

# County of Georgetown, South Carolina

129 Screven Street, Suite 239 · Georgetown, SC 29440-3641  
Post Office Box 421270, Georgetown, SC 29442-4200  
(843)545-3083 · Fax (843)545-3500 · [purch@gtcounty.org](mailto:purch@gtcounty.org)

## REQUEST FOR PROPOSAL (RFP)

BID NUMBER: 22-029

ISSUE DATE: Wednesday, April 13, 2022

**OPENING DATE: Wednesday, May 4, 2022**

**OPENING TIME: 3:00 PM (ET)**

Bid Opening Location: Hybrid-By Virtual Meeting Link & Georgetown County Courthouse, Suite #239, (Purchasing Conference Room)

Pre-Bid Site Inspection: [Voluntary, By Prior Appointment Only]

### **PROCUREMENT FOR: Georgetown County Detention Center Food Services**

All bids must be submitted electronically through the Purchasing Department's Vendor Registry webpage. Please click on the following link <http://www.georgetowncountysc.org/172/Purchasing> for instructions on how to submit bids electronically through this system. As always, emailed/faxed bids will not be accepted. Your bid must be submitted electronically through Georgetown County's Purchasing Vendor Registry page to ensure it remains sealed until the scheduled bid opening date and time.

**Any scheduled bid openings will still be opened at the designated date and time as listed in the bid document or related addendum. However, at the time of this bid issuance, these bid openings may be conducted virtually, in-person, or by a hybrid method (both virtually and in person). See the timeline on page 3 for location and method specified. As always, bid openings will be accompanied by at least one witness and bid tabulation results will be posted online for the public's viewing after the bid opening.**

**Purchasing Contacts:**      **Nancy Silver**  
Phone:                      (843)545-3076  
Fax:                            (843)545-3500  
E-mail:                        [nsilver@gtcounty.org](mailto:nsilver@gtcounty.org)

This solicitation does not commit Georgetown County to award a contract, to pay any cost incurred in the preparation of the bid, or to procure or contract for goods or services. It is the responsibility of each bidder to see that they submit their bids on or before, the date and time specified for the bid opening. No bid will be accepted thereafter. Georgetown County reserves the right to reject any or all bids and to waive any informalities and technicalities in the bid process.



# Intent to Respond

REF: RFP #22-029, Georgetown County Detention Center Food Services

If your company intends to respond to this solicitation, please complete and promptly return this form. We also encourage you to visit <https://vrapp.vendorregistry.com/Bids/View/BidsList?BuyerId=80b55190-4fef-4799-912d-3459328cf6f3> and register as a new vendor. If you are an existing vendor, please make sure your profile is up-to-date with a valid contact name and email address on file.

It is not necessary to return any other portion of the bid documents if you are not bidding.

Failure to return the Intent to Respond shall not be sufficient cause to rule a submittal as non-responsive; nor does the return of the form obligate an interested party to submit a response. Georgetown County's efforts to directly provide interested parties with addenda or additional information are provided as a courtesy only, and do not alleviate the respondent from their obligation to verify they have received and considered all addenda. All addenda are published and available on the county website at [www.gtcounty.org](http://www.gtcounty.org) select "Bid Opportunities" under Quick Links.

- Our firm **does** intend on responding to this solicitation.
- Our firm **does not** intend on responding to this solicitation.

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

Address: \_\_\_\_\_

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

Telephone: \_\_\_\_\_

FAX: \_\_\_\_\_

E-Mail: \_\_\_\_\_

How did you hear about this opportunity? \_\_\_\_\_

Reason if **not** responding: \_\_\_\_\_

**Please return this completed form to Nancy Silver, Purchasing Officer**

- by e-mail to [nsilver@gtcounty.org](mailto:nsilver@gtcounty.org)
- or by FAX to (843)545-3500.

[End of Intent to Respond]

**Time Line: Request for Proposal #22-029**

<b>Item</b>	<b>Date</b>	<b>Time</b>	<b>Location*</b>
<b>Advertised Date of Issue:</b>	Wednesday, April 13, 2022	n/a	n/a
<b>Site Inspection:</b>	Voluntary, by April 27, 2022	3:00PM ET	GCDC†
<b>Deadline for Questions:</b>	Wednesday, April 27, 2022	3:00PM ET	n/a
<b>Bids Must be Received on/or Before:</b>	Wednesday, May 4, 2022	3:00PM ET	Electronic
<b>*Public Bid Opening &amp; Tabulation:</b>	Wednesday, May 4, 2022	3:00PM ET	Hybrid

\*At the time of this posting, bid openings may be performed virtually, in-person, or by a hybrid method, see above location for method specified. A virtual meeting link will be posted under the bid number before the bid opening time so that members of the public may attend the meeting virtually. Vendors may also now attend the meeting in person at the Georgetown County Historic Courthouse, Purchasing Conference Room, 129 Screven St., Suite 239, 29440.

