# **REQUEST FOR PROPOSAL**

### <u>FOR</u>

### **INMATE FOOD SERVICES**

### FOR THE CHATHAM COUNTY DETENTION CENTER

### RFP NO. 14-0072-3

#### <u>"MANDATORY" ON SITE PRE-PROPOSAL CONFERENCE: 10:00 A.M., AUGUST 5, 2014</u> <u>SHERIFF COMPLEX, 1050 CARL GRIFFIN DRIVE, SAVANNAH, GEORGIA 31408</u>

### PROPOSAL RECEIPT BY: 5:00 P.M., AUGUST 19, 2014 (Local Time)

# THE COMMISSIONERS OF CHATHAM COUNTY, GEORGIA

#### ALBERT J. SCOTT, CHAIRMAN

COMMISSIONER HELEN L. STONE

COMMISSIONER JAMES J. HOLMES

COMMISSIONER TONY CENTER

COMMISSIONER PATRICK K. FARRELL

COMMISSIONER YUSUF K. SHABAZZ

COMMISSIONER LORI L. BRADY

COMMISSIONER DEAN KICKLIGHTER

COMMISSIONER PRISCILLA D. THOMAS

R. JONATHAN HART, COUNTY ATTORNEY

CHATHAM COUNTY, GEORGIA

#### CHATHAM COUNTY, GEORGIA DOCUMENT CHECK LIST

The following documents, when marked, are contained in and made a part of this Package or are required to be submitted with the proposal. It is the responsibility of the Proposer to read, complete and sign, where indicated, and return these documents with his/her Proposal. FAILURE TO DO SO MAY BE CAUSE FOR DISQUALIFYING THE PROPOSAL.

- X GENERAL INFORMATION
- X PROPOSAL
- <u>X</u> PROPOSAL SCHEDULE
- X LEGAL NOTICE
- <u>X</u> ATTACHMENTS: A. DRUG FREE WORKPLACE; B. NONDISCRIMINATION STATEMENT; C. DISCLOSURE OF RESPONSIBILITY STATEMENT; D. CONTRACTOR AFFIDAVIT/AGREEMENT; E. SAVE FORM; F. DEBARMENT FORM; G. M/WBE PARTICIPATION FORM; H. LOBBYING

#### ALL FIRMS REQUESTING TO DO BUSINESS WITH CHATHAM COUNTY MUST BE REGISTERED ON-LINE AT HTTP://PURCHASING.CHATHAMCOUNTY.ORG

**COUNTY TAX CERTIFICATE REQUIREMENT:** Contractor must supply a copy of their Tax Certificate as proof of payment of the occupational tax where their office is located.

CURRENT TAX CERTIFICATE NUMBER	
COUNTY	
DTHER	

# RECEIPT IS HEREBY ACKNOWLEDGED OF ADDENDA NUMBERS

BY:

### SIGNATURE:

Chatham County has established goals to increase participation of minority and woman owned businesses. In order to accurately document participation, businesses submitting bids or proposals are strongly encouraged to report ownership status. A minority or woman owned business is defined as a business with 51% or greater minority or woman ownership. Please check ownership status as applicable:

DATE:

African-American	Asian American		Hispanic
Native American or	Alaskan Indian	Woman	_

For additional information concerning Chatham County's M/WBE Program, please call Connell Hayward (912) 652-7926.

#### CHATHAM COUNTY, GEORGIA OFFICE OF THE PURCHASING AND CONTRACTING 1117 EISENHOWER DRIVE SUITE C SAVANNAH, GEORGIA 31406 (912) 790-1624

# DATE: JULY 21, 2014

RFP No. 14-0072-3

### **GENERAL INFORMATION FOR REQUEST FOR PROPOSALS**

This is an invitation to submit a proposal to supply Chatham County with the services as indicated herein. Sealed proposals will be received at the Office of the Purchasing Agent, **1117 EISENHOWER DRIVE, SUITE C, SAVANNAH, GEORGIA 31406** up to <u>5:00 P.M., AUGUST 19,</u> <u>2014, and (LOCAL TIME)</u>. The Purchasing Agent reserves the right to reject any and all proposals and to waive formalities.

Instructions for preparation and submission of a proposal are contained in the Request for Proposal package. Please note that specific forms for submission of a proposal are required. Proposals must be typed or printed in ink. If you do not submit a proposal, return the signed invitation sheet and state the reason; otherwise, your name may be removed from our bidders list.

A "MANDATORY" On Site Pre-Proposal Conference has been scheduled for <u>10:00 A.M.</u>, <u>AUGUST 5, 2014</u>, and will be conducted in the Conference Room of the CHATHAM COUNTY DETENTION CENTER, SHERIFF COMPLEX 1050 CARL GRIFFIN DRIVE, SAVANNAH, GEORGIA 31408 to discuss the specifications and resolve any questions and/or misunderstanding that may arise. Representatives from Chatham County will be in attendance. There will be a tour of the facility immediately following the pre-proposal conference. Any firm not represented at the Pre-Proposal conference will not be permitted to submit a proposal.

Any changes to the conditions and specifications must be in the form of a written addendum to be valid; therefore, the Purchasing Agent will issue a written addendum to document approved changes. Generally when addenda are required, the bid opening date may be changed.

Chatham County has an equal opportunity procurement policy. Chatham County seeks to ensure that all segments of the business community have access to providing services needed by County programs. The County affirmatively works to encourage utilization of disadvantaged and minority business enterprises in our procurement activities. The County provides equal opportunity for all businesses and does not discriminate against any persons or businesses regardless of race, color, religion, age, sex, national origin or handicap. The County expects its contractors to make maximum feasible use of minority businesses and qualified minority person" are more specifically defined and explained in the <u>Chatham County Purchasing Ordinance and Procedures Manual</u>, Article VII - Disadvantaged Business Enterprises Program.

### SECTION I INSTRUCTIONS TO PROPOSERS

- **1.1 <u>PURPOSE</u>:** The purpose of this document is to provide general and specific information for use in submitting a proposal to supply Chatham County with services as described herein. All proposals are governed by the <u>Code of Chatham County</u>, Chapter 4, Article IV, and the laws of the State of Georgia.
- **1.2 INFORMATION OR CLARIFICATION:** For information concerning procedures for responding to this solicitation, contact Victoria Godlock, at (912) 790-1624. Such contact shall be for clarification purposes only. Material change, if any to the scope of services or bidding procedures will be only transmitted by written addendum. It is the proposers' responsibility to check the website to determine if any addenda(s) have been issued.

All questions must be submitted in writing to the Purchasing & Contracting Division, 1117 Eisenhower Drive, Citizen Service Center, Suite C, Savannah, GA. Attn: Victoria Godlock. Questions may be sent via FAX to (912) 790-1627 or email to <u>vgodlock@chathamcounty.org</u>. Questions of a material nature must be received prior to the cut-off date specified in the solicitation schedule. If no cut- off date is listed, the deadline for questions shall be 5:00 p.m. one week prior to the deadline of receipt of proposals. If a bid or proposal is faxed, it is the responsibility of the proposer to insure that the proposal is received in its entirety prior to the deadline for bid submittal. The entire proposal must be submitted in accordance with the Instructions to Bidder/Proposers contained in this solicitation.

**1.3** <u>**ELIGIBILITY:**</u> To be eligible for a resulting contract (s) in responding to this solicitation, the proposing firm must demonstrate that they, or the principals assigned to the project, have successfully completed services, similar to those specified in the Scope of Services.

# 1.4 HOW TO PREPARE PROPOSALS: All proposals shall be:

- A. Prepared in the format prescribed herein and utilize the forms enclosed herewith, unless otherwise prescribed, and **all documents must be submitted.**
- B. Typewritten or completed with pen black or blue ink, signed by the business owner or authorized representative, with all corrections initialed and dated by the official signing the proposal. ALL SIGNATURE SPACES MUST BE SIGNED.

Bidders are encouraged to review carefully all provisions and attachments of this document prior to submission. Each bid constitutes an offer and may not be withdrawn except as provided herein.

# 1.5 <u>HOW TO SUBMIT PROPOSALS</u>: All proposals shall be:

A. Submitted in a sealed opaque envelope or box, plainly marked Annual Contract for Inmate Food Services RFP #14-0072-3, with bid name, date and time of bid proposal opening, and company name.

B. Mailed or hand delivered as follows in a sufficient time to ensure receipt by the Purchasing Agent on or before time and date specified above.

