

Request for Proposals

No. 18-009

**To provide
Food Services**

for

**Effingham County Board of Commissioners
Springfield, Georgia**

for

**Effingham County Prison & Jail Inmates and
Effingham County Senior Citizens**

JANUARY 2018



**All Submissions returned to:
Effingham County Board of Commissioners
ATTN: Purchasing Office
601 North Laurel Street
Springfield, GA 31329**

January 16th, 2018

**RE: RFP No. 18-009
Request for Proposals for Food Services for Effingham County Inmates and Senior Citizens**

Dear Sir or Madam:

This is an invitation to submit a proposal to supply Effingham County, Georgia with the professional services as specified herein. Sealed proposals will be received at the Office of the Purchasing Agent, **EFFINGHAM COUNTY ADMINISTRATIVE COMPLEX, 601 N. LAUREL STREEET, SPRINGFIELD, GEORGIA**, up to **11.00am (local time) on Friday February 2nd, 2018.**

Effingham County Board of Commissioners reserves the right to reject any and all bids or any and all bids that are non-responsive or not responsible. Additionally, Effingham County Board of Commissioners has the right to waive any technicalities or informalities. Effingham County may issue change orders altering the original scope of work to address changes or unforeseen conditions necessary for the project completion.

Instructions for the preparation and submission of a proposal are contained in the request for proposal package. If you do not submit a proposal, please return the no-bid sheet and state the reason.

Any questions pertaining to this RFP **must** be made in writing and must be received at the office of the Purchasing Agent no later than **11.00am (Local Time) on Thursday January 25th, 2018.** No response will be given to any questions received after **11.00am (Local Time) on Thursday January 25th, 2018.** Questions may be faxed to 912-754-8413; emailed to fcharleton@effinghamcounty.org or mailed to the address below. If questions are mailed, please DO NOT put the bid number on the outside of the envelope.

The response to all questions will be in the form of an addendum and will be posted on the Effingham County website www.effinghamcounty.org before **5.00pm (Local Time) on Monday January 29th, 2018.**

The only official answer or position of Effingham County will be the one stated in writing.

**EFFINGHAM COUNTY, GEORGIA
DOCUMENT CHECK LIST**

Company Name : _____

Please indicate you have completed the following documentation; and then submit as **REQUIRED.**

REQUIRED	COMPLETED	ITEM DESCRIPTION
		INSTRUCTIONS TO BIDDERS
		REQUEST FOR QUOTE
X		BID / QUOTE SUBMITTAL FORM
		SURETY REQUIREMENTS (Certified check or other security of _% required with BID SUBMITTAL – BID BOND FORM PROVIDED)
		PERFORMANCE BOND- UPON AWARD OF CONTRACT (FORM PROVIDED)
		PAYMENT BOND- UPON AWARD OF CONTRACT (FORM PROVIDED)
		CERTIFICATE OF INSURANCE (SAMPLE ATTACHED)
X		W-9
		LEGAL NOTICE
X		CONTRACTOR AFFIDAVIT & AGREEMENT (E-VERIFY)
X		SUB-CONTRACTOR AFFIDAVIT & AGREEMENT (E-VERIFY)
		GEORGIA PROFESSIONAL LICENCE CERTIFICATIONS
X		LIST OF SUB-CONTRACTORS
X		ATTACHMENTS
X		RECEIPT OF ADDENDA IF ANY

Authorized Signature

Title

Print Name

Date

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

**SECTION I
INSTRUCTIONS TO VENDORS**

***THE COUNTY'S CURRENT FOOD SERVICE PROVIDERS CONTRACT WILL END ON
MARCH 9, 2018.***

***THE COUNTY INTENDS TO AWARD A CONTRACT FOR THE NEW FOOD SERVICE
PROVIDER ON FEBRUARY 20, 2018 WITH A START DATE OF MARCH 10, 2018.***

***PROPOSER CONFIRMS THAT BY SUBMITTING A BID, THEY ARE ABLE TO START
WORK ON MARCH 10, 2018.***

1.1 PURPOSE:

The purpose of this document is to provide general and specific information for use in submitting a proposal to supply Effingham County with services as described herein. All proposals are governed by the Code of Effingham County, and the laws of the State of Georgia. Any contract and/or agreement and any addendums to it that result from this RFP shall be governed by the laws of Georgia, with venue in Effingham County.

1.2 HOW TO SUBMIT PROPOSALS:

All proposals shall be:

- A. Submitted in sealed opaque package (envelope or box as necessary), plainly marked with the RFP number and title, date and time of submission, and company name.
- B. Mailed or delivered in sufficient time to ensure receipt by the Purchasing Agent on or before the time and date specified above.

Hand Delivery and Mailing Address:

Effingham County Purchasing Agent,
601 North Laurel Street,
Springfield, Georgia, 31329.

- C. Please check the County's website www.effinghamcounty.org prior to submission for any addendum to the RFP

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

1.3 HOW TO SUBMIT AN OBJECTION:

Objections from Vendors to this request for proposal and/or these specifications should be brought to the attention of the County Purchasing Agent either verbally at the pre-proposal conference, or in writing at least two (2) days prior to pre-proposal conference. The objections contemplated may pertain to form and/or substance of the request for proposal documents. Failure to object in accordance with the above procedure will constitute a waiver on the part of the business to protest this request for proposal.

1.4 ERRORS IN PROPOSALS:

Vendors or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting proposals. Failure to do so will be at the Vendor's own risk.

1.5 STANDARDS FOR ACCEPTANCE OF VENDORS FOR CONTRACT AWARD:

The County expressly reserves the right in its sole judgement, to accept or reject any or all proposals with or without cause and to waive any technicalities or irregularities in proposals received whenever such rejection or waiver is in the best interest of the County. The County reserves the right to reject the offer of a Vendor who has previously failed to perform properly or complete on time contracts of a similar nature, or an offer from a Vendor whom investigation shows is not in a position to perform the contract.

1.6 VENDOR:

Whenever the term "vendor" is used it shall encompass the "person," "business," "firm," or other party submitting a proposal to Effingham County in such capacity before a contract has been entered into between such party and the County. At times throughout this request for proposal the term "vendor" may be used interchangeably with the terms "contractor", "proposer" and "bidder".

1.7 COMPLIANCE WITH LAWS:

The Vendor shall obtain and maintain all licenses, permits, liability insurance, workman's compensation insurance and comply with any and all other standards or regulations required by Federal, State or County statute, ordinances and rules during the performance of any contract between the Vendor and the County. Any such requirement specifically set forth in any contract document between the Vendor and the County shall be supplementary to this section and not in substitution thereof.

1.8 COUNTY:

Whenever the term "County" or "Owner" is used it is to refer to the Effingham County Board of Commissioners.

1.9 DEBARRED FIRMS AND PENDING LITIGATION:

Any potential Vendor/firm listed on the Federal or State of Georgia Parties Listing (barred from doing business) **will not** be considered for contract award. Vendors **shall disclose** any record of pending criminal violations (indictment) and/or convictions, pending lawsuits, etc., and any actions that may be a conflict of interest occurring within the past five (5) years.

Proposals will not be accepted from any company, firm, person, party or parent subsidiary, against which Effingham County has an outstanding claim, or financial dispute relating to prior contract performance. If the County, at any time, discovers such a dispute during any point of evaluation, the proposal will not be considered further. Any Vendor/firm previously defaulting or terminating a contract with the County will not be considered.

Vendor acknowledges that in performing contract work for the County, Vendor shall not utilize any firms that have been a party to any of the above actions. If Vendor has engaged any firm to work on this contract or project that is later debarred, Vendor shall sever its relationship with the firm with respect to County contract.

** All Vendors are to read and complete the Vendors certification regarding debarment, suspension, ineligibility, and voluntary exclusion enclosed as Disclosure of Responsibility - Attachment D to be returned with response. Failure to do so may result in your proposal being rejected as non-responsive.