†2394 Browns Ferry Rd., Georgetown, SC 29440

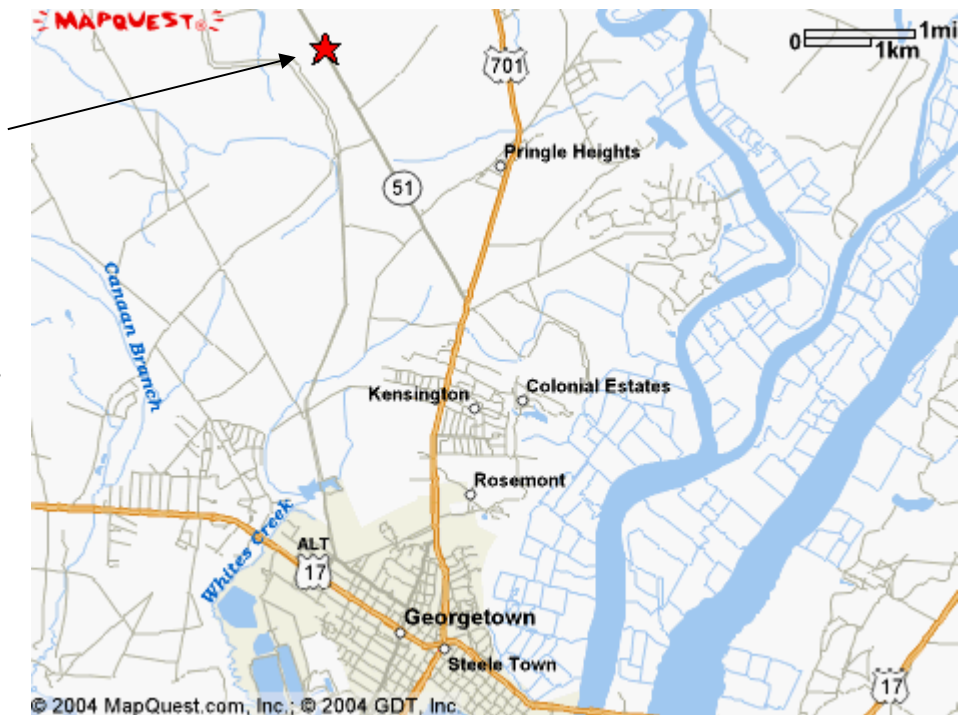
**RFP #22-029**  
**Georgetown County Detention Center Food Services**  
**SCOPE OF WORK/ TECHNICAL SPECIFICATIONS**

**1.0 INTRODUCTION**

1.1 Georgetown County, South Carolina is soliciting a Request for Proposal (RFP) from experienced contractors to provide food services to the Georgetown County Detention Center (DC) for inmates and staff. The CONTRACTOR, as the exclusive agent of Georgetown County, SC will supervise the procurement, preparation, and service of all food, food products, and beverages at the DC. Such authorization shall include, but not be limited to the right to provide meals, and other related food services. The current Detention Center address is 2394 Browns Ferry Road, Georgetown, SC 29440.

1.2 **Site inspection of the Georgetown County Detention Center is voluntary and will be available by prior appointment only, through 3:00 PM on Wednesday, April 27, 2022. Individual offerors shall contact Ms. Myra McGirt at (843) 545-3422 at least two days prior to your desired visit date to schedule an appointment for inspection of the current DC kitchen and dining facilities.**

1.3 The CONTRACTOR shall furnish all labor, materials and supplies necessary to



provide three (3) hot meals daily for approximately 80-175 adult inmates (average daily population) and approximately 25 staff members. This will include disposable food trays for officers who are unable to leave their post. Inmate total may vary due to change in population.

- 1.4 Food service will be required 365 days per year, to include hot meals three times per day. The menu should be, at a minimum, 3000 calories per day for inmate's meals. Staff meals have no caloric limitation. The meals, their nutritional value, variety of meals, quality of meals, and appearance of the meals as well as the sanitation of the kitchen facilities, equipment, and preparation of those meals shall meet or exceed all applicable laws and standards. This includes local, state, and federal laws and standards such as but not limited to those provided by the American Correctional Association (ACA), National Commission on Correctional Health Care (NCCHC), the South Carolina Standards for Adult Detention Facilities and the South Carolina Department of Health and Environmental Control Regulations. Sample menus for inmates for breakfast, lunch, and dinner, for a twenty-eight (28) day cycle shall be included in Offeror's proposal.
- 1.5 The current contract has reached the five (5) year maximum term limit. The current contractor providing food service operation at the DC is TRINITY SERVICES GROUP, INC. of Oldsmar, FL.

## **2.0 CONTRACT TERM, RENEWAL AND TERMINATION**

- 2.1 Should the County of Georgetown, for any reason, close the DC, the contract between Georgetown County and the food service contractor shall become null and void.
- 2.2 The contract agreement shall be for a base period of one (1) year subject to annual appropriations by the governmental body with automatic renewal at the anniversary date of the contract for up to four (4) additional one (1) year terms for a total possible maximum contract period of five (5) years before services must be rebid.
- 2.3 In the event the CONTRACTOR fails to maintain and keep in force the insurance coverage (including Worker's Compensation) required herein, the COUNTY shall have the right immediately to terminate any contract resulting from this RFP.
- 2.4 Upon termination of the Agreement, the COUNTY shall conduct a physical inventory of all expendable and capital equipment and inspect the premises. At that time, the CONTRACTOR shall surrender the buildings and expendable and capital equipment to the COUNTY in as good condition as at the start of this Agreement, except ordinary wear and tear and loss or damage by fire and other perils covered by the COUNTY's fire and extended coverage policy, acts of God, and theft by persons other than employees of the CONTRACTOR without negligence on the part of it or its employees. During each fiscal year, authorized representatives of both parties will conduct jointly a physical inventory and certify that all capital equipment is in place and in good condition except for ordinary wear and tear.
- 2.5 Upon termination of this Agreement, the CONTRACTOR will be reimbursed for all food and food products on hand, which previously had not been accounted for in accordance with paragraph 2.4 above.

