



## **REQUEST FOR PROPOSALS**

**RFP 19-0516**

### **INMATE FOOD SERVICES FOR FLOYD COUNTY JAIL AND PRISON**

**FLOYD COUNTY BOARD OF COMMISSIONERS  
ISSUE DATE: APRIL 18, 2019**

**DATE OF OPENING:  
MAY 16, 2019**

REQUEST FOR PROPOSAL  
19-0516

TO: INTERESTED SUPPLIERS

FROM: Bill Gilliland, Purchasing Director

DATE: April 18, 2019

SUBJECT: Floyd County Jail and Floyd County Prison - Inmate Food Service

You are invited to submit a Competitive Sealed Proposal to provide Inmate Food Service for the Floyd County Jail and the Floyd County Prison/Work Release.

Attached are the general conditions, standard instructions, proposal scope of services, and proposal form.

**One (1) marked original, five (5) bound copies and one electronic copy (divided into three (3) files TECHNICAL, FINANCIAL AND PRICE) on CD or thumb drive of the Proposal response is to be submitted for committee review and scoring purposes. Proposals are to be sealed, marked with the proposer's name and address and labeled:**

**Proposal :Floyd County Jail and Floyd County Prison - Inmate Food Services**  
**delivered no later than 3:00PM Thursday, May 16, 2019 local time to:**

**FLOYD COUNTY BOARD OF COMMISSIONERS  
ATTN: PURCHASING DEPARTMENT  
12 East Fourth Ave, Suite 106  
Rome, Ga. 30161**

**MANDATORY Pre-bid with site visit and walk through has been scheduled for 10:00 am Thursday, April 25, 2019 at the Floyd County Corrections 329 Blacks Bluff Rd., Rome, Georgia 30161, and the Floyd County Jail, 2526 New Calhoun Hwy, Rome, Georgia 30161 at 12:00 pm, April 25, 2019. Interested parties will meet in the lobby at each location.**

Any inquiries concerning this proposal should be made ONLY to the Floyd County Purchasing Office via email: [gillilandb@floydcountyga.org](mailto:gillilandb@floydcountyga.org) .

Unauthorized contact with members of the Board of Commissioners of Floyd County, County employees or county representatives, by a firm or a firm's representative concerning this proposal may result in the disqualification of the firm.

**GENERAL CONDITIONS:**

No proposals received after said time or at any place other than the time and place as stated in the notice shall be considered. No responsibility shall attach to Floyd County for the premature opening of a proposal not properly addressed and identified.

**WITHDRAWAL OF PROPOSAL:**

The firm may withdraw his proposal before 3:00PM Thursday, May 16, 2019 local time, without prejudice to the firm, by submitting a written request of withdrawal to The Floyd County Purchasing Department. [gillilandb@floydcountyga.org](mailto:gillilandb@floydcountyga.org)

**REJECTION OF PROPOSAL:**

Floyd County may reject any and all proposals, and must reject a proposal of any party who has been delinquent or unfaithful in any formal contract with Floyd County. Also, the right is reserved to waive any irregularities or informalities in any proposal in the review procedure. Floyd County shall be the sole judge as to which proposal is best, and in ascertaining this, will take into consideration the business integrity, financial resources, facilities for performing the work, and experience in similar operations of the various proposers.

**STATEMENT OF EXPERIENCE AND QUALIFICATIONS:**

The firm may be required, upon request, to prove to the satisfaction of Floyd County that he/she has the skill and experience and the necessary facilities and ample financial resources to perform the contract(s) in a satisfactory manner and within the required time. If the available evidence of competency of any firm is not satisfactory, the proposal of such firm may be rejected. The successful firm is required to comply with and abide by all applicable federal and state laws in effect at the time the contract is awarded.

**NON-COLLUSION AFFIDAVIT:**

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

**INTEREST OF:**

By submitting a proposal, the firm represents and warrants that neither a Commissioner, Administrator, employee nor any other person employed by Floyd County, 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.

**DOCUMENTS DEEMED PART OF THE CONTRACT:**

The notice, invitation to firms, general conditions, and instructions for submitting firms, special conditions, specifications, proposal, and addenda, if any, will be deemed part of the contract.

**Floyd County Prison/Work Release and Jail**

**REQUEST FOR PROPOSAL – FOOD SERVICE**

**I. INTRODUCTION**

Floyd County, Georgia is requesting proposals for the provision of food service, to include inmate and staff feeding seven days per week, and to be able to provide support services for an inmate population of approximately 440 inmates at the Floyd County Prison and Work Release Center, and 20 staff members. The Floyd County Jail has approximately 650 inmates plus staff.

**Prison-440 inmates**

**Jail-650 inmates**

**Work Release-included in total inmates.**

**Staff--85**

**Staff collectively at both locations-105**

**II. OBJECTIVES OF RFP**

The purpose of this Request for Proposal is to solicit, from qualified providers, proposals to operate the food services at the Floyd County Jail and Prison/Work Release locations. Should Floyd County determine the management of the food service at the Jail/ Prison/Work release to be in the best interest of the County, a contract between the successful firm and Floyd County will include the following objectives:

- A. Deliver high quality food service, in accordance with industry standards. Food and food services will meet and/or exceed all applicable federal, state, and local guidelines, laws and regulations, as well as the guidelines prescribed by the American Correctional Association (ACA).
- B. Operate the food service program using commercial, corporate or institutionally experienced and professionally trained food service personnel.
- C. Operate the food service program in a proficient and cost effective manner.
- D. Maintain an open, collaborative relationship with the administration and staff of The Floyd Jail/ Prison/Work Release and other county offices.
- E. Offer a comprehensive program for continuing and progressive training for contract, prison staff and inmate labor assigned to support the Jail/Prison/Work Release food service program.

