

DAWSON COUNTY GOVERNMENT REQUEST FOR PROPOSALS FOR INMATE FOOD SERVICE

SUBMISSIONS ARE DUE AT THE ADDRESS SHOWN BELOW NO LATER THAN

FRIDAY, JANUARY 29, 2016 AT 10:30AM, EST

DAWSON COUNTY BOARD OF COMMISSIONERS ATTENTION: PURCHASING DIRECTOR 25 JUSTICE WAY, SUITE 2223 DAWSONVILLE, GA 30534

RFP # 261-16

THE RESPONSIBILITY FOR SUBMITTING A RESPONSE TO THIS RFP ON OR BEFORE THE STATED DATE AND TIME WILL BE SOLELY AND STRICTLY THE RESPONSIBILITY OF THE OFFEROR.

ISSUE DATE: JANUARY 6, 2016

DAWSON COUNTY, GEORGIA REQUEST FOR PROPOSAL FOR INMATE FOOD SERVICE

SECTION I – GENERAL OVERVIEW

A. PURPOSE

Dawson County Purchasing Department is soliciting <u>sealed</u> proposals from qualified vendors who specialize in providing inmate meals and all related services to the Dawson County Sheriff's office. Details are listed under Section II. The County does not guarantee a minimum value for this contract.

B. INFORMATION TO VENDORS

1. RFP TIMETABLE

The anticipated schedule for the RFP is as follows:

RFP Released	January 6, 2016
Pre-Bid Conference Meeting – Optional	January 15, 2016 at 10:00AM, EST
Deadline for questions to Dawson	Tuesday, January 19, 2016 at
County to dsimpson@dawsoncounty.org	1:00PM, EST
Deadline for Addenda posted on	Thursday, January 21, 2016 at
www.dawsoncounty.org under Bids &	5:00PM, EST
RFPs	
Submittal deadline	Friday, January 29, 2016 at
	10:30AM, EST
Tentative Award Date	Thursday, March 3, 2016 at 6:00PM,
	EST

Chart 1

There will be an **optional** pre-proposal meeting Friday, January 25, 2016 at 10:00AM, EST in the front lobby of the Dawson County Law Enforcement Center, located at 19 Tucker Avenue, Dawsonville, GA 30534.

2. BID SUBMISSION

One (1) original, three (3) copies and one (1) soft copy of the complete signed submittal must be received **FRIDAY**, **JANUARY 29**, **2016**, **AT 10:30AM**, **EASTERN STANDARD TIME**. Proposals must be submitted in a sealed envelope stating on the outside, the vendor's name, address, the **Bid #261-16 RFP INMATE FOOD SERVICE** to:

Dawson County Board of Commissioners Attention: Purchasing Director **25 Justice Way, Suite 2223** Dawsonville, GA 30534

Hand Delivery

Hand delivered copies may be delivered to the above address ONLY between the hours of 8: 00AM and 5:00PM EST, Monday through Friday, excluding holidays observed by the Dawson County Government. For a complete listing of holidays please visit www.dawsoncounty.org.

GPS Location

Some GPS systems cannot locate the above named address. Vendors may search the following address if trying to visit the Dawson County Government Center: 25 Tucker Avenue, Dawsonville, GA 30534. Tucker Avenue is located on the East side of the Government Center. Upon arrival, please continue one block West on Shoal Creek Road to Justice Way. Parking for the Government Center is available off of Justice Way. Vendors should verify address is in Dawson County and not a surrounding community.

Coordinates: 34°25'23.08"N 34°25'23.08N 84°07'12.05

Vendors are responsible for informing any commercial delivery service, if used, of all delivery requirements and for ensuring that the required address information appears on the outer wrapper or envelope used by such service. NOTE: *Many express mail and delivery services do not guarantee overnight by noon to Dawson County*.

Submission by <u>US Mail</u> must be sent to the below address:

Dawson County Board of Commissioners Attention: Purchasing Director **25 Justice Way, Suite 2223** Dawsonville, GA 30534

The Submittal must be signed by a company officer who is legally authorized to enter into a contractual relationship in the name of the vendor.

3. <u>CONTACT PERSON</u>

Vendors are encouraged to contact **Davida Simpson**, **Purchasing Director at** (706) 344-3501, by fax at (706) 531-2728 or email dsimpson@dawsoncounty.org to clarify any part of the RFP requirements. All questions that arise prior to the DEADLINE FOR QUESTIONS due date shall be directed to the contact person in writing via facsimile or email. Any unauthorized contact shall not be used as a basis for responding to this RFP and also may result in the disqualification of the vendor's submittal.

Vendors may not contact any elected official or other county employee to discuss the bid process or bid opportunities except: 1.) through the Purchasing Director named herein, or 2.) as provided by existing work agreement(s). This policy shall be strictly enforced and the County reserves the right to reject the submittal of any vendor violating this provision.

4. ADDITIONAL INFORMATION/ADDENDA

Dawson County will issue responses to inquiries and any other corrections or amendments it deems necessary in written addenda issued prior to the due date posted on the county's website under the bid information. Vendors should not rely on any representations, statements or explanations other than those made in this RFP or in any addendum to this RFP. Where there appears to be a conflict between the RFP and any addenda issued, the last addendum issued will prevail. Vendors are advised to check the website for addenda before submitting their bids.

Vendors must acknowledge any issued addenda by including Attachment B-Addenda Acknowledgement with the submittal. Proposals which fail to acknowledge the vendor's receipt of any addendum will result in the rejection of the offer if the addendum contains information which substantively changes the Owner's requirements

5. LATE SUBMITTAL AND LATE MODIFICATIONS

Submittals received after the due date and time will not be considered. Modifications received after the due date will not be considered. Dawson County Government assumes no responsibility for the premature opening of a proposal not properly addressed and identified, and/or delivered to the proper designation.

