

Request for Proposal FY14-0221 for
DETENTION CENTER REQUIRED BASIC MEALS FOR CONFINED PERSONS- INMATES

Request for Proposal (“RFP”): No. FY14-0221
RFP Title: Required Basic Meals for Confined Persons - Inmates
RFP Publication: As follows:

- 02/05/2014
<http://www.orangeburgcounty.org/>
- 02/05/2014 Basement bulletin board, Admin. Centre
- County Detention Center

RFP Composition: RFP No. FY14-0221 is composed of the following:

- Title and Summary pages
- Code Articles 1 through 5 and 7
- Scope of Work
- Vendor Qualifications and Information
- Evaluation Criteria
- Proposal Options 1, 2, and 3
- Certification of No Exceptions
- Certification of Preferences
- Acknowledgement of RFP Amendments Form

RFP Amendments: If any, will be published/posted on the following:

- <http://www.orangeburgcounty.org/>
- Bulletin boards located in/on
 - Management reception area Detention Center
 - Basement Floor Administrative Centre, Procurement

Contracting Entity: Orangeburg County
In its capacity as the governing body of the Orangeburg County Detention Center
1520 Ellis Ave. (“Detention Center”)
Orangeburg SC 29115

Procurement Coordinator: Procurement Director Jannella Shuler
Orangeburg County Procurement Office
1437 Amelia St. (“Administrative Center”)
Orangeburg SC 29115
(803) 533-6121 Office phone number
(803) 535-2307 Office fax number
jshuler@orangeburgcounty.org

Pre-Submission of Proposals

- Requirements:

Proposers must attend site visit and pre-proposal conference

Date/Time February 11, 2014 11:00 a.m.

Location Detention Center, 1520 Ellis Avenue, Orangeburg, S. C.

- Questions:

If Proposers have questions, same shall be Directed to Procurement Director

Mode of Communication via e-mail only

No later than February 17, 2014 by 10:00 a.m.

Proposals:

- Submission Composition: the executed forms:

Each submitted proposal is required to be composed of following, including fully completed and

- Code and Articles Form
- Either or all of the following:
 - Proposal Option 1
 - Proposal Option 2
 - Proposal Option 3
- Certification of Accuracy of Proposals
- Certification of No Exceptions
- Vendor Qualifications Responses
- Certification of Preference(s)
- Acknowledgment of RFP Amendments Form
- Bid Security

- Submission Deadline:

2:00 p.m. on February 21 , 2014

- Submission Location:

Administrative Centre, Basement Floor Procurement Office

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- Opening Time:

2:05 p.m. on February 21, 2014

- Opening Location:

Administrative Centre, Procurement, Basement Floor

Special Conditions

Intent/Award/Contract:

The intent to award, award, and the contract regarding FY14-0221 is subject to the following special conditions:

- The termination process applicable regarding the services ABL currently provides to the Detention Center; and
- If applicable, Title 43 Chapter 26 of the Code of Laws of South Carolina regarding the Commission for the Blind.

Code and Articles

RFP No.FY14-0221 Required Basic Meals for Confined Persons

Incorporation by Reference.

Articles 1 through 5 and 7 of the Code are incorporated by reference as if set forth verbatim in this RFP. As stated in the Code, by submitting a proposal, the vendor agrees that the Code governs this procurement from solicitation through completion of the resulting contract, including disputes, if any.

ACCESS TO CODE. On November 16, 2009, Orangeburg County Council, the governing body of Orangeburg County, repealed all aspects of its procurement policy and enacted the **Orangeburg County Procurement Code** (the "Code"). The Code may be accessed online without charge at <http://www.orangeburgcounty.org/Purchasing/code.html> In addition; a copy of the Code is available for review without charge at the Office of the Procurement Director. If neither of those options meets your needs, a hard-copy of the Code is also available for purchase at the Office of the Procurement Director.

<http://www.orangeburgcounty.org/>_____or

Method of Source Selection.

The source selection method applicable to this procurement is Competitive Sealed Proposals, §5-304 of the Code.

The undersigned vendor understands and agrees to be bound to the Code in all matter arising from the RFP identified above.

Printed Vendor Name

Signature of Vendor's Authorized Agent

Printed Name of Vendor's Authorized Agent

Title with Vendor of Vendor's Authorized Agent Scope

Background

The Orangeburg County – Calhoun County Regional Detention Commission was dissolved in 2012. Orangeburg County is the sole Owner of the Orangeburg County Detention Center facility.

The Detention Center has custody of persons confined in accordance with law enforcement or judicial action. The population of the Detention Center fluctuates on a frequent basis. During the time that persons are confined at the Detention Center, the Detention Center is required to provide those persons without charge with certain necessities for sustaining life, including basic nutrition and hydration. The Detention Center is allowed to meet the nutrition and hydration requirements in house or via a contract with a third party. The purpose of this RFP is to determine whether it is in the best interest of the Detention Center to contract with a third party to provide the aforementioned nutrition and hydration and, if so, to complete the procurement and contract processes with an appropriate third party.