Purchasing and Contracting 1117 Eisenhower Drive, Suite C Savannah, Georgia, 31406

# C. Each proposal must be submitted in one (1) unbound original and five (5) copies

Chatham County Purchasing Department Attn: Victoria Godlock 1117 Eisenhower Drive, Suite C, Savannah, GA 31406

### An electronic proposal shall also be submitted either on CD or a flash drive.

### PROPOSALS NOT RECEIVED BY THE TIME AND DATE SPECIFIED WILL NOT BE OPENED OR CONSIDERED.

- **1.6 HOW TO SUBMIT AN OBJECTION:** Objections from Offerors to this Request for Proposals and/or these specifications should be brought to the attention of the County Purchasing Agent in the following manner:
  - A. The Proposer shall object in writing not less than five (5) days prior to the Date for submission.
  - B. The objections contemplated must pertain both to form and substance of the Request for Proposal documents. Failure to object in accordance with the above procedure will constitute a waiver on the part of the business to protest this Request for Proposal.
- **1.7 FORMAT FOR RESPONSES:** To be considered, food service providers must submit a complete response to the Request for Proposal. To assure a uniform review process and obtain the maximum degree of comparability, each proposal shall include all content in the requested order listed in Section 3.7 with signatures and required attachments.
- **1.8** <u>ERRORS IN PROPOSALS</u>: Proposers or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting proposals. Failure to do so will be at the Proposer's own risk.
- **1.9 STANDARDS FOR ACCEPTANCE OF PROPOSERS FOR CONTRACT AWARD:** The County reserves the right to reject any or all Proposals and to waive any irregularities or technicalities in proposals received whenever such rejection or waiver is in the best interest of the County. The County reserves the right to reject the Offer of a Proposer who has previously failed to perform properly or complete on time contracts of a similar nature, whom investigation shows is not in a position to perform the contract.

### 1.10 **DEFINITION OF TERMS**:

**PROPOSER:** Whenever the term "Proposer" is used it shall encompass the "person",

"business", "firm", or other party submitting a proposal to Chatham County in such capacity before a contract has been entered into between such party and the County.

**<u>CONTRACTOR</u>**: Contractor or subcontractor means any person, firm, or business having a contract with Chatham County. The Contractor of goods, material, equipment or services certifies that the firm will follow equal employment opportunity practices in connection with the awarded contract as more fully specified in the contract documents.

- **1.11 <u>COMPLIANCE WITH LAWS:</u>** The Proposer shall obtain and maintain all licenses, permits, liability insurance, workman's compensation insurance and comply with any and all other standards or regulations required by federal, state or County statute, ordinances and rules during the performance of any contract between the Proposer and the County. Any such requirement specifically set forth in any contract document between the Proposer and the County shall be supplementary to this section and not in substitution thereof.
- **1.12 LOCAL PREFERENCE:** The contractor agrees to follow the local preference guidelines as specified in the contract documents, which state "The CONTRACTOR hereby agrees, as part of the consideration to Chatham County for making this Contract, that the CONTRACTOR in the carrying out of this contract will give the citizens of Chatham County preference for employment to perform all labor required by this contract; that the rate of wages to be paid shall not be less than legally required; and that in the purchase of materials to be used in the Work of the Project, preference shall be given to sources from within Chatham County to the maximum extent possible. The CONTRACTOR will cause the forgoing provisions to be inserted in all subcontracts so that provisions will be binding upon each subcontractor."

### SECTION II GENERAL CONDITIONS

- 2.1 <u>SPECIFICATIONS:</u> Any obvious error or omission in specifications shall not inure to the benefit of the Proposer but shall put the Proposer on notice to inquire of or identify the same to the County.
- 2.2 <u>MULTIPLE PROPOSALS</u>: No Proposer will be allowed to submit more than one offer. Any alternate proposals must be brought to the Purchasing Agent's attention during the Preproposal Conference or submitted in writing at least five (5) days preceding the date for submission of proposals.
- 2.3 <u>GEORGIA OPEN RECORDS ACT:</u> The responses will become part of the County's official files with any obligation on the County's part. Ownership of all data, materials, and documentation prepared for an submitted to Chatham County in response to a solicitation, regardless of type, shall belong exclusively to Chatham County and will be considered a record prepared and maintained or received in the course of operations of public office or agency and is subject to public inspection in accordance with the <u>Georgia Open Records Act</u>, <u>Official Code of Georgia Annotated</u>, <u>Section 50-18-070</u>, et. Seq., unless otherwise provided by law.
- 2.4 <u>GEORGIA TRADE SECRET ACT OF 1990:</u> In the event that a Proposer submits secret information to the County, the information must be clearly labeled as a "Trade Secret". The County will maintain the confidentiality of such trade secrets to the extent provided by law.
- 2.5 <u>CONTRACTOR RECORDS</u>: The Georgia Open Records Act is applicable to the records of all contractors and subcontractors under contract with the County. This applies to those specific contracts currently in effect and those which have been completed or closed up to three (3) years following completion.
- 2.6 <u>NO EXCLUSIVE CONTRACT/ADDITIONAL SERVICES:</u> Contractor agrees and understands that the contract shall not be construed as an exclusive arrangement and further agrees that the County may, at any time, secure similar or identical services at its sole option.
- 2.7 OFFERS TO BE FIRM: The proposer warrants that terms and conditions quoted in his offer will be firm for acceptance for a period of ninety (90) days from bid submitted, unless other wise stated in the proposal in order to provide the Evaluation Team time to review all proposals.
- **2.8** <u>**COMPLETENESS:**</u> All information required by Request for Proposals must be completed and submitted to constitute a proper proposal. The County shall have sole discretion in evaluating qualifications and responses or respondents.
- 2.9 <u>DEBARRED FIRMS, INDICTMENTS AND PENDING LITIGATION</u>: Any potential proposer/firm listed on the Federal, State of Georgia or any government entity, Excluded Parties Listing (Barred from doing business) will not be considered for contract award. Proposers shall disclose any record of pending criminal violations (Indictment) and/or

convictions, pending lawsuits, etc., and any actions that may be a conflict of interest occurring within the last five (5) years. Any proposer/firm previously defaulting or terminating a contract with the County will not be considered.

\*\* All proposers are to read and complete the **Disclosure of Responsibility Statement** enclosed as an Attachment to be returned with response. Failure to do so may result in your solicitation response being rejected as non-responsive. Proposer acknowledged that in performing contract for the Board, proposer shall not utilize any firms that have been a party of any of the above actions. If proposer has engaged any firm to work on this contract or project that is later debarred, Proposer shall sever its relationship with that firm with respect to Board contract.

2.10 <u>MINORITY- WOMEN BUSINESS ENTERPRISE PARTICIPATION</u>: It is the desire of the County Board of Commissioners to increase the participation of minority (MBE) and womenowned (WBE) business in its contracting and procurement programs. The County is committed to a policy of equitable participation for these firms by setting goals for each contract. Bidder/proposers are requested to include in their proposals a narrative describing their past accomplishment and <u>intended</u> actions in this area. If bidder/proposers are considering minority or women owned enterprise participation in their proposal, those firms, and their specific duties must be identified in their proposal along with the percentage(s) and dollar amount awarded to the M/WBE firm. If a bidder/proposer is considered for award, he/she will be asked to meet with the County Staff so that the intended MBE/WBE participation goals can be formalized and included in the subsequent contact. The goal for this contract is 17% MWBE consisting of 12% MBE and 5% WBE.

If the awarded contractor/vendor is claiming minority status, the contractor/vendor shall apply for certification by Chatham County, Georgia to the Office of Minority Business Coordinator located in the Human Resources Offices. The Minority Business Coordinator will provide documentation of application status once approved or disapproved by Chatham County. Certification by any other government entity is acceptable if current copy of the certification is provided with this solicitation. For additional information concerning Chatham County's certification process please call Connell Heyward, MWBE Coordinator @ 912-652-7926.