### III. PROPOSAL PROCESS

A. The following is a schedule of events concerning the bid process:

Distribution of the RFP:	April 18, 2019
Pre-bid & Walk Through:	Jail – April 25, 2019 @ 12:00pm April 25, 2019, Prison/Work Release @ 10:00am
Due Date:	3:00pm May 16, 2019
Commence Services:	July 1, 2019

**B. One (1) marked original, five (5) bound copies and one electronic copy (divided into three (3) files TECHNICAL, FINANCIAL AND PRICE) on CD or thumb drive of the Proposal response is to be submitted to:**

**FLOYD COUNTY BOARD OF COMMISSIONERS  
ATTN: PURCHASING DEPARTMENT  
#12 East Fourth Ave, Suite 106  
Rome, Ga. 30161**

Proposals are to be clearly marked on outside of envelope:

**RFP Floyd County Jail/Prison/Work Release-- Inmate Food Service – Name of Company, May 16, 2019**

C. Proposals must be received not later than 3:00 P.M., May 16, 2019 at the address below. Proposals received after 3 P.M. on May 16, 2019 will not be considered for award. The names of the companies submitting proposals will be logged at that time. Names only of those submitting will be made public at that time.

D. Questions regarding RFP specifications may be directed to the following individual:

Inquiries concerning this proposal should be made via e-mail ONLY to Bill Gilliland, [gillilandb@floydcountyga.org](mailto:gillilandb@floydcountyga.org). All responses will be via e-mail.

### IV. QUALIFICATIONS OF FIRMS

To be considered for award of this RFP, the firm must meet the following minimum qualifications:

A. Firms must have an experienced team, who are capably organized for the provision and management of providing commercial, corporate, institutional and/or correctional food service, and must have five (5) years previous food service experience with proven effectiveness in administering diverse food service programs in challenging environments similar to the size and population of the Floyd County Jail/ Prison/Work Release Center. The firm will provide a general history, description, and status of its company, including a most recent financial statement.

- B. Firms must have a proven ability for a contract startup by **July 1, 2019**.
- C. Firms must have food service industry qualified and trained staff with sufficient back-up personnel to successfully complete the contract requirements.
- D. Firms must have the central office capability to supervise and monitor the food service program ensuring satisfactory provision of services.
- E. Firms must submit at least five (5) references, including the name of the institution, address, contact person, and phone number. Firms must include ALL current Georgia accounts with contact names, phone numbers and address. Firms must include all Georgia accounts lost in the last 3 years.

F. EVALUATION CRITERIA

- 1. APPROACH TO THE PROJECT
- 2. ORGANIZATIONAL QUALIFICATIONS
- 3. PROJECT MANAGEMENT/PERSONNEL
- 4. MENU PROPOSED
- 5. FINANCIAL CAPABILITY
- 6. OTHER
- 7. PRICE

V. **METHOD OF AWARD**

- A. The award will be made to the company whose proposal is determined to be professionally and technically complete. The selection process may, however, include a request for additional information, or possibly an oral presentation to support the written proposal; the prices included in the proposal will be considered firm and cannot be altered after receipt of the proposal except by a request of "Best and Final" offer. **Note: Floyd County reserves the right to award the Floyd County Jail and the Floyd County Prison/Work Release as separate contracts if it is deemed to be in the best interest of Floyd County.**
- B. **The County reserves the right to award the contract resulting from this RFP not necessarily to the bidder with the lowest price, but to the firm that demonstrates the best ability to fulfill the requirements of the RFP.** The successful firm will be chosen based on the qualifications and selection criteria discussed in Section IV. The County reserves the right to waive compliance by any applicant with any provision contained in this request whenever the County in its sole discretion believes such waiver is in the County's best interests.
- C. The successful firm shall commence work only after the transmittal of a fully executed contract, and after receiving written notification to proceed from the County. The successful firm will perform all services indicated in the proposal in compliance with the terms of the contract.

- D. The County reserves the right to reject any and all proposals for any reason, in whole or in part, that are received in connection with this RFP. The County will not pay for any information herein requested, nor is the County liable for any costs incurred by the bidder in connection with the preparation of its proposal.

## **VI. PROPOSAL PACKAGE**

Firms must submit a response in the form of a proposal that includes the following sections:

### **A. Transmittal Letter**

1. This letter is to be a brief letter, addressed to the Floyd County Purchasing Director that provides the following information.
2. Name and address of the bidder
3. Name, title, and telephone number of the contact person for the Proposer.
4. A statement that the proposal is in response to this RFP.
5. The signature, typed name, and the title of the individual who is authorized to commit the bidder to the proposal.
6. Completed Attachment A and B

### **B. Technical Proposal**

This portion of the proposal must address each item listed below:

1. Company Profile
  - a. Date organized to provide food service management in institutional and correctional facilities.
  - b. Corporate background and depth of support:
    - Number of employees
    - Number of years doing business
2. Company achievements in providing commercial, corporate and/or institutional service management.
3. Corporate office organizational structure.
4. References, with addresses and phone contacts to include all current accounts in the State of Georgia and with any Georgia Prison Facilities. Proposers must also include all past accounts held in Georgia in past 3 years.



