieved, exported or printed.
- 7.4.6 The Kiosk System should also include inmate tablets that function the same as the kiosk. The proposal shall clearly list the cost per individual tablet and cost for groups of multiple tablets. The number of tablets and the locations of tablets within the Jail shall be defined by the County.

7.5 Transaction and Other Fees - The Contractor shall clearly list in its proposal all fees associated with either deposits to or withdrawals from an inmate account. The proposal shall itemize all fees, including but are not limited to:

- Transaction Fees
- One time use fees
- Percentage based fees
- Credit Card Convenience Fees
- Online usage fees

- 7.5.1 The Contractor will provide the County with a list of fees billed to inmates and all other persons or entities depositing funds to the inmate account. Contractor understands that such fees will not be altered without notification and approval of the County.
- 7.5.2 The Contractor will provide for a kiosk accessible to the public for deposits to inmate accounts. This public kiosk must allow inmate

associates to deposit funds to inmate accounts without requiring Jail staff assistance to complete the transaction.

8.0 SPECIAL TERMS AND CONDITIONS: Note: These requirements will be incorporated into a final contract document with the selected provider. Consideration of these items are also part of the RFP specifications.

8.1 Contract Cancellation

The County may cancel the contract for breach, as determined by the County which shall consider such items as, but not limited to, insufficient insurance coverage, failure to provide required period statements, and/or failure to enforce required standards of sanitation or quality of service including but not limited to failure to maintain adequate personnel (whether arising from labor disputes) or any substantial change in ownership or proprietorship of the contractor which in the opinion of the County is not in its best interest or failure to comply with the terms of the contract.

The County shall provide ten (10) calendar days written notice of contract breach and unless within ten (10) calendar days such neglect has ceased and arrangements made to correct, the County may cancel the contract by giving sixty (60) days notice in writing by registered or certified mail of its intention to cancel the contract.

Should the County breach any terms or provisions of the contract, the contractor shall serve written notice on the County; setting forth the alleged breach and demanding compliance with the contract. Unless within ten (10) calendar days after receiving such notice, the allegation shall be contested or such breach shall cease and arrangements made for corrections, the contractor may cancel the contract by giving sixty (60) days notice in writing by registered or certified mailed of its intention to cancel the contract.

The contract may be terminated by either party on the anniversary of the effective date in any subsequent year of the contract, if either party provides the other party with written notice one hundred and twenty (120) days prior to such anniversary date.

8.2 Excused Performances

If, because of riots, war, public emergency or calamity, fire, flood, earthquake, act of God, government restriction, or labor disturbance or strike, business operations at the County are interrupted or stopped, performance of the contract, with the exception of monies already due and owing, shall be suspended and excused to the extent commensurate with such interfering occurrence. The expiration date of the contract may be extended for a period of time equal to the time that such default in performance is excused.

8.3 Additional Items

It is specifically understood and agreed that such items relative to manual food service that are not herein covered may be added to this contract by the County without voiding in any manner the provisions of the existing contract. Such additional items shall be furnished to the County by the contractor with such additional consideration as is necessary to make it legally enforceable.

8.4 Adjustments to the Contract

After the initial contract year, the parties upon mutual agreement may adjust the specific terms or guarantees of the contract where circumstances beyond the control of either party require adjustments. All adjustments shall be proposed in writing to the County for approval prior to becoming effective.

8.5 Use of Facilities

The County permits the contractor to use the kitchen in the Minnehaha County Jail to carry out the terms of the contract. This kitchen includes areas for manual food service preparation, kitchen equipment and limited supply storage. Subsequent modifications of space needs shall be subject to mutual agreement of the County and contractor. The County shall provide heat, air conditioning, sewer, electricity, steam, and cold/hot water. The contractor agrees to exercise care to keep these energy services to a minimum and comply with established energy conservation practices, regulations and policies, and mutually endeavor to conserve the use of energies.

8.6 Right of Inspection

The County shall have the right of inspection of all manual food areas, dining facilities, storage and auxiliary service rooms, commissary areas, and the operation of the contractor with respect to the quality and quantity of manual food service, the method of service, opening and closing hours, and generally with respect to use, safety, sanitation and the maintenance of said premises. All areas shall be maintained at a level satisfactory to the County. The County shall have the right to establish reasonable regulations from time to time with regard to such matters and the contractor agrees to comply with such regulations. Authorized representatives of the County, shall have the full right of access to all areas of said premises at any and all times.

8.7 Profit or Loss

Any profit or loss from manual food services resulting from this proposal after direct costs, contractor's management and administrative fees to the County shall remain with the contractor.

8.8 Certification of Independent Price Determination

By submission of the proposal, the responder certifies, and in the case of a joint proposal, each party thereto certifies as to its own organization, the following in connection with the proposal submission:

8.8.1 Independent Pricing

The prices and guarantees in the proposal submission have been arrived at independently, without consultation, communication or agreement with any competitor for the purpose of restricting competition.

8.8.2 Disclosure

Unless otherwise required by law, the prices and guarantees which have been quoted in the proposal have not been knowingly disclosed by the responder prior to opening in the case of an advertised procurement or prior to award in the case of a negotiated procurement, directly or indirectly to any other responder or to any competitor.

8.8.3 Restriction of Competition

No attempt has been made or will be made by the responder to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.