- 2.11 <u>LOBBYING ACTIVITIES</u>: During the request for proposal process and subsequent evaluation and award process, proposers shall have no discussions with Board members, other elected officials, county management staff and employees. Proposers are required to sign the lobbying affidavit included in the RFP package. All contact must be through the Purchasing & Contracting Office.
- 2.12 <u>LIABILITY PROVISIONS:</u> Where proposers are required to enter or go onto Chatham County property to measurements or gather other information in order to prepare the proposal as requested by the County, the proposer shall be liable for any injury, damage or loss occasioned by negligence or the proposer, his agent, or any person the proposer has designated to prepare the Offer and shall indemnify and hold harmless Chatham County from any liability arising therefrom. The contract document specifies the liability provisions required of the successful proposer in order to be awarded a contract with Chatham County.
- **2.13** <u>CERTIFICATION OF INDEPENDENT PRICE DETERMINATION</u>: By submission of this offer, the offer certifies, and in the case of a joint bid each party thereto as to its own

organization, that in connection with this procurement:

- 1. The prices in this offer have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
- 2. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the proposer and will not knowingly be disclosed by the proposer prior to opening, directly or indirectly to any other competitor; and;
- 3. No attempt made or will be made by the proposer to induce any other person or firm to submit or not to submit a bid for the purpose or restricting competition.
- 2.14 <u>AWARD OF CONTRACT</u>: The contract, if awarded, will be awarded to the responsible proposer whose proposal will be most advantageous to Chatham County, price and other factors considered. The Board of Commissioners will make the determination as to which proposal best serves the interest of Chatham County.
- **2.15 <u>TERM OF CONTRACT</u>:** The contract, if awarded, will be for a term of one (1) year with the option to renew for four (4) additional one year terms upon mutual agreement of the County and the Contractor. As an option to the County, with Board approval, this contract may be, upon negotiation, extended for two (2) additional one year terms.
- 2.16 <u>VENDOR PERFORMANCE EVALUATION:</u> On April 11, 2008, the Board of County Commissioners approved a change to the County Purchasing Ordinance requiring Vendor Performance Evaluations, as a minimum, prior to the contract anniversary date. Should the vendor performance be unsatisfactory, the appointed County Project Manager for the contract may prepare a Vendor Complaint Form or a Performance Evaluation to be sent to the Purchasing Agent.
- 2.17 <u>PROCUREMENT PROTESTS</u>: Objections and protest to any portion of the procurement process or actions of the County staff may be filed with the Purchasing Agent for review and resolution. The <u>Chatham County Purchasing Procedures Manual</u>, Article IX Appeals and Remedies shall govern the review and resolution of all protests.
- 2.18 QUALIFICATION OF BUSINESS (RESPONSIBLE OR PROPOSER): A responsible bidder or proposer is defined as one who meets, or by the date of the bid acceptance can meet, all requirements for licensing, insurance, and service contained within this Invitation for Bids or Proposals. Chatham County has the right to require any or all bidders to submit documentation of the ability to perform, provide, or carry out the service or provide the product requested. Chatham County has the right to disqualify the bid or proposal of any bidder or proposer as being unresponsive or unresponsible whenever such bidder/proposer cannot document the ability to deliver the requested product.
- 2.19 <u>COUNTY BUSINESS LICENSE REQUIREMENT:</u> A current Chatham County or municipal business license (within the State of Georgia) is required unless otherwise specified. A firm need not have a Chatham County Business License prior to submitting a proposal. However, a license must be obtained by the successful vendor prior to the award of contract. Please contact the Chatham County Department of Building and Regulatory Services at (912) 201-

4300 for additional information.

- 2.20 <u>LICENSES, PERMITS, TAXES</u>: The price or prices for the service shall include full compensation for all fees that the proponent is or may be required to pay. Chatham County is Tax Exempt. A Tax Exemption Certificate will be provided by the Purchasing & Contracting Office upon request (912) 790-1619 or (912) 790-1627 fax.
- 2.21 <u>INSURANCE PROVISIONS:</u> The selected CONTRACTOR shall be required to procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the Contractor's fee proposal. Contract work will not proceed unless Chatham County has in their possession, a current Certificate of Insurance.
  - 2.21.1 General Information that shall appear on a Certificate of Insurance:
    - I. Name of Producer (Contractor's insurance Broker/Agent).
    - II. Companies affording coverage (there may be several).
    - III. Name and address of the Insured (this should be the Company or Parent of the firm Chatham County is contracting with).
    - IV. A Summary of all current insurance for the insured (includes effective dates of coverage).
    - V. A brief description of the operations to be performed, the specific job to be performed, or contract number.
    - VI. Certificate Holder (This is always includes Chatham County).
  - 2.21.2 Limits of Insurance: Effective coverage shall have the following limits:
    - A. **Commercial General Liability**: Provides protection against bodily injury and property damage claims arising from operations of a Contractor or Tenant. This policy cl coverage includes: premises and operations, use of independent contractors, products/completed operations, personal injury, contractual, broad form property damage, and underground, explosion and collapse hazards.

Minimum limits: \$1,000,000 bodily injury and property damage per occurrence and annual aggregate.

- B. Worker's Compensation and Employer's Liability: provides statutory protection against bodily injury, sickness or disease sustained by employees of the Contractor while performing within the scope of their duties. Employer's Liability coverage is usually included in Worker's Compensation policies, and insures common law claims of injured employees made in lieu of or in addition to a Worker's Compensation claim. Minimum limits: \$ 500,000 for each accident, disease policy limit, and disease each employee and Statutory Worker's Compensation limit.
- C. **Business Auto Liability:** Coverage insures against liability claims arising out of the Contractor's use of automobiles. Minimum limit: \$1,000,000 combined single limit per accident for bodily injury and property damage. Coverage

should be written on an "Any Auto" basis.

### 2.21.3 SPECIAL REQUIREMENTS:

- A. **Claims-Made Coverage:** The limits of liability shall remain the same as the occurrence basis, however, the Retroactive date shall be prior to coincident with the date of any contract, and the Certificate of Insurance shall state the coverage is claims-made. The Retroactive date shall also be specifically stated on the Certificate of Insurance.
- B. **Extended Reporting Periods:** the Contractor shall provide the County with a notice of the election to initiate any Supplemental Extended Reporting Period and the reason(s) for invoking this option.
- C. **Reporting Provisions:** Any failure to comply with reporting provisions of the policies shall not affect coverage provided in relation to this request.
- D. **Cancellation/Non-Renewal Notification:** Each insurance policy that supplies to this request shall be endorsed to state that it shall not be suspended, voided, or canceled, except after thirty (30) days prior to written notice by certified mail, return receipt requested, has been given to the County.
- E. **Proof of Insurance:** Chatham County shall be furnished with certificate of insurance and with original endorsements affecting coverage required by this request. The certificates and endorsements are to be signed by a person authorized by the insurer to bind coverage on its behalf. All certificates of insurance are to be submitted prior to, and approved by, the County before services are rendered. The Contractor must ensure Certificate of Insurance are updated for the entire term of the County.
- F. **Insurer Acceptability:** insurance is to be placed with an insurer having an A.M. Best's rating of A and a five (5) year average financial rating of not less than V. If an insurer does not qualify for averaging on a five year basis, the current total Best's rating will be used to evaluate insurer acceptability.
- G. **Lapse in Coverage:** a lapse in coverage shall constitute grounds for contract termination by Chatham County Board of Commissioners.
- H. **Deductible and Self-Insured Retention:** Any deductibles or self-insured retention must be declared to, and approved by, the County. At the option of the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retention as related to the County, its officials, officers, employees, and volunteers; or the Contractor shall procure a bond guaranteeing payment of related suits, losses, claims and related investigation, claim administration and defense expenses.
- **2.22 INDEMNIFICATION:** The CONTRACTOR agrees to protect, defend, indemnify, and hold harmless Chatham County, Georgia, its commissioners, officers, agents, and employees from and against any and all liability, damages, claims, suits, liens, and judgments, of

whatever nature, including claims for contribution and/or indemnification, for injuries to or death of any person or persons, or damage to the property or other rights of any person or persons caused by the CONTRACTOR or its subcontractors. The CONTRACTOR's obligation to protect, defend, indemnify, and hold harmless, as set forth herein above shall include, but not be limited to, any matter arising out of any actual or alleged infringement of any patent, trademark, copyright, or service mark, or any actual or alleged unfair competition, disparagement of product or service, or other business tort of any type whatsoever, or any actual or alleged violation of trade regulations. CONTRACTOR further agrees to investigate, handle, respond to, provide defense for, and to protect, defend, indemnify, and hold harmless Chatham County, Georgia, at his sole expense, and agrees to bear all other costs and expenses related thereto, even if such claims, suits, etc., are groundless, false, or fraudulent, including any and all claims or liability for compensation under the Worker's Compensation Act arising out of injuries sustained by any employee of the CONTRACTOR or his subcontractors or anyone directly or indirectly employed by any of them. The CONTRACTOR'S obligation to indemnify Chatham County under this Section shall not be limited in any way by the agreed-upon contract price, or to the scope and amount of coverage provided by any insurance maintained by the CONTRACTOR.