### **C. Operational Requirements**

All proposals must clearly define:

1. Procedures of meal delivery to the inmates and staff, including special diets (religious, medical, etc.)
2. Quality of foods served and inventory control methods.
3. Specific Procedures with timelines for providing safe, sanitary, and secure food service management, including supervision, control and training of inmate labor and internal security of products and equipment available to inmates, including how kitchen utensils, tools and keys will be inventoried and controlled on a continuous basis.
4. Procedures with timelines for reporting/replacing lost or missing kitchen utensils, tools or keys.
5. Procedures for processing inmate/staff complaints on food.
6. Any additional equipment that may be necessary for efficient food service operations.
7. Procedures for weekly billing and weekly inventory of food supplies.
8. Operational procedures for handling food service should on-site kitchen facilities be rendered unusable through fire, etc.
9. Insurance-Bidder shall provide an insurance certificate stating the types of insurance with limits and provisions as follows:

<b>TYPE</b>	<b>COVERAGE FEATURES</b>	<b>LIMITS</b>
Automobile CSL		\$500,000/\$500,000
Workers Compensation		As required by law.
Employer's Liability		\$500,000
Comprehensive General Liability (including bodily injury & admin.	County named as additional insured only to the extent of bidder's insurance coverage.	\$2,000,000 \$2,000,000

The successful firm and the County shall indemnify, defend, and hold each other harmless from any and all losses, damages, or expenses, including reasonable attorney's fees, arising out of or resulting from claims or actions for bodily injury, death, sickness, property damage, or other injury or damage if caused by any negligent act or omission of such party (except to the extent caused by the negligent act or omission of the other party, its employees, or agents).

**10. Bonds - A 5% Bid Bond is required for the total estimated value of the first year contract, and must be submitted with the Proposal. A performance bond equal to 100% of the first year full estimated value of the contract will also be required of the successful firm.**

## **VII. SCOPE OF WORK-PRISON AND WORK RELEASE**

The successful bidder will be expected to provide the following services as part of the food service program:

### **A. Food Requirements:**

1. Provide **Prison and Work Release** inmates two (2) hot meals and (1) cold meal per day, five (5) days per week (Monday – Friday). Two hot meals on weekends and Holidays, with a cold meal/pack-out only for inmates working. (approximately 30 on Saturday and 5 on Sunday)
2. Continued operation of our staff dining program for between 15–20 staff members on the day shift and 5-8 on the night shift. Day shift staff meals will consist of a hot meal and a salad bar. Night shift meal will be either a day shift meal stored properly preventing spoilage/food borne illness or a hot breakfast the following morning prior to general population feeding.
3. All menus and special diets must meet the standards for adult holding and detention facilities as established by the American Correctional Association (ACA). A registered

dietitian will approve all menus, prior to service. All meals served will be in compliance with the National Academy of Sciences and Food standards and will provide an average of **3,500 calories** per day in addition to all required nutrients.

4. A four-week cycle menu is to be submitted in the proposal. See sample meal plans. All firms are asked to use the same menu types and provide sample menus in your RFP which were used in your pricing structure. SUNDAY breakfast and evening meals are **NOT** to be considered a "spirit lifter" meal; however, each Sunday meal will be unique and different than the previous Sunday and will **NOT** repeat another meal already served in the preceding week unless approved by the Warden or his/her designee.
5. The successful firm shall warrant that all meals will be served at appropriate temperatures (as designated by local/state health regulations and food service industry best practices) and in a manner that makes them palatable, and visibly pleasing complete with condiments (dressing, sugar, salt, pepper, catsup, or mustard where indicated).
6. Every regular tray shall be identical in content and portion size.
7. All menus are required to serve:
  - a. Fresh whole eggs for breakfast-(minimum of 3 times a week).
  - b. Hash browns or Fried Potatoes for breakfast – (minimum of 2 times a week).
  - c. Corned Beef for breakfast – (minimum 1 time a week).
  - d. Variety of Dried Cereal for breakfast - (minimum 1 time a week concurrent on a day serving milk)
  - e. Various flavored Yogurt for breakfast - (minimum 1 time a month).
  - f. 100% beef – (minimum of 2 times week).
  - g. 100% chicken - (minimum of 2 times a week).
  - h. White Milk – (minimum of 3 times a week) and a fortified beverage containing nutrients and/or calories on other days. White milk will be served on all holidays except Tuesday and Saturday breakfast when Chocolate milk will be served.
  - i. Coffee daily at breakfast.
  - j. Un-Sweet & Sweet Tea – (minimum of 2 times a week).
  - k. Pasta and/or Rice to be served – (NO more than 3 times a week of varying recipes).
  - l. A variety of Soups/Chili, October through March (NO more than 2 times a week)
  - m. Dried Beans (Pintos, Black, Kidneys, Black-Eyed, Navy, Canelli, etc) - (NO more than 3 times a week of varying recipes)
  - n. Potatoes (White or Sweet) - (Minimum 1 time a week).
  - o. A small fresh mixed salad with no less than a choice of 2 dressings – (Minimum of 1 time a week)
  - p. Fruit (fresh or canned – minimum of 2 times a week)
  - q. Desserts will vary daily and not be repetitious within the same week but may be repetitive within the four- week cycle menu.
  - r. Appropriate Variety of Bread (white, wheat, whole grain, biscuits, dinner rolls, corn bread, and flour/corn tortilla) dependent on specific meals (including pack out meals).