## **3.0 OPERATION/PERFORMANCE STANDARDS**

- 3.1 Special meals will be provided for inmates with medical, dietary, and religious needs. This will vary depending upon the admitted inmates.
- 3.2 The CONTRACTOR will have and utilize a standard recipe file. Cooks and bakers will be required to follow standardized recipes for all production items. A copy of that recipe file will be made available to the COUNTY, when requested.
- 3.3 Leftovers will be used to supplement, not to replace, any menu items. Leftovers will be used within 48 hours or discarded. Fish leftovers will be used within 24 hours or discarded.
- 3.4 Beverages to be available for meals shall include: whole, 2%, skim and chocolate milk, sweet and unsweetened iced tea, regular and decaffeinated coffee, tea, vitamin C fruit beverages, and water for both inmates and staff.
- 3.5 The CONTRACTOR will not dispose of COUNTY property without prior written consent or make modifications to equipment/structure without prior consent of the COUNTY.
- 3.6 The CONTRACTOR is required to repair or replace, at the option of the COUNTY, any equipment that is worn, damaged or malfunctioning due to the negligence of the CONTRACTOR, or its employees. Unauthorized expenses will be the responsibility of the CONTRACTOR. It is the responsibility of the CONTRACTOR to inform their employees of this policy.
- 3.7 The COUNTY shall furnish an adequate initial inventory of service wares (inmate serving trays, tumblers, and flatware), small expendable equipment (pots, pans, kitchen utensils) and linens (towels and potholders). At the commencement of operations hereunder, the CONTRACTOR and the COUNTY shall jointly undertake an opening inventory and the CONTRACTOR shall maintain such inventory at direct cost of operation. CONTRACTOR shall take reasonable measures to protect such inventories against loss by pilferage or destruction.
- 3.8 The CONTRACTOR will provide bag lunches for outside inmate workers to include the following: three (3) sandwiches, one (1) fruit, one (1) chip and one (1) drink (hydrating sports style drink, i.e. Gatorade).
- 3.9 Holidays - The CONTRACTOR shall prepare special menus for inmate and officer meals to be served on two (2) major holidays to be determined by the DC Administration but which will most likely be a Thanksgiving meal and Holiday meal. The DC will determine and notify the CONTRACTOR in advance of the dates the meals will be prepared and served. Such meals shall only be prepared by the CONTRACTOR due to local non-profit organizations donating the food. The price for these meals shall be adjusted less than the normal price per meal and shall be included in the proposal.

For the holiday meals, the CONTRACTOR shall provide the staff a lunch meal for the day shift and a dinner meal for the evening shift. The staff dinner holiday meal may be served in the DC's Dining Room (FDR), but must be a hot meal containing the same menu items served from the line in the FDR during the lunch meal.

- 3.10 Staff Meals - The CONTRACTOR shall be responsible for providing food services for all staff. Meals which are prepared for staff are not to be prepared by inmates. All food and drinks must be made/prepared by the CONTRACTOR'S personnel. The FDR shall be open for twenty-four (24) hours a day, seven (7) days a week. While food service does not need to be provided on a constant basis, beverages to include coffee and tea shall be available in the FDR at all times. Coffee and supplies to include, coffee, filters, sugar, sweeteners, milk, creamers, stirrers and cups shall also be supplied to the staff break room, coffee areas on the first and second floors, and any additional areas as growth requires. Sample staff menus for breakfast, lunch, and dinner, for a twenty-eight (28) day cycle shall be included in Offeror's proposal.

Due to the majority of the staff being essential employees, they are unable to leave the DC during their shift for meal breaks. Officers only have 30 minutes for break therefore the CONTRACTOR is expected to have meals prepared and ready for staff by the scheduled meal times. Staff working on day shift will consequently eat lunch in the FDR. Breakfast will be served to the officers in their work areas throughout the DC. The COUNTY encourages OFFERORS to pursue innovative and creative ways to provide a healthy, varied, appetizing, and palatable selection to the staff. At times, it may be necessary for staff to take meals from the FDR "to-go" because they do not have time to eat off post, therefore the CONTRACTOR shall be expected to maintain a supply of disposable food trays.

- 3.11 Special Diets – The CONTRACTOR shall prepare special meals for medical diets consistent with the general population cycle menu, where such diets are ordered by the Georgetown County Detention Center's contracted physician. Special medical diets shall conform to the medical criteria provided to the CONTRACTOR and shall be served as ordered, at the same cost per meal as a standard general population meal. Special medical diets shall have the same nutritional and caloric content of general population meals unless specific notations from the medical authority deem otherwise. Diabetic snacks, if deemed necessary by the medical authority, are to be included with delivery of the dinner meal at no additional charge to the COUNTY. Diabetic snacks are to be individually packaged for consumption between the dinner meal and breakfast meal.

The CONTRACTOR shall prepare special religious meals as necessary, only when approved by the DC Director or Deputy Director. Georgetown County strives to treat inmates of diverse religious backgrounds fairly and in doing so attempts to accommodate all reasonable religious practices requested. To that end religious diets necessary for the CONTRACTOR to prepare may include, but are not limited to, Kosher diets and Ramadan fasting and feasts. The DC's Chaplain shall be consulted when considering religious diet needs.

- 3.12 Special Functions - The DC Director may, from time to time, require special meals for guests, meetings, or special functions. The CONTRACTOR shall provide meal planning and food services for such events when requested. The cost for such services shall always be negotiated by the DC Director prior to agreement for said services and delivery shall not be made without written approval.
- 3.13 Sample Tray Retention - For each meal served to the inmate population, a sample tray containing all items that are prepared, mixed, cooked, or baked is to be retained in a frozen state in the kitchen in which it was prepared for no less than seventy-two (72) hours after service of the meal. Each sample tray must contain at least two (2) ounces of each item served for that meal. Each sample tray must be covered with clean plastic wrap or aluminum foil and clearly labeled with the date, time of day, menu cycle, and meal number. The preparer of the sample tray must be a

CONTRACTOR employee and not an inmate worker; the preparer must initial the corresponding data for each sample tray.

- 3.14 Meal Orders - The DC will be responsible for placing orders three times per day for inmate meals. The CONTRACTOR shall base billing on the number of meals actually served.

The current method for placing meal orders is for the officers to perform a unit count prior to the meal, noting the number of regular, medical diet, and religious meals needed. The officers will then complete a meal order form. The form is then forwarded to the supervisor to be delivered to the kitchen. The DC desires to utilize a more efficient system in the near future and current software packages being considered for purchase may make this a reality. OFFERORS may include descriptions of any electronic ordering systems they have to offer as part of their proposals.