8.8.4 Contract Signatory Authority

a. Responsibility

The individual signing the contract is the person in the organization responsible for the decision as to the prices being offered herein and that he/she has not participated, and will not participate, in any action contrary to 8.8.1 through 8.8.3, above.

b. Agent Authorization

The individual signing the contract is not the person in the organization responsible for the decision as to the prices being offered herein, but he/she has been authorized in writing to act as agent for the persons responsible for such decisions and that he/she has the authority to certify that such person has not participated, and will not participate, in any action contrary to 8.8.1 through 8.8.3, above, and their agent does so certify; and that he/she has not participated, and will not participate, in any action contrary to 8.8.1 through 8.8.3, above.

8.9 News Releases

News releases pertaining to this procurement or any part of the contract shall not be made without the prior written approval of the County.

8.10 Employment

The contractor will not engage the services of any persons while they are employed by Minnehaha County.

8.11 Performance Bond

The contractor shall be required to furnish a performance bond in the amount of \$100,000. Such bond must be furnished upon notification by the County and prior to contract award. The performance bond shall be furnished by a company licensed to do business in State of South Dakota. The performance bond shall be for the entire contract period.

The performance bond shall provide that in the event of non-renewal of the bond, the County and the contractor be notified in writing by the issuer a minimum of sixty (60) days prior to the anniversary of the effective date of the contract. In the event of non-renewal, the contractor shall provide the County evidence of the new scope of surety within twenty-one (21) calendar days after the County's receipt of the non-renewal notice. Failure to maintain the required surety in force may be cause for contract termination.

8.12 Insurance

The contractor shall bear the full and complete responsibility for all risk of damage or loss of equipment, products or money resulting from any cause whatsoever and shall not penalize the County for any losses incurred related to the contract.

8.12.1 Coverages and Minimum Limits

<u>Coverage</u>	<u>Minimum Limits</u>
Workers Compensation Employer's Liability Coverage (B)	Statutory \$100,000/\$500,000/\$100,000
Commercial General Liability (CGL) General Aggregate Each Occurrence	 \$1,000,000 \$1,000,000
Automobile Liability (including hired/non-owned) Combined Single Limit	 \$500,000

8.12.2 Insurance Requirements

- a. The above insurances are required to be in effect during the course of any remodeling, renovation, or construction done by or at the direction of the contractor.
- b. Upon notification of award and prior to issuance of a contract, the contractor shall provide the County a current certificate of insurance with the required coverages and limits of insurance issued by an insurance company licensed to do business in the State of South Dakota and signed by an authorized agent.
- c. Commercial General Liability includes but is not limited to consumption or use of products, existence of equipment or machines on location and contractual obligations to customers. The contractor shall bear the full and complete responsibility for all risk of loss of premises or damage to equipment or products resulting from any cause, including that of sub-contractors, and shall not penalize the County for any losses incurred related to the contract.
- d. These policies shall contain a covenant requiring sixty (60) days written notice by the insurer to the Minnehaha County before cancellation, reduction or other modifications of coverage. The insurance certificate shall be for the initial contract period of one (1) year and shall be extended by the contractor for each subsequent renewal period of the contract. The contractor shall advise each insuring agency to automatically renew all policies and coverage in force at the start of and resulting from the contract until specified coverage requirements are revised.
- e. In the event of non-renewal, cancellation or expiration of insurance, the contractor shall provide the County evidence of the new source(s) of required insurance within twenty-one (21) calendar days after the County's receipt of the sixty (60) day notice. In the event the contractor fails to maintain and keep in force the insurance herein required, the County shall have the right to cancel and terminate the contract without notice.
- f. The parties hereto agree to hold harmless and indemnify each other, their officers, agents and employees, from or against any and all actions, suits, damages, liability, or other proceedings which may arise solely as the result of the acts or omissions of one party, its officers, agents, or employees in the performance of service hereunder.

8.13 Regular Meetings on Performance

Recognizing that the successful performance of the contract is dependent on favorable response from the users, the contractor shall meet regularly with the facility administrator to effect adjustments in operations and shall cooperate at all times to maintain maximum efficiency and good public relations with residents, inmates and staff.

8.14 Permits/Licenses/Bonds

The contractor shall be financially responsible for obtaining all required permits, licenses and bonds to comply with pertinent municipal, county, state and federal laws and regulations. The contractor shall assume liability for all applicable taxes including, but not restricted to, sales, use and property taxes.

8.15 Contractor Furnished Items

The contractor shall furnish all commodities, supplies and other necessary equipment herein specified and all management and labor necessary for the efficient, sanitary and economically sound operation of the specified services included in the contract, and any subsequent extensions or amendments.

8.16 Facilities and Equipment

Upon termination or expiration of the contract, the contractor shall vacate the premises and deliver up the premises in the same condition that the premises were in at the time the contractor entered the premises thereunder with reasonable use and wear expected.

8.17 County Supplemental Food Service

The contractor may supplement the manual food service in the contract with other means of dispensing food and beverage items by additional manual or vending food services as approved by the County.

8.18 Advertising

The County shall approve in writing all design, advertising, and/or lettering of textile, polystyrene or paper goods such as paper cups, plates, napkins, prepackaged condiments, , menus and similar items, prior to purchase of items by the contractor. The contractor shall use recyclable packaging materials, cups, sick tray containers, plates, and similar items when possible.

8.19 Personnel

An adequate staff of employees shall be on duty for the efficient, prompt and sanitary service of food. An adequate staff of employees shall also be in place to guarantee the efficient and accurate handling of financial records.

8.19.1 Management Assignment/Requirements

The contractor's food service director assigned to the County facility shall be subject to the approval of the County. The food director assigned to the County shall not be changed without thirty (30) days advanced notice and replacement selection made is acceptable to and mutually agreed by the County, unless they have been terminated from the company. Positions shall not remain vacant for a period to exceed thirty (30) days.