- **2.23** <u>COMPLIANCE WITH SPECIFICATION TERMS AND CONDITIONS</u>: The Request for Proposals, Legal Advertisement, General Conditions and Instructions to Proposers, Specifications, Special Conditions, Proposers Offer, Addendum, and/or any other pertinent documents form a part of the Offeror's proposal and by reference are made a part hereof.
- 2.24 <u>SIGNED RESPONSE CONSIDERED AN OFFER:</u> The signed Response shall be considered an offer on the part of the Proposer, which offer shall be deemed accepted upon approval by the Chatham County Board of Commissioners. In case of a default on the part of the Proponent after such acceptance, Chatham County may take such action as it deems appropriate, including legal action for damages for lack of required performance.
- 2.25 <u>NOTICE TO PROCEED:</u> The successful proposer shall not commence work under this Request for Proposal until a written contract is awarded and a Notice to Proceed is issued by the Purchasing Agent or his designee. If the successful Proposer does commence any work or deliver items prior to receiving official notification, he does so at his own risk.
- **2.26 PAYMENT TO CONTRACTORS:** Instructions for invoicing the County for service delivered to the County are specified in the contract document.
  - A. Questions regarding payment may be directed to the Chatham County Finance Department, at (912) 652-7900.
  - B. Contractors will be paid the agreed upon compensation upon satisfactory progress or completion of the work as more fully described in the contract document.
  - C. Upon completion of the work, the Contractor will provide the County or contractor with an affidavit certifying all suppliers, persons or businesses employed by the Contractor for the work performed for the County have been paid in full.
  - D. Chatham County is a tax exempt entity. Every contractor, vendor, business or person

under contract with Chatham County is required by Georgia law to pay State sales or use taxes for products purchased in Georgia or transported into Georgia and sold to Chatham County by contract. Please consult the State of Georgia, Department of Revenue, Sales and Use Tax Unit in Atlanta (404) 656-4065 for additional information.

2.27 <u>CONTRACT COST ADJUSTMENTS:</u> Prices quoted shall be firm for the initial contract term, one (1) year and for any subsequent guaranteed terms. Thereafter, any extensions which may be approved by the County shall be subject to the following: Costs for any extension terms shall be subject to an adjustment only if increases or decreases occur in the industry and are documented and verifiable.

Any requested adjustment shall be fully documented and submitted to the County at least ninety (90) days prior to the contract anniversary date. Any approved cost adjustments shall become effective on the beginning date of the approved contract extension.

The County may, after examination, refuse to accept the adjusted costs if they are not properly documented, or considered to be excessive, or if decreases are considered to be insufficient. In the event the County does not wish to accept the adjusted costs and the matter can not be resolved to the satisfaction of the County, the Contract will be considered canceled on the scheduled expiration date.

- **2.28** <u>VENDOR DEFAULT</u>: Chatham County reserves the right, in case of vendor default, to procure the articles or services from other sources and hold the defaulting vendor responsible for any excess costs occasioned thereby.
- 2.29 <u>RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS OR REQUIREMENTS</u>: It is the responsibility of the prospective proposer to review the entire request for proposal (RFP) packet and to notify the Purchasing Department if the specifications are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the specifications or bidding procedures must be received in the Purchasing Division not less than one week prior to the time set for proposal opening.
- **2.30** <u>MERGERS:</u> If a selected firm is sold or merged with another investment organization, the County will consider the contract binding regardless of any name changes. If there is a conflict of interest, the County reserves the right to terminate said contract.
- 2.31 SECURITY AND IMMIGRATION COMPLIANCE ACT AND SYSTEMATIC ALIEN VERIFICATION FOR ENTITLEMENTS (SAVE): On July 1, 2008, the Georgia Security and Immigration Compliance Act (SB 529, Section 2) became effective. All contractors and subcontractors entering into a contract or performing work must sign an affidavit that he/she has used the E-Verify System. E- Verify is a no-cost federal employment verification system to insure employment eligibility. Affidavits are enclosed in this solicitation. You may download M-274 Handbook for Employers at http://www.dol.state.ga.us/spotlight/employment/rules. You may go to http://www.uscis.gov., to find the E-Verify information.

O.C.G.A. § 50-36-1, requires Georgia's cities to comply with the federal **Systematic Alien Verification for Entitlements (SAVE) Program**. SAVE is a federal program used to verify that applicants for certain "public benefits" are legally present in the United States. Contracts with the County are considered "public benefits." Therefore, the successful bidder will be required to provide the Affidavit Verifying Status for Chatham County Benefit Application prior to receiving any County contract.

- **2.32 PENDING LITIGATION:** Proposals will not be accepted from any company, firm, person, or party, parent subsidiary, against which Chatham County has an outstanding claim, or a financial dispute relating to prior contract performance. If the County, at any time, discovers such a dispute during any point of evaluation, the proposal will not be considered further.
- 2.33 <u>EVALUATION FACTORS</u>: Factors such as proponents overall capability, specialized experience, reputation, past performance on similar projects, technical competence, financial stability, ability to meet program goals, delivery under the contract terms, and fee schedule will be considered in the award recommendation. Commitment in the level of MBE/WBE firms, consultants and employees will also be considered in the evaluation of proposals.
- 2.34 <u>SELECTION PROCESS</u>: Proposals will be evaluated initially on the basis of the written document. Thus, the proposal must be complete, concise and clear as to the intent of the respondent. Further evaluation may include interviews with any or all proposers at the County's discretion.
- **2.35** All respondents must provide a statement of disclosure which will allow the County to evaluate possible conflicts of interest.
- **2.36** The County shall have sole discretion in evaluating both the responses and qualifications of the respondents.
- **2.37 <u>CONTRACT</u>:** The successful respondent will be expected to execute a contract within 30 days of notice to award. Upon award of the contract, the proponent shall be bound to deliver services on the terms and conditions of this document and any negotiations which may occur.
- 2.38 <u>PERFORMANCE AND APPROVAL OF SUB-CONSULTANTS</u>: The proponent will perform the project as an independent contractor and not as an agent or employee of the County. Joint ventures and sub-consultant arrangements are not prohibited; however, the proponent shall secure written permission from Chatham County before subcontracting any part of this service. Such permission should be obtained during the proposal evaluation stage. Proponents are encouraged to use local Minority/Woman Business Enterprises and are reminded of reporting requirements when utilizing these arrangements.
- **2.39** <u>CHANGES:</u> In the event a contract is awarded, the County may, at any time during the contract period, make changes within the general scope of the contract and its technical provisions. If any such change causes any increase or decrease in the proponent's cost of performing any part of the contract, whether changed or not changed by any such notice, an equitable adjustment shall be made in the contract prices, or in the time of performance, or in both. A written memorandum of such adjustment shall be made.

Any claim by the proponent for an equitable adjustment shall be supported by detailed cost and pricing data, which the County shall have the right to verify by audit of the proponent's records or, at the County's election, by other appropriate means. Any claim by the proponent for an equitable adjustment shall be made in writing and prior to proceeding with the additional services or capital investments. The County may accept and act upon claims made later if, in the County's sole discretion, circumstances justify so doing. Nothing in this clause shall excuse the proponent from proceeding with performance of this contract in accordance with its original terms and conditions and any approved changes.

- 2.40 <u>TERMINATION OF CONTRACT</u>: The County shall have the right to terminate any contract to be made hereunder for its convenience by giving the proponent written notice 60 days in advance of its election to do so and by specifying the effective date of such termination. The proponent shall be paid for services rendered and not in question or dispute through the effective date of such termination. Further, provided a contract is awarded, if a proponent shall fail to fulfill any of its obligations hereunder, the County may, by giving written notice to the proponent at issue, terminate the agreement with said proponent for such default. If this agreement is so terminated, the proponent shall be paid only for work satisfactorily completed.
- **2.41 ASSIGNMENT:** The Contractor shall not assign or transfer any interest of the contract without prior written consent of the County.
- 2.42 <u>PAYMENT AND PERFORMANCE BONDS</u>: County reserves the right to require a three month payment and performance bonds or other forms of surety satisfactory to the County Attorney

The undersigned proposer certifies that he/she has carefully read the preceding list of instructions and all other data applicable hereto and made a part of this invitation; and, further certifies that the prices shown in his/her proposal are in accordance with all documents contained in this Request for Proposals package, and that any exception taken thereto may disqualify his/her proposal.

This is to certify that I, the undersigned Proposer, have read the instructions to Proposer and agree to be bound by the provisions of the same.

This	day of	20
BY:		
	SIGNATURE	
	TITLE	
	COMPANY	
	ADDRESS	
	PHONE NO.	

### SECTION III SPECIFIC CONDITIONS

**3.1 DESCRIPTION AND OBJECTIVES:** Chatham County is seeking proposals from firms qualified and interested in providing food services for the inmates of the Chatham County Detention Center.

# 3.2 METHODOLOGY:

STEP ONE: ACCEPTANCE AND EVALUATION OF PROPOSALS: All technical requirements, unless otherwise specified, must be met by the proponent or such proposal will be disqualified as being non-responsive. Proposals that are deemed to be incomplete as to substance and content may be deemed non-responsive and excluded from the evaluation process.

The evaluation committee will make the selection of the firm which it believes is best qualified to provide the service, fee proposal and other qualitative factors considered. It is emphasized that the firm which offers the lowest fee proposal will not necessarily be the firm selected to provide the service. The selection will be made of that firm which provides the best proposal. "Best" is defined as the best combination of qualitative factors <u>and</u> fee proposal.

Each response to this RFP shall be subject to the same review and assessment process. Proposals will be evaluated and ranked on the basis of points awarded by a technical review panel. A description of the factors which will be analyzed, and the relative weight accorded each factor follows.