1.10 IMMIGRATION:

On 1 July 2009, the Georgia Security and Immigration Compliance Act (SB 529, Section 2) became effective. All employers, contractors and subcontractors entering into a contract or performing work must sign an affidavit that he/she has used the E-Verify System. E-Verify is a no-cost federal employment verification system to insure employment eligibility. Affidavits are enclosed in this solicitation. You may download M-274 Handbook for Employers at <http://www.dol.state.ga.us/spotlight/employment/rules>. You may go to <http://www.uscis.gov> to find the E-Verify information.

** All Vendors are to read and complete the E-Verify affidavit enclosed as Attachment E to be returned with response. Failure to do so may result in your solicitation response being rejected as non-responsive.

1.11 PRISON RAPE ELMINATION ACT (PREA):

On 4 September 2003, the Prison Rape Elimination Act was signed into law. By completing the Attachment G, contractor certifies that he/she will comply with the national standards to prevent, detect, and respond to prison rape under the Prison Rape Elimination Act (PREA), Federal Rule 28 C.F.R. Part 115. The contractor also certifies that he/she will comply with all Effingham County policies and procedures that relate to PREA. Contractor certifies that he/she will be responsible for the completion of Attachment G by any and all sub-contractors he/she employs to complete the project.

1.12 PROTECTION OF RESIDENT WORKERS:

Effingham County Board of Commissioners actively supports the Immigration and Nationality Act (INA) which includes provisions addressing employment eligibility, employment verification, and nondiscrimination. Under the INA, employers may hire only persons who may legally work in the United States (i.e., citizens and nationals of the U.S.) and aliens authorized to work in the U.S. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verification Form (I-9). The contractor shall establish appropriate procedures and controls so no services or products under the Contract Documents will be performed or manufactured by any worker who is not legally eligible to perform such services or employment.

1.13 RFP SCHEDULE:

Request for Proposal	Date/ Time
Owner issues public advertisement of RFP	Tuesday January 16 th , 2018
Deadline for submission of written questions	Thursday January 25 th , 2018, before 11.00am (local time)
Addendum issued to answer questions (if any) and posted online at www.effinghamcounty.org	Monday January 29 th , 2018 before 5.00pm (local time)
Deadline for submission of Proposals	Friday February 2 nd , 2018 at 11.00am (local time)
Bid and Contract to Board of Commissioners	Tuesday February 20 th , 2018

**SECTION II
GENERAL CONDITIONS**

2.1 SPECIFICATIONS:

Any obvious error or omission in the specifications shall not inure to the benefit of the Vendor but shall put the Vendor on notice to inquire of or identify the same to the County.

2.2 GEORGIA OPEN RECORDS ACT:

The responses will become part of the County's official files without any obligation on the County's part. Ownership of all data, materials, and documentation prepared for and submitted to Effingham County in response to a solicitation, regardless of type, shall belong exclusively to Effingham County and will be considered a record prepared, maintained or received in the course of operations of public office or agency and is subject to public inspection in accordance with the *Georgia Open Records Act. Official Code of*

Georgia Annotated, Section 50-18-070, et. Seq. unless otherwise provided by law. The Georgia Open Records Act is applicable to the records of all contractors and subcontractors under contract with the County. This applies to those specific contracts currently in effect and those which have been completed or closed up to three (3) years following completion.

2.3 GEORGIA TRADE SECRET ACT OF 1990:

In the event that a Vendor submits secret information to the County, the information must be clearly labeled as a "Trade Secret". The County will maintain the confidentiality of such trade secrets to the extent provided by law.

2.4 OFFERS TO BE FIRM:

The Vendor **warrants** that terms and conditions quoted in his offer will be firm for acceptance for a period of ninety (90) days from the date of proposal submittal. Fees quoted must also be firm for a ninety (90) day period.

2.5 COMPLETENESS:

All information required by the request for proposal must be completed and submitted to constitute a proper proposal. The County shall have sole discretion in evaluating qualifications and responses of Vendors. Vendor acknowledges that in performing a contract for the Board, Vendor shall not utilize any firms that have been a party to any of the actions listed in paragraph **1.9**. If Vendor has engaged any firm to work on this contract or project that is later debarred, Vendor shall sever its relationship with that firm with respect to the Board's contract.

2.6 MULTIPLE PROPOSALS:

No Vendor will be allowed to submit more than one offer. Any alternate proposals must be brought to the Purchasing Agent's attention during the Pre-proposal Conference if one is scheduled, or submitted in writing at least five (5) days preceding the date for submission of proposals.

2.7 PATENT IDEMNITY:

Except as otherwise provided, the successful Vendor agrees to indemnify Effingham County and its officers, agents and employees against liability.

2.8 QUALIFICATION OF BUSINESS (RESPONSIBLE VENDOR):

A responsible Vendor is defined as one who meets all requirements of the RFP. Effingham County has the right to require any or all Vendors to submit documentation of their ability to perform, provide or carry out the service as requested herein and to disqualify the proposal of any Vendor as being unresponsive or un-responsible whenever such Vendor cannot.

2.9 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION:

By submission of this proposal, the Vendor certifies, and in the case of a joint proposal each party thereto as to its own organization, that in connection with this procurement:

- A. The prices in this proposal have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Vendor or with any competitor;
- B. Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the Vendor and will not knowingly be disclosed by the Vendor prior to opening, directly or indirectly to any other competitor; and;
- C. No attempt has been made or will be made by the Vendor to induce any other person or firm to submit or not to submit a proposal for the purpose or restricting competition.

2.10 AWARD OF CONTRACT:

The contract, if awarded, will be awarded to the responsible Vendor whose proposal will be most advantageous to Effingham County, price and other factors considered. The Board of Commissioners will make the determination as to which proposal best serves the interests of Effingham County. ***Appeal of an award can only be made after the Board of Commissioners award a contract.***

2.11 TERM OF THE CONTRACT:

The initial term of the contract will be for three (3) years with the option to automatically renew for two (2) additional one (1) year terms.

- A. Unless otherwise directed by the Effingham County Board of Commissioners.
- B. Unless budgeted funds are not appropriated for said term.

2.12 INSURANCE PROVISIONS:

The selected Vendor shall be required to procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Vendor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the Vendor's fee proposal. **Contract work will not proceed unless Effingham County has in their possession, a current Certificate of Insurance. Effingham County invokes the defense of sovereign immunity. The County is not to be included as an additional insured on insurance contracts.**

- A. General Information that shall appear on a Certificate of Insurance:
 - a. Name of Producer (contractor's insurance Broker/Agent).
 - b. Companies affording coverage (there may be several).
 - c. Name and address of the Insured (this should be the Company or Parent of the firm Effingham County is contracting with).
 - d. A Summary of all current insurance for the insured (includes effective dates of coverage).
 - e. A brief description of the operations to be performed, the specific job to be performed, or contract number.
 - f. Certificate Holder (**This is to always include Effingham County**).

2.13 LIMITS OF INSURANCE:

Effective coverage shall have the following limits:

- A. **Commercial General Liability:** Provides protection against bodily injury and property damage claims arising from operations of a contractor or tenant. Minimum limits: \$1,000,000 bodily injury and property damage per occurrence and annual aggregate.
- B. **Worker's Compensation and Employer's Liability:** Provides statutory protection against bodily injury, sickness or disease sustained by employees of the contractor while performing within the scope of duties. Minimum limits: \$500,000 for each accident, disease policy limit, and disease each employee and Statutory Worker's Compensation limit.
- C. **Business Automobile Liability:** Coverage insures against liability claims arising out of the contractor's use of automobiles. Minimum limit: \$1,000,000 combined single limit per accident for bodily injury, property damage, and should be written on an "Any Auto" basis.

2.14 SPECIAL REQUIREMENTS:

- A. **Claims-Made Coverage:** The limits of liability shall remain the same as the occurrence basis, however, the Retroactive date shall be prior to or coincident with the date of any contract, and the Certificate of Insurance shall state the retroactive date and the coverage is claims-made.
- B. **Extended Reporting Periods:** The contractor shall provide the County with a notice of the election to initiate any Supplemental Extended Reporting Period and the reason(s) for invoking this option.
- C. **Reporting Provisions:** Any failure to comply with reporting provisions of the policies shall not affect coverage provided in relation to this invitation.
- D. **Cancellation/Non-Renewal Notification:** Each insurance policy supplied in response to this

invitation shall be endorsed to state that it shall not be suspended, voided, or canceled, except after thirty (30) days prior to written notice by certified mail, return receipt, has been given to the County.