The food service director shall have the full authority to work with designated representatives of the County. The director shall have a demonstrated proficiency with maintaining a sanitary food service operation, menu development, internal accounting and controls, financial management, and personnel management and supervision.

Candidates with experience in managing a large food service operation with increasingly responsible positions are desired.

8.19.2 Contractor Contact People

The contractor shall identify headquarters management staff by name who shall routinely review and inspect operation, fill staff vacancies, consult with the County on current and future food service programs, and act with full authority on the contractor's behalf in any and all matters pertaining to the specifications of the contract.

8.19.3 Personnel Relations

Personnel relations of employees on the contractor's payroll shall be the contractor's responsibility. The contractor shall comply with all applicable government regulations related to the employment, compensation, and payment of personnel.

8.19.4 Staff Listing

The contractor shall supply the County with a complete list of employees, supervisors, and management assigned to work areas at the start of the contract and as frequently thereafter as requested by the County. The list may be reviewed annually or at any time during the year by the County.

All employees of the Contractor shall be subject to the approval of the County.

8.19.5 Area Security

The contractor's staff shall open, close and check County food service facilities as instructed and required by the County. County shall furnish instructions and initially train contractor's full-time managers in approved procedures.

8.20 Equipment and Supplies

8.20.1 County Supplied Equipment

The County shall provide the contractor with an initial physical inventory of supplies (i.e., hand utensils, cleaning equipment, trays, pans, pots, dishes, glasses, silverware, etc.) and capital equipment at the start of the contract. Depletion of supplies shall be replaced to existing par level by the contractor at its expense semi-annually and on completion or termination of the contract. The specifications for these items shall be arrived at by mutual agreement.

The contractor shall confirm arrangements for replacement and/or make payments by the 15th day of the month following the determination of inventory shortages or termination or expiration of the contract.

The County shall maintain an up-to-date physical inventory record of supplies and capital equipment during the life of the contract. Additional new items or increased inventory level requirements shall be provided by the contractor to meet obligations of the contract through the appropriate purchasing authority and authorized funding procedures. The contractor shall not purchase items for use at the facility anticipating the County to purchase these items at some future date.

At the start of the contract, the County and contractor shall conduct joint physical inventories of all supplies and capital equipment. At that time, the extent of repair and replacement shall also be determined by the County. On completion and acceptance of these inventories by the contractor, the contractor shall assume the responsibility for the equipment under the terms of the contract.

8.20.2 County Supplied Office Equipment

The County shall provide the following existing office furniture and equipment for use by the contractor in the performance of the contract at no charge under the same terms applicable to capital equipment contained

in the contract: desks, chairs, filing cabinets, and other equipment as negotiated.

8.20.3 Other Equipment

Other equipment not provided by the County that the contractor deems necessary may be provided by the contractor at its own expense. Said equipment and installation shall require prior approval of the County. With respect to equipment provided by the County, the County makes no implied or express warranties, including but not limited to, the implied warranties of merchantability and fitness for a particular purpose. However, the contractor shall have the benefit of any warranty or guarantee given the County by the manufacturer or the seller of the equipment.

8.20.4 Ownership and Removal of Supplies and Equipment

Ownership of all non-expendable supplies and capital equipment shall remain with the County and shall not be loaned or removed from the facilities without prior written approval. The contractor shall take such measures as may be reasonably required by the County for the protection against loss by pilferage or destruction.

8.20.5 Leased Equipment

The contractor shall make contracts for and payments on all leased rental food services related equipment.

8.20.6 Purveyor Owned Equipment

Purchase of products (food or supplies) which require equipment for their dispensing and have the equipment and service costs prorated in the cost of their product may be purchased for use at the County facility without prior approval of the County.

8.20.7 Repair, Replacement and Regular Maintenance of Equipment

The contractor shall be responsible for the cost of repair of County food service equipment where it has been determined by the County that damages were due to the contractor's negligence. The contractor shall pay for the necessary replacement to the complete satisfaction of the County. Additionally, the contractor is responsible for establishing a regular maintenance schedule for the provided equipment and are responsible for the cost of the maintenance.

8.20.8 Sale of Food and Supply Inventory

On expiration or termination of the contract, the inventories of food and supplies of the contractor shall remain those of the contractor unless purchased by the new contractor. Arrangements for removal or assumption of these inventories shall be completed by the start of the new contract.

8.20.9 Vehicle & Special Food Service Equipment

The contractor shall supply vehicle(s) to transport food service items to the Juvenile Detention Center. The contractor shall provide qualified staff to operate the vehicle(s). The contractor shall be liable for damages or injuries caused by the negligent operation of said motor vehicle(s) by the employees or agents of the contractor.

The contractor shall provide hot & cold individual food service trays sufficient in quantity to serve the present inmate population in the County's present correctional facilities. Jail Administration must be notified prior to changing the size or shape of the food service trays.

8.20.10 Surplus

The contractor has the responsibility to consult with the County on the disposition or use of excess capital, expendable or non-expendable food service supplies and equipment. The disposition or declaration as surplus shall be the responsibility of the County and in accordance with County inventory control procedures.

8.21 Space Use

8.21.1 Food Service Areas

The contractor may utilize all space assigned by the County for food service operations. This includes the central kitchen at the Minnehaha County Jail.