Proposals will be evaluated on the basis of factors 1 - 4.

	Evaluating Factor:	Points Possible:
1	<i>Experience and Capability:</i> Recent and past experience in providing Inmate Food Services to municipal agencies similar in size to Chatham County (preferably located within the Southeast Region of the US) with Scope of Service requirements similar to or the same as that requested by Chatham County. Demonstrates firm's financial capacity and stability to County Bonding, Insurance and Licensing requirements. Demonstrated ability to commence services within 30 days; Specialized experience of each Team Member; Current and projected service commitments, Computer support and report capacity; Location and availability of firm. Licensed to business in the State of Georgia. Additional information relevant to the firm's capacity.	30

2	<b>Project Understanding and Methodology:</b> Demonstrated understanding of the Scope of Service. Methodology and approach to work, Quality of Food Service Program; Strength of Project Team; Demonstrated Service Standards and Guidelines; Current knowledge and understanding of the American Correctional Association (ACA), the National Commission on Correctional Healthcare (NCCHC), and the Georgia Department of Corrections (GDOC) standards and guidelines; "Best Practices"; Operational Procedures and Policies; Demonstrated ability to meet the County's Goals; Provides Staffing Plan and Recruitment Policy; Provided and describes implementation/transition plan; Additional services to be provided to the County. Schedules and Attachments: Schedule A: Food Program/Menu Planning; Schedule B: Best Practices Policy; Schedule C: Program Staffing Policy	20
3	Minority/Women Business Enterprise Commitment	15
4	Fee Proposal	35

# STEP TWO - INTERVIEWS/PRESENTATIONS (TOTAL POINTS 30)

The evaluation committee <u>may</u> decide to conduct interviews with any or all firms. It is the sole responsibility of the evaluation committee to determine if interviews will be required. If interviews are conducted, the interviews will be scored and the points added to the total score.

- 3.3 <u>A "MANDATORY" ON SITE PRE-PROPOSAL CONFERENCE</u>: A pre-proposal conference will be conducted at <u>10:00 A.M., AUGUST 5, 2014, in</u> the Sheriff Complex Detention Center conference room, <u>1050 Carl Griffin, Savannah Georgia, 31405</u> to discuss specification and/or any misunderstandings that may arise. PLEASE ENTER THROUGH THE MAIN LOBBY. Representatives from Chatham County will be in attendance. There will be a tour of the facility immediately following the pre-proposal conference. *Any firm not represented at this "Mandatory pre-proposal conference will not be allowed to submit a proposal.*
- 3.4 <u>PROPOSAL DEADLINE:</u> The response to the Request for Proposals must be received by the Chatham County Purchasing Division no later than <u>5:00 P.M., AUGUST 19, 2014</u> (LOCAL TIME). Any proposal received after the time stipulated will be rejected and returned to the proponent. Proposals must be responsive to the General Conditions (Information and Instructions), Special Conditions, Technical Specifications, and any attachments.

The County may, for good and sufficient reason, extend the response deadline, in which case all potential proponents will receive an addendum setting forth the new date and time.

- **3.5** <u>WITHDRAWAL OF PROPOSAL:</u> Your proposal may be withdrawn by written request received by the County before the time fixed for receipt of proposals. Withdrawal of your proposal will not prejudice the right of the proponent to submit a new proposal, providing the latter is received timely as provided herein.
- **3.6 CONFIDENTIALITY OF DOCUMENTS:** Upon receipt of a proposal by the County the proposal shall become the property of the County without compensation to the proponent, for disposition or usage by the County at its discretion. The particulars of the proposal documents will remain confidential until final award of the contract. Only final points and

ranking of proposals will be openly disclosed prior to approval by the Board of Commissioners.

- **3.7 FORMAT OF RESPONSES:** To be considered, proponents must submit a complete response to the Request for Proposals. To assure a uniform review process and obtain the maximum degree of comparability, each proposal shall include the following content and shall be presented in the following order:
  - A. Executive Summary
  - B. Business Profile
  - C. Experience and Capability
  - D. Project Understanding and Methodology
  - E. Required Attachments and Schedules including MWBE participation/approach
  - F. Fee Proposal

**INTRODUCTION/EXECUTIVE SUMMARY:** (Section A) The Executive Summary of the Proposal shall be limited to three (3) single-spaces typewritten pages. The purpose of the Executive Summary is to provide a high-level description of the offeror's ability to meet the requirements of the RFP.

**BUSINESS PROFILE: (Section B)** State the full name, address, and telephone number of your organization and include:

- A. <u>Organization:</u> The name, title, address, and telephone number of the person(s) who will be assigned to perform the service of the proposal. Provide a complete organizational chart listing the names and resumes' of the individuals that will be directly involved in providing the service.
  - Indicate whether you operate as a sole proprietorship, individual, partnership, or corporation and the State in which you're firm in incorporated or licensed to operate.
  - As applicable, provide the name of the branch office or other subordinate element that will perform of assist in performing the services described herein.
- B. <u>Resumes of Key Personnel</u>: Resumes/credentials of the person(s) who will perform the services required and state how long they been in your firm. For each key staff person that will participate in the program, attach a resume. Highlight key and relevant experience. Credentials may be subject to verification.

**EXPERIENCE AND CAPABILITY**: (Section C) In this section, describe the firm's experience and capability. Address the following:

A. <u>Experience</u>: Describe your firm's specialized experience in providing inmate food services to governmental agencies (preferably located within the Southeast region of the United States) with scope of service requirements that are similar to or the same as that requested by Chatham County.

- B. <u>Financial Capability:</u> Provide documentation that will allow the County to determine that your firm has sufficient resources and the financial stability to perform the services requested. Approved documentation includes copies of the firm's annual (Audited) Financial Reports and/or irrevocable letters of credit.
- C. <u>Client References:</u> Provide a list of five (5) current and past clients of similar size and scope of services, that your firm has provided inmate food services to within the past five (5) years. Include a brief description of the services, equipment, and staff provided, daily average inmate population, number of meals provided daily, date(s) of service, client name, and the name, address and phone number of the contract representative. Chatham County reserves the right to contract any reference provided.
- D. <u>Litigation History:</u> Provide details of any federal, state or local government regulatory investigations, findings, actions or complaints that your firm and/or any organization affiliated with your firm, has received within the past three (3) years. If the issue(s) have been resolved, state the corrective action taken.
- E. <u>Current Service Commitments/Responsibilities</u>: State what existing contractual agreements that your firm currently has and identify the responsibilities and time (%) that each proposed team member will need to dedicate to those agreements.

**PROJECT UNDERSTANDING AND METHODOLOGY: (Section D)** Discuss the approach to rendering the required services. Any special techniques, strategies and capabilities should be discussed here. A detailed statement to demonstrate the offerors' understanding of the Scope of Services described further in this RFP. The statement shall include but not necessarily be limited to the offerors' proposed organizational structure and procedures to provide the required services, expectations regarding the County's responsibilities and contributions under the contract, any limitations in delivering all the required services, any potential problem areas that might impede the successful implementation of the contract, special services and techniques that your firm will offer that differentiates your proposal from any other, Minority and Local outreach, and any other information not specifically required elsewhere in this RFP but considered pertinent by the offeror. Include the following:

- A. How your project team will approach the program and its working relationship with others as a "Team Member".
- B. How your project team can translate the methodology you propose to meet the County's goals, interact with others outside of the team who are involved in the program and relevance of approach to the County's intend and needs. (Be specific about how your team will work with County staff).

- C. Provide detailed information about your past experience with minority participation and how that experience will provide you with the basis for how you plan to involve local minority participation to comply with the County M/WBE requirements.
- D. Provide detailed plans for each step that your firm will take to assume management control and describe your firm's commitment to staff, personnel and resources required to develop a responsive management structure. Include a statement which describes your firm's management philosophy.
- E. Describe your firm's ability to provide assistance in short and long-range planning of the facility and its services. Include a special personnel (if any) that will be available to provide technical assistance to the local staff and County personnel.
- F. Describe what cost savings programs or what measures will be implemented within the short-range (12 to 18 months) and long range term of the contract. Please note that all personnel adjustments and/or assignments must comply with minimal staffing requirements.
- G. Describe your firm's procedures for recruiting replacement personnel and/or your firm's capacity to assign additional personnel to meet County requirements.
- H. Describe your firm's current turnover rate for management and nonmanagement employees.
- I. Describe the method or process that be utilized by your firm, County staff and Inmate population to evaluate the Food Services provided and "how" it will be used to improve customer satisfaction.
- J. Provide the names, address, and telephone numbers of at least five (5) references who are in a position to evaluate your firm's quality of service.
- K. Describe your firm's policy and procedure for conducting background checks, for criminal records and drug use, on each of your employees.
- L. Provide a signed and notarized statement certifying that your firm complies with all applicable Federal and State employment laws.
- M. Provide the names and resumes of the person(s) who will serve as the firm's Food Service Manager on a resulting contract. Please Note: Food Service Manager and all Food Service Personnel assigned to contract will be required to undergo a background investigation and drug test <u>prior to reporting to work at and/or providing services at the Chatham County Detention Center.</u>

- N. Provide the name of the ADA registered dietician that will be assigned to the resulting contract and attach resume' describing their experience in planning jail facility menus and special diet menus.
- O. Describe your firm's knowledge of and experience with the American Correctional Association (ACA) and the National Commission on Correctional Healthcare (NCCHC) Certification Program requirements and compliance with the Georgia Department of Corrections (GDOC) standards and guidelines for Food Services.