- E. **Proof of Insurance:** Effingham County shall be furnished with certificates of insurance and original endorsements affecting coverage required by this invitation. The certificates and endorsements are to be signed by a person authorized by the insurer to bind coverage on its behalf. All certificates of insurance are to be submitted prior to, and approved by, the County before services are rendered. The Vendor must ensure Certificates of Insurance are updated for the entire term of the Contract.
- F. **Insurer Acceptability:** Insurance is to be placed with an insurer having an A.M. Best's rating of A and a five (5) year average financial rating of not less than V. If an insurer does not qualify for averaging on a five year basis, the current total Best's rating will be used to evaluate insurer acceptability.
- G. **Lapse in Coverage:** A lapse in coverage shall constitute grounds for contract termination by Effingham County Board of Commissioners.
- H. **Deductible and Self-Insured Retention:** Any deductibles or self-insured retention must be declared to, and approved by, the County. At the option of the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retention as related to the County, its officials, officers, employees, and volunteers; or the Vendor shall procure a bond guaranteeing payment of related suits, losses, claims and related investigation, claim administration and defense expenses.

2.15 INDEMNIFICATION:

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

2.16 INTERPRETING SPECIFICATION:

The specifications or scope of services contained herein are intended to be descriptive rather than restrictive. The County is soliciting a proposal to provide a complete product or service package which meets all requirements. Changes in the scope of services, specifications, or terms and conditions if the RFP will be made in writing by the County prior to the proposal opening or due date. Results of informal meetings between a potential Vendor and a County official or employee may not be used as a basis for deviations from the requirements contained in this solicitation.

2.17 SIGNED RESPONSE CONSIDERED AN OFFER:

The signed Response shall be considered an offer on the part of the Vendor, which offer shall be deemed accepted upon approval by the Effingham County Board of Commissioners, or their designee. In case of a default on the part of the Vendor after such acceptance, Effingham County may take such action as it

deems appropriate, including legal action for damages or lack of required performance.

2.18 PAYMENT TO CONTRACTORS:

- A. Questions regarding payment may be directed to the Effingham County Finance Department, at (912) 754-8057.
- B. Effingham County is a tax exempt entity. Every contractor, vendor, business or person under contract with Effingham County is required by Georgia law to pay State sales or use taxes for products purchased in Georgia or transported into Georgia and sold to Effingham County by contract. Please consult the State of Georgia, Department of Revenue, Sales and Use Tax Unit in Atlanta (404) 656-4065 for additional information.

2.19 CONTRACT COST ADJUSTMENTS:

Prices quoted shall be firm for one (1) year. Requests for adjustment shall be made 90 days prior to the anniversary of the executed contract. Allowable adjustments shall not be greater than the last yearly percentage increase in the All Urban Consumers Price Index (CPI-U) as published by the Bureau of Labor Statistics, U.S. Department of Labor. Adjustments shall be based upon food cost. The County may review the request for adjustments on a case by case basis. The County reserves the right to re-bid these services upon the anniversary of the expiration date of the contract.

2.20 VENDOR DEFAULT:

In case of Vendor default, the County will provide a letter of official notice of non-performance. If the issue(s) are not remedied 30 days from receipt of said notice, the County reserves the right to procure services from other sources.

2.21 RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS OR REQUIREMENTS:

It is the responsibility of the prospective Proposer to review the entire request for proposal (RFP) packet and to notify the Purchasing Department if the specifications are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the specifications or bidding procedures must be received in the Purchasing Department not less than seventy-two (72) hours prior to the time set for proposal opening.

2.22 MERGERS:

If a selected firm is sold or merged with another investment organization, the County will consider the contract binding regardless of any name changes. If there is a conflict of interest, the County reserves the right to terminate said contract.

INTENTIONALLY LEFT BLANK

THE COUNTY'S CURRENT FOOD SERVICE PROVIDERS CONTRACT WILL END ON MARCH 9, 2018.

THE COUNTY INTENDS TO AWARD A CONTRACT FOR THE NEW FOOD SERVICE PROVIDER ON FEBRUARY 20, 2018 WITH A START DATE OF MARCH 10, 2018.

PROPOSER CONFIRMS THAT BY SUBMITTING A BID, THEY ARE ABLE TO START WORK ON MARCH 10, 2018.

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

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

This _____ day of _____ 20 _____.

BY: _____

SIGNATURE

PRINTED NAME AND TITLE

COMPANY

ADDRESS

PHONE NO.

SECTION III

REQUEST FOR PROPOSAL

3.1 DESCRIPTION AND OBJECTIVES

Effingham County is seeking proposals from firms that are qualified to provide Food Service for Effingham County Prison & Jail Inmates and Senior Citizens.

3.2 ACCEPTANCE AND EVALUATION OF PROPOSALS:

A selection committee shall evaluate all proposals submitted to the RFP. All technical requirements, unless otherwise specified, must be met by the Vendor or such proposal will be disqualified as being non-responsive. Proposals that are deemed to be incomplete as to substance and content may be returned without further consideration.

3.3 PRICING PROPOSAL:

Provide a completed Pricing Proposal Form (Attachment A).

3.4 PROPOSAL DEADLINE:

The response to the request for proposal must be received by the Effingham County Purchasing Office no later than **11.00am (local time) on Friday February 2nd, 2018.** Any proposal received after the time and date stipulated will be rejected and returned to the Vendor. The County may, for good and sufficient reason, extend the response deadline, in which case all potential Vendors will receive an addendum setting forth the new date.

3.5 WITHDRAWAL OF PROPOSAL:

Effingham County Board of Commissioners reserves the right to withdraw the RFP in whole or in part, at any time and for any reason. Submission of a proposal confers no rights upon the vendor nor obligates the Board of Commissioners in any manner. Effingham County Board of Commissioners reserves the right to award no agreement and to solicit additional offers at a later date.

Vendor proposal may be withdrawn by written REQUEST received by the County before the time fixed for receipt of proposals

3.6 CONFIDENTIALITY OF DOCUMENTS:

Upon receipt of a proposal by the County the proposal shall become the property of the County without compensation to the Vendor, for disposition or usage by the County at its discretion. Due to the fact that the proposals will be subject to an evaluation review for accurate qualifications, only the respondent names who submit proposals to this RFP and the total bid price will be read aloud publicly. The details and particulars of the proposal documents will remain confidential until final award of the contract.

3.7 FORMAT OF RESPONSES:

To be considered, Vendors must submit a complete response to the request for proposals. Proposals are to be submitted in 8½” x 11” size, typed or printed in ink and bound with a simple method of fastening. Lengthy narratives are discouraged; presentations should be brief and concise and not include extraneous or unnecessarily elaborate promotional material. The proposal should not exceed 50 pages in length, excluding appendices (if any), vendor policies and procedures and vendor maintenance and quality assurance programs. To assure a uniform review process and obtain the maximum degree of comparability, each proposal shall include the following content and shall be presented in the following order:

A. Letter of Interest

The Letter of Interest shall be limited to three (3) single-spaced typewritten pages. The purpose of the Letter of Interest is to provide a description of the Vendor’s ability to meet the requirements of the RFP.

B. Business/Firm Profile

State the full name, address, and telephone number of your organization and include the name, title, address, and telephone number of the person(s) who will be assigned to perform the service of the proposal. Indicate whether you operate as a sole proprietorship, individual, partnership, corporation or limited liability company and the State in which your firm is incorporated or licensed to operate.

C. Experience and Capability

List of current or former clients with requirements similar in scope and content to the proposed contract. Effingham County reserves the right to verify the information furnished.

A. For each similar contract of this type, give the following information:

- The Name and Location of Facility
- A Brief Description of the Services Provided
- The Name of the Client Contact and his/her phone number
- Date that services were provided and completed

B. State if your firm has operated under a different name within the past 10 years and provide the name that your firm previously operated under.

C. Provide complete details of any contract, during the last five (5) years, in which your firm has been fired.

D. Current Audited or Compilation Financial Statements

Current audited or compilation financial statements, or two (most recent) years of reviewed financial statements from a Certified Public Accounting firm.