Meal Delivery -The current method of meal delivery for the inmate meals is placing meals on plastic stacking trays, placing the trays on a combination of several types of carts depending on the number of trays to be delivered, and delivering the carts to the individual housing units and holding areas of the DC. Once the food carts have been delivered to the housing units, the distribution of trays within the unit will be handled by unit workers and officers. The timely, consistent, and efficient delivery of the food to the housing units shall be the responsibility of the CONTRACTOR. There are currently 10 housing units in the DC.

#### **4.0 PERSONNEL**

- 4.1 CONTRACTOR'S personnel shall strictly adhere to COUNTY and DC regulations regarding personnel behavior and safety.
- 4.2 CONTRACTOR assumes full responsibility for payment of all State and Federal taxes for unemployment insurance, old age pensions or any other Social Security legislation for all its employees engaged in the performance of any contract resulting from this RFP and further agrees to meet all requirements that may be specified in regulations now or hereafter promulgated by the COUNTY's administrative officials. Those costs shall be a direct cost of operation.
- 4.3 Neither the COUNTY nor the CONTRACTOR shall hire each other's management staff without written permission during the term of this contract. The COUNTY must approve all CONTRACTOR'S changes in management personnel.
- 4.4 The CONTRACTOR must pay Minimum Wage as defined by the State of South Carolina, or higher wages. Inmate labor is NOT paid.
- 4.5 The CONTRACTOR shall cause all of its employees and inmate labor assigned as food handlers at the COUNTY to submit to periodic health examinations given at least as frequently and as stringently as required by law and to submit satisfactory evidence of compliance with all health regulations to the COUNTY upon request. The CONTRACTOR shall further visually inspect inmate labor to ensure compliance with established hygienic practices.

- 4.6 The CONTRACTOR will maintain an adequate supervisory staff at COUNTY facilities and provide such expertise as needed (e.g., administrative, dietetic, design, purchasing and equipment consultation).
- 4.7 The CONTRACTOR will assign for duty at the COUNTY only employees acceptable to the COUNTY. Assignments of management personnel must be approved by the COUNTY and no changes in management personnel will be made without the prior consultation and consent of the COUNTY. Furthermore, all contracted personnel must be approved by the GCDC prior to being allowed within the DC.
- 4.8 COUNTY reserves the right to require the replacement of any individual whose actions or omissions are determined by the COUNTY to be detrimental to the COUNTY.
- 4.9 The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, creed, color, age, sex, or national origin, and will make a diligent and continuing effort to ensure they are afforded equal employment without discrimination. Diligent and continuing efforts will also be made to employ handicapped persons whenever possible. Such action shall be taken with reference, but not limited to: recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff or termination, rates of pay or other forms of compensation and selection for training. All solicitations or advertisements for employees placed by, or on behalf of, the CONTRACTOR will state that all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, age, sex, or national origin.
- 4.10 The CONTRACTOR must provide sufficient personnel to ensure adequate service and must have adequately trained relief personnel to substitute for absent inmate workers.
- 4.11 The CONTRACTOR must schedule and conduct an on-going inmate employee-training program, which will ensure that all inmates perform their jobs with the highest standards of efficiency, courtesy, and sanitation. There must be an emphasis on safety and cleanliness in the workplace.
- 4.12 The current number of employees operating the foodservice operation varies with the population demand of the DC, but there are historically an average of three (3) contractor supervisory personnel (including the unit manager), and eight (8) inmate laborers if applicable.

## **5.0 SANITATION**

- 5.1 The utmost importance is placed on proper sanitation standards. The South Carolina Department of Health and Environmental Control Regulations 61-25 and 61-26 for food service establishments are applicable and must be maintained. In addition, a health department Grade "A" rating must be maintained at all times. A copy of all health department inspection reports will be provided to the COUNTY immediately after an inspection takes place. Any grade less than an "A" may be grounds for termination of the contract.
- 5.2 The CONTRACTOR will have one manager certified in safe food handling by the Education Foundation of the National Restaurant Association, or equivalent certification.



- 5.3 The CONTRACTOR shall visually inspect all food handlers daily, to ensure that they are following established hygiene practices in the handling of food:
- a. Bathing daily
  - b. Wearing clean outer clothing
  - c. Keeping fingernails short and clean
  - d. Using hairnets or caps when hair is longer than six inches (applies to both male and female employees)
  - e. Removing wristwatches and rings, except plain wedding bands, during the preparation and service of food.
  - f. Washing hands with warm water and soap upon reporting for duty, after each visit to the restroom, and after handling raw meat, fish or fowl.
  - g. Wearing rubber gloves when appropriate during the preparation and service of food.
  - h. Reporting symptoms of infectious diseases, including colds, to supervisory manager.
- 5.4 The kitchen and storerooms will be kept clean and orderly. The floors will be kept free of boxes, trash, spills and water. Nothing is to be left on top of refrigerators, ovens, range shelves, or dish tables. Each area will have quick and easy access to a mop and other necessary cleaning utensils and supplies.
- 5.5 The pot room and dish room will be clean and sanitized, with little or no excess water spills on the floor. The trashcans in the kitchens will all be lined with plastic liners, none will be overflowing, and all will have covers on them.
- 5.6 Hand wash stations and restrooms in all food preparation locations will be kept in immaculate condition with documented inspections.
- 5.7 Walls, ceilings, windows, ducts, fan blades, and screens will be kept clean and free from dirt, dust, and grease.
- 5.8 Floors are to be kept clean of accumulation of spills and debris. Spot wax and buff floors as necessary to maintain their appearance. At a minimum strip and wax all floors twice annually.
- 5.9 Steam tables, coffee urns, griddles, condiment containers and work tables, etc., will be cleaned constantly throughout the day.
- 5.10 Kitchen tables, meat slicers, utensils, cooking pots & pans, stockpots etc., will be disassembled and cleaned after each use.
- 5.11 Dining tables, beverage counters, and salad bars will be constantly wiped and kept in spotless condition throughout each meal.
- 5.12 The receiving dock will be clean and free from debris and odor for a distance of approximately 20 feet beyond the entry door.
- 5.13 Soiled dish conveyors will be cleaned thoroughly each day, including floor under conveyor, drip pans and conveyor belt.