SCOPE OF WORK & SERVICES TO BE PROVIDED

STAFFING

S. 01 The contractor shall be required to provide on site, and maintain a minimum staff level as follows:

- 1) Food Service Manager
- 2) (2) Assistant Food Service Manager/Line Supervisor
- 3) (4) Cooks/supervisors – Contingent on County not using Inmate labor
- 4) One (1) County employee to supervise and train inmates, responsible for county kitchen equipment and reports to Detention Center Director only. The county employee will not assist with food preparation, labor, or kitchen assistance, etc.

The contractor shall also provide any other staff necessary to adequately prepare and serve all meals. Contract employees will be present all times the kitchen is in operation.

S. 02 The Food Service Manager or the assistant will be present at all times supervising during meal preparation, meal service times and during cleaning. The Food Service Manager shall have prior correctional food service knowledge and experience.

S. 03 All employees of the contractor, who will work in the OCDC, must meet the same requirement as the OCDC personnel. All must successfully pass a background investigation, drug screen, polygraph, and all other requirements as outlined by the ORDC. Orangeburg County will provide only the background investigation at no charge. Vendor to provide drug screen, polygraph and all other requirements as outlined by the OCDC. All testing will be the responsibility of the vendor. This is a requirement we have of all our employees and we expect the same from employees hired by the vendor. The county reserves the right to require the vendor to remove and replace any of their employees for just cause.

S. 04 All employees of the vendor shall be required to undergo annual physical examinations at the vendor expense specifically included in their exam shall be a TB test. All employees of the vendor shall be required to undergo random drug test throughout their employment, administered by the vendor. The report status to be given to the Jail Administrator

S. 05 The vendor shall provide appropriate personnel to participate in departmental meetings as requested by OCDC administration.

S. 06 All employees of the vendor shall be required to adhere to all OCDC rules, regulations, policies and procedures.

S. 07 The vendor shall submit a staffing chart for the overall operation, indicating the actual staffing levels they propose to provide. The chart shall include title, job description, and number of full time and relief staff by day, shift and location. Also included shall be a detailed explanation of method of supervision, performance review and overall approach to working with ORDC employees.

S. 08 The vendor shall submit a formalized training program for the contract employees.

Training shall include kitchen operation. The contract employees will also attend training by OCDC for security, fire control, and detention center operational procedures. The vendor agrees to train and supervise all such personnel and provide them for directed OCDC training.

S. 09 The OCDC shall provide inmates (inmate workers) labor to supplement the vendor's staff in varying and fluctuating quantities, except during lock down or other emergencies. No specific amount of inmate's labor can be guaranteed by the County; however, sufficient inmate labor will be made available when possible. Any assistance provided by any inmates/workers will be strictly voluntary and in no way affects the Vendor's responsibility. **The County employee assigned shall be responsible for supervising inmate labor at all times during food service operation.** The vendor acknowledges that in the event they are unsuccessful in using inmate labor, the vendor may not assert an inability to perform the contract against the County of Orangeburg, nor may the contractor allege breach against the County of Orangeburg. The vendor utilizes inmate labor at its own risk. The OCDC administration shall select the inmates to work with the food service. The vendor shall be responsible for documenting on specified forms and notifying detention center administration of rules violations by inmate workers in the food service area. The OCDC administration shall be responsible for taking necessary disciplinary action, if appropriate. The vendor shall have the right to request the OCDC administration to remove inmate staff from food service assignment. The average number of inmate workers is estimated between 12-15 inmates normally.

S. 10 The vendor shall provide an organized chart and job descriptions for all inmate workers to include the number of inmates needed to adequately perform per shift. This is to be discussed and approved by OCDC staff. The restrictions or limitations that apply to the work performed by the inmate workers are normal security related restrictions. Inmate workers cannot supervise nor have authority over other inmates.

S. 11 The County employee shall provide all necessary training for inmate labor. The proposed shall outline what this training will entail as part of the vendors overall vocational training program. Inmates are not permitted to supervise other inmates.

S. 12 All employees will be required to sign in and out in any Orangeburg County's Detention Center designated area.

S. 13 All employees of the vendor shall be provided a photo ID by the owner and worn at all times.

Meals

S. 14 Shall provide food service 365 days a year, 3 meals per day, of which 3 shall be hot, at regular meal times during each 24 hour period, with no more than 14 hours between the evening meal and breakfast. Schedule must be approved by the Jail Administrator.

S. 15 Shall warrant that all meals will be served at appropriate temperatures, (140 hot, 45 cold) and in a manner that makes them palatable and visibly pleasing complete with condiments (dressing, salt, pepper, sugar, catsup, mustard, etc.)

S. 16 The basic food groups shall be used in establishing a minimum basic food ration for inmates. A minimum daily food ration that supplies the fundamental elements of good nutrition shall include selection from the following 7 basic food groups.