8. Lunch pack outs to be rotated monthly; (example)
  - a. 1 – month; 3 sandwiches (wheat bread), chips, snack cake/cookies, or assorted snack
  - b. 1 – month; 3 sandwiches (white bread), fruit (fresh or prepackaged fruit cup) and a cookie

Sandwich type will vary daily and not be repetitive (Example: turkey & cheese, bologna & cheese, peanut butter & jelly, roast beef & cheese during warmer weather and chicken, tuna fish, or egg salad during cooler weather)

9. Menus reviewed **QUARTERLY**. Menus should reflect cultural diversity and be representative of the facility population.
10. Menus are to be posted weekly in the dining area with portion and corresponding nutritional information.
11. Special needs diets will conform to religious or physician ordered specifications, at no additional cost to the County. The firm will submit with the proposal a sample of its corrections diet handbook or sample of the four-week menu it proposes to serve inmates on restricted diets (Example: Halal, Kosher, Diabetic, & Non-Dairy restrictions).
12. The firm shall include in its proposal, its policies for serving special meals (spirit lifters) on holidays and the proposed menus and holidays shall be identified. All such meals will be provided at the standard contract rates. A minimum of six (6) spirit lifter meals shall be provided annually, including:
  - a. Easter,
  - b. Thanksgiving,
  - c. Christmas,
  - d. New Year's
  - e. Two (2) meals scheduled at the discretion of the County (Memorial Day, Father's Day, Independence Day, Labor Day, etc.)
13. The firm 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 parties on an event basis.
14. In the event that the county experiences a catastrophic natural and/or man-made disaster, the proposer agrees to provided catered meals supporting whatever the designated population (displaced civilian population, emergency services, law enforcement, public works staff, and other authorized personnel approved by the Warden & County Management and/or the Sheriff Designee) within the aforementioned (72) hour notice. The cost per meal shall be mutually agreed upon by the parties on an event basis.

15. Running out of any item on the daily menu before the entire population is fed and/or repetitive unsatisfactory kitchen performance will not be acceptable. Each incident will be documented with a Letter of Concern and forwarded to the next higher level manager outside the facility and/or the Contract Signature Authority. In the event of three (3) occurrences, the 3<sup>rd</sup> shall constitute due cause for financial penalty up to and including immediate termination of contract within a fifteen (15) day window.

B. The average daily population of the Floyd County Prison and Work Release Center is approximately 440 inmates. Additionally, the successful firm shall expect to serve approximately 20 meals per day to staff and visitors. This section is not to be construed to mean that the firm shall serve the number of meals specified on a daily basis, but rather it is provided as a guideline for possible meals to be served to such parties. The prices per meal shall be guaranteed for a period of two years 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 successful firm shall submit to the County, an invoice for meals ordered or meals served, whichever is greater, for the preceding week.

C. The firm shall include with its proposal, a plan to incorporate free Federal and/or State commodities, which shall be used to offset the price per meal for the contract period. The value of said commodities shall be equal to the fair market wholesale value for such items. Said offsetting price credited for commodities shall be declared to the County or its designee on a monthly basis. Declarations shall include:

1. Type of commodity,
2. Amount of commodity (by unit of measurement, weight or volume),
3. Wholesale price per unit,
4. Total wholesale value, and
5. Any operating expenses incurred/saved due to the use of said commodities.

D. The County may, at its option, request that the firm add additional meals for other County food service needs at the discretion of the County. The successful provider and the County shall mutually agree upon financial arrangements for such service.

**E. The successful firm shall:**

1. Furnish at its own expense (including shipping & handling costs) all equipment which is reasonably necessary to perform the services at the Prison within the terms and conditions of the Agreement. The firm shall retain title to all such equipment including, but not limited to:
  - a. Cook wares (pots & pans and similar cooking items);
  - b. Operational kitchen small wares (such as food preparation, cooking, serving utensils);
  - c. Approved food service trays, beverage cups and eating utensils;
  - d. Food transport containers and cell delivery equipment.

2. Specifically acquire, maintain, and provide approved tray and beverage containers equal to the maximum capacity inmate population (FCP & WRC combined - 548) plus 10% for serving Prison inmates, staff, and approved guests.
3. If additional operation supplies and equipment is required to support the Facility, a detail list and letter of justification shall be submitted **PRIOR** to any purchase(s) for the Warden's (or his designee) approval. Upon termination of the contract, for any reason, the County shall purchase, or cause the successor food service provider to purchase, all the aforementioned equipment and operations supplies it deems necessary, to continue service, at the food service provider's invoice costs.
4. Provide Prison with written Emergency Plans for feeding population in the event that Floyd County Prison's facilities cannot be utilized, because of natural disaster, fire, etc.). The plan will include *primary, secondary, and tertiary alternatives*. Said plans will include details of: pre-prepared product storage, preparation and cooking, post cooking storage & transportation of product, safe serving to designated population, and sanitation of the entire process.
5. Maintain a **TWO WEEK ON-HAND SUPPLY** of emergency rations (including water) at the Prison and **ONE WEEK ON-HAND SUPPLY at the jail** at any given time. Stocks will be rotated ensuring "Use By" and/or "Expiration Dates" are properly monitored and maintained.
6. Provide all consumable supplies and food products that are required for the food service operation. Contractor will have a primary and alternate vendor to order from capable of delivering on a regular schedule. Contractor will also have accounts established with local vendors for an as needed basis to ensure continuity of service. 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.
7. Be responsible for routine cleaning and housekeeping of kitchen and associated food service areas (preparation areas, service line, walk-in refrigerator and freezer, dry storage areas & service closets) and will continuously maintain or exceed the standards of sanitation required by state or local regulations. The firm shall supply and properly store all cleaning supplies for the kitchen area and provide the designated prison staff with the necessary Material Safety Data (MSDS) on all cleaning products brought into the facility. Copies will also be maintained in the kitchen office.
8. Provide an organizational chart and job descriptions for all professional and inmate staff in its proposal, including:
  - a. The number of inmates required per shift, per position.
  - b. Job descriptions will contain tangible metrics that will be used to determine the satisfactory performance of both the food service provider and the inmate staff.