8.21.2 Use of Non-Food Service Areas by Contractor

When the contractor uses areas that are not primarily intended for food service (e.g., meeting rooms and lounges) for such purposes as may be required, appropriate setup and tear down shall be undertaken by the County. The contractor shall be responsible for cleanup which shall involve maintenance and sanitation of the areas, furniture rearrangement and equipment and trash removal. When the contractor caters beverages and snacks in a meeting room, the contractor is responsible for prompt removal of food equipment and food residue from the area following completion of the meeting. When the contractor uses regular food service

dining areas and arrangements for setup are required, appropriate setup and breakdown shall be undertaken by the contractor. The contractor shall be responsible for cleanup and floor maintenance.

8.21.3 Use of Dining and Service Areas by County

The County may, without interfering with normal food service, use the dining and service areas from time to time for other purposes. Appropriate setup and cleanup shall be undertaken by County personnel at no cost to the contractor. Facilities shall be restored to conditions mutually satisfactory to the contractor and the County before the next regularly scheduled meal service. Restoration shall involve maintenance and sanitation to the areas, dining and service equipment, and trash removal.

8.21.4 Facility Security

The contractor is responsible for control of keys obtained from the County and the security of those areas that are used by its representatives. Designated employees of the contractor shall be responsible for ensuring that all equipment has been turned off, windows closed, lights and fans turned off, and doors locked. The contractor shall be responsible for immediately reporting all the facts relating to losses incurred as a result of break-ins to areas to the County. The County shall designate the authority who shall receive these reports and be responsible for key control

The County and contractor shall mutually determine the additional security measures required to control unauthorized access to all food service areas included in the contract. The County and contractor shall mutually determine their responsibilities for the cost to provide initial and future additional security.

8.21.5 Lock/Cylinder/Key Installation and Replacement

The contractor shall be responsible for the cost for replacement of lost keys and the cost of re-keying and replacement of lock cylinders required as a result of its negligence and/or loss of keys. The contractor is responsible for the purchase of padlocks and other security devices not currently provided by the County that may be required by the contractor to further ensure revenue, product or property security within the food service areas.

8.21.6 County Security

The County shall provide the contractor with safety and security services currently available to food service, such as night patrol, door checks,

security consulting, call response, etc. This service shall not include armored car service.

If the contractor requires additional security, it shall be provided by, or coordinated through, the County for which the contractor agrees to pay prevailing charges. In addition to Security staff, the contractor may supplement with additional supervisory staff. The contractor shall follow the County's policies in dealing with improper conduct and shall report all incidences to the County. Emergency calls shall be reported to the County as promptly as possible.

8.22 Utilities/Telephone

8.22.1 Utilities

The County will provide all utilities necessary for normal food service operations.

8.22.2 Telephone

The County shall provide the contractor with telephone equipment, installation and service. The County shall determine the style, number and location of equipment to be provided. The contractor, at its option, may install additional equipment at its expense. The contractor shall have access to local and long distance service using equipment provided by the County and shall reimburse the County on a monthly basis at rates the County pays for local and long distance service. The County shall pay for equipment repair and replacement and line maintenance.

8.22.3 Uninterrupted Service

The County will not guarantee an uninterrupted supply of water, steam, electricity, gas, telephone, heat, or high/low temperature refrigeration. However, the County shall use its best efforts to restore services following an interruption or failure of any such utility services or equipment. Scheduled outages by the County will be coordinated through the Contract Administrator.

8.23 Equipment and Facility Maintenance, Replacement and Sanitation

8.23.1 Cleanliness and Sanitation

The contractor shall adhere to the highest standards of cleanliness and sanitary practices to ensure continual sanitation in all functions of matters related to the execution of the terms of the contract including food

handlers' appearance and performance in the preparation, service, transport, and storage of food and related items.

8.23.2 Safety Requirements

All materials, equipment and supplies provided by the County and contractor must comply fully with all safety requirements as set forth by the South Dakota Administrative Code, rules of the Industrial Commission of Safety, and all applicable OSHA Standards. During the course of the contract, the contractor is fully liable for public and private protection while work is in process at any site identified as a potential hazard. The contractor must provide prominently displayed warning devices and/or signs that are in compliance with the safety regulations.

All hazardous conditions, physical surroundings, or fire shall be reported immediately to the County. Verbal reports will be followed with written reports by the contractor within twenty-four (24) hours listing details of the posted hazard.

With the full cooperation of the County, an aggressive program of accident prevention and safety education shall be instituted by the contractor. Proper instructions and training shall be provided on the use of equipment and techniques of handling food to aid in the goal of having an accident free and safe environment. Employees are to be trained by the contractor on where to find safety equipment and how to use such equipment. All injuries and accidents are to be reported to the County the day they occur.

8.23.3 Facility Inspections

Agents of Minnehaha County shall have complete cooperation and access to all food service, production and storage areas and records on inspections that they may conduct. These inspections may be at the request of the County's discretion. A management representative of the contractor shall conduct equipment and facilities' maintenance and sanitation inspections periodically. Supplier representatives who normally provide equipment and product inspections shall furnish a copy of each report to the County and contractor. The contractor is responsible to implement corrective operating measures required as a result of these inspections and reports within ten days of notification and by mutual agreement of the County.

Should the contractor fail to meet the sanitation standards required by the contract or by any agency having jurisdiction, or fail to comply with the County rules and regulations concerning protection from fire or general safety, the County reserves the right to hire outside contractors to perform the necessary work or have the work done by County personnel, and, in

either case, charge back to the contractor actual labor and materials costs plus twenty-five (25) percent of the labor and materials total cost. The County reserves the right to withhold payment for services not rendered by the contractor as set forth in the contract.