Group 1 Green and yellow vegetables; raw, cooked, frozen or canned.

Group 2 Citrus fruits and tomatoes; raw cabbage or salad greens.

Group 3 Potatoes; root vegetables and fruit other than citrus.

Group 4 Milk and milk products; fluid, evaporated or dried; or cheese.

Group 5 Meat; poultry, fish or eggs, supplement with dried beans; peas, nuts or peanut butter.

Group 6 Cereal; natural, whole grain enriched.

Group 7 Butter; fortified margarine or oil.

Deliverables – Please provide -Sample Menu's

GENERAL MENU REQUIREMENTS

S. 17

1. No skin or organ meats allowed in turkey products.
2. No soy allowed in meat products.
3. Breakfast juice is 100% fruit juice.
 - 3.1 Orange juice for breakfast may be served bulk vs. 4 oz portion pack as long as you provide and dispense into 4 oz portion size cups; whichever you feel is most cost effective. Two (2) each 4 oz portion packs are required for bag lunches. 12 oz. Beverage cups are used for lunch and dinner.
4. Fruit drink, at lunch, is vitamin fortified.
5. No out-of-date milk or juice can be used or served.
6. No stale bread/rolls, etc can be served.
7. No damaged can goods can be used if the seal has been broken.
8. All entree portions including casseroles are cooked weight measurements. Meat weights exclude sauces and gravies.
9. Side dish portions including cooked cereals, starches, vegetables, salads and puddings are volume measurements.
10. Fresh fruits and vegetables shall be first quality, not bruised or over ripe.

S. 18 Contractor will submit the menu for the following month, already approved by a registered dietitian, to the Jail Administrator for approval on a quarterly basis. Meals prepared and served at the facility shall always be under the supervision of the vendor.

S. 19 All menus and special diets must meet the standards for adult holding and detention facilities as established by the American Correctional Association (ACA). All meals served will be in compliance with the 2007 Recommended Daily Allowance for adult males and females as established by the National Academy of Sciences. Contractor shall provide at least 2800 per day calorie, 4 week cycle menu.

S. 20 Shall provide at no additional cost, religious and medical diet conforming to special religious or physician-ordered specifications. Submit with proposal a schedule of the menu they propose to serve inmates on restricted diets. The vendor shall expect an average of 100 per day.

S. 21 Shall provide as needed, bag lunches for inmates going to court, work details. Shall consist of the minimum, 2 sandwiches, fruit, dessert, condiments and a beverage. Meal must meet the 2800 calorie requirement per day excluding beverage. The vendor should expect an average of 50 bag lunches per day.

S. 22 Prepare and provide additional meals in time of emergencies (i.e. floods, hurricanes, tornadoes, etc) for staff and county Emergency Operation Center as requested by the administrative staff.

S. 23 If utilities are disrupted for any reason, or other emergency situations arise which makes the use of the facility kitchen impossible or impractical, the vendor must make other facilities available to supply meals to the facility. To be done at no additional cost to the county unless otherwise agreed to in writing by both parties. Include in work plan, proposal for handling emergency feeding situations. Cold meal will be lunch and is to be served on a tray.

S. 24 The vendor shall maintain standard recipes in the kitchen for each item to be prepared. These recipes shall be utilized by cooks in preparing each meal, and shall designate for each item prepared, the cooking procedure, and ingredient and quantities required. Recipe cards shall be made available at any time for use of the OCDC administration for audit or inspection. All recipe cards shall be kept on file for a minimum of 5 years and shall become the property of the County.

S. 25 The vendor shall include in the proposal their policies for serving special, traditional meals on holidays. Proposed menus and holidays shall be identified. All such meals will be provided at contract rates. A minimum of four (4) special meals shall be provided annually, including Easter, July 4th, Thanksgiving and Christmas to be approved by Jail Administrator. Contractor to provide catering services for special events when requested by OCDC. Cost to be negotiated with vendor. With adequate notice the vendor will provide the food at bulk prices. If adequate notice is not provided, the cost will be negotiated with contractor.

S. 26 All foods served shall be wholesome and free from spoilage and decay. All food items purchased shall meet and comply with all local, county, state and federal codes. All institutional meat purchased must meet the "General Requirements" as formulated by the US Department of Agriculture. Grade minimums for food items shall be as follows:

- 1) Poultry - USDA Grade A
- 2) Fish - USDA Grade A
- 3) Beef - USDA Good or Better
- 4) Eggs - USDA Grade A Medium
- 5) Vegetables (canned) Standard or Better
- 6) Fruit (canned) Standard or Better
- 7) Fresh fruit and vegetables - USDA No.1
- 8) Dairy products and cheese - USDA Grade A

- 9) Ground beef - USDA Good or Better - not to exceed 25% fat
 - 10) Smoked meats - Best quality
 - 11) Provisions and variety meats - Retail quality, Grade #1 from USDA inspected plants.
 - 12) Coffee and tea - Best grade/national brands
 - 13) Other beverages - Best grade/national brands
- The contractor shall eliminate pork products and purchase franks with synthetic casing.