E. Implementation Schedule

Vendor to provide a detailed implementation schedule.

THE COUNTY'S CURRENT FOOD SERVICE PROVIDERS CONTRACT WILL END ON MARCH 9, 2018.

THE COUNTY INTENDS TO AWARD A CONTRACT FOR THE NEW FOOD SERVICE PROVIDER ON FEBRUARY 20, 2018 WITH A START DATE OF MARCH 10, 2018.

PROPOSER CONFIRMS THAT BY SUBMITTING A BID, THEY ARE ABLE TO START WORK ON MARCH 10, 2018.

F. Appendices

Include any additional information you deem essential to a proper evaluation of your proposal not included in the preceding section. These Appendices should be relevant and brief.

Each proposal must be submitted in one (1) original and two (2) copies bound to:

Effingham County Purchasing Department
Fiona Charleton, Purchasing Agent
601 N Laurel Street
Springfield, GA 31329

3.8 COST TO PREPARE RESPONSES:

The County assumes no responsibility or obligation to the Vendors and will make no payment for any costs associated with the preparation or submission of the proposal.

3.9 EVALUATION PROCESS:

A selection committee shall evaluate all proposals submitted to this RFP. The award will be based on general criteria, as outlined in this RFP.

Evaluating Factor:	Points Possible:
Experience and Capability	20
Schedule for Implementation	20
Financial Stability	20
Price Proposal	40
TOTAL POINTS:	100

**SECTION IV
SPECIAL CONDITIONS**

4.1 STATEMENT OF DISCLOSURE:

All Vendors must provide a statement of disclosure (ATTACHMENT D) which will allow the County to evaluate possible conflicts of interest.

Interests of Public Officials.

The vendor warrants for itself and any subcontractor that no elected or appointed official or employee of Effingham County, Georgia, has any interest in their bid or the proceeds of any contract/agreement which may result thereof. In the event that an elected or appointed official or employee acquires any interest in any contract/agreement which may result from this bid, or the proceeds thereof, the vendor agrees to disclose such interest to the BOARD immediately by written notice. For breach or violation of this clause, the BOARD may annul any contract/agreement resulting from this bid without liability, terminate any contract/agreement resulting from this bid for default, or take other remedial measures. “Interest” as used herein means direct or indirect pecuniary or material benefit accruing to a county commissioner, official or employee as a result of a matter which is or which is expected to become the subject of an official action by or with the county, except for such actions which, by their terms and by the substance of their provisions, confer the opportunity and right to realize the accrual of similar benefits to all other persons and/or property similarly situated. The term “interest” shall not include any remote interest. For purposes of this bid, a county commissioner, official or employee shall be deemed to have an interest in the affairs of: (1) his or her family; (2) any business entity in which the county commissioner, official or employee is a member, officer, director, employee, or prospective employee; and (3) any business entity as to which the stock, legal ownership, or beneficial ownership of a county commissioner, official or employee is in excess of five percent of the total stock or total legal and beneficial ownership, or which is controlled or owned directly or indirectly by the county commissioner, official or employee. *Remote interest* as used herein means the interest of (1) a volunteer director, officer, or employee of a nonprofit corporation; (2) a holder of less than 5 percent of the legal or beneficial ownership of the total shares of a business; (3) any person in a representative capacity, such as a receiver, trustee, or administrator. *Family* as used herein means the spouse, parents, children, and siblings, related by blood, marriage, or adoption, of a county official or employee.

4.2 CONTRACT:

The successful contractor will be expected to provide an executed contract for approval by the Board. Upon receipt of the fully executed contract, the contractor shall be bound to deliver the stated services

according to the terms and conditions of the contract and any addendums thereto. The County shall also be bound on the said terms and conditions to procure the services described and remit payment to the contractor when said services are completed. The successful contractor shall not commence work under this Request for Proposal until a written contract is awarded. If the successful contractor does commence any work or deliver items prior to receiving official notification, he does so at his own risk.

4.3 PERFORMANCE AND APPROVAL OF SUB-CONSULTANTS:

The Vendor will perform the work as an independent contractor and not as an agent or employee of the County, and will secure written permission from Effingham County before subcontracting any part of this service.

4.4 CHANGES:

In the event a contract is awarded, the County may, with prior Board approval, make changes at any time during the contract period within the general scope of the contract and its technical provisions. If any such change causes any increase or decrease in the Vendor's cost of performing any part of the contract, an equitable adjustment shall be made in the contract prices, or in the time of performance, or in both. A written memorandum of such adjustment shall be made prior to any changes in contract pricing schedules.

4.5 TERMINATION OF CONTRACT:

Effingham County shall have the right to terminate any contract to be made hereunder for its convenience by giving the Proposer written notice 60 days in advance of its election to do so and by specifying the effective date of such termination. The Proposer shall be paid for services rendered and not in question or dispute through the effective date of such termination. Further, provided a contract is awarded, if a Proposer shall fail to fulfill any of its obligations hereunder, the County may, by giving written notice to the Proposer at issue, terminate the agreement with said Proposer for such default. If this agreement is so terminated, the Proposer shall be paid only for work satisfactorily completed.

**SECTION V
SCOPE AND CLASSIFICATION**

5.1 SCOPE OF SERVICES:

Contractor shall supply all equipment and staff necessary to effectively deliver high quality food service in accordance with industry standards. Food and food service will meet all applicable federal, state and local guidelines, laws and regulations and will meet the guidelines as prescribed by the American Correctional Association (ACA) and the Coastal Area Agency on Aging (AAA) and by standards established by the Older Americans Act (OAA). Contractor will operate the food service program using correction-experienced and professionally trained personnel in a cost-effective manner, and will maintain an open, collaborative relationship with the administration and staff of the Effingham County Prison, Sheriff's Office and other county offices.

The food services provider shall provide :

- JAIL : Three (3) meals per day, seven (7) days per week - hot breakfast, bag lunch, hot supper
- PRISON: Three (3) meals per day, seven (7) days per week - hot breakfast, bag lunch, hot supper
- SENIORS: One (1) hot meal per day, 5 days per week, Monday through Friday

- a. The inmate daily menu must meet the standards as established American Correctional Association, and all local, state and federal guidelines. A registered dietician will approve of all menus, prior to services. All meals served will be in compliance with the National Academy of Sciences and Food Standards and will provide and average of 2,800 calories per day in addition to all required nutrients.

- b. The Proposer must provide with their proposal a four-week menu for inmates, complete with nutritional analysis. No proposal will be considered that doesn't provide the menu upon which the cost of service is calculated together with the "as served" portion sizes of each menu item.
- c. Proposer to provide the same meal for the prison inmates and the jail inmates, with the exception of coffee at breakfast. Coffee is served to the prison inmates at breakfast, but not to the jail inmates (this is due to the way the jail inmates are housed).
- d. Bag lunches will be served to both prison inmates and jail inmates on weekends.
- e. The average number of prison inmates over the past 5 years:
2013: 180 daily
2014: 180 daily
2015: 184 daily
2016: 181 daily
2017: 185 daily

The average number of jail inmates over the past 5 years:

2013: 110 daily
2014: 104 daily
2015: 149 daily
2016: 175 daily
2017: 177 daily

- f. The prison kitchen currently opens from 3.00am (approximately) until 6.00pm (approximately). An average of 25 inmates are assigned kitchen duty each day – 8 per shift. The number of inmates used and the time of the kitchen operation may be modified by the successful proposer.
- g. The prison inmate meal times are:
Breakfast: 5.00am
Bag lunches: 6.30am - for details going out – must be at the back gate by 7.00am
Bag lunches: 10.30am - for inmates staying in
Supper: 3.00pm

The jail inmate meals are delivered to the jail after prison service at approximately:

Breakfast: 6.00am to 6.30am
Lunch: 11.30am - noon
Supper: 5.00pm to 5.30pm

Jail inmate meals are delivered to the jail in the chuck wagon food delivery cart. Jail officers will collect the chuck wagon food delivery cart and distribute the meals.