9. Inmates will be provided, as required without compromising security and safety of contract staff, to the successful firm by the Floyd County Prison. The inmates will be selected using the classification process of the Floyd County Prison. Inmate kitchen staff will be used for the food preparation, meal delivery, and sanitation and cleaning of the kitchen. Inmates **will not** be allowed to cook staff meals.
10. Agree to train and supervise such personnel (using documented industry best practices), only with respect to the food service tasks, conditions and standards and is subject to the overall control of the County. Training will be documented by the contract kitchen manager and co-signed by the prison staff assigned to the kitchen and will be used to evaluate inmate staff. Provide a labor schedule, also to include minimum rates of pay per position, fringe benefit package to be offered to the provider's employees, and provide a full disclosure of any bonus or incentives program extended to the provider's employees for cutting/meeting/exceeding budgetary financial metrics set by the food service provider (i.e.: bonus extended to food service managers for cutting monthly food cost).
11. Agree that its employees assigned to duty at the Prison shall submit to periodic health examinations and background checks at least as frequently and as stringently as required by law, and to submit satisfactory evidence of such compliance to the County upon request.
12. Secure and pay for all federal, state, and local licenses, permits, fees and shipping and handling costs required for the operation of the food services provided. During the period of the contract, if it is deemed by taxing authorities that all, or a portion of the services provided are to be subject to a sales or similar tax that has not been collected by the successful bidder, the County agrees to pay such tax to the appropriate authority.
13. Return to the County, at the expiration or termination of the contract, the food service premises and all equipment furnished by Floyd County in the condition in which it was received by the successful bidder, excepting ordinary wear and tear. Floyd County will assure that all necessary utilities work in the kitchen. The successful bidder will service and maintain kitchen equipment daily. If a piece of equipment requires repair, the contract food service provider is responsible for the repair of said item, as well as coordinating through the designated prison staff.
14. Coordinate and pay for a **Quarterly Repair & Maintenance Visit** by a mutually approved primary and alternate service provider focusing on major end item equipment, which may include but not limited to:
  - Reach In Refrigeration & Heated Cabinets,
  - Ice-Machines,
  - Mixers,
  - Slicers,
  - Buffalo Choppers
  - Convection Ovens,

- Combination Stove & Oven Unit,
- Flat Top Griddle,
- Deep Fryers,
- Tilted Kettles,
- Braising Pans,
- Steam Cabinet,
- Large Capacity Commercial Coffee/Tea Maker,
- Dishwashing & Food Disposal Equipment, and
- Service Line Hot/Cold Wells

15. If the kitchen equipment becomes lost or damaged by fire, flood, or unavoidable occurrence, or stolen by persons 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 County 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.
16. Provide any additional food services as mutually agreed upon and at prices mutually agreed to by the parties.
17. Make the fullest use of the USDA donated commodities when they are available, wholesome, and appropriate for menu purposes. The contract kitchen management with the Warden's designee reserves the right to refuse acceptance of any such commodities that are contaminated or supplied in excessive amounts rendering them unusable within their respective dates of expiration. The utilization and/or control of USDA donated commodities is subject to the following requirements:
- a. Properly handle, store, and prepare all commodities and maintain a weekly inventory of all commodities which will include each USDA donated commodity; the commodities on hand at the beginning of each week; the quantity used; the quantity lost due to spoilage, theft, or shrinkage; and the balance at the end of the week.
  - b. The successful firm warrants that commodities received will be used solely for the benefit of those persons domiciled in the Prison.
  - c. The successful firm shall credit to the County invoice, the fair market value of each commodity item used for the period, deducting there from, shipping and handling charges actually incurred.
18. Keep full and accurate records of sales and meal count records in connection with the food services. A copy of such record shall be supplied to the Warden, or designee, on a monthly basis on the first working day of the subsequent month. In addition, all such records shall be available for auditing by the County at any reasonable time during regular working hours at such locations where such records are normally kept. Facility inspections shall be made by the County when deemed necessary, with or without advance notice to the successful firm and, such inspections shall not interfere with the food service operation. The facilities and equipment used in the contract shall not be



used to prepare food for agencies or persons other than those designated under this RFP.

19. Additional records will be kept at the facility for the duration of the contract regarding:
  - a. Opening & Closing Checklists
  - b. Pre-Service Health & Sanitation Checks
  - c. Shelf-Life Charts (for raw and prepared food products)
  - d. Thaw-Pull Charts
  - e. Walk-In & Freezer Temperature Checks
  - f. Preparation Lists
  - g. Cleaning Charts/Schedules (By Shift/Day/Week/Month)
  - h. User Manuals & Maintenance Records (for each piece of equipment)
  - i. Recipe Cards (that include portions yielded and nutritional information)
  - j. Measurement/Conversion Charts
  - k. Removable/Disposable Labels to Label, Date, Initial, & Rotate (LDIR) all products removed from their original container(s).
  