6. REJECTION OF PROPOSALS/CANCELLATION

Dawson County Government reserves the right to reject any and all submittals and reserves the right to waive any irregularities or informalities in any submittal or in the submittal procedure, when to do so would be to the advantage of Dawson County. Dawson County reserves the right to cancel this RFP at any time.

7. MIMINUM RFP ACCEPTANCE PERIOD

Submittals shall be valid and may not be withdrawn for a period of 90 days from the date specified for receipt of submittals.

8. NON-COLLUSION AFFIDAVIT

By submitting a response to this RFP, the vendor represents and warrants that such proposal is genuine and not a sham or collusive or made in the interest or in behalf of any person not therein named and that the vendor has not directly or indirectly induced or solicited any other vendor to put in a sham proposal, or any other person, firm or corporation to refrain from submitting and that the vendor has not in any manner sought by collusion to secure to that vendor any advantage over any other vendor.

By submitting a proposal, the vendor represents and warrants that no official or employee of Dawson County Government has, in any manner, an interest, directly or indirectly in the proposal or in the contract which may be made under it, or in any expected profits to arise there from.

9. COST INCURRED BY VENDORS

All expenses involved with the preparation and submission of the RFP to the Dawson County Board of Commissioners, or any work performed in connection therewith is the responsibility of the vendor(s).

10. <u>RFP OPENING</u>

Only the names of the firms responding to this RFP will be read aloud publicly due to the fact that the proposals will be subject to an evaluation review for accurate qualifications. A list of names of firms responding to the RFP may be obtained from the county's website www.dawsoncounty.org, after the RFP due date and time stated herein.

11. OPEN RECORDS

All materials submitted in connection with this RFP will be public documents and subject to the Open Records Act and all other laws of the State of Georgia, the United States of America and the open records policies of Dawson County Board of Commissioners. All such materials shall remain the property of Dawson County and will not be returned to the respondent.

12. TAXES

Dawson County Government is tax exempt. No sales tax will be charged on any products or services. Dawson County cannot exempt any other person/vendor from applicable sales taxes that may be required of them in relations to this project. Selected vendor will be provided with Dawson County's Sales and Use Tax Certificate of Exemption number upon request.

13. VENDOR INFORMATION

All submissions shall include a completed vendor information form, current copy of business license and current W-9. Failure to provide this information could result in the disqualification of the vendor from submitting a proposal.

14. INSURANCE

Selected vendor will be required to provide Dawson County with a Certificate of Insurance for liability and workman's compensation insurance before work can begin on this County project and be effective for the duration of the work as described in the contract documents, including authorized change orders, plus any period of guarantee as required in the general warranty.

General liability insurance should be at least one million dollars (\$1,000,000) combined single limit per occurrence. Automobile insurance should be at least five hundred thousand dollars (\$500,000) combined single limit per accident for bodily injury or property damage; Workman's Compensation insurance should be as required by the State of Georgia; and Professional Liability insurance should be at least one million dollars (\$1,000,000).

15. BONDS

If required, under SECTION II – SCOPE OF WORK of this document any combination of the following bonds may be requested by Dawson County. A five percent (5%) bid bond, a one hundred percent (100%) payment bond, and a

one hundred percent (100%) performance bond. All bonds would be payable to Dawson County Board of Commissioners. Failure to submit appropriate bonding will result in automatic rejection of bid. Bonding company must be authorized to do business in Georgia by the Georgia Insurance Commission, listed in the Department of Treasury's publication of companies holding certificates of authority as acceptable surety on Federal bonds and as acceptable reinsuring companies, and have an A.M. Best rating.

16. ANTI-DISCRIMINATION

Dawson County, in accordance with Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR Part 23 will be afforded full opportunity to submit bids in response to this Request for Proposal and will not be discriminated against on the grounds of race, color, national origin, sex, handicap/disability in consideration of an award.

By submitting their bids, all bidders certify to Dawson County that they will conform to the provisions of the Federal Civil Rights Act of 1964.

In every contract of over \$10,000 the provisions in 1. and 2. below apply:

- 1. During the performance of this contract, the contractor agrees as follows:
 - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
 - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- 2. The contractor will include the provisions of 1. above in every subcontract or purchase order of over \$10,000 so that the provisions will be binding upon each subcontractor or vendor.

Vendors may request this Invitation for Bid in another language by contacting Purchasing Director Davida Simpson at p)706-344-3501, f)706-531-2728 or via email at dsimpson@dawsoncounty.org. All bid submissions must be returned in English.

Los proveedores pueden solicitar este Llamado a Licitación en otro idioma contactando Director de Compras Davida Simpson en p) 706-344-3501, f) 706-531-2728 o por correo electrónico a dsimpson@dawsoncounty.org. Todas las propuestas de licitación deben ser devueltos en Inglés.

Anbieter können diese Einladung für Gebote in einer anderen Sprache, indem Sie Purchasing Director Davida Simpson bei p verlangen) 706-344-3501, f) 706-531-2728 oder per E-Mail an dsimpson@dawsoncounty.org. Alle Beiträge müssen Gebot in Englisch zurückgegeben werden.

Les fournisseurs peuvent demander cette invitation pour Surenchère dans une autre langue en contactant Directeur des Achats Davida Simpson p) 706-344-3501, f) 706-531-2728 ou par courriel à <u>dsimpson@dawsoncounty.org</u>. Toutes les soumissions doivent être retournés en anglais.

17. GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT

Vendors submitting a Qualification package in response to this RFP must provide the following information in the package to indicate compliance with the Georgia Security and Immigration Compliance Act. The form is provided for completion.

- A. A statement that indicates the contractor will conduct itself in compliance with O.C.G.A. §13-10-91 and Rule 300-10-.02 in the execution of the contract.
- B. By completing the affidavit that is provided with this solicitation, the vendor is attesting to the following:
 - a. The affiant has registered with and is authorized to use the federal work authorization program;
 - b. The user identification number and date of authorization for the affiant:
 - c. The affiant is using and will continue to use the federal work authorization program throughout the contract period;
 - d. Any employee, contractor, or subcontractor of such contractor or subcontractor shall also be required to satisfy the requirements set forth in this paragraph; and
 - e. Upon contracting with a new subcontractor, a contractor or subcontractor shall notify Dawson County and shall deliver a completed Subcontractor Affidavit to Dawson County within five (5) working days of entering into a contract or agreement of hire with the subcontractor before the new subcontractor begins any work.
- C. Failure to provide the completed and notarized affidavit with the contractor's proposal will result in immediate disqualification as required by the Georgia Security and Immigration Compliance Act.

SECTION II – GENERAL CONDITIONS

A. PURPOSE

Dawson County Purchasing Department is soliciting <u>sealed</u> proposals from qualified vendors who specialize in providing inmate meals and all related services to the Dawson County Sheriff's office. Details are listed under this section.

B. CONTRACT PERIOD

The initial term of a contract awarded as a result of this RFP shall be from award through December 31, 2016. The contract may be renewed according to the terms stated herein for three (3) additional one (1) year periods.

The contract shall terminate absolutely and without further obligation at such time as appropriated and otherwise unobligated funds are no longer available to satisfy the obligations of the County under this contract. The County does not guarantee a minimum value for this contract.

Any request to change the terms or pricing of the contract by the Vendor must be received by the county at least ninety (90) days in advance of a renewal date. A pricing threshold of maximum 3% is written within this contract document.

If, at any time, the County determines it is in its best interest to discontinue use of these services the County reserves the right to cancel this Agreement by giving thirty (30) days advance written notice.

C. SCOPE OF WORK

Contractor shall supply all equipment and staff necessary to effectively:

- Deliver high quality food service in accordance with industry standards. Food
 and food service will meet all applicable federal, state and local guidelines,
 laws and regulations and will meet the guidelines as prescribed by the
 American Correctional Association (ACA) and will provide an average of
 2,800 calories per day in addition to all required nutrients.
- Operate the food service program using correction-experienced and professionally trained personnel.
- Operate the food service program in a cost-effective manner.
- Offer a comprehensive program for continuing staff and inmate labor and training in food service for the Dawson County Detention Center.
- Maintain an open, collaborative relationship with the administration and staff of the Dawson County Sheriff's Office and other county offices.

Food Requirements

Meals are to be provided seven (7) days a week.

Contractor shall meet the following needs of the Dawson County Detention Center:

• Sample menus provided with the RFP response shall be used in the submitted pricing structure. Menus should be an accurate reflection of what would be served if awarded the contract.

- Vendor should submit options for both meal choices based on a four (4) week cycle. A sample menu shall be included for both choices.
 - A) Two (2) hot and one (1) bag meals per day
 - B) Three (3) hot meals per day
- Milk is served at each breakfast and no substitutes will be allowed.
- Coffee is not served.
- Religious and medical diets conforming to special religious or physician ordered specifications shall be provided at no additional cost to the County. Each Proposer will submit a sample of its corrections diet handbook or sample of the four-week menu it proposes to serve inmates on restricted diets. At this time, the Dawson County Detention Center is serving no more than twenty (20) medical diets per meal.
- Dawson County is a pork-free facility.
- The Proposer shall provide, and include in its proposal, policies for serving special meals (spirit lifters) on holidays. Proposed menus for holidays shall be included in the proposal. All such meals will be provided at the standard contracted rates. A minimum of five (5) spirit lifter meals shall be provided annual, including New Year's holiday, Easter, Thanksgiving, Christmas and one (1) meal is to be scheduled at the discretion of the County.
- No staff meals are requested.
- The Proposer agrees to provide catered meals for special events as designated by the County with not less than seventy-two (72) hours' notice. The cost per meal shall be mutually agreed upon by the Contractor and the County for each event. No historical data is available for this request within the contract period.
- The Proposer shall disclose any failing food service score based on Department of Health Inspection reports within the last 3 years and a summary of the actions taken to correct the issue(s).

Food Supplies

The Contractor shall provide all consumable supplies and food products that are required for the food service operation. Upon termination of the contract, for any reason, the County shall purchase, or cause the successor food service provider to purchase, all usable supplies and food products at the food service provider's invoice cost.

Cost Controls

The following are cost control measures the County requests of the Contractor:

• The average daily population of the Dawson County Detention Center is approximately 155 but has a capacity of 196. This number is provided as a guideline for possible meals to be served and shall not be construed to mean that the Contractor shall serve that exact corresponding number of meals on a daily basis. Vendors may submit a sliding scale based on the number of meals and the cost of each. For example:

Number of Meals	Price
0-99	\$
100-119	\$
120-129	\$
130-139, etcetera	\$

Chart 2

- The prices per meal shall be guaranteed for a period of one year unless there is a change in the scope of services, at which time the parties shall negotiate mutually agreeable financial terms.
- On the first day of each week, the Contractor shall submit to the County, an invoice for meals ordered or meals served, whichever is greater, for the preceding week.
- Proposers shall list any and all incentives to staff and kitchen managers for costs savings. If none incentives are given, proposers must indicate this as a response.