- h. The average number of meals served to prison inmates over the past 30 days:
Breakfast: 5,321
Lunch: 5,321
Supper: 5,321

RFP No. 18-009 – Food Services for Effingham County Inmates and Senior Citizens

The average number of meals served to jail inmates over the past 30 days:

Breakfast: 5,571
Lunch: 5,571
Supper: 5,571

- i. The average number of meals served to prison inmates over the past 3 years:

2015

Breakfast: 69,120
Lunch: 69,120
Supper: 69,120

2016

Breakfast: 59,125
Lunch: 59,125
Supper: 59,125

2017

Breakfast: 64,178
Lunch: 64,178
Supper: 64,178

The average number of meals served to jail inmates over the past 3 years:

2015

Breakfast: 79,536
Lunch: 79,536
Supper: 79,536

2016

Breakfast: 58,044
Lunch: 58,044
Supper: 58,044

2017

Breakfast: 62,883
Lunch: 62,883
Supper: 62,883

- j. The Proposer shall provide, at no additional cost, religious and medical diets conforming to special religious or physician-ordered specifications. The Proposer will submit with their proposal a schedule of a four week menu proposed to serve to inmates on restricted diets. At this time Effingham County is serving 13 medical diets and 0 religious diets to prison inmates and 12 medical diets and 0 religious diets to jail inmates. The prison and jail nurses will generate the list of inmates requiring medical diets.
- k. The Proposer shall include in the proposal its policies for serving special meals on holidays for inmates. Proposed menus for the holidays shall be included in the proposal. All such meals will be provided at the standard contracted rates. A minimum of four (4) holiday meals shall be provided annually, on dates to be determined by the County.

RFP No. 18-009 – Food Services for Effingham County Inmates and Senior Citizens

- l. The Proposer shall warrant that all meals will be served at appropriate temperatures and in a manner that makes them palatable (140F hot or 45F cold), and visibly pleasing complete with condiments (sugar, salt, pepper, ketchup, mustard or mayonnaise where indicated) and plastic utensils with each meal. Bag (pack-out) lunches are served in a clear plastic bag.
- m. All condiments served with inmate meals are to be in individual packets. The Senior Center Director will request dressings, condiments etc. that are required once a week.
- n. Effingham County Prison and Jail do not serve fresh fruit to their inmates. The inmates receive an extra vegetable in lieu of fruit. ***Fresh fruit can be served for special diets***
- o. ALL INMATE MEALS ARE TO BE PORK FREE. THERE IS TO BE NO PORK OR PORK BY-PRODUCT IN THE KITCHEN.
- p. No inmate meals will be prepared with meat that contains bones.
- q. Soy protein is NOT to be used for inmate meals.
- r. Protein drinks are NOT to be offered as an inmate meal.
- s. The menu for the senior meals will be provided to the Proposer by the Senior Center Director. These menus may be modified by the Senior Center Director after approval from the Coastal Area Agency on Aging (AAA). These menus may not be modified by proposer without prior written permission from the Senior Center Director after approval has been obtained from the Coastal Area Agency on Aging (AAA). Current menus can be found as ATTACHMENT L. Once a contract has been awarded, Effingham County will provide a recipe book. The recipes will be strictly adhered to and may not be modified by proposer in any way without prior written permission from the Senior Center Director.
- t. The average number of senior meals served to over the past 30 days:
Home Delivered: 714
Congregate: 525
- u. The average number of senior meals served over the past three years:
2015
Home Delivered: 12,293
Congregate: 8,114

2016
Home Delivered: 11,244
Congregate: 7,720

2017
Home Delivered: 11,116
Congregate: 7,961
- v. Senior Citizen menus are provided every 90 days from the Coastal Area Agency on Aging (AAA). New menus are provided approximately 2 weeks before the expiration of current menus. The Senior Center Director will request dressings, condiments etc. that are required once a week.

RFP No. 18-009 – Food Services for Effingham County Inmates and Senior Citizens

- w. Senior citizens are served three (3) holiday meals per year – Thanksgiving, Christmas and New Year’s. Occasionally special menus are requested by the Senior Center Director for other holidays such as St. Patrick’s Day, Easter, 4th July – there will be no more than 6 (six) of these (additional) special holiday menus requested annually. They will vary at the discretion of the Senior Center Director. All such meals will be provided at the standard contracted rates.
- x. The Senior Center will be closed on County observed Holidays – 2018 Holidays can be found as ATTACHMENT K
- y. Home delivery senior citizen meals are plated on disposable aluminum trays before leaving the kitchen. Congregate food for senior citizen meals leaves the kitchen in bulk.
- z. Coffee does not need to be provided to the Senior Center.
- aa. Senior meals must be delivered to the Senior Center by 08.30am. Fully prepared senior meals will be loaded onto County transportation by proposer’s staff, delivered to the Senior Center and unloaded by inmates assigned to the senior center. Effingham County provides the driver for home delivery of senior citizen meals.
- bb. The Proposer will prepare approx. 8 additional senior citizen meals daily (Mon-Fri) for correctional officers.
- cc. The "turn-key" operation proposed must include all food items, food service items, paper products, janitorial supplies and cleaning supplies for the prison kitchen area, excluding the dishwasher. The Senior Center Director will request paper products that are required once a week.
- dd. Kitchen equipment is listed in ATTACHMENT J.
- ee. The Proposer must provide a contingency plan for handling food service for inmates and seniors in case of power outages or other disruptions such as, but not limited to, unexpected weather emergencies (severe storm, tornado, etc); anticipated weather emergencies (hurricane evacuation); food contamination; pandemic; or in case the on-site kitchen facilities are rendered unusable.
- ff. The Proposer must be responsible for routine cleaning and housekeeping of food service preparation, service and storage area, and will, on a continuing basis, maintain standards of sanitation required by local or state regulations. Effingham County prison staff will be responsible for removal of trash and garbage.
- gg. Inmate workers will be provided as required by the Proposer, subject to the approval of the Warden and the County Administration. Such personnel shall be used for the preparation of food, delivery of meals, and general sanitation and cleaning. The Proposer agrees to train and supervise such personnel, subject to the overall control of the county. **THE PROPOSER SHALL NOT RECEIVE ANY FINANCIAL GAIN OR PROFIT FROM USE OF INMATE LABOR. THE SOLE BENEFIT OF THE INMATE LABOR SHALL FLOW TO THE COUNTY.**
- hh. The Proposer must agree that its employees assigned to duty at the facility submit to periodic health examinations and drug screens at least as frequently and as stringently as required by law and agree to submit satisfactory evidence of compliance with all health regulations upon request of the County.

RFP No. 18-009 – Food Services for Effingham County Inmates and Senior Citizens

- ii. The Proposer must ensure at least one food service manager or food service supervisor per shift at the facility be Food Safety Certified per Georgia Certified Food Safety Manager state requirements.
- jj. The Proposer must secure and pay all federal, state and local licenses, permits and inspection fees required for the legal operation of a food service.
- kk. The Proposer must keep full and accurate records of meal counts. A copy of said record shall be supplied to the Warden, the Sheriff, the Senior Center Director and the Finance Director or their designee monthly on the first working day of the month. In addition, all such records shall be available for auditing by the county at any time during regular working hours.
- ll. The Proposer must submit to the Finance Office three weekly invoices, with approved count sheets as backup. The invoices will be for meals ordered or served, whichever is greater, at the contracted price per meal. The three (3) separate weekly invoices will be for (i) prison inmates (ii) jail inmates and (iii) senior citizens.
- mm. The Proposer shall provide and maintain the following at its own expense: cooking, serving and eating utensils; plastic ware and other beverage containers; equipment necessary to prepare food; equipment necessary to make food and beverages available for consumption within Effingham County Prison and Jail; any additional equipment that is reasonable and necessary to perform the food services at the facility.
- nn. The Proposer must immediately address county owned equipment damaged by negligence of the Proposer's personnel due to acts of omission or commission. The Proposer's staff will repair or replace the equipment at no cost to Effingham County.
- oo. The Proposer must be responsible for all equipment furnished by the Proposer as approved by the county. Said equipment shall be the responsibility of the Proposer to install, service and maintain.
- pp. The Proposer must return to the county at the expiration of this contract the food service premises and all equipment furnished by the county in the condition in which received, not including ordinary wear and tear or damage or loss due to fire, flood, or outside the control of the Proposer.
- qq. The Proposer must comply with facility inspections made by the County or by the State with or without advance notice to the Proposer.
- rr. The Proposer must understand inspections of kitchen facilities by county and state health agencies and must achieve satisfactory ratings.
- ss. The Proposer must understand that the facilities and equipment used in the contract shall not be used to prepare food for agencies or persons other than those designated under the proposal without advance written approval of Effingham County.