20. Sanitation Inspections of kitchen facilities by County/State health agencies must achieve satisfactory ratings of 90% or higher at any given time. If an inspection results in an unsatisfactory score, the successful bidder must notify the County of areas scored unsatisfactory and the immediate corrective action and/or the necessary action to mitigate and/or correct the noted deficiency within fifteen (15) days of receipt of such scores.
  
21. Visit and examine the facility as a precondition to the firm's proposal.

## **VII-1 SCOPE OF WORK---JAIL INMATE FOOD SERVICE**

The successful firm will be expected to provide the following services as part of the food service program:

### **A. Food Requirements:**

1. Two (2) hot meals and one (1) cold meal per day, seven (7) days per week.
2. Continued operation of our staff dining program for between 60-85 staff members daily. Inmates can assist in preparation of the meals but not in the cooking of the meals.
3. All menus and special diets must meet the standards for adult holding and detention facilities as established by the American Correctional Association (ACA). A registered dietitian will approve all menus, prior to service. All meals

served will be in compliance with the National Academy of Sciences and Food standards and will provide an average of 2,900 calories per day in addition to all required nutrients.

4. A four-week cycle menu is to be submitted in the proposal. All firms are asked to use the same menu types which will be discussed at the Pre-Proposal conference prior to proposals. All menus are to be posted weekly for all staff to see and in the dining area.
  5. The successful firm shall warrant that all meals will be served at appropriate temperatures and in a manner that makes them palatable (140 hot, 45 if cold), and visibly pleasing complete with condiments (dressing, sugar, salt, pepper, catsup, or mustard where indicated)
  6. Religious and medical diets conforming to special religious or physician ordered specifications, at no additional cost to the County. The firm will submit with the proposal a sample of its corrections diet handbook or sample of the four-week menu it proposes to serve inmates on restricted diets.
  7. The firm shall include in its proposal, its policies for serving special meals (spirit lifters) on holidays and the proposed menus and holidays shall be identified. All such meals will be provided at the standard contract rates. A minimum of five (5) spirit lifter meals shall be provided annually, including Easter, Thanksgiving, Christmas, and New Year holiday periods and one (1) meal is to be scheduled at the discretion of the County.
  8. The proposer agrees to provide catered meals for special events as designated by the Sheriff with not less than seventy-two (72) hours notice. The cost per meal shall be mutually agreed upon by the parties on an event basis.
- B. The average daily population of the Floyd County Jail is approximately 650 inmates. Additionally, the successful firm shall expect to serve approximately 60-85 meals per day to staff and visitors. This section is not to be construed to mean that the firm shall serve the number of meals specified on a daily basis, but rather it is provided as a guideline for possible meals to be served to such parties. 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 successful bidder shall submit to the county, an invoice for meals ordered or meals served, whichever is greater, for the preceding week.
- C. The firm shall include with its proposal, a plan to incorporate free Federal and/or State commodities, which shall be used to offset the price per meal for the contract period. The value of said commodities shall be equal to the fair market wholesale value for such items. Said offsetting price credited for commodities shall be declared to the County or its designee on a monthly basis. Declaration shall include type of commodity, amount of commodity by weight or volume, wholesale price per unit, and total wholesale value.

Declaration shall also depict the operating expenses due to the use of said commodities

D. The County may, at its option, request that the provider add additional meals for other County food service needs at the discretion of the Sheriff. The successful provider and the Sheriff shall mutually agree upon financial arrangements for such service.

**E. The successful bidder shall:**

1. 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.
2. Provide chemicals for the commercial automatic dish cleaner and continuously assure the unit is properly operating in a safe and efficient manner and that all temperature settings both chemical and water are maintained during all times of operation. The Jail will provide and maintain the unit for operations.
3. Provide/cover the cost of repair and maintenance on major kitchen appliances and the jail will cover replacement cost of equipment that cannot be repaired
4. Be responsible for routine cleaning and housekeeping of food service preparation, service, and storage areas, and will, on a continuing basis, maintain standards of sanitation required by state or local regulations. The firm shall supply cleaning supplies for the kitchen area.
5. Provide an organizational chart and job descriptions for all professional and inmate staff in its proposal, including the number of inmates required per shift. Inmates will be provided, as required of the successful proposer, by the Floyd County Sheriff's Office. The inmate's will be selected using the classification process of the Floyd County Jail and the Jail Administrator. Such personnel shall be used for the preparation of food, delivery of meals, and general sanitation and cleaning of the kitchen. Inmates **will not** be allowed to cook staff meals. The successful proposer agrees to train and supervise personnel, only with respect to the food service tasks, and subject to the overall control of the Sheriff. Provide a labor schedule, also to include minimum rates of pay per position and the fringe benefit package to be offered to the provider's employees.
6. Agree that its employees assigned to duty at the jail shall submit to periodic health examinations at least as frequently and as stringently as required by law, and to submit satisfactory evidence of such compliance to the Sheriff upon request.