Kitchen Facility and Equipment

The following are related to the kitchen facility and equipment located at the Dawson County Detention Center:

- Inmates are issued plastic cups for meals. There may be instances and exceptions where supplies will be needed.
- Dawson County owns approximately 250 meal trays and 6 delivery carts. In an effort to keep costs to a minimum, proposers are encouraged to use the facility's meal trays and delivery carts.
- The County owns all of the equipment currently being utilized at the kitchen and shall retain title to that equipment. The equipment will remain at the kitchen to be used by the Contractor.
- List of kitchen equipment:

Large Equipment:

- One (1) six burner stove
- Four (4) convection ovens
- One (1) walk in freezer
- Two (2) walk in refrigerator/coolers
- One (1) industrial dishwasher

Small Equipment:

- 12" slicer
- Slicer stand
- Cleveland 40 gallon tilt skillet
- Cleveland 40 gallon steam kettle
- Cleveland steamcraft steamer
- Scottman ice machine
- Grease recycling receptacle
- Other equipment owned by Dawson County
 - Cooking pots, pans and skillets, etc.
- Contractor shall provide and maintain the following at its own expense:
 - Cooking, serving and eating utensils

- Glassware and other beverage containers
- Storage containers as required
- Equipment necessary to prepare food
- Equipment necessary to make food and beverages available for consumption within the Dawson County Detention Center
- Any additional equipment that is reasonable necessary to perform the food services at the facility
- The Contactor shall retain title to all such equipment including, but not limited to, pots, pans, cooking, serving and eating utensils, chinaware, glassware, cell delivery equipment, trays and air void tables that is purchased by the Contractor.
- At the expiration of termination of the contract, the Contractor shall return to the County the food service premises and all equipment furnished by Dawson County in the condition in which it was received by the Contractor, excepting ordinary wear and tear.
- Dawson County will assure that all necessary utilities work in the kitchen.
- In the event kitchen equipment becomes lost or damaged by fire, flood or unavoidable occurrence, or stolen by personas other than employees of the bidder without negligence on the part of the bidder or its employees, and providing that all such damages and losses are reported to the DCSO designee for all items covered by this paragraph, the County will pay for needed repairs or replacements caused by normal wear and tear, theft or otherwise.

Routine Maintenance & Cleaning of Kitchen

- The Contractor shall be responsible for routine cleaning and housekeeping of food service preparation, service and storage areas.
- The Contractor must maintain standards of sanitation required by state and/or local regulations.
- The Contractor shall provide all cleaning supplies for the kitchen areas and equipment.
- Facility inspections shall be made when deemed necessary, with or without advance notice to the successful contractor, and such inspections shall not interfere with the good service operations.
- Inspections of kitchen facilities by County and State health agencies much achieve a score of 90 or above. If such ratings fall below 90, the successful bidder must notify the County of areas to be improved and shall remedy the deficiency within fifteen (15) days of receipt of such scores.
- The facilities and equipment used in the contract shall not be used to prepare food for agencies or persons other than those authorized by DCSO.

Fees & Licenses

• The Contractor shall obtain and pay for all federal, state and local licenses, permits and fees required for the operation of the food services provided.

Staffing

• The Contractor shall provide a staffing proposal to include a staffing hierarchy along with primary and secondary points of contact as well as 24 hour contact information.

Inmate Labor:

- Ideally, inmate Labor will be provided, if requested by the Contractor, by the Dawson County Sheriff's Office. There are times in which suitable inmates are not available to participate in an inmate detail and the Contractor should be prepared to makeup that shortfall in personnel. The inmates shall be selected using the classification process of the Dawson County Detention Center and the Jail Administrator. When able, approximately four (4) to six (6) inmates will be scheduled for inmate labor in the kitchens.
- Inmates shall be used to the preparation of food, delivery of meals, and general sanitation, cleaning of the kitchen and un/loading shipments.
- Inmates are not permitted to supervise other inmates.
- The Contractor agrees to train and supervise inmates only with respect to the food service tasks. Contractor training and supervision of inmates shall be subject to the overall control of the County. The proposal shall include the inmate training program as part of the Contractor's overall training program.

Professional Staff:

- Dawson County requires that the food service provided maintain a trained, professional, and competent staff for the kitchen facility. The Contractor shall retain adequate full-time employees (40 hours per week) at the Dawson County Detention Center; in previous years, that has been one manager and two staff members.
- All employees of the Contractor working in the kitchen must be screened and approved by the Dawson County Sheriff's Office. Contractor's employees must submit to criminal background checks and drug screening conducted by the DCSO.
- The Contractor's employees must comply with the County's written policy and procedures relating to facility security.
- All proposals must clearly detail the proposed roles of the food service manager, the Contractor's staff and inmates in the food service operation.
- Proposal shall detail the method of supervision employed, performance review processes, and include job descriptions. A Contractor's overall approach to working with the DCSO employees shall also be defined in the proposal.
- Contractor shall include a labor schedule, to include minimum rates of pay per position and the fringe benefit packages to be offered to the provider's employees in the proposal.
- The Contractor shall provide training in food service delivery and management to both DCSO staff and inmates assigned to the kitchen.

- The proposal shall detail a training plan for these tasks as part of the Contractor's overall training program for kitchen personnel.
- Contractor agrees that its employees assigned to duty at the jail shall submit to periodic health examinations, at least as frequently as stringently as required by law. Satisfactory evidence of compliance shall be provided to the County upon request.
- As a part of the proposal, the proposer shall submit the resume of the administrator or executive to whom the highest ranking, on-site manager reports. The executive shall be the County's contact person for operational issues, questions and contractual notifications.