S. 27 The average daily population has been projected to be approximately 300 inmates for 2013; projected increase of 10% per year. The ADP for 2012 was 250. Inmate workers are served a portion and a half of everything on the tray (approx 40-45).

S. 28 It shall be the contractor’s responsibility to implement and coordinate with the ORDC administration, a system for determining the number and type of meals required for each serving.

S. 29 The current provider is ABL Management Group.

Monthly cost based on meals served to inmates based on an ADP of 250

ADP	Inmate	Trustees	Officers
200-250	\$X.XX		
251-300	\$X.XX		
301-350	\$X.XX		
351-400	\$X.XX		

The ADP for 2012 was 250.

S. 30 Styrofoam/Paper is used for emergency situations only (i.e. dishwasher broken/large increase in population, etc.).

S. 31 CURRENT PLAN OF OPERATION

The vendor shall follow the current plan of operation or coordinate with the OCDC administration to implement an improved method. The current plan of operation is as follows:

S. 32 MAIN FACILITY

- 1) Food is prepared in the kitchen and placed in insulated serving trays. Beverages are carried in bulk thermal containers.
- 2) Insulated serving trays and beverage containers are loaded onto food delivery carts and transported to the main facility where they are dispensed into each section. Inmates eat their meals in their assigned housing area. Inmate workers assigned to the kitchen are used to deliver the meals from the food service area to the inmate housing units, and also retrieves the trays and returns them to the kitchen.
- 3) Trays are picked up after meal times and returned to the kitchen for cleaning, drying, and

reuse at the next meal time.

S. 33 ANNEX

1) Food is prepared in the kitchen and placed in insulated trays for distribution.

S. 34 The approximate meal times are:

Breakfast: 4:45 a.m. – 5:45 a.m.

Lunch: 11:30 a.m. - 1: 00 p.m.

Dinner: 4:30 p.m. – 5:45 p.m.

S. 35 Special arrangements must be made for feeding inmates who are returned from court, etc. after the scheduled meal times and those booked in before and after scheduled meal times. There are approximately 75-100 inmates per week that would be affected. Regular meals are normally held for these inmates.

S. 36 SANITATION/INSPECTION

Food Service shall **meet** all applicable federal, state, and local guidelines, laws and regulation. Sanitation, food handling, and food storage shall comply with standards set forth by the Department of Health and Environmental Control.

The Orangeburg County Detention Center administration may at any time, inspect food or meals, food storage, food preparation and serving area.

Food service shall meet the guidelines as prescribed by the American Correctional Association in order that the food service facility may obtain American Correctional Association accreditation. We are currently not accredited by the American Correctional Association.

Sanitation evaluation reports, designed in conjunction with the ORDC administration, are to be completed no less than once a week by the contractors Food Service Manager. These reports are to meet or exceed DHEC requirements. Any sub-standard findings noted by the manager must be corrected as soon as possible. These reports or a copy shall be forwarded to the OCDC administration immediately upon completion.

S. 37 Vendor shall assume all responsibility for all health and sanitation inspections.

S. 38 The vendor shall forward a copy of all DHEC inspections to the LCDC administration and correct any problems as soon as possible.

S. 39 STAFF MEALS

Staff may request meals during normal inmate meal times – No special meals for staff

S. 40 FREQUENCY OF MEALS OPTIONAL

7 days per week at an estimated cost of \$XXX.XX per year for shift personnel only- See proposal cost sheet optional

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S. 41 REPORTS, RECORDS, ACCESS

S. 42 The vendor shall keep full and accurate records of all purchases, sales, meals, training etc. and shall be made accessible at all times (on-site to the OCDC administration.)

S. 43 Any and all records shall be subject to an on-site inspection at any time by the OCDC administration.

S. 44 The vendor must provide to the OCDC administration reports as specified by the OCDC administrator.

S. 45 The vendor must maintain complete and accurate records of the number of meals served at each meal on a daily basis and to include special meals such as diets, snacks, etc. to be submitted weekly.

S. 46 A narrative report shall be submitted on the fifth working day of each month to the OCDC administration, including all data reflecting each month's workload and will include the following: (a) meals served (b) # of employees 8 hours worked etc.

S. 47 To ensure adequate stock level, a weekly inventory shall be made of all food items, utensils, supplies, etc.

S. 48 All personnel records shall be attainable at any time per the request of the OCDC administration.

SAFETY AND SECURITY

S. 49 The vendor and its entire staff shall be required to work closely with the OCDC personnel to insure the safety of all contract employees, inmate staff, and safety conditions of the food service area.

S. 50 The vendor shall demonstrate, within their proposal, knowledge of correctional safety and security by including an explanation of training programs given their employees which are designed for correctional institutions.