8.23.4 Contractor Responsibilities

The contractor shall provide required housekeeping, maintenance, and sanitation service.

8.23.5 Stripping and Sealing of Floors

The contractor shall be responsible for the periodic stripping, sealing and waxing of floors in the food service areas as determined by mutual agreement.

8.23.6 Pest Control

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

8.23.7 Food Service Linens and Uniforms

The contractor shall provide an adequate inventory of table linens, employee uniforms, aprons, jackets, towels, bar swipes, pot holders, and such other related food service linens. The contractor shall be responsible for the laundry service, dry cleaning, repairing, and maintaining an adequate inventory of these items. Selection of employee uniforms shall be mutually agreed upon by the County and the contractor.

8.23.8 Trash Removal

Applicable state, county and municipal recycling and waste disposal requirements shall be adhered to. The County shall be financially responsible for costs of removal of trash and garbage from food service and production operations to remote dumpsters. The County shall be responsible for the costs of removal of exterior trash from the facilities.

8.23.9 Waste Containers

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. Waste containers shall be kept in a clean and satisfactory condition at all times and emptied by the contractor.

8.23.10 Recycling

The contractor shall develop programs, approved by the County, to reduce the use of disposable items that are not recyclable and separate for recycling the following materials that are generated as solid waste by the contractor:

1. Aluminum Containers
2. Corrugated paper or other container board
3. Magazines or other materials printed on similar paper
4. Newspapers or other materials printed on similar paper
6. Office paper
6. Plastic containers
7. Steel containers

8.23.11 First Aid Equipment

The County shall be responsible for the costs of first aid equipment and supplies in all production and service areas.

8.23.12 Fire Extinguisher System

The County shall furnish and maintain fire extinguisher equipment and supplies, including automatic hood extinguisher systems.

8.23.13 Hood Ducts and Vent Cleaning

The contractor is responsible for the periodic cleaning of hood ducts, plenums and related vents and fans. The contractor shall be responsible for routine cleaning and maintenance of hoods and filters.

8.24 Statements, Audits, Payments, and Billings.

8.24.1 Monthly Billings

The contractor shall submit to the County, at least monthly, an invoice for meals served at the facility to inmates of that facility. A breakdown of types of meals served, number of meals served, special meals, and partial day meals must be included. Specific counts for each day must be included. Snacks and nutrition supplements must be identified separately.

8.24.2 Reporting Period

The contractor's year-to-date reports shall correspond with the County's fiscal reporting period of January 1 through December 31. A month shall be a calendar month. A week shall run from Saturday through Friday.

Contractors with manual food service at more than one County facility shall provide period statements that are uniform for each type of service at the facility as nearly possible as the terms of each contract specification permit.

8.24.3 Review of Yearly Operating Statements

Upon request of the County, the contractor shall meet with the County and review each yearly operating statement, explain deviations, discuss problems, and mutually agree on courses of action to improve the results of the required services included in the contract. Operating statement adjustments required as a result of review and/or audit shall be identified and reflected on the next period statement.

8.24.4 Record Retention/Audits

The contractor shall retain all financial records and statements pertaining to the contract for a period of seven years from the close of each year's operation. All records pertaining to the operations of manual food service shall be readily available and open for inspection and/or audit by the County and USDA. Unresolved audits require retention of records for as long as necessary for resolution of issue raised by the audit.

The County's representative or selected auditors may annually or more often if deemed necessary, examine all financial and operational phases of the contractor's services. Periodic reviews, conducted jointly by representatives of the County and the contractor, shall be made to ensure that the staffing pattern, menu pricing structure and other phases of the operation are conducted in the most efficient manner. The purpose of the review is to ensure that the County is provided with quality, convenient food service, under sanitary and healthful conditions, at the most reasonable prices possible.

8.24.5 Purchases and Expenses

The taxes or costs described below which are applicable are components of the financial consideration of the contract.

- a. Payroll taxes for the contractor's employees shall be paid by the contractor to the appropriate Federal, State and local authorities.
- b. Licenses and permits, such as health and food service permits, shall be paid by the contractor to the appropriate County and local authorities.

- c. All purchases of non-food supplies for use in the performance of the contract are subject to the State sales and use tax and contractor shall pay the tax to the supplier or to the proper government agency.

8.24.6 Other Services and/or Sales

Sales tax applies to all direct sales of meals to employees and visitors.

8.25 Entire Agreement

The written contract and/or order with referenced parts and attachments shall constitute the entire agreement and no other terms or conditions in any document, acceptance or acknowledgment shall be effective or binding unless expressly agreed to in writing by the contracting authority.

Any dispute arising from the terms and conditions of the contract that cannot be resolved by mutual agreement will be tried in Minnehaha County, South Dakota.

8.26 Applicable Law

The resulting contract shall be governed under the laws of South Dakota. The contractor shall at all times comply with and observe all federal, state and local laws, ordinances and regulations that are in effect during the period of the contract and which in any manner affect the work or its conduct.

8.27 Contract Assignment

No right or duty in whole or in part of the contractor under the contract may be assigned or delegated without the prior written consent of the County.

9.0 STANDARD TERMS AND CONDITIONS

9.1 Deviations and Exceptions

Deviations and exceptions from terms, conditions, or specifications shall be described fully on the responder's letterhead, signed and attached as part of the submitted proposal. In the absence of such statement, the contract shall be accepted as in strict compliance with all terms, conditions and specifications and the contractor shall be held liable.