# **REQUIRED SCHEDULES AND ATTACHMENTS:** (Section E)

### Schedule A: Food program/Menu Planning:

- A. Provide a description or illustration of typical menu for a minimum period of 4 weeks and describe or illustrate "how" the food on this menu will be presented at a meal serving. Attach a nutritional analysis for the menu submitted.
- B. Provide a description or illustration of "what" your firm would serve for a special event and/or holiday (i.e. Thanksgiving, Christmas).
- C. Describe your firm's expectations and/or Best practice policy to assure employees meet minimum appearance, cooperation and productivity level(s).
- D. Describe your firm's best practice policy to ensure that all meals are served as scheduled.
- E. Describe your firm's best practice policy to ensure compliance with all sanitation requirements.
- F. Describe your firm's best practice policy for investigating and resolving complaints from inmate population concerning the Food Service Program.
- G. Describe your firm's best practice policy for ensuring continuous services in emergency and natural disaster (i.e. hurricanes) situations. Chatham County will provide the successful firm with a copy of the facility contingency emergency plan upon contract award.

### Schedule B. Best Practices Policy:

- A. Describe your firm's policy to adapt and comply with the County's mission, goals, objectives, policies, procedures and practices.
- B. Describe your firm's understanding of the role in and importance of contributing to the County's mission, goals and objectives.

C. Describe how our firm will respond to "special need" food service requirements.

# Schedule C: Program Staffing Policy:

- A. Adequate staffing is essential in guaranteeing an effective and efficient Food Service operation. Proposer is required to provide, at a minimum, three(3) Full time equivalent (FTE) foods service workers per meal, and one (1) staff member dedicated to handling administrative functions ( i.e. phone call, clerical requirements, general office work, etc.). The three full time (FTE) food service positions will be split with two (2) full time equivalent (FTE) staff members to be provided for the main inmate kitchen and one (1) full time equivalent (FTE) for the plating kitchen. The three (3) full time equivalent (FTE) staff members will be required to supervise inmate workers in the preparation and serving of meals for the main inmate kitchen and the plating kitchen. Attach a copy of your firm's staffing plan.
  - B. Describe how your firm's policy for addressing and maintaining cleanliness in the food service areas.

**Other Relevant Facts/Information** –Also include In this section, copies of any and all required solicitation signature pages and attachments, a statement of disclosure which will allow the County to evaluate any possible conflicts of interest, firm references (if applicable), and any other information not specified elsewhere that is considered pertinent by the firm.

<u>MBE/WBE/Local Participation</u> – Indicate past effort for local minority outreach and any current ongoing activities. Indicate proposed level of involvement for this project.

**<u>FEE PROPOSAL</u>: (Section F)** –Provide your fee on the fee proposal form included. All fees will based on a fixed meal fee. Fees provided must be all inclusive and cover any item which may normally be regarded at reimbursable. FEE PROPOSAL SHALL INCLUDE ANY PRICE ADJUSTMENTS FOR YEARS TWO (2) THROUGH FIVE (5) OF THE CONTRACT TERM.

- **3.8** <u>COMPENSATION:</u> The County has attempted to provide as much information about the project as possible to enable firms to structure the most cost effective offer. Compensation schedule shall be provided on the Fee Proposal page in Section V.
- **3.9** <u>COST TO PREPARE RESPONSES</u>: The County assumes no responsibility or obligation to the respondents and will make no payment for any costs associated with the preparation or submission of the proposal.

Chatham County may, as it deems necessary, conduct discussions with responsible offerors determined to be reasonably susceptible of being selected for award for the purpose of clarification to assure full understanding of, and responsiveness to solicitation requirements.

#### **3.10** MINIMUM CRITERIA USED TO DETERMINE RESPONSIBILITY OF EACH OFFEROR: The following criteria will be used, as a minimum, to determine the responsibility of each

Offeror:

- A. Does the Offeror demonstrate an understanding of the County's needs and proposed approach to the project?
- B. Does the Offeror possess the ability, capacity, skill, and financial resources to provide the service?
- C. Can the respondent take upon himself the responsibilities set forth in the RFP and the resultant contract and produce the required outcomes in a timely manner?
- D. Does the Offeror have the character, integrity, reputation, judgment, experience and efficiency required by the contract?
- E. Has the Offeror performed satisfactorily in previous contracts of similar size and scope; or if the prime contractor has not performed a contract of similar size and scope, has it, and/or it's team members otherwise demonstrated its capability to perform the contract that the County seeks to establish through this RFP?
- F. Does the Offeror propose to perform the work at a fair and reasonable cost?
- G. Has the Offeror declared bankruptcy within the past 10 years?
- **3.11** <u>EQUAL EMPLOYMENT OPPORTUNITY:</u> During the performance of this contract, the CONTRACTOR agrees as follows:

The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, age, national origin, place of birth, physical handicap, or martial status.

### SECTION IV SCOPE OF SERVICES

- 4.1 **BACKGROUND AND OBJECTIVES:** The purpose of this Request for Proposals (RFP) is to solicit proposals from qualified firms interested in providing food service to the inmates of the Chatham County Detention Center. The Chatham County Sheriff is responsible for the operation and supervision of the Chatham County Detention Center. The average daily inmate population is a range of 1500-1650. The average daily inmate population has occasionally in the past, reached an all time high of 1980. On June 23, 2006, the Board of Commissioners awarded an annual contract to ABL Food Management, Inc. of Baton Rouge, LA, to provide inmate food services. On January 24, 2011, the Board of Commissioner approved extending the contract. The current contract will expire on November 22, 2014. The current price paid per meal is <u>\$.766 per meal</u>.
- **4.2 SCOPE OF SERVICES**: The successful Food Service Provider shall be the sole provider/and or coordinator of Food Service at the Chatham County Detention Center. The successful Food Service Provider will be required to deliver high quality food service that can be audited against established standards, in a cost effective manner, with full reporting and accountability to the Chatham County Sheriff's Department. The Food Service Provider shall maintain an open and cooperative relationship with the administration and staff of the Sheriff's Department.
  - 4.2.1 The successful Food Service Provider will be responsible for every facet of the food service program and will conduct said program in accordance with recognized standard, laws, ordinances, rules and regulations of Federal, State and Local Authorities, as applicable. The Food Service Program will also comply with All American Correctional Association (ACA), National Commission on Correctional Healthcare (NCCHC), and Georgia Department of Corrections (GDOC) standards and guidelines.
  - 4.2.2 The successful Food Service Provider will provide the names of all employees assigned to work in the food service program of the Chatham County Jail to the Jail Administrator or designee for a criminal background record check. The successful Food Service Provider is also required to provide a certified medical certificate state that each proposed employee is free from communicable diseases. No employee will be allowed to work in the facility without first being checked for a criminal record and/or without the submittal of a medical certificate.
  - 4.2.3 The successful Food Service Provider will be responsible for the procurement, receiving, handling and storage of all food and food related items and supplies necessary for the food service program. The successful Food Service Provider shall put forth his best effort to purchase such items and supplies from local vendors. Chatham County furnishes all styrofoam products and general maintenance equipment (i.e., brooms, mops and buckets.) Service Provider is required to furnish all chemical products.
  - 4.2.4 The successful Food Service Provider will be responsible, with the use of inmate labor, for the sanitation and hygiene of the food service areas and related equipment. The successful Food Service Provider will also be responsible for the procurement,

receiving, handling and storage of the cleaning supplies necessary to carry out this obligation. Chatham County currently provides two shifts of 20-22 inmates to assist the Service Provider.

4.2.5 The successful Food Service Provider will guarantee that all meals served will adhere to the sample menus (including diet menus) contained in the proposal submittal. All menus will be approved by a registered dietician, and copies of such approved menus will be posted by the successful Food Service Provider in the living unit of the Jail facility. The successful Food Service Provider's supervisory personnel will be familiar with all aspects of menu preparation including those for special diets. Any necessary changes or modifications to the menus must first be approved by a registered dietician and submitted by the Food Service Provider to the Jail Administrator or his designee for final approval prior to the implementation of the change or modification.