S. 51 In order to assure the safety of all persons, both within and without the Orangeburg County Detention Center, it shall be the responsibility of the vendor's staff to report to ORDC officers any actions or alleged actions of the detention center population which would violate any policy or procedure of the ORDC.

S. 52 Any employee of the vendor violating rules with respect to contraband, messages, bribes, contact or committing any other inappropriate actions shall be immediately reprimanded, suspended or terminated by the vendor. The proper action shall be coordinated with the OCDC administration and depending on the serious nature of the incident; the vendor shall surrender then to the proper authorities for appropriate criminal action if necessary.

S. 53 The vendor shall account for all tableware, utensils, (potential weapons) after each meal and store in a secure place. Any loss or unaccountable disappearance shall be reported to the OCDC administration immediately upon discovery. **Items destroyed or thrown away by employees or inmates shall be the responsibility of the vendor and must be replaced at no expense to the county.** Equipment damaged by the or inmate workers through negligence or inattentive supervision will be the responsibility of the vendor and must also be replaced at no expense to the county.

S. 54 The vendor will designate an employee to be responsible for checking out Detention Center kitchen keys from Annex Control and that said employee will hold such keys in his possession at all times and will return the keys to Annex control at the conclusion of all food service activities each day and prior to any food service personnel leaving the Detention Center.

ADDITIONAL OBLIGATIONS

S. 55 The vendor agrees to permit the Owner to examine, inspect, and have access to the books, records, papers, meters, equipment, and facilities, at all reasonable and proper times, with respect to the operation of the food service program in order to assure that each of the provisions of this agreement are being performed in a manner satisfactory to the Owner. The covenant applies locally and at the Vendor's Corporate Home Office.

S. 56 The Vendor will provide the Jail Administrator or designee, a complete and acceptable written Standard Operation Procedure Manual for the food service activities.

S. 57 The Vendor will at all times maintain an adequate staff of employees on duty for the efficient operation of a total food service operation and supervision of inmate workers assigned to food service.

S. 58 All vendor employees will possess appropriate State of South Carolina licenses, certifications or permits to perform the food service activity they are involved with. All Vendor employees will be appropriately dressed and present a neat, professional appearance. All vendors' employees will be physically fit for the duties to be performed, including good vision and hearing. All vendor employees will be trained on the operation of correctional food service program by the vendor's prior to the assignment of said employee to said facilities. The Owner reserves the right to refuse approval of employment and to order termination of any employee or prospective employee or employees of the vendor. The vendor will replace any employee when requested to do so by the Owner.

S. 59 The vendor will bear any loss resulting from dishonest acts on the part of its employees.

S. 60 The vendor and its employees will be responsible for reporting, in writing, any unusual events that may occur to the Owner via Jail Administrator.

S. 61 The vendor will meet with the Owner at such place and time as designated by the Owner to solve problems and to initiate any change in operations for improvement of the food service operation.

S. 62 The vendor and its assigned employees will be responsible for all supervision of the food service operation.

S. 63 The Vendor will be responsible for the sanitation, cleanliness, and general housekeeping of all food service areas. Additionally, the vendor will be responsible for sanitation, cleanliness, and general housekeeping of restrooms, offices, and storage areas designated as food service areas. The authorized Detention Department personnel will make periodic inspections as often as deemed necessary to insure the vendor's compliance.

S. 64 The vendor will provide for all telephone and office equipment required for the food services operations. Said equipment **must** be acceptable to Owner. There is currently one telephone for the food service area. The vendor will be responsible for all costs related to the use of this telephone. Vendor shall arrange for current and future telephone service to be billed directly to vendor. The County will help coordinate the installation of any additional lines.

S. 65 The Vendor will provide to the Jail Administrator for approval a written plan for key control and equipment control before commencing with said contract.

S. 66 The toilets, wash basins, and other equipment will not be used for any other purpose than those for which they were constructed.

S. 67 No alterations will be made on the premises nor will additional partitions or fixtures be installed in said premises without the written consent of the Owner.

S. 68 The Vendor will not remove or permit the removal from the premises of any of the fixtures and equipment owned by the Owner nor will it remove any equipment furnished by the Vendor to replace Owner's equipment lost, damaged, or destroyed.

S. 69 No signs, pictures, bulletins, advertisements, or notices of any kind will be painted, inscribed, or affixed to any part of the premises or any part of the building until said signs, advertisements, or notices are submitted to the Owner and approved in writing by the Jail Administrator.

S. 70 The Vendor will not permit gambling or unlawful practices of any kind on the premises.

S. 71 No alcoholic, spirituous, vinous, or fermented beverages will be stored, permitted, or sold on the premises. This will include liquors, malts, brewed beverages, and wine.

S. 72 The Vendor agrees to incur the cost for all food services purchased from other vendors as a result the Vendor's failure to provide adequate service for a temporary period as determined by the Owner during the term of this award.