9.2 Acceptance-Rejection

The County reserves the right to accept or reject any and all proposals, to waive any technicality in any proposal submitted, and to accept a proposal deemed to be in the best interest of the County.

9.3 Public Records Access

It is the intention of the County to maintain an open and public process in the solicitation, submission, review, and award of the contract for the food service program. Proposal openings are public unless otherwise specified.

9.4 Proprietary Information

Any restrictions on the use of data contained within a request must be clearly stated in the proposal itself. Proprietary information submitted in response to a proposal will be handled in accordance with applicable public records law. Proprietary restrictions normally are not accepted. However, when accepted, it is the contractor's responsibility to defend the determination in the event of an appeal or litigation.

9.5 Recycled Materials

Minnehaha County has a commitment to encourage the purchase of recycled materials whenever technically or economically feasible or required by law. Responders are encouraged to use recycled materials.

9.6 Material Safety Data Sheet

If any item(s) resulting from this award is a hazardous chemical, as defined under 29CFR 1910.1200, the contractor must provide one (1) copy of a Material Safety Data Sheet for each item to the County for approval prior to use, including reformulated chemicals.

9.7 Purchase of Remaining Food and Non-Food Inventory

At the beginning of the contract, the inventories and supplies of the existing contractor shall remain those of that contractor unless arrangements are made for purchase by the new contractor. Arrangements for removal or assumption of these inventories shall be completed by the start of the new contract.

10.0 MANDATORY FORM FOR INSTITUTIONAL FOOD SERVICE

We, the undersigned, in compliance with the Notice to for Comprehensive Institutional Food Service, hereby propose the following average daily per meal cost at the Minnehaha County Jail.

	Regular Tray	Kosher Tray	Special Diet Tray	Sack Lunch	Snack
Price Per Meal	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Per Meal Discount for Commissary Operations	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Adjusted Price Per Meal	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

11.0 STANDARD PROPOSAL INFORMATION

- 11.01 Authorized Signature. An individual authorized to bind the Proposer to the provisions of the RFP must sign all proposals.
- 11.02 County Not Responsible for Preparation Costs. The County will not pay any cost associated with the preparation, submittal, presentation, or evaluation of any proposal.
- 11.03 Conflict of Interest. Proposers must disclose any instances where the firm or any individuals working on the contract has a possible conflict of interest and, if so, the nature of that conflict (e.g., employed by the County). The County reserves the right to cancel the award if any interest disclosed from any source could either give the appearance of a conflict or cause speculation as to the objectivity of the Proposer’s proposal. The County’s determination regarding any questions of conflict of interest is final.
- 11.04 Proposer’s Certification. By signature on the proposal, the Proposer certifies that it complies with:
 - The laws of the state of South Dakota.
 - All applicable local, state, and federal laws, codes, and regulations.
 - All terms, conditions, and requirements set forth in this RFP.
 - A condition that the proposal submitted was independently arrived at, without collusion.
 - A condition that the offer will remain open and valid for the period indicated in this solicitation, and any condition that the firm and/or any individuals working on the contract do not have a possible conflict of interest (e.g., employed by the County).

If any Proposer fails to comply with the provisions stated in this paragraph, the County reserves the right to reject the proposal, terminate the contract, or consider the Contractor in default.

- 11.05 Offer Held Firm. Proposals must remain open and valid for at least **ninety (90) days** from the deadline specified for submission of proposals. In the event award is not made within **ninety (90) days**, the County will send a written request to all Proposers deemed susceptible for award asking Proposers to hold their price firm for a longer specified period of time.
- 11.06 Amendments to Proposals and Withdrawals of Proposals. Proposers may amend or withdraw proposals prior to the deadline set for receipt of proposals. No amendments will be accepted after the deadline unless they are in response to the County's request. After the deadline, Proposers may make a written request to withdraw proposals and provide evidence that a substantial mistake has been made. The procurement officer may permit withdrawal of the proposal upon verifying that a substantial mistake has been made, and the County may retain the Proposer's bid bond or other bid type of bid security, if one was required.
- 11.07 Alternate Proposals. Proposers may not submit alternate proposals for evaluation.
- 11.08 Evaluation of Proposals. All proposals will be reviewed to determine if they are responsive to the requirements of this solicitation. An evaluation committee will evaluate responsive proposals. The evaluation will be based solely on the evaluation factors set forth in this RFP. The evaluation will consider information obtained subsequent to any discussions with Proposers determined to be reasonable for award and any demonstrations, oral presentations, or site inspections, if required in this RFP.
- 11.09 Right of Rejection. The County reserves the right to reject any proposals, in whole or in part. Proposals received from debarred or suspended vendors will be rejected. The Purchasing Division may reject any proposal that is not responsive to all of the material and substantial terms, conditions, and performance requirements of the RFP.

The Purchasing Division may waive minor informalities that:

- a. Do not affect responsiveness.
- b. Are merely a matter of form or format.
- c. Do not change the relative standing or otherwise prejudice other offers.
- d. Do not change the meaning or scope of the RFP.
- e. Are insignificant, negligible, or immaterial in nature.
- f. Do not reflect a material change in the work.
- g. Do not constitute a substantial reservation against a requirement or provision.

The County reserves the right to reject any proposal determined to be nonresponsive and to reject the proposal of any Proposer determined to be nonresponsive. The County also reserves the right to refrain from making an award if it determines it to be in its best interest.