B. Staff Requirements

- a. All employees of the Proposer who will work in the facility must first be cleared consistent with the policy and procedures of the Effingham County Prison and Sheriff's Office.
- b. Inmates are not permitted to supervise other inmates. Proposer's staff shall be responsive to the

Effingham County Prison and Sheriff's Office requirements for security, policies and procedures.

C. Daily Processing of Complaints

All food service complaints from inmates must be processed as expeditiously as possible, excluding weekends and holidays.

- a. At the direction of Effingham County's Warden and Sheriff's Office, food service trained personnel shall act upon all complaints.
- b. The responsible food service director shall determine the appropriate mechanism to be utilized for specific categories of complaints. All complaints shall be forwarded to appropriate Effingham County Prison and/or Sheriff's Office staff.

D. Responsibility of the County

Effingham County shall be responsible for and provide:

- a. An accurate and timely order for the number of meals to be served to inmates and seniors.
- b. Adequate ingress and egress to all food service areas.
- c. Adequate heat, lighting, ventilation, and other required utilities. Effingham County shall provide local business telephone service to the Proposer at no charge. The facility has the option to charge for long distance calls made by the Proposer. Effingham County will not provide internet access to the food service provider.
- d. Extermination services and removal of trash and garbage.
- e. General maintenance to the building structure including, but not limited to, the maintenance of gas, water, sewer, ventilation, lighting, air conditioning, refrigeration, duct work, floor coverings and wall and ceiling surfaces. The county's maintenance **does not** include day to day cleaning operations in the kitchen area.
- f. Maintenance of the County owned kitchen equipment. The Proposer must submit a weekly list to the Warden and to the County Administrator of any county owned equipment needing maintenance. If maintenance is not needed on any given week, an email must be sent to the Warden and the County Administrator stating this.
- g. Adequate facilities, storage and holding equipment.
- h. Security, control and limitation of inmate movement into and from the food service area, including physical security of employees, supplies and other authorized visitors.

D. Other

Proposer shall list any and all incentives to staff and kitchen managers for costs savings. If no incentives are given, proposers must indicate this in their proposal.

- 5.2 **STANDARDS:** The food service delivery system for inmate meals must conform with state standards for food service provided in correctional institutions as established by the Department of Corrections or other appropriate state authority. Food service at the Effingham County Prison and Jail should be equivalent to that available in the community. The food service delivery system for senior meals must conform with standards established by the Older Americans Act (OAA).
- 5.3 **POLICIES AND PROCEDURES:** Policies and Procedures of the Provider relating to the food service delivery system are to be established and implemented solely by the Provider. In areas which impact upon the security and general administration of the Effingham County Prison and Jail, the Policies and Procedures of the Provider are subject to review and approval of the Effingham County Sheriff's Department and Effingham County Prison Warden.

ALL ITEMS LISTED IN THE SCOPE OF WORK MUST
BE COMPLIANT WITH FEDERAL AND GEORGIA
STATE LAW AND MUST REMAIN COMPLIANT WITH
FEDERAL AND GEORGIA STATE LAW FOR THE
DURATION OF THE CONTRACT

INTENTIONALLY LEFT BLANK

PLACE THIS FORM ON TOP OF PROPOSAL

ATTACHMENT A

PRICING PROPOSAL FORM (PAGE 1 OF 2)

Indicate your cost per meal provided, for Effingham County Prison inmates as specified in the RFP, including all costs of preparation, service, equipment, overhead and product costs (inmate assistants will be provided for food preparation and clean up). THE PROPOSER SHALL NOT RECEIVE ANY FINANCIAL GAIN OR PROFIT FROM USE OF INMATE LABOR. THE SOLE BENEFIT OF THE INMATE LABOR SHALL FLOW TO THE COUNTY.

The sliding scale should be based on the following schedule of meals served to prison inmates per day:

< 25,000 meals per month	\$ _____
25,001 – 30,000 meals per month	\$ _____
> 30,000 meals per month	\$ _____

Indicate your cost per meal provided, for Effingham County Jail inmates as specified in the RFP, including all costs of preparation, service, equipment, overhead and product costs (inmate assistants will be provided for food preparation and clean up). THE PROPOSER SHALL NOT RECEIVE ANY FINANCIAL GAIN OR PROFIT FROM USE OF INMATE LABOR. THE SOLE BENEFIT OF THE INMATE LABOR SHALL FLOW TO THE COUNTY.

The sliding scale should be based on the following schedule of meals served to jail inmates per day:

< 15,000 meals per month	\$ _____
15,001 – 20,000 meals per month	\$ _____
> 20,000 meals per month	\$ _____

Indicate your cost per meal provided, for Effingham County Senior Citizens as specified in the RFP, including all costs of preparation, service, equipment, overhead and product costs (inmate assistants will be provided for food preparation and clean up). THE PROPOSER SHALL NOT RECEIVE ANY FINANCIAL GAIN OR PROFIT FROM USE OF INMATE LABOR. THE SOLE BENEFIT OF THE INMATE LABOR SHALL FLOW TO THE COUNTY.

The sliding scale should be based on the following schedule of meals served to seniors per day:

< 3,000 meals per month	\$ _____
3,001 – 3,500 meals per month	\$ _____
3,501 – 4,000 meals per month	\$ _____
> 4,000 meals per month	\$ _____

ATTACHMENT A

PRICING PROPOSAL FORM (PAGE 2 OF 2)

Proposing Company Contact Information:

Company Name:		
Billing Address:		Telephone:
Service Address:		Telephone:
Representative Name:		
Representative Contact Address:		Telephone: E-Mail:

It is agreed by the undersigned offeror that the signature and submission of this proposal represents the vendor's acceptance of all terms, conditions and requirements of specifications and, if awarded, the proposal will become part of the contract agreement between the parties.

Signed: (sign manually, in ink) _____
 (Signature of Authorized Representative of the Company)

Name Printed: _____ Title: _____ Date: _____

EXCEPTION SHEET

If Commodity(s) and/or Service proposed in quote is in ANYWAY different from that contained in this proposal, the Bidder is responsible for clearly identifying all such differences in the space below. Otherwise, it will be assumed that the Bidder’s offer is in total compliance with all aspects of the proposal.

Below are the only differences between my offer and the County’s proposal:

Signature

Date

ATTACHMENT B
DRUG FREE WORKPLACE CERTIFICATION

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

1. A drug-free workplace will be provided for the employees during the performance of the contract;

and;

2. Each Subcontractor under the direction of the contractor shall secure the following written certification:

_____ (Contractor) certifies to Effingham County that a drug-free workplace will be provided for the employees during the performance of this contract known as RFP No. 18-009 – Food Service for Effingham County Inmates and Senior Citizens pursuant to paragraph (7) of subsection (B) of Code Section 50-24-3. Also, the undersigned further certifies that he/she will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the contract.

CONTRACTOR

DATE

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

___ DAY OF _____, 20___

Notary Public

My Commission Expires: _____, 20___

ATTACHMENT C

PROMISE OF NON-DISCRIMINATION STATEMENT

Know all men by these presence, that I (We), _____, _____, _____,
Name Title Name of Vendor

(herein after "Company"), in consideration of the privilege to Bid/Propose on the following Effingham County Procurement titled RFP No. 18-009 – Food Service for Effingham County Inmates and Senior Citizens hereby consent, covenant, and agree as follows:

- A. No person shall be excluded from participation in, denied the benefit of, or otherwise discriminated against on the basis of race, color, national origin or gender in connection with the Proposal submitted to Effingham County or the performance of the contract resulting there from.
- B. That it is and shall be the policy of this Company to provide equal opportunity to all business persons seeking to contract with or otherwise interested in the Company, including those companies owned and controlled by racial minorities and women.
- C. That the promises of non-discrimination as made and set forth herein shall be continuing throughout the duration of this contract with Effingham County.
- D. That the promises of non-discrimination as made and set forth herein shall be and are hereby deemed to be made part of and incorporated by reference in the contract which this Company may be awarded.
- E. That the failure of this Company to satisfactorily discharge any of the promises of non-discrimination as made and set forth above may constitute a material breach of contract entitling the County to declare the contract in default and to exercise appropriate remedies including but not limited to termination of the contract.