S. 73 A joint inventory shall be conducted by the Vendor and representatives of the Owner of all County-owned equipment to be used by the Vendor. A list of all such equipment shall be compiled and a statement of condition of each item shall be made. The list shall be maintained on file by the County. The vendor agrees to **keep** all equipment **in good order** and return all such equipment to the Owner at the conclusion of the contract in approximately the same condition as stated on the inventory with fair wear and tear being expected. The Vendor agrees to maintain all equipment and return all such equipment to the Owner at the conclusion of the contract in approximately the same condition as stated on the inventory with fair wear and tear being expected. All maintenance costs on any equipment provided by the Vendor will be at the Vendor's expense.

S. 74 Vendor shall accept no responsibility for security at the Detention Center or for the custody of any inmate at any time, such responsibility being solely that of the Orangeburg County Detention Center.

S. 75 The vendor shall be responsible for purchasing, receiving, storage and inventory control of all food necessary for preparation of each meal in sufficient quantities to meet the needs of inmates and staff.

S. 76 The vendor shall also be responsible for ordering, receiving, storage, use and accountability for any USDA commodities used as part of the food service program. USDA commodities, used whenever possible, must be certified as to their use by the food service manager as required.

S. 77 The vendor shall be responsible for assuring that the correct merchandise is ordered and that deliveries are made to correspond with appropriate schedules and security measures. The Orangeburg County Detention Center Administration may require advance notification of deliveries.

S. 78 The vendor shall be responsible for purchasing, receiving, storage and inventory control of all cleaning and janitorial supplies necessary for keeping the food service area, equipment, dishes, tableware and utensils clean, sanitary and attractive.

S. 79 The vendor shall be responsible for purchasing, receiving, storage and inventory control of all cleaning and janitorial supplies necessary for keeping the restroom area clean and sanitary.

OWNER OBLIGATIONS

S. 80 The Owner shall, at its own expense, provide, maintain, repair and replace Food service equipment currently in place or secured under these specifications in the food service facility on an as needed basis and provided sufficient funds are appropriated by the County. A list of equipment will be provided at the pre-proposal conference. **Items destroyed or thrown away by employees or inmates shall be the responsibility of the vendor and must be replaced at no expense to the county.**

S. 82 The Owner will furnish the Vendor with water, sewer, electricity, heating and air conditioning, and gas for operating food serviced area. The furnishing of utilities will be for the exclusive operation of the food service program for the Owner only. However, the vendor shall be responsible to operate facilities in an energy efficient manner.

Maintenance for these utilities will be provided by the Owner as it deems necessary.

S. 83 The Owner does not guarantee an uninterrupted supply of water, sewer, electricity, gas, air conditioning, or heat. Nor does the Owner guarantee uninterrupted service in providing said utilities, except that it shall be diligent in restoring service following any interruptions. The Owner shall not be liable to the Vendor or to others for any loss, damage, cost, or expense this may result from the interruption or failure of any such service.

S. 84 The Owner will provide a sufficient number of inmates, when possible, to provide for sanitation and cleaning needs food service areas. However, the Vendor will be responsible for the sanitation, cleanliness, and general housekeeping of all food service areas.

S. 85 The Owner will provide dumpsters or similar equipment for the removal of trash and garbage. The Vendor will maintain the highest standards of sanitation and cleanliness of all areas where trash and garbage are collected in all food service areas.

S. 86 The Owner agrees to provide the cleaning, repair, and replacement of fluorescent tubes and/or bulbs in the food service areas and further will include necessary electrical wiring as it deems necessary.

S. 87 The County shall maintain and repair the building structure in areas assigned to the vendor.

S. 88 The County will provide pest control for all areas assigned to the vendor in accordance with existing County procedures.

S. 89 The County will provide reasonable and adequate physical security for the vendor's employees and suppliers.

S. 90 ACCESS AND USE OF FACILITIES

S. 91 The Vendor will have access to and use of the food services areas when not in operation providing notice is given in advance.

Vendor Qualifications and Information

RFP No. FY14-0221 Required Basic Meals for Confined Persons

Vendor shall provide with its proposal, the following which should be collated, fastened together and clearly labeled "Vendor's Certification of Qualifications and Information for RFP No. FY14-0221 :

1. Documentation of vendor's general comparative experience(s) to demonstrate vendor has a minimum of three (3) years correctional food service experience providing full, on-site operation. The minimum general comparative experience for this procurement is the successful completion of three (3) years of correctional food service experience. All three (3) years do not have to be with the same correctional client: vendor may accumulate the three (3) year minimum from vendor's service to several correctional clients.

2. Documentation of vendor's specific comparative experience(s) to demonstrate that vendor has a minimum of one successfully completed, one-year period of being the exclusive provider of Meals to a confined population of 300 or more. The minimum specific comparative experience required for this procurement is one successfully completed, one-year period of being the exclusive provider of Meals to a confined population numbering 300 or more. The description of vendor's experience(s) should highlight whatever parallels vendor believes exist between the procurement described in RFP No. FY14-0221 and vendor's actual experience(s).