11.10 Clarification of Offers. In order to determine if a proposal is reasonably susceptible for award, communications by the Purchasing Division or the proposal evaluation committee are permitted with any Proposer to clarify uncertainties or eliminate confusion concerning the contents of a proposal and determine responsiveness to the RFP requirements. Clarifications may not result in a material or substantive change to the proposal. The initial evaluation may be adjusted because of a clarification under this section.

11.11 Contract Negotiation. After final evaluation, the Purchasing Division may negotiate with the Proposers of the highest ranked proposals. Negotiations, if held, will be within the scope of the request for proposals and limited to those items that would not have an effect on the ranking of proposals. If any Proposer fails to provide the necessary information for negotiations in a timely manner, or fails to negotiate in good faith, the County may terminate negotiations and negotiate with the Proposer of the next highest ranked proposal.

If contract negotiations are commenced, they will be held at County Administration Building, 415 N. Dakota Avenue, Sioux Falls, SD—a date and time to be determined.

If contract negotiations are held, the Proposer will be responsible for all costs including its travel and per diem expenses.

11.12 Failure to Negotiate. If the selected Proposer:

- a. Fails to provide the information required to begin negotiations in a timely manner.
- b. Fails to negotiate in good faith.
- c. Indicates it cannot perform the contract within the budgeted funds available for the project.
- d. If the Proposer and the County, after a good-faith effort, cannot come to terms.

The County may terminate negotiations with the Proposer initially selected and commence negotiations with the next highest ranked Proposer.

11.13 Notice of Intent to Award—Proposer Notification of Selection.

After the completion of contract negotiations, the Purchasing Division will issue a written Notice of Intent to Award and send copies to all Proposers. The Notice of

Intent to Award will set out the names and addresses of all Proposers and identify the proposal(s) selected for award. The scores and placement of other Proposers will not be part of the Notice of Intent to Award.

Successful Proposers named in the Notice of Intent to Award are advised not to begin work, purchase materials, or enter into subcontracts relating to the project until both the successful Proposer and the County sign the contract.

Any bidder who is aggrieved in connection with the award of a contract may protest. The protesting bidder shall file a written statement with the Purchasing Division during normal business hours within seven calendar days of the date the Mayor signed the bid award document.

SECTION II
OPERATION/CURRENT YEAR INFORMATION

SECTION II. OPERATION/CURRENT YEAR INFORMATION

1.0 MINNEHAHA COUNTY FACILITIES

1.1 Location of Facilities/Types of Inmates/Inmate Headcount

1.1.1 Present Adult Correctional Facilities

- a. Minnehaha County Jail (579-727 Bed Capacity)
305 W. 4th street, Sioux Falls, SD.

1.2 Food Service Facilities Available

1.2.1 Minnehaha County Jail - centralized kitchen

1.3 Nutritional Needs

1.3.1 Caloric Base/Diets

The proposed menu at the Minnehaha County Jail will have an average caloric base of 2500 to 3000 calories per day.

1.3.2 Calorie Modifications

Due to the diversity of ages, work requirements, gender, and activity levels, calories must be modified to meet the nutritional needs of inmates.

1.3.3 Therapeutic Modifications Needed

Therapeutic modifications are prescribed on an individual basis by physician/medical team order only and include, but are not limited to:

- a. Low fat/low cholesterol
- b. Low sodium
- c. Protein Controlled
- d. Diabetic
- e. Bland

1.3.4 Consistency Modifications Needed

Consistency modifications are prescribed only as deemed necessary by physician/medical team order.

1.3.5 Other Considerations

- a. To avoid excessive fat calories which result in more stomach

filling bulk on the menu, portions for margarine, butter, salad dressing, and mayonnaise shall not exceed 2 ounce per serving. Also, these high fat items shall not be added to meals when they are not appropriate. For example, margarine shall not be added to meals with entrees such as hot dogs using a more appropriate mustard condiment.

- b. A sack lunch shall be provided for inmates who miss the service of the regularly scheduled meal due to out to court, work assignments, or late book-ins, for those inmates housed in the intake/release areas of the Jail. The lunch shall consist of 2 sandwiches with a total of 3 ounces of meat, cheese or peanut butter meat equivalent; 1 condiment, 1 fresh fruit, 1 dessert or chip item, and a milk beverage. **A one-week cycle indicating the variety shall be submitted with the proposal.**

1.4 Regulatory and Funding Restrictions

The contractor shall meet all RDA and American Corrections Association and appropriate Food Distribution Program guidelines and regulations for meals served to inmates in all facilities.

1.5 Special Considerations

- 1.5.1 All employees of the contracting firm who will work in the Jail must be cleared by the Minnehaha County Sheriff's Department. All employees must comply with the Department's written policy and procedures relating to facility security. The County will provide security training and the contractor will be responsible for employee wages.
- 1.5.2 All proposals must clearly detail the proposed duties of the food service manager. Included in this section shall be detailed explanation of method of supervision, performance review, job description and overall approach to implementation of service.