- 5.14 All foods in the walk-in refrigerators and freezers will be covered with plastic wrap or aluminum foil, dated and labeled.
- 5.15 Opened bags and boxes in dry storage will be stored according to DHEC regulation 61–25.

**6.0 FINANCIAL AGREEMENTS**

- 6.1 The CONTRACTOR shall keep full and accurate records and accounts in connection with food service operations. All such records shall be retained by the CONTRACTOR for a period of two (2) years and may be audited by COUNTY officials or their designated representatives at any time during regular working hours with, or without, prior notice.
- 6.2 The CONTRACTOR will remit to the South Carolina Tax Commission, any required South Carolina Sales Tax.
- 6.3 The CONTRACTOR will issue accurate weekly summary on meals served to DC administration. The COUNTY will remit payment within thirty (30) days after receipt of invoice.

**7.0 RESPONSIBILITIES OF THE COUNTY**

- 7.1 The COUNTY will provide facilities, equipment and maintenance of its facilities and equipment for food preparation and service, to be used by the CONTRACTOR, to include existing equipment:

<u>ITEM</u>	<u>MODEL</u>	<u>PURCHASE DATE</u>
a) Kitchen - 63’8”x41’6”	N/A	1995
b) Norlake Cooler and Freezer	FWC03996	1995
c) Titan Mixer	SRM60+	2018
d) Thermal Delivery Carts (2)	SECON94	1995
e) Hoshizaki Ice Machine	KM-901MWJ	2018
f) ADS Conveyor Dish Machine	ADC-44	2010
g) Vulcan Hart DBL Convection Oven	VC4GD-21D250K	2019
h) Vulcan Hart 36” Griddle w/Oven	VGM36S	2011
i) Pitco Frialator 36” 2-Tank Fryer	SGM34-SSTC	2011
j) Crown 30 Gal Tilt Skillet	GS-30	2021
k) Toshiba Microwave	N/A	2021
l) Insinkerator Disposal. 10” Rotor	N/A	2016
m) Hobart Slicer	HS8N	2017
n) American 2 Oven Range	AR36G-4B	1995
o) Hobart Meat Cutter	84186	2017

- 7.2 The COUNTY will be responsible for trash and garbage removal.
- 7.3 The COUNTY will provide insect and rodent control treatments.
- 7.4 All utilities (electricity, hot and cold water, steam, air conditioning, etc.) necessary for the food service operation will be provided by the COUNTY. The COUNTY will not guarantee, however, an uninterrupted supply of water, steam, electricity, air conditioning, etc., but it will be

diligent in restoring service following an interruption. The COUNTY will not be liable for any product loss that may result from the interruption or failure of such utility service.

- 7.5 The COUNTY will provide fire and extended coverage insurance only for COUNTY owned equipment and facilities.
- 7.6 The COUNTY will provide administrative office space adjacent to the kitchen preparation area.
- 7.7 The COUNTY will provide local telephone service and internet service.
- 7.8 The COUNTY will dispose of all equipment declared surplus or determined to be without salvage value.
- 7.9 The COUNTY will provide accurate and timely orders for meals served to inmates, correctional officers and staff.
- 7.10 The COUNTY will provide Security: control and limitation of inmates in, to, and from the food service area.
- 7.11 The COUNTY will be responsible for repairs to kitchen equipment owned by the COUNTY.

## **8.0 RESPONSIBILITIES OF THE CONTRACTOR**

- 8.1 The CONTRACTOR will procure and pay for all food and food supplies utilized by COUNTY under this agreement. In the course of such procurement, the CONTRACTOR will take advantage of all trade discounts and credits and credit them against the purchase price. Preference will be given to local suppliers wherever practical. The COUNTY reserves the right to specify brands or product lines.
- 8.2 The CONTRACTOR will indemnify, hold harmless and defend the COUNTY, its Council and employees against all liability, claims and costs of whatever kind and nature for injury or death of any person or persons and from loss or damage to any property occurring in conjunction with, or in any way incident to, or arising out of the occupancy, use, service, operations, or work in conjunction with this agreement, resulting in whole or in part from the negligent acts or omissions of the offeror, its employees, agents, or representatives.
- 8.3 The CONTRACTOR shall furnish to COUNTY, prior to the commencement of services and on the anniversary of an awarded contract thereafter, an insurance certificate evidencing that it maintains, in companies acceptable to the COUNTY, the coverage specified here-in.
- 8.4 The CONTRACTOR will be responsible for all long distance and all telephone/data charges other than local telephone service.
- 8.5 CONTRACTOR shall be responsible for the replacement of equipment/facilities that are damaged or lost due to CONTRACTOR'S negligence.
- 8.6 CONTRACTOR will purchase all cleaning supplies to clean and sanitize kitchen.

- 8.7 The CONTRACTOR will provide all cooking utensils, serving utensils, eating ware, and disposable inmate cutlery and serving trays and these will be replaced as needed by the CONTRACTOR.
- 8.8 The CONTRACTOR will ensure that a two-week emergency supply of food shall be kept in stock during the hurricane season (June 1-November 30). This shall be adequate to supply the inmate population and staff.

In addition, each OFFEROR shall provide in its proposal, a contingency plan for providing service in the event of lockdowns, employee strikes, hurricanes, tornados, riots, fire, power failure, and any other catastrophic events that may curtail or affect the normal operation of the DC. Contingency plans shall include the CONTRACTOR'S plan for providing uninterrupted food services including, but not limited to, designation of off-site locations for food preparation; alternative staffing plans; and any other proposals to demonstrate CONTRACTOR'S capability of responding to catastrophic occurrences. The plan included in the proposal will be finalized by the CONTRACTOR within thirty (30) days after the commencement of the Contract and submitted to the DC for approval. The CONTRACTOR will be required to have on site, not less than fourteen (14) days of three (3) complete meals, in case of emergency.