## **F. Staff Requirements**

1. All employees of the successful firm that will work in the Prison/Jail must be cleared by the Warden/Sheriff or designee. All employees must comply with Floyd County's written policy and procedures relating to facility security.
2. All proposals must clearly detail the proposed use of the food service manager and inmates as part of the proposer's response. Included in this section shall be a detailed explanation of method of supervision, performance review, job description, and overall approach to working with the County employees.
3. The firm must provide proof that employees have had food service training and/or experience working in a Commercial, corporate or institutional environment.
4. The firm shall provide training in food service delivery and management to both staff and inmates assigned to the kitchen. The proposal shall outline what this training will entail as part of the proposer's overall training program.
5. The firm must provide On-Job-Training (OJT) for inmates using documented food service industry best practices. Training will cover but is not limited to:
  - a. Proper Food Preparation
  - b. Basic Food Safety and/or Serve Safe Criteria,
  - c. Occupational Safety,
  - d. Environmental Compliance,
  - e. Fire Protection, and
  - f. Basic First Aid.
  - g. General equipment use and operation
6. All staff (contract, security staff assigned to the kitchen, and inmates) will be trained on each piece of equipment in the kitchen. The training will include:
  - a. Proper operation, cleaning, and sanitizing.
  - b. Inherent dangers of each piece of equipment.
  - c. Symptoms of malfunction.
  - d. Staff responsibility to report hazards, malfunctions, or unsafe and hazardous conditions to their supervisors.
  - e. Supervisors' responsibility to report unsafe and hazardous conditions to their staff once notified & verified.
7. The firm upon completion of any and all On-Job-Training shall provide the Deputy Warden/Sheriff in charge of food service, or their designee, with a list of all inmates who completed the training. Inmates will then receive appropriate certification / recognition in Basic Food Service. Dependent on an inmate's release date, that individual may be considered for Serve Safe Certification testing prior to his release, facilitating transition to successful employment in the food service industry after being released.

8. Employees must wear approved professional uniforms and proper protective equipment/attire (Example: hat or hair nets, beard guards, gloves, aprons, etc.).
9. Inmates are not permitted to supervise other inmates.
10. The firm shall submit the resume of the Area Representative as a part of its proposal. This should be the contact person for operations.

#### **G. Contractor's Employees**

1. The relationship between the County and the Contractor shall be that of owner and independent contractor, and all employees of Contractor assigned to the County's facility shall be strictly employees or agents of Contractor, and in no event shall employees of Contractor be considered agents or employees of the County.
2. Contractor shall assign to duty at the County's facility only employees that are reasonably qualified to perform the services required under this agreement, and that are acceptable to the County.
3. Contractor agrees that it will conduct appropriate background checks on all employees assigned to the County facilities and warrants that all such employees will be suitable for the position to which they have been assigned.
4. To prevent preferential or discriminatory treatment in the workplace based upon family or dating relationships, the following policy shall apply to all contracted staff assigned to the facility:
  - a. No employee of the provider shall be allowed to work under the immediate supervision or in the direct line of authority of a "family member" or someone with whom he or she is having a "dating relationship."
  - b. The term "immediate supervision" includes the responsibility and accountability for assigning work, evaluating performance, hiring, disciplining, training, or staff assigned to the security of the facility.
  - c. The term "direct line of authority" includes an employee's immediate supervisor and each direct level of supervision all the way up to the top supervisory employee.
  - d. The term "family member" includes: spouse, parent, brother, sister, step-parent, child, step-child, grandparent, grandchild, or the same by relation of the employees' marriage.

- e. The Sheriff/Warden or his designee reserves the right to deny access to the to any contracted employee with due cause.

- 5. **To comply with a federal law called the Prison Rape Elimination Act. (PREA) the successful firm will not hire or promote anyone who may have contact with inmates who (1.) has engaged in sexual abuse in a prison, jail, lock-up, community confinement facility, juvenile facility, or other institution (As defined in 42 U.S.C 1997) (2.) has been convicted of engaging or attempting to engage in sexual activities in the community facilitated by force, overt or implied threats of force, or coercion, or if the victim did not consent or refuse; or ( 3.) has been civilly or administratively adjudicated to have engaged in activity described in (2) the agency will also consider any incidents of sexual harassment in determining whether to hire or promote anyone who may have contact with inmates.**

### **VIII. CONTRACT REVIEW**

- A. Contract Review — The County and the successful firm shall, within thirty (30) days of execution of an agreement, set dates through the scheduled contract termination date for quarterly review meetings between the County and the successful proposer for the evaluation of the service in relation to the contract.
- B. The County and the successful firm shall, within thirty (30) days of execution of a contract, formulate a monthly report form, which will establish the basis for the quarterly review sessions.

### **IX. COMMENCEMENT AND TERMINATION**

- A. The contract between the parties shall become effective upon signing, and shall remain in force unless sooner terminated as therein provided. It shall renew itself annually, upon mutual agreement and negotiation, for similar periods not to exceed three (3) annual renewals, or until notice of termination in writing is given by the other party as provided therein.
- B. Either party may terminate the contract, at the anniversary date with 90-day written notice.
- C. If either party shall refuse, fail, or be unable to perform or observe any of the terms or conditions of the contract, for any reason, the party claiming such failure shall give the other party a written notice of such breach. If, within thirty (30) days from such notice, the failure has not been corrected, the injured party may cancel the contract effective thirty (30) days after notice of cancellation.
- D. Floyd County reserves the right to terminate the contract immediately in the event that the firm discontinues or abandons operations; if adjudged bankrupt, or is reorganized under any bankruptcy law; or fails to keep in force any required insurance policies or bonds.

- E. Failure of the firm to comply with any section or part of the contract will be considered grounds for immediate termination of the contract by the County without penalty to Floyd County. Floyd County shall pay for services rendered up to the point of termination.
- F. Notwithstanding anything to the contrary contained in the contract between the County and the firm, the County may, without prejudice to any other rights it may have, terminate the contract for convenience and without cause, by giving thirty (30) days written notice to the firm.
- G. If the termination clause is used by the County, the firm will be paid by the County for all scheduled work completed satisfactorily by the firm up to the termination date set forth in the written termination notice.