Current food program statistical information is as follows:

Average 60-80 inmates per day
Average 45-56 daily
Average 20 daily
Average 50 daily

- 4.2.6 The Food Service Provider will serve at a minimum three (3) meals a day, two hot and one cold. Emergency procedures will drop to two (2) meals a day one must be a hot meal, and with the same caloric intake.
- 4.2.7 The Food Service Provider will only charge for actual meals served to facility inmates. Meals may be served to staff based upon prearranged cost agreeable to the Food Service Provider and the Sheriff's Office/Detention Center. Meals provided for staff members shall be separate from the main inmate kitchen with a separate menu. Staff meals will be prepared in the plating kitchen. Staff meals will consist of two (2) meals per day; breakfast and lunch that serves 60-80 staff and will be charged at the current contract rate. The current Service Provider provides staff meals at no additional charge. All meals shall be in accordance with the approved menus. Meals served and charged to any other individuals or groups must have prior approval of the Jail Administrator or his/her designee.

Headcount Notification:

Breakfast	Provided by 3:30 am
Lunch	Provided at breakfast
Dinner	Provided at 3:00 pm

- 4.2.8 Chatham County reserves the right to search any employee(s) of the Food Service Provider. The Food Service Provider is required to provide all food service personnel with training in the areas of security, fire control, and jail operational procedures. The Food Service Provider must also stipulate that any assistance provided by any inmates/trustee will be strictly voluntary and it will have not impact or in any way affect the Food Service Provider's responsibilities under this contract.
- 4.2.9 The successful Food Service Provider is required to assure that all utensils, tools or

other sharp metal objects will be housed in a locked cabinet when not in use, and that he/she will maintain a daily control log of all such item. This log must be available for inspection at all times.

- 4.2.10 The successful Food Service Provider will designate an employee(s) who will be responsible for checking out jail kitchen keys from the Control room daily and will assure that designated employee(s) will hold such keys in their possession at all times, and that the designated employee(s) will return the keys to the Control Room at the conclusion of all food service activities each day prior to the release of any food service personnel from the facility.
- 4.2.11 The successful Food Service Provider is required to check, at every meal, each food service cart leaving the kitchen to insure that proper portions, quality and temperature levels are maintained.
- 4.2.12 The successful Food Service Provider is required to inspect the kitchen facilities at **least twice daily** to assure that all safety and sanitation standards are maintained. Inspection frequency will only be changed if approved by the Jail Administrator or his designee. The County provides maintenance on all the equipment but if there is negligence and damage to the equipment the Contractor will be held responsible.
- 4.2.13 Chatham County provides all kitchen appliances, equipment, trays, cups, utensils, pots, pans, small ware etc. and is responsible for replacements accordingly. The successful Food Service Provider will maintain all utensils, equipment, storage areas, general working and office areas of the kitchen in a clean and sanitized state.
- 4.2.14 The successful Food Service Provider is required to maintain a temperature log on kitchen equipment at all times as follows:
  - A. <u>Dishwashing machine –</u> record temperature once daily at different times for wash and rinse water.
  - B. <u>Freezer</u> record temperature once daily at different times. The cubic footage of each freezer is as follows:
    - 1. Freezer No. 2 2,100 cubic feet
    - 2. Freezer No. 4 560 cubic feet
    - 3. Freezer No. 10 4,284 cubic feet
    - 4. Freezer Plating Kitchen 768 cubic feet
  - C. <u>Cooler record temperature only once daily at different time.</u> The cubic footage of each cooler is as follows:
    - 1. Cooler No. 1 2,100 cubic feet
    - 2. Cooler No. 3 2,100 cubic feet
    - 3. Cooler No. 5 630 cubic feet
    - 4. Cooler No. 6 539 cubic feet
    - 5. Cooler No. 7 560 cubic feet
    - 6. Cooler No. 8 560 cubic feet

- 7. Cooler No. 9 3,276 cubic feet
- 4.2.15 The successful Food Service Provider is required to adhere to following schedules established by the Jail Administrator:
  - A. Opening and closing of kitchen and dining area.
  - B. Meal Schedules
  - C. Loading and counting food trays
  - D. Return of food trays
- 4.2.16 The Food Service Provider is required to provide a daily menu of at least 2800 calories (except for diet menus) per day per inmate.
- 4.2.17 The Food Service Provider will supplement the basic 2800 calorie daily menu with approved government food commodities.
- 4.2.18 The Food Service Provider will submit a monthly invoice for the actual number of meals served each month by the 5<sup>th</sup> of each following month. All invoices and required documents will be submitted to the Jail Administrator. Will only pay monthly.
- 4.2.19 The Food Service Provider will maintain all logs stated herein and acknowledges that all logs can be held open for inspection and/or review by the County. In addition, all other purchase agreements and invoices that are related to any contract with the County must be open to inspection and/or review by the County.
- 4.2.20 The Food Service Provider will be required to arrange and schedule a minimum of four meetings per year, with the Jail Administrator and Executive/supervisory staff members of the Food Service Provider's firm, for food service program review and critique. The Food Service Provider will also be required to assist in "unscheduled" visits by a registered dietician to verify the quality and nutritional value of all meals served.
- 4.2.21 The Food Service Provider is required to notify the jail Administrator, at least two weeks in advance, of any managerial changes which could affect the food service program.
- **4.3** <u>SECURITY REQUIREMENTS</u>: The primary responsibility for inmate custody and security within the facility rests with the Staff of the Chatham County Sheriff's Department whose decision(s) concerning safety and security issues will be considered as "final". The provider will be responsible for securing all materials and equipment in job site work area, which in the hands of an inmate could be considered as contraband or could present a danger to staff or inmates. On these matters of mutual concern, Sheriff's Department staff will support, assist and cooperate with the Provider, and likewise the Provider will support, assist and cooperate with Sheriff's Department staff in decisions related to safety and security.</u>

#### SECTION V COST PROPOSAL RFP14-0072-3 INMATE FOOD SERVICES FOR THE CHATHAM COUNTY DETENTION CENTER

### **BASIS FOR FEE PROPOSAL (PRICING):**

All fees will be based on a cost per meal to provide the Food Services requested herein. Fees will be "All Inclusive" and will include all insurance, bonding, materials, labor, licensing, administrative costs, per diem, travel, etc. Fees must be all inclusive and cover any item which may normally be regarded as reimbursable.

I have read and understand the requirements of this proposal, **RFP #14-0072-3** and agree to provide the required services in accordance with this proposal, and all other attachments, exhibits, etc. I understand that the County will not be responsible for the reimbursement of any costs not specifically set forth in this proposal. In addition, the County reserves the right to accept any part or all of the fee schedule and to negotiate any charges contained herein unless qualified otherwise.

PROPOSAL
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YEAR ONE:	\$ COST PER MEAL
YEAR TWO:	\$ COST PER MEAL
YEAR THREE:	\$ COST PER MEAL
YEAR FOUR:	\$ COST PER MEAL
YEAR FIVE	\$ COST PER MEAL

\* Price is all inclusive (labor, travel, per diem, insurance, etc.)

### ALL FIRMS REQUESTING TO DO BUSINESS WITH CHATHAM COUNTY MUST REGISTER ON-LINE AT HTTP://PURCHASING.CHATHAMCOUNTY.ORG.

This\_\_\_\_\_ day of\_\_\_\_\_\_ 20 \_\_\_\_.

BY:\_\_\_\_\_

SIGNATURE

TITLE

COMPANY

ADDRESS

PHONE NO.

# ATTACHMENT "A"

# DRUG FREE WORKPLACE CERTIFICATION

The undersigned certifies that the provisions of Code Sections 50-24-1 through 50-24-6 of the Official Code to Georgia Annotated, related to the Drug Free Workplace have been complied with in full.

- 1. A drug-free workplace will be provided for the employees during the performance of the contract; and;
- 2. Each sub-contractor under the direction of the Contractor shall secure the following written certification:

(Contractor) certifies to Chatham County that a

drug-free workplace will be provided for the employees during the performance of this contract

known as **INMATE FOOD SERVICES** pursuant to paragraph (7), of subsection (B)

of Code Section 50-24-3. Also, the undersigned further certifies that he/she will not engage in

the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled

substance or marijuana during the performance of the contract.