- 8.9 The CONTRACTOR will pay for all permits, licenses, and fees as necessary.
- 8.10 The CONTRACTOR will provide preventative maintenance on kitchen equipment.
- 8.11 The CONTRACTOR will provide uniforms and nametags for all its personnel.

## **9.0 PROPOSAL REQUIREMENTS**

- 9.1 To be considered, CONTRACTOR must submit a complete response to the Request for Proposal. Offers will not be accepted for anything other than the entire RFP. The COUNTY seeks a "turnkey" operation, with ultimate responsibility for procurement, preparation and service of food and food products.
- 9.2 CONTRACTOR must submit One (1) electronic submittal through the County's e-procurement portal, Vendor Registry. Proposals are limited to eighty (80) standard (8.5" x 11") pages (may be fewer) using a minimum of a 12-point font. The pages of the proposal submittals must be numbered. The following mandatory County forms and any of the will not count toward the page limit.
- Non-Collusion Affidavit
  - Resident Certification for Local Preference
  - Mandatory Bid Submittal Form
  - Exceptions Page
  - Addendum Acknowledgement (If Issued)

Non-conforming submissions may be removed from consideration.

- 9.3 Proposals for food service shall include the following in the order listed below:
- a. General history, description, and status of the company.
  - b. Minimum of three (3) references at correctional facilities, including name, address,

- contact person, phone number, and inmate count;
- c. Litigation-Provide all judgements entered into against the Contractor by any Federal, State, or Local courts within the past ten (10) years; any criminal conviction ever issued against the Contractor or its owners or principals, and all civil, criminal, and administrative proceedings against the Contractor.
- d. Sample Purchasing specifications;
- e. Procedures used in safety and sanitation;
- f. Statement of quality control methods;
- g. Description of training programs for management, staff, and inmate labor;
- h. Sample contingency plan in case of power failure, fire, floods or other acts of God;
- i. Statement of nutritional adequacy prepared by a registered dietician;
- j. A 3000 caloric per day sample menu for a 28 day period for inmates, and also a sample menu for a 28 day period for staff (no caloric requirements/limitations);
- k. Sample weekly invoice for meals and Contractor's billing procedures;
- l. All mandatory bid submittal forms.

## **10.0 EVALUATION AND AWARD CRITERIA**

The County's Evaluation Committee shall review each proposal. The Committee may elect to interview offerors to aide in their evaluation process. The following criteria will be used in the evaluation process:

- Experience, Qualifications, References, & Litigation 30%
- Procurement, Training & Contingency plans 20%
- Sanitation, Quality Control & Menus-variety, quality, nutritional value, caloric intake 25%
- Price/Fees 25%

If necessary, the County reserves the right to negotiate with the highest ranked offeror. If negotiations are not deemed satisfactory with the highest ranked offeror, negotiations may be performed with the second highest ranked offeror, and so on and so forth until an acceptable negotiation can be made. Once a final determination has been made, a notice of intent to award letter will be mailed out to all respondents. The County of Georgetown is not required to furnish a statement of the reason(s) why a proposal was not deemed to be the most advantageous.

The successful firm will be expected to provide a Certificate of Insurance naming Georgetown County, SC as an additional insured and sign a contract with the County of Georgetown. The successful firm shall execute and return the required documents to the County within fifteen (15) days after receipt of the notice of intent to award. The County reserves the right to include additional terms and provisions, as negotiated.

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**Instructions for Providers**  
**Bid #22-029**  
**Georgetown County Detention Center Food Services**

**These are general instructions and conditions that accompany each bid package. If more specific instructions are given in the individual bid package, those instructions should prevail.**

**1. Submission of Questions**

Questions must be submitted in writing via electronic mail, facsimile or postal mail to the Issuing Officer no later than the “Deadline for Questions” cutoff identified in the Bid Timeline on page three (3) in order to generate an official answer. All written questions will receive an official written response from the Georgetown County Purchasing Office (GCPO) and will become addenda to the solicitation.

GCPO reserves the right to reject or deny any requests made by the provider.

Impromptu, unwritten questions are permitted and verbal answers may be provided, but are only intended as general direction and will not represent the official GCPO position. The only official position of GCPO is that which is stated in writing and issued in the solicitation as addenda thereto.

No other means of communication, whether oral or written, shall be construed as a formal or official response/statement and may not be relied upon. **SEND QUESTIONS TO:**

Nancy Silver, Purchasing Officer  
Post Office Box 421270, Georgetown, SC 29442-4200  
Fax: (843) 545-3500  
Email: [nsilver@gtcounty.org](mailto:nsilver@gtcounty.org)

2. Sealed bids to provide **Georgetown County Detention Center Food Services** shall be received electronically through the County’s Vendor Registry webpage until the cut-off time shown in the bid timeline on page three (3) of this document. Bids will then be promptly opened at the designated time by the Buyer. Bids that are not received prior to the stated opening date and time will be considered **NON RESPONSIVE**. An official authorized to bind the offer must sign all bids submitted.

**3. Inclement Weather/Closure of County Courthouse**

Due to the current COVID-19 situation, County offices at the time of this bid posting remain open but may be limited to the public. Bid openings at the time of this issuance are being conducted virtually or hybrid and may occur from an alternate secure and/or remote location as needed. A virtual meeting link will be posted under the bid number before the bid opening time so that members of the public may attend the meeting virtually.

4. This solicitation does not commit Georgetown County to award a contract, to pay any cost incurred in the preparation of the bid, or to procure or contract for goods or services. It is the responsibility of each bidder to see that the Georgetown County Purchasing Office receives bids on, or before, the date and time specified for the bid opening. No bid will be accepted thereafter. The County assumes no responsibility for delivery of bids that are mailed. Georgetown County reserves the right to reject any or all bids and to waive any informalities and technicalities in the bid process.