**X. RESPONSIBILITY OF THE COUNTY**

- A. The County shall be responsible for and provide:
- B. Accurate and timely orders for the number of meals to be served to inmates, Officers, and staff within two (2) hours of the time scheduled for meals to be served.
- C. Adequate ingress and egress to all food production and storage areas.
- D. 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. Should the successful bidder desire.
- E. Local service for personal use, internet, and other non-business related calls or long distance calls, whether business or personal, a separate telephone not connected to the county system shall be installed at the successful bidder's expense.
- F. Extermination services, trash and garbage removal from loading dock areas.
- G. General maintenance to the building structure, including, but not limited to, the maintenance of gas, water, sewer, ventilation, lighting, air conditioning, refrigeration, duct work, kitchen hoods, vents and screens, floor coverings, and wall and ceiling surfaces. 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 successful proposer.
- H. Adequate preparation, storage, and holding equipment and maintenance for same.
- I. Security, control, and limitation of inmate movement in, to, and from the food service area, including physical security of employees, suppliers, and other authorized visitors.
- J. Replace kitchen appliances and equipment that, in the opinion of the County has exceeded its useful life, or that poses a threat of injury or harm to employees of the successful bidder, or that no longer meets the standards established by OSHA, shall be replaced by the County

as soon as practical.

**XI. TRANSITION PLAN**

Please describe in detail how you will handle the transition from the current supplier if awarded the contract.

**XII. COST SUMMARY**

The cost per meal prepared shall be indicated on the bid summary sheet included in this RFP as Attachment A and B.



**ATTACHMENT A**

**PRISON/WORK RELEASE**

**INMATE FEEDING COST SUMMARY**

**TWO HOT MEALS AND ONE COLD MEAL PER DAY**

**INMATE MEALS:**

**COST PER MEAL:** \_\_\_\_\_

**STAFF MEALS:**

**COST PER MEAL:** \_\_\_\_\_

Company Name \_\_\_\_\_

Contact: \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_

Email \_\_\_\_\_

Authorized Contact \_\_\_\_\_  
Print

Authorized Signature \_\_\_\_\_

Date \_\_\_\_\_

Comments

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**ATTACHMENT B**

**JAIL**

**INMATE FEEDINGFEEDING COST SUMMARY**

**2 HOT MEALS AND 1 COLD MEAL PER DAY**

**INMATE MEALS:**

**COST PER MEAL: \_\_\_\_\_**

**STAFF MEALS:**

**COST PER MEAL: \_\_\_\_\_**

Company Name \_\_\_\_\_

Phone \_\_\_\_\_ cell \_\_\_\_\_

Email \_\_\_\_\_

Authorized Contact \_\_\_\_\_

Authorized Signature \_\_\_\_\_

Date \_\_\_\_\_

Comments \_\_\_\_\_

\_\_\_\_\_

## CERTIFICATE OF NON-DISCRIMINATION

In connection with the performance of work under this contract, the bidder agrees as follows:

The bidder agrees not to discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, ancestry or disability. The vendor shall take affirmative action to insure that employees are treated without regard to their race, creed, color, sex, national origin, ancestry or disability. Such action shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruiting, or recruitment, advertising, lay-off or termination, rates of pay or other compensation and selection for training, including apprenticeship.

In the event of the bidder's non-compliance with this non-discrimination clause, the contract may be canceled or terminated by Floyd County Board of Commissioners. The bidder may be declared, by Floyd County, ineligible for further contracts with Floyd County until satisfactory proof of intent to comply shall be made by the vendor.

The bidder agrees to include this non-discrimination clause in any sub-contracts connected with the performance of this agreement.

BIDDER \_\_\_\_\_

SIGNATURE \_\_\_\_\_

TITLE \_\_\_\_\_

## CERTIFICATE OF NON-COLLUSION

By responding to this solicitation, the supplier understands and agrees to the following:

1. That the submitted response constitutes an offer, which when accepted in writing by Floyd County, and subject to the terms and conditions of such acceptance, will constitute a valid and binding contract between the undersigned and Floyd county; and
2. That the supplier has read the specifications and requirements shown or referenced in the solicitation and that the supplier's response is made in accordance with the provisions of such specifications and requirements except as expressly stated otherwise in the supplier's response; and
3. That the supplier guarantees and certifies that all items included in the supplier's response meet or exceed any and all such stated specifications and requirements of the solicitation except as expressly stated otherwise in the supplier's response; and
4. That, if awarded a contract, the supplier will deliver goods and or services that meet or exceed the specifications and requirements of the solicitation except as expressly stated otherwise in the suppliers response, and
5. That the response submitted by the supplier shall be valid and held open for a period of one hundred and twenty (120) days (or such other time period as identified in the solicitation) from the final solicitation closing date and that the response may be held open for an additional period of time subject to the supplier's consent; and
6. That the supplier's response is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a response for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud. The supplier understands and agrees that collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards; and
7. That the provisions of the Official Code of Georgia Annotated, Sections 36-91 have not been violated and will not be violated in any respect.

**DO NOT MODIFY THE BID/PROPOSAL CERTIFICATION TERMS IN ANY WAY. THIS FORM MUST BE COMPLETED, SIGNED AND SUBMITTED WITH YOUR RESPONSE.**

Contractor's Full Legal Name: (PLEASE TYPE OR PRINT)	
Authorized Signature:	
Printed Name and Title of Person Signing:	
Date:	
Company Address:	
FAX Number:	
Email Address:	
*This table must be completed in its entirety by the supplier.	