Transition of Operations

- Proposal shall include a detailed plan for transitions from the current provider, if awarded the contract.
- Proposers must demonstrate a proven ability for a contract startup by within 30 days of executing an agreement.
- The County and the Contractor shall, within 30 days of executing an agreement, set dates through the scheduled contract termination date for quarterly review meetings between the Sheriff's Office and the Contractor for the service in relation to the contract.
- The Sheriff's Office and the success proposer shall, within 30 days of execution of the contract, formulate a monthly report form, which will establish the basis for quarterly review sessions.

Additional Requirements

- Proposers shall detail operational procedures for handling food services should the on-site kitchen be rendered unusable from fire or other unforeseen circumstances.
- The Contractor shall provide additional food services as mutually agreed upon and at prices mutually agreed to by the parties.

The County Shall Provide

- Accurate and timely orders for the number of meals to be served to inmates within two (2) hours of the time scheduled for meals to be served.
- Adequate ingress and egress to all food production and storage areas.
- Adequate heat, lights, ventilation, and all other utilities and business telephone service at no charge. The telephone shall be used only for local service and business-related calls. If the successful bidder desires local service for personal use, internet, and other non-business related calls or long-distance calls, whether business or personal, then a separate telephone not connected to the County system shall be installed at the Contractor's expense.
- General maintenance to the buildings structure including, but not limited to, the maintenance of gas, water, sewer, ventilation, lighting, air conditioning, refrigeration, duct work, floor coverings, and wall and ceiling surfaces, garbage and exterminating services. The County's maintenance does not

include day-to-day cleaning operations in the kitchen and food storage areas, which shall be provided by the Contractor.

- Adequate preparation, storage, and holding equipment and maintenance for same.
- Equipment that, in the opinion of the County, has exceeded its useful life, or that poses a threat of injury of harm to employees of the Contractor, or that no longer meets the standards established by OSHA, shall be replaced by the County as soon as practical.
- Medical offices are available in the event of minor staff injuries.

D. QUALIFICATIONS

This section identifies all information which must be submitted in each proposal.

Company background and Structure

The Proposer will provide a general history and description of its company including, but not limited to the number of years in business and number of employees. Include the legal form of the business organization, the state in which incorporated (if corporation), the types of business ventures in which the organization is involved, and the office location that will be the point of contact during the term of any resulting contract.

Company Experience

The Proposer must be organized for the purpose of providing institutional and/or correctional food service. Proposer shall demonstrate five (5) years of previous correctional food service experience with proven effectiveness in administering correctional food service programs similar to the size and population of the Dawson County Detention Center. Proposer shall provide a narrative describing the services performed by the company that are most similar to those required in this RFP.

Qualifications of Staff

Identify and include qualifications of key staff who would be assigned to work at the Dawson County Detention Center. Include an organizational chart that depicts how the staff would be structured to include inmate labor. Proposers must have qualified and trained staff with sufficient back-up personnel to successfully complete the contract requirements.

Proposer certifies by submitting a proposal that contractor and all sub-contractors shall comply with the Occupational Safety and Health Act of 1970, and amendments, as it may apply to this contract.

Approach to Scope of Work

Referencing the Scope of Work in Section D, provide a detailed approach to fulfill the requirements of this RFP. At a minimum, proposals must address:

- Procedures of meal delivery to inmates
- Two (2) samples of four-week cycle menu based on specifications listed above
- Quality of food served and inventory control methods

- Procedures to insure safe, sanitary and secure food service management
- Supervision of inmate labor and internal security of products and equipment
- Procedures for processing inmate and staff complaints regarding food service
- Additional equipment that may be necessary for food service operation
- Procedures for weekly billing and inventory of food supplies
- Operational procedures for handling food services should on-site kitchen be rendered unusable for any reason

The County welcomes innovating suggestions and recommendations from Contractors that will ensure a successful service approach.

References

Proposers must submit at least five (5) references. Ideally, references should be law enforcement agencies within Georgia should be included.

The following information for each reference shall be listed:

- Name of institution
- Address
- Contact person with title
- Phone number of contact person
- Email (highly recommended and preferred method)
- Dates of service
- Range of services

Proposers shall list ALL Georgia Sheriff's Office accounts lost within the last three (3) years. Disclose any services terminated and the reason(s) for termination of contract.

Financial Stability

Provide financial information that would allow proposal evaluators to ascertain the financial stability of the Proposer.

- If a public company, include a recap of the most recent audited financial report.
- If a private company, provide a recap of the most recent internal financial statement and a letter, on the financial institution's letterhead, stating financial stability.

Business Litigation

Disclose any involvement by the organization or any officer or principle in any material business litigation within the last five (5) years. The disclosure will include an explanation, as well as the current status and/or disposition of the case.

Financial Proposal

Proposers are to use the Vendor's Price Proposal Form provided within this RFP.

E. EVALUATION PROCESS

Proposals will be reviewed by the Review Committee for quality and completeness. These proposals will then be scored in each of the following categories using the maximum point values listed in **Chart 3** below.

Proposals will be reviewed and evaluated by the review committee to determine whether the Respondent has met the criteria described in this RFP.

Company Background and Structure	20
Experience & Qualifications of Dedicated Staff	25
Approach to Scope of Work & Methodology	15
References	15
Price Proposal	25
TOTAL POINTS	100

Chart 3

Presentations:

The top ranking firms *may* be invited to conduct oral interviews. If required, these presentations will be scheduled in advance and limited in time. Presentations will be conducted in Dawson County at a location to be determined.

Dawson County shall be the sole judge of the provider's ability to meet the requirements set forth. Their decision in determining responsible and responsive provider(s) will be final. Dawson County reserves the right to act in its best interest in this determinations process, to waive all technicalities, and to select the most responsible and responsive provider.