3. Documentation of a contractual relationship between vendor and a client for a current or recent food services contract pursuant to which vendor has been the exclusive provider on a daily basis for 300 or more of each of the following meals: breakfast, lunch and dinner. The minimum contractual relationship required for this procurement is one successfully completed, one-year period. Please limit documentation to no more than five (5) contracts.

4. Three positive client references.

5. Documentation of the qualifications of vendor's proposed staff for each of the following key positions, including, where noted, confirmation that vendor shall fill the position with a person who possesses the minimum qualifications:

o Food Service Manager

o If proposal includes the use of inmate workers, Inmate Supervisor

o Nutritionist – At a minimum, the nutritionist shall be a certified dietitian licensed by the State of South Carolina. This position will review vendor's menus to ensure that each of the Meals meets the applicable nutritional standards.

6. A 30-day, 3-meals-a- day, sample menu for each of the following categories

o The general population of confined persons being served Meals at the Detention Center

o The general population of confined persons being served breakfast and dinner at the Detention Center, but being served a portable lunch

7. Vendor's current organizational chart and a description of the general history of the vendor.

8. Documentation of the vendor's financial stability, such as a copy of its most recent annual report

9. A list of vendor's general or correctional food service affiliations

10. A description of any litigation within the last 10 years to which vendor has been a party

11. Certificate of Insurance showing Workmen's Compensation Coverage

Evaluation Criteria

RFP No. FY14-0221 Required Basic Meals for Confined Persons

If the County decides to go forward with the procurement, the award shall be made to the vendor whose proposal the County determines to be the most advantageous to the County taking into consideration the evaluation factors stated in this section. The evaluation shall be based in part on the County's review and/or verification of the Vendor Qualifications Responses. The factors to be considered in evaluating proposals are as follows, and are list in order of relative importance:

1. Comparative experience of vendor in providing Meals in an environment similar to that described in the Scope of Work
2. Competitive pricing
3. Qualitative evaluation of vendor based on vendor's response to Vendor Qualifications and Information and by responses County obtains from questioning vendor's submitted references.
4. Comparative experience of proposed key staff
5. Vendor's financial stability
6. Vendor's willingness, in connection with the Scope of Work, to (1) include Orangeburg County residents in its employment and (2) obtain its supplies from within Orangeburg County .

1. The method of selection, Competitive Seal Proposals, does not require a numerical weighting for each factor. See Code §5-304.7.

Certified Proposal - Option 1

RFP No. FY14-0221 Required Basic Meals for Confined Persons

Proposal for Option 1 – Vendor provides all labor for Scope of Work

Vendor proposes to perform the Scope of Work for a period of two years with the option to renew in one (1) intervals in exchange for weekly payments based on the number of meals served the previous week using the following variables:

If the number of meals served on a particular day is 900 meals or less, then the price per meal for that day shall be ____.

If the number of meals served on a particular day is between 901 and 975, then the price per meal for that day shall be ____.

If the number of meals served on a particular day is between 976 and 1,050, then the price per meal for that day shall be ____.

If the number of meals served on a particular day is between 1,051 and 1,125, then the price per meal for that day shall be ____.

If the number of meals served on a particular day is between 1,126 and 1,200, then the price per meal for that day shall be ____.

If the number of meals served on a particular day is between 1,201 and 1,275, then the price per meal for that day shall be ____.

As part of vendor's proposal for Option 1, vendor shall provide all labor required to perform the Scope of Work.

By signature below, the submitting vendor certifies the foregoing proposal in the following respects: proposal prices are firm for a minimum of 90 days from the date of opening; this proposal is made without prior understanding, agreement, or connection with any other submitting vendor; and this proposal is in all respects fair and without collusion or fraud.

Printed Vendor Name

Signature of Vendor's Authorized Agent

Date of Signature

Printed Name of Vendor's Authorized Agent

Title with Vendor of Vendor's Authorized Agent

Certified Proposal - Option 2

RFP No. FY14-0221 Required Basic Meals for Confined Persons

Proposal for Option 2 – Vendor supervises inmate labor for Scope of Work

Vendor proposes to perform the Scope of Work with the assistance of inmate labor for a period of two years with the option to renew in (1) year intervals in exchange for weekly payments based on the number of meals served the previous week using the following variables:

If the number of meals served on a particular day is 900 meals or less, then the price per meal for that day shall be ____.

If the number of meals served on a particular day is between 901 and 975, then the price per meal for that day shall be ____.

If the number of meals served on a particular day is between 976 and 1,050, then the price per meal for that day shall be ____.

If the number of meals served on a particular day is between 1,051 and 1,125, then the price per meal for that day shall be ____.

If the number of meals served on a particular day is between 1,126 and 1,200, then the price per meal for that day shall be ____.