5. **NON EXCLUSIVITY**

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with Contractor. Any resulting contract shall not restrict the County from acquiring similar, equal or like goods and/or services from other entities or sources, when Staff determines internally that this resulting action is in the best interest of Georgetown County.

6. No Bidder may submit more than one bid. Multiple bids for different manufacturers but represented by the same firm will not be accepted. Bids offered directly from manufacturers shall indicate if a local dealer/representative will be involved.

7. Definitions:

- a) The terms “Proposer”, “Offeror”, “Vendor” or “Bidder” refer to those parties who are submitting sealed responses for the work set forth in this document to the OWNER, as distinct from a sub-bidder who provides a bid to the Bidder. The term “Contractor” refers to the successful Bidder.
- b) The term “**Georgetown County Detention Center Food Services**” or “work” refers to the **complete set of services** as specified in this document, in every aspect.
- c) The terms “Owner” and “County” refer to the County of Georgetown, South Carolina.
- d) Where the words “shall” or “must” are used, it signifies an absolute minimum function or capacity that, if not satisfied, may result in disqualification.
- e) Where the words “should”, “may”, or “is desirable” are used, it signifies desirable, but not mandatory functions or capacities. Bidders who are able to provide these functions or capacities may be evaluated more favorably than those who cannot.

8. Correction or Withdrawal of Bids; Cancellation of Awards

An offeror must submit in writing a request to either correct or withdraw a bid to the Procurement Officer. Each written request must document the fact that the offeror’s mistake is clearly an error that will cause him substantial loss.

- a) Correction of awards : An offeror shall not be permitted to correct a bid mistake after bid opening that would cause such offeror to have the low bid unless the mistake in the judgment of the Procurement Officer is clearly evident from examining the bid document; for example, extension of unit prices or errors in addition.
- b) Cancellation of awards prior to performance: When it is determined after an award has been issued but before performance has begun that Georgetown County’s requirements for the goods or services have changed or have not been met, the award or contract may be canceled and either re-awarded or a new solicitation issued.

9. Faxed or E-mailed bids will not be accepted by Georgetown County. Electronic bid submissions must be submitted through the Georgetown County Purchasing Vendor Registry page to ensure they remain sealed until the scheduled bid opening date and time.

10. If you need any reasonable accommodation for any type of disability in order to participate in this procurement, please contact the purchasing office as soon as possible.

11. Title VI of the Civil Rights Act of 1964: Georgetown County hereby gives public notice that it is the policy of the agency to assure full compliance with Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987, Executive Order 12898 on Environmental Justice, and related statutes and regulations in all programs and activities. Title VI requires that no person in the United States of America shall, on the grounds of race, color, or national origin, be excluded from the participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which Georgetown County receives federal financial assistance. Any person who believes they have been aggrieved by an unlawful discriminatory practice under Title VI has a right to file a formal complaint with Georgetown County. Any such complaint must be in writing and filed with Georgetown County's Title VI Coordinator within one hundred and eighty (180) days following the date of the alleged discriminatory occurrence. For more information, or to obtain a Title VI Discriminatory Complaint Form, please see our website at <http://www.gtcountry.org/about/faqs.html>.
12. Any deviations from the specifications or modification of this bid and any extra or incidental work or reductions in work shall be set forth in writing and signed by both parties prior to making such change. Any increase or decrease in the bid price resulting from such change shall be included in writing.
13. Exceptions: The bidder shall list on a separate sheet of paper any variations from, or exceptions to, the conditions and specifications of this bid. This sheet shall be labeled "Exception(s) to Bid Conditions and Specifications," and shall be attached to the bid. When Proposers find instances where they must take exception with certain requirements or specifications of the bid, all exceptions shall be clearly identified. Written explanations shall include the scope of the exceptions, the ramifications of the exceptions for the County of Georgetown, and a description of the advantage to be gained or disadvantages to be incurred by the County as a result of these exceptions. If none, write "NONE".
14. Georgetown County reserves the right to reject any or all bids, and to waive as an informality any irregularities contained in any bid as may be deemed in the best interest of the County. Georgetown County further reserves the right to reject any bid submitted, at its sole option, that the vendor may not be able to meet the service requirements of the bid.
15. Publicity releases: contractor agrees not to refer to award of any resulting contract in commercial advertising in such a manner as to state or imply that the products or services provided are endorsed or preferred by the user.
16. Material Safety Data Sheets: The County of Georgetown will not receive any materials, products, or chemicals which may be hazardous to an employee's health unless accompanied by a Material Data Sheet when received.
17. Ownership of Copyright: All right, title and interest in all copyrightable materials which vendor shall create in the performance of its obligations hereunder shall be the property of the procurer. Vendor agrees to assign and hereby does assign any and all interest it has in and to such material to procurer. Vendor agrees, upon the request of procurer to execute all papers and perform all other such acts necessary to assist procurer to obtain and register copyrights on such materials. Where applicable, works of authorship created by the vendor in the performance of its obligations hereunder, shall be considered "works for hire" as defined in the U.S. Copyright Act.