SIGNATURE

DATE:

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

___ DAY OF _____, 20___

Notary Public

My Commission Expires: _____, 20___

ATTACHMENT D

DISCLOSURE OF RESPONSIBILITY STATEMENT (page 1)

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

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

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

DISCLOSURE OF RESPONSIBILITY STATEMENT (page 2)

I, _____, as _____
Name of individual Title & Authority

of _____, declare under oath that the above statements,
Company Name

including any supplemental responses attached hereto, are true.

Signature

State of: _____

County of : _____

Subscribed and sworn to before me on this _____ day of _____ 20____

by _____ representing him/herself to be

_____ of the company named.

Notary Public

My Commission Expires: _____, 20____

ATTACHMENT E

CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned Contactor verifies its compliance with O.C.GA § 13-10-91, stating affirmatively that the individual, firm, or corporation that is contracting with Effingham County has registered with and is participating in a federal work authorization program* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91, and shall agree to use this program for any newly hired employees throughout the duration of the contract.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with Effingham County, contractor will secure from such subcontractor similar verification of compliance with O.C.G.A. § 13-10-91 on the subcontractor Affidavit provided in Rule 300-10-01-.08 or a substantially similar form. The contractor further agrees to provide notice to the County of the identity of each subcontractor hired under the contract within five (5) business days of entering into a contract for hire. Such notice shall include a copy of the Subcontractor Affidavit for each subsequent subcontractor attesting to the subcontractor’s name, address, user identification number, and date of authorization to use the federal work authorization program. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the Effingham County within five (5) days of the time the subcontractor(s) is retained to perform such service.

EEV/ Basic Pilot Program* User Identification Number

BY: Authorized Officer or Agent
(Contractor Name)

Date

Title of Authorized Officer or Agent of Contractor

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

___ DAY OF _____, 20___

Notary Public

My Commission Expires: _____, 20___

* As of the effective date of O.C.G.A. § 13-10-91, the applicable federal work authorization program is the "EEV/ Basic Pilot Program" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

ATTACHMENT F

SUBCONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation that is engaged in the physical performance of services under a contract with (name of contractor) on behalf of Effingham County has registered with and is participating in a federal work authorization program* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91 and will agree to use this program for any newly hired employees throughout the duration of the contract. The subcontractor further agrees to provide a copy of the executed Subcontractor Affidavit to the contractor in order to be provided to the County within five (5) days entering into the contract for hire.

EEV / Basic Pilot Program* User Identification Number

Date of E-Verify Authorization

Address

BY: Authorized Officer or Agent
(Subcontractor Name)

Date

Title of Authorized Officer or Agent of Subcontractor

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

___ DAY OF _____ 20

Notary Public

My Commission Expires: _____, 20 ____

* As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the "EEV/ Basic Pilot Program" operated by the U. S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

ATTACHMENT G
PRISON RAPE ELMINATION ACT
ACKNOWLEDGEMENT STATEMENT

I understand that the Effingham County Correctional Institute has a zero tolerance policy prohibiting visitors, contractors and volunteers from having sexual contact of any nature with offenders. I agree not to engage in sexual contact with any offender while visiting a correctional institution, whether in a visiting capacity, contractor capacity, or volunteer capacity. I agree that if I witness another having sexual contact with an offender, or if someone reports such conduct to me, that I will immediately report it to a corrections employee. I understand that my authorization to enter a correctional institution is conditioned on my agreement not to engage in sexual contact of any nature with any offender and to report such conduct when I learn of it. I also understand that if I violate this agreement I will be permanently banned from entering all Georgia correctional institutions, and that the Effingham County correctional institute may pursue criminal prosecution. I understand that if I should learn of an incident involving sexual abuse or sexual harassment of an offender I will report it to the supervisor in charge immediately.

CONTRACTOR

DATE

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

___ DAY OF _____, 20___

Notary Public

My Commission Expires: _____, 20___

ATTACHMENT H

NO-BID STATEMENT

In an effort to make the procurement of construction, goods and services for Effingham County as competitive as possible, we are soliciting information from contractors and or vendors who cannot Bid. Your "responsiveness" and "constructive" comments will be appreciated. Completion of this form will assist us in evaluating factors which relate to the competitiveness of our Proposals. Please check any of the boxes below which may apply.

- Specifications - Restrictive, too "tight", unclear, specialty item, geared toward one (1) brand or manufacturer only. (Explain below)
- Manufacturing - Unique item, production time for model or item has expired, etc.
- Proposal Time - Insufficient time to properly respond to Proposal or bid.
- Delivery Time - Specified delivery time cannot be met.
- Payment - Delay in payment terms. Please be specific.
- Bonding - We are unable to meet bonding requirements.
- Insurance -We are unable to meet insurance requirements.
- Removal - From Vendors list for this particular commodity or service.
- Keep - Our Company on your Vendors list for future reference.
- Project is - Too Large _____ Too Small _____
- Site Location Too Distant.
- Miscellaneous - Do not wish to Bid, do not handle this type of item (s), unable to compete, contract clause (s) not acceptable, etc. Please be specific.

CONSTRUCTION PROJECTS: Please provide reason for obtaining a Proposal package. Check one below.

Interest in this project as a:

Prime Contractor _____

Sub-Contractor _____

Supplier _____

RFP No. 18-009 – Food Service for Effingham County Inmates and Senior Citizens

Signature: _____

Telephone Number: _____

Firm Name: _____

ATTACHMENT I

Legal Notice

RFP No. 18-009 – Food Service for Effingham County Inmates and Senior Citizens

Effingham County, Georgia is seeking proposals from firms interested in providing food service for Effingham County inmates and senior citizens.

Sealed proposals are due by **11.00am (local time) on Friday February 2nd, 2018.** and must be mailed or hand delivered to the Effingham County Purchasing Office, 601 N. Laurel Street, Springfield, GA 31329.

A copy of this Request for Proposal is available at the address listed above or online at www.effinghamcounty.org - Purchasing tab. For additional information please contact, Fiona Charleton at (912) 754-2159 ext 4572 or via email: fcharleton@effinghamcounty.org

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

ATTACHMENT J

KITCHEN EQUIPMENT

COLOR POINT SMALL SERVING LINE – VIN # G84G6D0281

MANITOWOC ICE MAKER – VIN # 000020769

SWISHER DISHWASHER – VIN # 86376

VULCAN TILT SKILLET – VIN # 46-3019541

MASTER 200 DOUBLE STACK OVEN - WNSV0015091 &WNSV0015092

US RANGE OVEN AND GRILL

HATCO BOOSTER HEATER – VIN # 2094930550

DELFIELD WARMER – VIN # 4J0226

DELFIELD REFRIGERATOR – VIN # 1311152001118

SERVING LINE = 4 HEATING ELEMENTS

HEATING ELEMENTS:

VIN # 13117760A

VIN # 13117757A

VIN # 13117759A

VIN # 13117758A

PRESTO SLICER – SN 161110QF045

SOUTHBEND STOVE AND OVEN – SN WNSV0013074

Other:

Tables

Utensils

Pots

Pans

Racks

Carts

Brown Trays (Jail)

Orange Trays (Special Diets Jail)

Tan Trays (Prison)

Baking Racks

Tray Rack

ATTACHMENT K

Effingham County Holidays 2018

Effingham County Board of Commissioners		
2018 County Holidays		
Holiday	Date Observed	
New Year’s Day	Monday	01/01/2018
Martin Luther King, Jr. Day	Monday	01/15/2018
Presidents’ Day	Monday	02/19/2018
National Memorial Day	Monday	05/28/2018
Independence Day	Wednesday	07/04/2018
Labor Day	Monday	09/03/2018
Columbus Day	Monday	10/08/2018
Veterans’ Day <i>(Sunday)</i>	Monday	11/12/2018
Thanksgiving Day	Thursday	11/22/2018
Day After Thanksgiving	Friday	11/23/2018
Christmas Eve	Monday	12/24/2018
Christmas Day	Tuesday	12/25/2018