CONTRACTOR:

DATE:

NOTARY:

DATE:

# ATTACHMENT "B"

# **PROMISE OF NON-DISCRIMINATION STATEMENT**

(herein after "Company") in consideration of the privilege to bid/or propose on the following Chatham

County project procurement (INMATE FOOD SERVICES), hereby consent, covenant and

agree as follows:

- 1. No person shall be excluded from participation in, denied the benefit of or otherwise discriminated against on the basis of race, color, national origin or gender in connection with the bid submitted to Chatham County or the performance of the contract resulting therefrom;
- 2. That it is and shall be the policy of this Company to provide equal opportunity to all business persons seeking to contract or otherwise interested with the Company, including those companies owned and controlled by racial minorities, and women;
- 3. In connection herewith, I (We) acknowledge and warrant that this Company has been made aware of, understands and agrees to take affirmative action to provide minority and women owned companies with the maximum practicable opportunities to do business with this Company on this contract;
- 4. That the promises of non-discrimination as made and set forth herein shall be continuing throughout the duration of this contract with Chatham County;
- 5. That the promises of non-discrimination as made and set forth herein shall be and are hereby deemed to be made a part of and incorporated by reference in the contract which this Company may be awarded;
- 6. That the failure of this Company to satisfactorily discharge any of the promises of nondiscrimination as made and set forth above may constitute a material breach of contract entitling the County to declare the contract in default and to exercise appropriate remedies including but not limited to termination of the contract.

Signature

Date

# ATTACHMENT C

# DISCLOSURE OF RESPONSIBILITY STATEMENT

Failure to complete and return this information will result in your bid/offer/proposal being disqualified from further competition as non-responsive.

- 1. List any convictions of any person, subsidiary, or affiliate of the company, arising out of obtaining, or attempting to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract.
- 2. List any indictments or convictions of any person, subsidiary, or affiliate of this company for offenses such as embezzlement, theft, fraudulent schemes, etc. or any other offenses indicating a lack of business integrity or business honesty which affects the responsibility of the contractor.
- 3. List any convictions or civil judgments under states or federal antitrust statutes.
- 4. List any violations of contract provisions such as knowingly (without good cause) to perform or unsatisfactory performance, in accordance with the specifications of a contract.
- 5. List any prior suspensions or debarments by any governmental agency.
- 6. List any contracts not completed on time.
- 7. List any penalties imposed for time delays and/or quality of materials and workmanship.
- 8. List any documented violations of federal or any state labor laws, regulations, or standards, occupational safety and health rules.

l,	Name of individual	as Title & Authority
of	, de	
Comp	pany Name	
the ab	bove statements, including any supplem	nental responses attached hereto, are true
	Signature	
	State of	
	County of	
	Subscribed and sworn to before me of	n this day of
	20 by r	epresenting him/herself to be
	of the compa	any named herein.
		Notary Public
	My	Commission expires:
	Res	sident State:

DPC Form #45

# ATTACHED D



# Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1)

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of <u>CHATHAM COUNTY</u> has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Contractor

Name of Project

Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on \_\_\_\_\_, \_\_\_, 20\_\_ in \_\_\_\_\_(city), \_\_\_\_\_(state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_,20\_\_.

NOTARY PUBLIC

My Commission Expires:

# Subcontractor Affidavit under O.C.G.A. § 13-10-91(b)(3)

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with (name of contractor) on behalf of (name of public employer) has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five business days of receipt. If the undersigned subcontractor receives notice that a sub-subcontractor has received an affidavit from any other contracted sub-subcontractor, the undersigned subcontractor must forward, within five business days of receipt, a copy of the notice to the contractor. Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Subcontractor

Name of Project

Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on \_\_\_\_\_, \_\_\_, 20\_\_ in \_\_\_\_\_(city), \_\_\_\_\_(state)\_\_\_\_\_.

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_.

NOTARY PUBLIC

My Commission Expires:

# ATTACHMENT E

### Systematic Alien Verification for Entitlements (SAVE) Affidavit Verifying Status for Chatham County Benefit Application

By executing this affidavit under oath, as an applicant for a Chatham County, Georgia Business License or Occupation Tax Certificate, Alcohol License, Taxi Permit, Contract or other public benefit as reference in O.C.G.A. Section 50-36-1, I am stating the following with respect to my bid for a Chatham County contract for \_\_\_\_\_\_. [Name of natural person applying on behalf of individual, business, corporation, partnership, or other private entity]

1.) \_\_\_\_\_ I am a citizen of the United States.

OR

- 2.) \_\_\_\_\_ I am a legal permanent resident 18 years of age or older. OR
- 3.) \_\_\_\_\_ I am an otherwise qualified alien (8 § USC 1641) or non-immigrant under the Federal Immigration and Nationality Act (8 USC 1101 *et seq.*) 18 years of age or older and lawfully present in the United States.\*

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of Code Section 16-10-20 of the Official Code of Georgia.

Signature of Applicant: Date

Printed Name:

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE \_\_\_\_\_DAY OF \_\_\_\_\_, 20\_\_\_\_

Alien Registration number for non-citizens.

Notary Public

My Commission Expires:

# ATTACHMENT F

### BIDDER'S CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

The undersigned certifies, by submission of this proposal or acceptance of this contract, that neither Contractor nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntary excluded from participation in this transaction by any Federal department or agency, State of Georgia, Chatham County City of Savannah, Board of Education of local municipality. Bidder agrees that by submitting this proposal that Bidder will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the Bidder or any lower tier participant is unable to certify to this statement, that participant shall attach an explanation to this document.

Bidder must verify Sub-Tier Contractors and Suppliers are not debarred, suspended, ineligible, pending County litigation or pending actions from any of the above government entities.

Certification – the above information is true and complete to the best of my knowledge and belief.

(Printed or typed Name of Signatory)

(Signature)

(Date)

**NOTE:** The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001

END OF DOCUMENT Mod. CC P & C 6/2005

# ATTACHMENT G

#### Chatham County Minority and Women Business Enterprise Program M/WBE Participation Report

Name of Bidder:\_\_\_\_\_

Name of Project:	Bid No:

M/WBE Firm	Type of Work	Contact Person/ Phone #	City, State	%	MBE or WBE

MBE Total\_\_\_\_% WBE Total\_\_\_\_% M/WBE Combined\_\_\_\_%

The undersigned should enter into a formal agreement with M/WBE Contractor identified herein for work listed in this schedule conditioned upon execution of contract with the Chatham County Board of Commissioners.

Signature	Print
Phone ( )	_ Fax_()

# ATTACHMENT H

### AFFIDAVIT REGARDING LOBBYING

Each Bidder/Proposer and all proposed team members and subcontractors must sign this affidavit and the Bidder/Proposer shall submit the affidavits with their proposal confirming that there has been no contact with public officials or management staff for the purpose of influencing award of the contract. Furthermore, each individual certifies that there will be no contact with any public official prior to contract award for the purpose of influencing contract award.

The undersigned further certifies that no team member or individual has been hired or placed on the team in order to influence award of the contract. All team members are performing a commercially useful function on the project.

Failure to provide signed affidavits from all team members with your response may be cause to consider your bid/proposal non-responsive.

BY: Authorized	Officer o	r Agent
----------------	-----------	---------

Title of Authorized Officer or Agent

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_.

Notary Public My Commission Expires:

My Commission expires:

Resident State: \_\_\_\_\_

Date

# LEGAL NOTICE

# CC NO. <u>165827</u>

Chatham County, Georgia seeking proposal from responsive and qualified firms that will provide services associated with <u>"INMATE FOOD SERVICES FOR THE CHATHAM COUNTY</u> <u>DETENTION CENTER RFP# 14-0072-3.</u>

<u>A MANDATORY ON-SITE PRE-PROPOSAL CONFERENCE</u>: will be conducted at <u>10:00 A.M.,</u> <u>AUGUST 5, 2014</u>, in the Chatham County Detention Center Conference Room, 1050 Carl Griffin Drive, Savannah, Georgia 31405, to discuss specifications and/or any misunderstandings that may arise. Representatives from Chatham County will be in attendance.

**Proposals are due by 5:00 P.M., AUGUST 19, 2014** and must be mailed or hand delivered to the Chatham County Purchasing Office, 1117 Eisenhower Drive, Suite C, Savannah, Georgia, 31406.

Specifications can be downloaded from the County's website at

http://purchasing.chathamcounty.org\_and are available in Chatham County Purchasing Office, at the address listed above. For additional information concerning specifications, please contact Ms. Victoria D. Godlock, CPPB, MPA, Procurement Specialist, at (912) 790-1624. Bidders are not to contact a department directly. All firms requesting to do business with Chatham County must also register on line at <a href="http://purchasing.chathamcounty.org">http://purchasing.chathamcounty.org</a>.

CHATHAM COUNTY RESERVES THE RIGHT TO REJECT ANY/AND ALL BIDS AND TO WAIVE ALL FORMALITIES. "CHATHAM COUNTY IS AN EQUAL OPPORTUNITY EMPLOYER, M/F/H, ALL BIDDERS ARE TO BE EQUAL OPPORTUNITY EMPLOYERS".

> MARGARET H. JOYNER, PURCHASING AGENT CHATHAM COUNTY, GEORGIA

Savannah News- INSERT: 24 JULY 14