Invoicing

- 1. Dawson County is Net 30. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment less than 30 days, however.
- 2. Vendors shall invoice quarterly, by location, including a detailed list of services provided and only after work has been performed (in arrears).
- 3. All invoices will be paid in the year in which services are provided.
- 4. Vendor to provide contact information for dedicated team member to provide billing inquires. More information is included in the Statement of Qualifications portion of this RFP.
- 5. Invoices should be sent via mail or email to:

Accounts Payable 25 Justice Way, 2220 Dawsonville, GA 30534 ksmith@dawsoncounty.org

Pricing

1. Vendors must use the Vendor's Price Proposal Form as provided within this RFP. Vendors are to submit their proposals on the Cost Proposal Form(s) provided.

2. If submitting an alternate, use the form provided clearly labeled as alternate. Make additional copies as needed. Failure to comply may result in disqualification.

Administration

The project will be administered by the Dawson County Board of Commissioners with the Dawson County Sheriff's Office/Detention Center Supervisor being the main point of contact for all questions related to contract issues during the term of the contract.

Permits and Licensing

- 1. Proof of Licensing: Contractor shall submit proof of professional license, insurance and business license upon award. Contractors, who do not have a Dawson County Business License, will be required to register their business license with the Dawson County Planning & Development Department. Fees may apply and are not a part of this agreement.
- 2. Successful vendor must hold a valid Business License at time of proposal and a copy must be filed with the Purchasing Director at time of proposal. If awarded to an out-of-county vendor, that vendor must register their business license with the Dawson County Planning and Development Department. Note: Only the successful vendor needs to register with Dawson County Planning and Development Department. As of January 1, 2016, this registration is a \$25 fee.

G. PROCEDURES AND MISCELLANEOUS ITEMS

- 1. All questions shall be submitted in writing (e-mail is acceptable) and shall be communicated in the form of an addenda if the scope specifications are to be affected and posted on the County's website under the bid information, all firms responding to this RFP should check the website before responding to this RFP.
- 2. All respondents to this RFP shall indemnify and hold harmless the Dawson County Board of Commissioners, and any of their officers and employees from all suits and claims alleged to be a result of this RFP. The issuance of this RFP constitutes only an invitation to present a proposal. The Dawson County Board of Commissioners reserves the right to determine, at its sole discretion, whether any aspect of a respondent's submittal meets the criteria in this RFP. The Dawson County Board of Commissioners also reserves the right to seek clarifications, to negotiate with any vendor submitting a response, to reject any or all responses with or without cause, and to modify the procurement process and schedule. In the event that this RFP is withdrawn or the project canceled for any reason, the Dawson County Board of Commissioners shall have no liability to any respondent for any costs or expenses incurred in connection with this RFP or otherwise.
- 3. The RFP is subject to the provisions of the Dawson County Purchasing Policy and any revisions thereto, which are hereby incorporated into this RFP in their entirety except as amended or superseded herein.
- 4. Failure to submit all the mandatory forms from this RFP package shall be just

cause for the rejection of the qualification package. However, Dawson County reserves the right to decide, on a case by case basis, in its sole discretion, whether or not to reject such a bid as non-responsive.

- 5. In case of failure to deliver goods in accordance with the contract terms and conditions, Dawson County, after due oral or written notice, may procure substitute goods or services from other sources and hold the contractor responsible for any resulting additional purchasing and administrative costs. This remedy shall be in addition to any other remedies which Dawson County may have.
- 6. By submitting a proposal, the vendor is certifying that they are not currently debarred from bidding on contracts by any agency of the State of Georgia, nor are they an agent of any person or entity that is currently debarred from submitting bids on contacts by any agency of the State of Georgia.
- 7. Any contract resulting from this RFP shall be governed in all respects by the laws of the State of Georgia and any litigation with respect thereto shall be brought in the courts of the State of Georgia. Then contractor shall comply with applicable federal, state, and local laws and regulations.
- 8. It is understood and agreed between the parties herein that Dawson County shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.

H. BONDS

Bid Bond – **not required**Payment Bond – **not required**Performance Bond – **not required**

I. FINAL SELECTION

Following review of all qualified proposals, selection of a suitable vendor, and preliminary contract negotiations, a recommendation will be made to the Dawson County Board of Commissioners by the project representative. Following Commission approval, the County will complete contract negotiations.

The Dawson County Board of Commissioners reserves the right to accept the response that is determined to be in the best interest of the County. The County reserves the right to reject any and or all proposals.

Every vendor submitting a proposal must complete the forms showing compliance with the **GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT OCGA §13-10-90.** The forms are provided with this RFP package.



BID #261-16 RFP INMATE FOOD SERVICE VENDOR'S CHECKLIST

Company Name:	
Please indicate you have completed the following order.	llowing documentation; and submit them in the
	ITEM DESCRIPTION
Vendor's Checklist	
Vendor's Information Form	
Vendor's Price Proposal Form	n
Vendor's Qualifications as de	etailed in Section D
References as listed under Se	ction D
Execution of Proposal Form	
Addenda Acknowledgement	Form and Any Addenda Issued
Proposer's Certification and I	Non-Collusion Affidavit
Drug-Free Workplace Affida	vit
Georgia's Security and Immig	gration Compliance Act Affidavit
Contractor Affidavit	
Subcontractor Affida	vit (if applicable)
Local Small Business Initiativ	ve Affidavit (if applicable)
Proof of Insurance/Certificate	e of Insurance – Requirements listed on Page 5
Completed W9	
Copy of Valid Business Licer	nse
Copy of Professional licenses	s (if applicable)
Authorized Signature	Title
Print Name	Date

THIS PAGE MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR PROPOSAL



BID #261-16 RFP INMATE FOOD SERVICE VENDOR'S INFORMATION FORM

1. Legal Business Name
2. Street Address
3. City, State & Zip
4. Type of Business: State of Registration:
(Association, Corporation, Partnership, Limited Liability Company, etc.)
5. Name & Title of Authorized Signer:
6. Primary Contact
7. Phone Fax
8. E-mail
9. Company Website
10. Has your company ever been debarred from doing business with any federal, state or local agency? Yes No If Yes, please state the agency name, dates and reason for debarment.