Coastal AAA Menus

**Week: One – Regular Menus
January-March 2018**



Date: Month & Day	Monday- 1/1, 1/29, 2/26, 3/26	Tuesday- 1/2, 1/30, 2/27, 3/27	Wednesday- 1/3, 1/31, 2/28, 3/28	Thursday- 1/4, 2/1, 3/1, 3/29	Friday- 1/5, 2/2, 3/2, 3/30
Meat or Alternate (3 oz. cooked/edible portions)	Enchilada Casserole	Smothered Pork Chop	Hamburger on Bun	Oven Baked Chicken with Mushroom Gravy	Lemon Baked Fish
Vegetables: 2 (1/2 cup each)	Toss Salad	Broccoli	Baked Beans	English Peas	Okra & Tomato
	Corn	Winter Squash	Lettuce, Tomato & Onions	Toss Salad	Coleslaw
Bread or Alternate: (1)	Wrap prepared in entree	Brown Rice	WW Bun	Yellow Rice	Grits
Butter or Fort. Marg.: (1 teaspoon)	Salad Dressing	Prepared in entree	Ketchup/Mustard/Mayo	Salad Dressing	Tartar Sauce
1/2 cup Dessert: (1)	Fresh Pear	Fruit cup	Apple Crisp	Pineapple Delight	Fresh Fruit
1/2 Pint Milk - 1% (Optional)	Milk	Milk	Milk	Milk	Milk
Beverage	Tea	Tea	Tea	Tea	Tea

Type of Program (Congregate or Home-Delivered): C 1 & C 2
 Funding Sources: Title III & Other
 Contact Person: Loreatha Jenkins, Wellness Program Manager *Loreatha Jenkins*
 AAA Director: Dionne Lovett, Aging Director
 Approved by STATE ONLY (DAS): Allison Bernal RD, LD, DAS Chief Nutritionist

Nutrition Contractor: _____
 Name of Nutritionist (Preparer): Pam M. Thompson, RD, LD
 Menu Period Covered: January – March 2018
 Food Service Provider: _____

Coastal AAA Menus



Week: Two – Regular Menus
January-March 2018



Date: Month & Day	Monday- 1/8, 2/5, 3/5	Tuesday- 1/9, 2/6, 3/6	Wednesday- 1/10, 2/7, 3/7	Thursday- 1/11, 2/8, 3/8	Friday- 1/12, 2/9, 3/9
Meat or Alternate (3 oz. Cooked/Edible Portions)	Pepper Steak w/gravy	Chicken & Rice Casserole	Salisbury Steak w/Gravy	BBQ Chicken	Salmon Croquette
Vegetables: 2 (1/2 cup each)	Vegetable Medley	Sliced Carrots	English Peas	Black-eyed Peas	Stewed Tomatoes
	Broccoli	Green Bean	Toss Salad	Collard Greens	Cole Slaw
Bread or Alternate: (1)	Brown Rice	Prepared in entree	Mashed Potatoes	Cornbread	Grits
Butter or Fort. Marg.: (1 teaspoon)	Prepared in entree	-----	Salad Dressing	Margarine	Tartar Sauce
1/2 cup Dessert: (1)	Apple	Fruit cup	Fresh Orange	Oatmeal Raisin Cookie	Pound Cake
1/2 Pint Milk - 1%(Optional)	Milk	Milk	Milk	Milk	Milk
Beverage	Tea	Tea	Tea	Tea	Tea

Type of Program (Congregate or Home-Delivered): C 1 & C 2

Funding Sources: Title III & Other

Contact Person: Loreatha Jenkins, Wellness Program Manager

AAA Director: Dionne Lovett, Aging Director

Approved by STATE ONLY (DAS): Allison Bernal RD, LD, DAS Chief Nutritionist

Nutrition Contractor: _____

Name of Nutritionist (Preparer): Pam M. Thompson, RD, LD

Menu Period Covered: January – March 2018

Food Service Provider: _____

Coastal AAA Menus

Week: Three – Regular Menus

January-March 2018

Date: Month & Day	Monday- 1/15, 2/12, 3/12	Tuesday- 1/16, 2/13, 3/13	Wednesday- 1/17, 2/14, 3/14	Thursday- 1/18, 2/15, 3/15	Friday- 1/19, 2/16, 3/16
Meat or Alternate (3 oz. Cooked/Edible Portions)	Vegetable Beef Stew	Paprika Chicken	Spaghetti & Meat Sauce	Pot Roast Au Jus	Oven Baked Chicken
Vegetables: 2 (1/2 cup each)	Sweet Peas	Roasted Potatoes	Whole Kernel Corn	Ford Hook Beans	Mustard Greens
	---	Cabbage	Toss Salad	Stir Fry Vegetables	Yam Patty
Bread or Alternate: (1)	Cornbread or Corn Muffin	WW Dinner Roll	Noodles in entree	WW Dinner Roll	Yellow Rice
Butter or Fort. Marg.: (1 teaspoon)	Prepared in entree	Margarine	Italian Dressing	Margarine	Prepared in entree
1/2 cup Dessert: (1)	Diced Peaches	Pineapple Delight	Cinnamon Baked Apples	Fresh Fruit	Apple Sauce
1/2 Pint Milk - 1% (Optional)	Milk	Milk	Milk	Milk	Milk
Beverage	Tea	Tea	Tea	Tea	Tea

Type of Program (Congregate or Home-Delivered): C 1 & C 2

Funding Sources: Title III & Other

Contact Person: Loreatha Jenkins, Wellness Program Manager

AAA Director: Dionne Lovett, Aging Director

Approved by STATE ONLY (DAS): Allison Bernal RD, LD, DAS Chief Nutritionist

Nutrition Contractor: _____

Name of Nutritionist (Preparer): Pam M. Thompson, RD, LD

Menu Period Covered: January – March 2018

Food Service Provider: _____

Coastal AAA Menus

Week: Four – Regular Menus
January-March 2018



Date: Month & Day	Monday- 1/22, 2/19, 3/19	Tuesday- 1/23, 2/20, 3/20	Wednesday- 1/24, 2/21, 3/21	Thursday- 1/25, 2/22, 3/22	Friday- 1/26, 2/23, 3/23
Meat or Alternate (3 oz. Cooked/Edible Portions)	Beef Stroganoff	BBQ Pork Chop	Oven Fried Chicken	Chili with Beans	Honey Glazed Chicken
Vegetables: 2 (1/2 cup each)	Lima Beans	Cabbage	Harvard Beets	Broccoli	Roasted Potatoes
	Slice Carrots	Black-eye Peas	Green Beans	Toss Salad	Vegetable Medley
Bread or Alternate: (1)	Noodles prepared in entrée	WW Dinner Roll	Yellow Rice	Cornbread	WW Dinner Roll
Butter or Fort. Marg.: (1 teaspoon)	Margarine	Prepared in entree	Gravy	Salad Dressing Margarine	Margarine
1/2 cup Dessert: (1)	Banana	Apple Cobbler	Diced Peaches	Oatmeal Cookie	Fresh Fruit
1/2 Pint Milk - 1% (Optional)	Milk	Milk	Milk	Milk	Milk
Beverage	Coffee/Tea	Coffee/Tea	Coffee/Tea	Coffee/Tea	Coffee/Tea

Type of Program (Congregate or Home-Delivered): C 1 & C 2

Funding Sources: Title III & Other

Contact Person: Loreatha Jenkins, Wellness Program Manager

AAA Director: Dionne Lovett, Aging Director

Approved by STATE ONLY (DAS): Allison Bernal RD, LD, DAS Chief Nutritionist

Nutrition Contractor: _____

Name of Nutritionist (Preparer): Pam M. Thompson, RD, LD

Menu Period Covered: January – March 2018

Food Service Provider: _____