If the number of meals served on a particular day is between 1,201 and 1,275, then the price per meal for that day shall be ____.

As part of vendor’s proposal for option 2, vendor shall provide the following key personnel and supervise the following inmate labor required to perform the Scope of Work:

Vendor Personnel: _____

Inmate Labor Vendor Will Supervise: _____

By signature below, the submitting vendor certifies the foregoing proposal in the following respects: proposal prices are firm for a minimum of 90 days from the date of opening; this proposal is made without prior understanding, agreement, or connection with any other submitting vendor; and this proposal is in all respects fair and without collusion or fraud.

Printed Vendor Name

Signature of Vendor’s Authorized Agent

Date of Signature

Printed Name of Vendor’s Authorized Agent

Title with Vendor of Vendor’s Authorized Agent

Certified Proposal - Option 3

RFP No. FY14-0221 Required Basic Meals for Confined Persons

Proposal for Option 3 – Staff Meals (Optional)

7 days per Week at an estimated costs of \$_____ per year for shift personnel only

By signature below, the submitting vendor certifies the foregoing proposal in the following respects: proposal prices are firm for a minimum of 90 days from the date of opening; this proposal is made without prior understanding, agreement, or connection with any other submitting vendor; and this proposal is in all respects fair and without collusion or fraud.

Printed Vendor Name

Signature of Vendor's Authorized Agent

Date of Signature

Printed Name of Vendor's Authorized Agent

Title with Vendor of Vendor's Authorized Agent

Certification of No Exceptions

RFP No. FY14-0221 Required Basic Meals for Confined Persons

The Code requires vendors to give written notice with a submission if vendor will not accept a term of the RFP and the incorporated Code as a contract term. See Code §4-302. In connection with that requirement, a vendor must complete this certification and include it in its submission. Vendor certifies the following regarding its proposal(s):

1. Vendor AGREES to all of the terms of the RFP (including the incorporated Code terms) and takes NO EXCEPTIONS: ____ Yes ____ No

2. Vendor does NOT AGREE to all of the terms of the RFP (including the incorporated Code terms), and a COMPLETE LIST OF VENDOR'S EXCEPTIONS to same are listed and described below:

____ Yes ____ No

Identification

Of Excepted Vendor's

Term Description of vendor's substituted term Initials

Exception 1:

Exception 2:

Exception 3:

Exception 4:

Exception 5:

The undersigned vendor hereby certifies that the above-listed exceptions comprise the only exceptions vendor has to the RFP (including the incorporated Code terms). The undersigned vendor understands and agrees that if it is the successful vendor, its attempt to claim any exceptions other than those listed above, shall result in the County having the right to claim the bid security bond, retract the intent to award or award, award to another vendor, and suspend and/or debar the vendor.

Printed Vendor Name

Signature of Vendor's Authorized Agent

Printed Name of Vendor's Authorized Agent

Title with Vendor of Vendor's Authorized Agent

Certification of Preference(s)

RFP No. FY14-0221 Required Basic Meals for Confined Persons

The Code authorizes specific preferences. See Article 3. If a vendor is qualified for one or more preferences and desires to exercise the preference(s), then the vendor must complete and submit this form with its proposal. If a vendor is either (1) not qualified for any preference OR (2) is qualified, but does not desire to exercise any preference, then the vendor does not need to complete or submit this form with its proposal.

Vendor is qualified for and desires to exercise the following preference(s) as vendor has marked, below:

Preference 1. Vendor is a resident of the State of South Carolina: Yes No

Preference 2. Vendor is a resident of Orangeburg County, SC: Yes No

Preference 3. Vendor is an MBE: Yes No

The undersigned vendor hereby certifies that vendor is qualified for the preference(s) above to which the vendor has indicated "Yes". In addition, the undersigned vendor understands and agrees that if it is not qualified for a preference, but claims to be qualified for a preference on this form, the County shall have the right to suspend and/or debar the vendor in accordance with the Code.

Printed Vendor Name

Signature of Vendor's Authorized Agent

Printed Name of Vendor's Authorized Agent

Title with Vendor of Vendor's Authorized Agent

Addendum Acknowledgement

RFP No. FY14-0221 Required Basic Meals for Confined Persons

Vendor acknowledges receipt of the follow Addendum to the above-described procurement, agrees that same is/are hereby incorporated and made a part of the above-described procurement as if the Addendum had been included in the original procurement documents:

Addendum No.	Addendum Date	Initials of Vendor's Authorized Agent
_____	_____	_____
_____	_____	_____
_____	_____	_____

Printed Vendor Name

Signature of Vendor's Authorized Agent

Printed Name of Vendor's Authorized Agent

Title with Vendor of Vendor's Authorized Agent

Vendor shall submit a completed Addendum Acknowledgement form with its submission. **Vendor may be disqualified from this procurement unless vendor submits a completed Addendum Acknowledgement form referring to this Addendum with vendor's proposal.**