ATTACH COPY OF BUSINESS LICENSE AND A COMPLETED W-9 FORM THIS PAGE MUST BE COMPLETED AND SUBMITTED WITH PROPOSAL



261-16 RFP INMATE FOOD SERVICE VENDOR'S PRICE PROPOSAL FORM

OPTION A: 2 HOT & 1 BAG MEALS

COMPANY NAME:		
Vendors shall submit a sliding scale based on the number of meals and the cost of each. For example:		
Number of Inmates	Price Per Meal	Number of Inmates for Labor Needed
0-99	\$	
100-119	\$	
120-129	\$	
130-139	\$	
140-149	\$	
150-159	\$	
160-169	\$	
170-179	\$	
180-189	\$	
190-199	\$	
A r'	horizad Cianatura	T:41
Aut	horized Signature	Title
Prin	nt Name	Date

ATTACH COPY OF SAMPLE MENU OF OPTION A

THIS PAGE MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR PROPOSAL





COMPANY NAME:		
Vendors shall submit a slidir example:	ng scale based on the number	er of meals and the cost of each. For
Number of Inmates	Price Per Meal	Number of Inmates for Labor Needed
0-99	\$	
100-119	\$	
120-129	\$	
130-139	\$	
140-149	\$	
150-159	\$	
160-169	\$	
170-179	\$	
180-189	\$	
190-199	\$	
Authorized Signature	Title	
Print Name	Date	

THIS PAGE MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR PROPOSAL

ATTACH COPY OF SAMPLE MENU OF OPTION B



261-16 RFP INMATE FOOD SERVICE EXECUTION OF PROPOSAL

DATE:
The potential Contractor certifies the following by placing an "X" in all blank spaces:
That this proposal was signed by an authorized representative of the firm.
That the potential Contractor has determined the cost and availability of all materials and supplies associated with performing the services outlined herein.
That all labor costs associated with this project have been determined, including all direct and indirect costs.
That the potential Contractor agrees to the conditions as set forth in this Request for Proposal with no exceptions.
Therefore, in compliance with the foregoing Request for Proposals , and subject to all terms and conditions thereof, the undersigned offers and agrees, if this proposal is accepted within sixty (60) days from the date of the opening, to furnish the services for the prices quoted within the timeframe required.
Business Name
Authorized Signature Date
Typed Name & Title

THIS PAGE MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR PROPOSAL



261-16 RFP INMATE FOOD SERVICE DRUG FREE WORKPLACE

Whose address is:	
And it is also that:	
•	through § 50.24.6 of the Official Code of Georgia place Act" have been complied with in full; and,
2. A drug free workplace will be proven the performance of the contract; and,	vided for the CONTRACTOR'S employees during
subcontractor's employees are provided a	ONTRACTOR shall be required to ensure that the drug free workplace. The CONTRACTOR shall llowing written certification: "As part of the
,	certifies to the CONTRACTOR that a drug free
workplace will be provided for the subcon	tractor's employees during the performance of this etion (b) of the Official Code of Georgia Annotated
	I will not engage in unlawful manufacture, sale, e of a controlled substance or marijuana during the
Date	Signature

THIS PAGE MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR PROPOSAL



BID #261-16 RFP INMATE FOOD SERVICE ADDENDA ACKNOWLEDGEMENT

The vendor has examined and carefully studie following Addenda, receipt of all of which is	1 1
Addendum No.	-
Addendum No	-
Addendum No.	-
Addendum No.	-
Authorized Representative (Signature)	Date
Authorized Representative/Title (Print or Type)	-

Vendors must acknowledge any issued addenda. Proposals which fail to acknowledge the vendor's receipt of any addendum will result in the rejection of the offer if the addendum contained information which substantively changes the Owner's requirements.



BID #261-16 RFP INMATE FOOD SERVICE PROPOSER'S CERTIFICATION AND STATEMENT OF NON-COLLUSION

Icertify that understanding, agreement or connection with any proposal for the same services and is in all respectunderstand that collusive bidding is a violation of steprison sentences and civil damages awards.	cts fair and without collusion or fraud. I
I certify that this proposal has been prepared indepedisclosed to another person.	endently and the price submitted will not be
I certify that there has been no contact or communassociates with any County staff, or elected offici. INMATE FOOD SERVICE was issued except: 1) the Pre-Proposal Conference (if applicable) or 3) a The County reserves the right to reject the proposthis provision.	als since the date this Bid # 261-16 RFP through the Purchasing Department, 2) at as provided by existing work agreement(s).
I agree to abide by all conditions of this proposal a proposal.	and certify that I am authorized to sign this
COMPANY NAME:	
Authorized Representative (Signature)	Date
Authorized Representative/Title (Print or Type)	-

THIS PAGE MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR PROPOSAL

Georgia Security & Immigration Compliance (GSIC) Act Affidavit

As per the Georgia Senate Bill 529 and Senate Bill 447, the Georgia Department of Labor has promulgated new rules for the implementation of Section 2. O.C.G.A. §13-10-91 and Chapter 300-10-01-.02 state that no Georgia Public Employer shall enter into a contract for *the physical performance of services within the State of Georgia* unless the Contractor registers and participates in a federal work authorization program to verify the work eligibility information of all of its new employees.