SECTION III
2018-2020 JAIL INFORMATION

Average Daily Population

Year	Average Daily Population	Total Number of Meals
2018	435	493,545
2019	403	473,999
2020	426	478,086

Breakdown of Meals Served

2018	
Item Number	Qty
Breakfast	136,212
Dinner	133,712
Kosher Meals	27,221
Lunch	133,459
Sack	26,191
Snack	7,883
Special Dietary Meals	28,867
Total	493,545

2019	
Item Number	Qty
Breakfast	124,863
Dinner	123,527
Kosher Meals	35,643
Lunch	123,301
Sack	21,852
Snack	5,324
Special Dietary Meals	39,489
Total	473,999

2020	
Item Number	Qty
Breakfast	108,356
Breakfast Sack	1,956
Dinner	108,240
Dinner Sack	2,330
Kosher Meals	34,156
Lunch	108,180
Lunch	1,656
Sack	11,001
Snack	2,008
Special Dietary Meals	100,203
Total	478,086

Year	AVG Per Meal Period	AVG per Day	AVG per Week
2018	455	1364	9574
2019	439	1318	9253
2020	434	1301	9155

Appendix A

ACCOUNTING PROGRAM REQUIREMENTS

ACCOUNTING

- System must be interfaced to all lobby kiosks and booking managers (coin\bill acceptors) and show exactly what is in each money box at any time and a report of the money separated out into denominations.
- Must have reports for each lobby kiosk and booking manager as to all deposits for each individual inmate.
- Must have a running check book that will list all checks written and voided indefinitely and give the current real time balance every time it is pulled up.
- Must be able to compile a bank deposit of all individual reconciled cash drawers detailing all cash\money order and checks that are in the bank deposit.
- Needs to be able to accept cash\money order\checks\coin\credit\debt cards and ACH deposits.
- Needs to be able to compile a daily report of the prior 24-hour checks written from our facility to be exported to our bank every single day as fraud protection, if any check comes through our bank that is not in that file it will be sent to accounting to be looked at.
- Must have separate funds for every inmate fee that is billed to the inmates account for tracking purposes and submitting payment to the County each month from every individual fund.
- Needs to be able to complete a monthly bank reconciliation detailing cleared deposits\cleared checks\voided checks\outstanding deposits and outstanding checks in a report that can be exported to excel for submission to the county auditor's office every month.
- Needs to be able to capture all outstanding checks for a selected period and automatically void each individual check from the inmate's money account and capture all of the voided check funds into a general fund so the total dollar amount can be submitted to the state treasurer's office as unclaimed property along with a report of every individual check\inmate name.
- Needs to be able to interface with our debit card company so that a card load summary file can be automatically sent daily to the debit card company of the debit cards issued to inmates for the prior 24 hours so the debit card company knows the dollar amount to ACH from our checking account daily.
- Needs to interface with our inmate phone company and automatically transfer all inmate phone time purchases into a phone time fund so when we get billed monthly from the phone company I can balance the bill against the fund before cutting a check out of that fund to submit to the inmate phone company.
- Needs to interface with our inmate commissary provider and automatically transfer all inmate commissary purchases into a commissary fund so when we get billed monthly from the commissary company I can balance the bill against the fund before cutting a check out of that fund to submit to the inmate commissary company. Also have the capability of refunding inmate orders that were not received by the inmate due to release or any other situation.
- Needs to have a non-resident bond screen that has fields to key in a person's name and warrant # and allows kiosk entry into a bill\coin acceptor for entry of all non-residents coming to the front desk to pay warrants. After entry into the non-resident bond screen the bond amount needs to transfer to bond agency payments so a check can be cut for the clerk of courts and the

warrant fee needs to transfer into the warrant fee fund to be tracked and paid out monthly to the county.

INMATE ACCOUNTS

- Every inmate that is booked in needs to have a money account where all incoming and outgoing money is tracked indefinitely.
- Needs to interface with JMS so when an inmate is booked in a money account will automatically either reopen an existing account or create a new account.
- Also, will need to interface with lobby kiosks so when an inmate is in custody a person can pull them up on the lobby kiosk and deposit money into their account. Also interface online so a person can deposit money on their account online.
- The interface with the JMS also needs to automatically charge any daily room and board fees each day that would pertain to that inmate according to how they are booked in. The fees that are charged to the individual inmate money account need to automatically transfer into separate funds for monthly tracking of each inmate fee and payout to the county. If the inmate does not have any funds when the fee is charged a debt to the inmates account needs to be created and retained indefinitely on the inmates account until paid through a deposit on the inmates account.
- Needs to be able to split deposits 50/50 when an inmate has debt and receives a deposit, half will be available for the inmate to use and half will be applied to the debt.
- Each individual inmate money account needs to have a transaction screen where every single transaction and the dollar amount of that transaction is listed.
- Each individual inmate money account needs to have a debt screen where all outstanding debts are listed and can be paid through this screen.
- Each individual inmate money account needs to have a bond screen that lists all bonds from the interface with the JMS that the person is currently being held on and can be paid through this screen and also interfaced to the lobby kiosks and online so they can be paid there as well.
- Each individual inmate money account needs to have an order screen that will list all commissary orders that have been placed.
- Each individual inmate money account must have the capability of placing a hold on any balance the inmate may have in case of a Sheriff's seizure notice or any other situation that may warrant that.
- Each individual inmate money account needs to have the capability of attaching the inmate's debit\card to it so they can pay their own bond.
- Each individual inmate money account must have detailed reports of all transactions.
- Each individual inmate money account must have the capability to pull an average balance statement using dates, of average deposit amount, average balance, and current balance. I receive requests for this information occasionally from the federal courts.
- Each individual inmate money account must have the capability to print a check, also override debt and print a check if warranted.
- When bond is posted on an inmate's account it needs to automatically be transferred into a bond payment fund with the other bonds that were posted so that checks can be written to the Clerk of Courts directly from that fund.

- If the warrant fee is included in the bond that is posted then the warrant fee needs to be automatically separated out and transferred into a warrant fee fund where it can be tracked and paid out to the county monthly.
- Needs to be interfaced with the debit card company to be able to issue debit cards from individual inmate accounts at release.
- Needs to be interfaced with our inmate phone provider.