The Employment Eligibility Verification "E-Verify" site operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security is the electronic federal work authorization program to be utilized for these purposes.

The website is https://e-verify.uscis.gov/enroll/

By executing the attached Contractor Affidavit, Contractor verifies its compliance with O.C.G.A. §13-10-91 stating affirmatively that the individual, firm or corporation which is contracting with the Dawson County Board of Commissioners has registered and is participating in this federal work authorization program in accordance with the applicability provisions and deadlines established in this Statute.

Contractor further agrees that should it employ or contract with any Sub-Contractor(s) for the physical performance of services pursuant to the contract with the Dawson County Board of Commissioners, Contractor will secure from the Sub-Contractor(s) verification of compliance with O.C.G.A. §13-10-91 on a Sub-Contractor Affidavit and shall provide a copy of each such verification to the Dawson County Board of Commissioners at the time the Sub-Contractor(s) is retained to perform such services.

PLEASE COMPLETE THE ATTACHED AFFIDAVIT AND RETURN IT TO:

Davida Simpson
Dawson County Purchasing Director
25 Justice Way, Suite 2223
Dawsonville, GA 30534

Fax: (706) 531-2728

Email: dsimpson@dawsoncounty.org



IMMIGRATION AND SECURITY FORM (GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT)

Contractor's Name:	
County Solicitation/	
Contract No.:	

CONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned Contractor verifies its compliance with O.C.G.A. §13-10-91, stating affirmatively that the Contractor identified above has registered with and is participating in a federal work authorization program*, in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with the County, Contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. § 13-10-91 on the attached Subcontractor Affidavit. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the County at the time the subcontractor(s) is retained to perform such service.

EEV / E-Verify TM Company Identification Number	
BY: Authorized Officer or Agent (Contractor Name)	Date
Title of Authorized Officer or Agent of Contractor	
Printed Name of Authorized Officer or Agent	
SUBSCRIBED AND SWORN BEFORE ME ON THIS THE 20	
Notary Public	[NOTARY SEAL]

My Commission Expires:

*any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603

IMMIGRATION AND SECURITY FORM (GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT)

	Contractor's Name:			
	County Solicitation/			
	Contract No.:			
ADDITIONAL INSTRUCTIONS TO CONTRACTOR : Identify all subcontractors used to perform under the county contract. In addition, you must attach a signed and notarized affidavit (third page of this form) from each of the subcontractors listed below. The contractor is responsible for providing a signed and notarized affidavit to the County within five (5) days of the addition of any new subcontractor used to perform under the identified County contract.				
	Contractor's Name:			
	Subcontractors:			



IMMIGRATION AND SECURITY FORM (GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT)

Contractor's Name:		
Subcontractor's (Your) Name:		
County Solicitation/ Contract No.:		
	SUBCONTRACTOR	AFFIDAVIT
O.C.G.A. §13-10-91, sta physical performance of behalf of the County iden	ting affirmatively that the services under a contract tified above has registered in accordance with the	Subcontractor verifies its compliance with e Subcontractor which is engaged in the twith the Contractor identified above or with and is participating in a federal work applicability provisions and deadline
EEV / E-Verify TM Compa	any Identification Number	-
BY: Authorized Officer o (Subcontractor Name)	r Agent	Date
Title of Authorized Office	er or Agent of Contractor	-
Printed Name of Authoriz	red Officer or Agent	-
	ORN BEFORE ME ON T	HIS
Notary Public		[NOTARY SEAL]
My Commission Expires:		

*any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603



Dawson County Board of Commissioners "VOLUNTARY"

Title VI Statistical Data Form

Used For Government Monitoring Purposes

Dawson County Board of Commissioners is committed to broad-based competition on all bids. We are gathering the following information for recordkeeping in compliance with federal regulations. All information will be considered strictly private and confidential and will be used for Title VI of the Civil Rights Act of 1964 purposes only. Your responses are strictly voluntary and will help in developing and monitoring nondiscrimination enforcement programs. This form is not part of the bid document and has no emphasis on decision of award, if you prefer not to reply that is acceptable. **Failure to complete this form will not affect your chances of award.** Your cooperation is appreciated.

Instruction for submission: <u>DO NOT INCLUDE WITH BID PROPOSAL</u>. Form should be submitted separately in a non-identifying envelope addressed to the Dawson County Purchasing Department, 25 Justice Way, Suite 2223, Dawsonville, GA 30534. Please write in bid name and number for project tracking purposes.

BID NAME & BID # 261-16 RFP INMATE FOOD SERVICE

Please place an "X" on the line that apply Owner Gender: Male Female Owner Race/Ethnicity: White/Caucasian Hispanic or Latino ___ Black or African American ___American Indian or Alaska Native __Native Hawaiian or Asian Other Pacific Islander Two or More Races Disability: Any person who (1) has a physical or mental impairment that substantially limits one or more major life activities; (2) has a record of such impairment; or (3) is regarded as having such impairment. ___ Yes No Minority Owned Business: Disadvantaged Business Enterprise (DBE) Company? ___Yes Number of Employees: ____ Staff Race/Ethnicity make-up: ____White/Caucasian ____Hispanic or Latino (Provide % on line) __Black or African American ____American Indian or Alaska Native Native Hawaiian or Other Pacific Islander Two or More Races

Dawson County Government is committed to serve the public efficiently, preserve our heritage, safeguard the environment, protect citizens and improve the quality of life.