18. Ownership of Documents: Any reports, studies, photographs, negatives or other documents prepared by vendor in the performance of its obligations shall be the exclusive property of the procurer and all such material shall be remitted to the procurer by the vendor upon completion, termination or cancellation of this order. Vendor shall not use, willingly allow or cause to have such material used for any purpose other than performance of its obligations under this order without the prior written consent of the procurer.
19. Affirmative Action: The contractor will take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of the handicapped, and concerning the treatment of all employees, without regard or discrimination by reason of age, race, color, religion, sex, national origin or physical handicap. The following are incorporated herein by reference: 41 C.F.R. 60-1.4, 60-250.4 and 60-741.4.
20. Inclusion and participation of disadvantaged, small, and local business entities is strongly encouraged, but minimum participation standards are not in effect for this project.
21. Federally Funded Construction Contracts Over \$2,000:
- a) Davis-Bacon Requirements. These contracts need to include a provision for compliance with the Davis-Bacon Act (40 USC 276a to a—7) and the Department of Labor implementing regulations (29 CFR Part 5). Under this Act, Contractors are required to include the contract provisions in Section 5.5 (a) of 29 CFR Part 5, and to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in the wage determination made by the Secretary of Labor. In addition, Contractors shall be required to pay wages not less than the minimum wages specified in the wage determination made by the Secretary of Labor. In addition, Contractors shall be required to pay wages not less often than once a week. Current Wage Determination for Georgetown County in South Carolina is available on-line at: [https://beta.sam.gov/search?index=wd&keywords=Georgetown&sort=-relevance&wdType=dba&page=1&date\\_filter\\_index=0&inactive\\_filter\\_values=false](https://beta.sam.gov/search?index=wd&keywords=Georgetown&sort=-relevance&wdType=dba&page=1&date_filter_index=0&inactive_filter_values=false).
  - b) Contract Work Hours and Safety Standard Act Requirements. The contracts must include a provision for compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 USC 327-330) as supplemented by the Department of Labor regulations (29 CFR Part 5). Under Section 103 of the Act, each Contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate not less than one times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. Section 107 of the Act is applicable to construction work and provides that no laborer of mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to health and safety as determined under construction, safety and health standards promulgated by the Secretary of Labor. These requirements do not apply to the purchases of supplies, materials, or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
  - c) Copeland “Anti-Kickback” Act Requirements. All construction contracts over \$2,000.00 must include a provision for compliance with the Copeland “Anti-Kickback” Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3). This act provides that each Contractor shall be prohibited from inducing, by any means, persons employed in the construction, completion, or repaid of public work to give up any part of their compensation.

22. Bidders must clearly mark as "confidential" each part of their bid which they consider to be proprietary information that could be exempt from disclosure under section 30-4-40, Code of Laws of South Carolina 1976, as amended (Freedom of Information Act). If any part is designated as confidential, there must be attached to that part an explanation of how this information fits within one or more categories listed in section 30-4-40. The County reserves the right to determine whether this information should be exempt from disclosure and no legal action may be brought against the County or its agents for its determination in this regard.

23. CERTIFICATION REGARDING DRUG-FREE WORKPLACE:

The contractor certifies that the vendor(s) will provide a "drug-free workplace" as that term is defined in Section 44-107-30 of the Code of Laws of South Carolina, 1976, as amended, by the complying with the requirements set forth in title 44, Chapter 107.

24. Certification of Non-Segregated Facilities

The federally-assisted construction contractor certifies that he does not maintain or provide, for his employees, any segregated facilities at any of his establishments and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally-assisted construction contractor certifies that he will not maintain or provide, for his employees, segregated facilities at any of his establishments and that he will not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The federally-assisted construction contractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this Contract.

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms, and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason. The federally assisted construction contractor agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause and that he will retain such certifications in his files.

25. Nothing herein is intended to exclude any responsible vendor, his product or service or in any way restrain or restrict competition. On the contrary, all responsible vendors are encouraged to bid and their bids are solicited.

26. Acknowledgement of Addenda

Each contractor is responsible to verify the number of total addenda issued prior to bid. **Failure to acknowledge all addenda may disqualify the bidder.** All addenda are posted by the County at the website located at [www.georgetowncountysc.org](http://www.georgetowncountysc.org), select "Bid Opportunities" from the Quick Links box. It is each proposer's responsibility to verify that all addenda have been received and acknowledged.

27. This Invitation for Bid covers the estimated requirements to provide a Georgetown County Detention Center Food Services for the Georgetown County Detention Center. The purpose is to

establish firm pricing and delivery. The right is reserved to extend the use of this contract to any County Department.

28. **TERMS OF AGREEMENT / RENEWAL**

The County reserves the right to negotiate with the successful bidder, after contract award, for an additional discount should available funds permit the purchase of additional units within the fiscal year.

29. Bids must be made on Proposal or Bid Form furnished or will be rejected. Proposals shall be typewritten or written in ink on the form prepared by the County. The person signing the bid shall initial all corrections or erasures.

30. The successful bidder shall procure, maintain, and provide proof of, insurance coverage for injuries to persons and/or property damage as may arise from or in conjunction with, the work performed on behalf of the County by the bidder, his agents, representatives, employees or subcontractors. Proof of coverage as contained herein shall be submitted fifteen (15) days prior to the commencement of work and such coverage shall be maintained by the bidder for the duration of the contract period; for occurrence policies.

a. General Liability

Coverage shall be as broad as: Comprehensive General Liability endorsed to include Broad Form, Commercial General Liability form including Products/Completed Operations.

1. Minimum Limits

General Liability:

- \$1,000,000 General Aggregate Limit
- \$1,000,000 Products & Completed Operations
- \$1,000,000 Personal and Advertising Injury
- \$1,000,000 Each Occurrence Limit
- \$50,000 Fire Damage Limit
- \$5,000 Medical Expense Limit

b. Automobile Liability

Coverage sufficient to cover all vehicles owned, used, or hired by the bidder, his agents, representatives, employees or subcontractors.

1. Minimum Limits

Automobile Liability:

- \$1,000,000 Combined Single Limit
- \$1,000,000 Each Occurrence Limit
- \$5,000 Medical Expense Limit

c. Workers' Compensation

Limits as required by the Workers' Compensation Act of SC. Employers Liability, \$1,000,000.

d. Owners' & Contractors' Protective Liability

Policy will be in name of County. Minimum limits required are \$1,000,000.

e. Professional Liability (a/k/a Errors and Omissions)

n/a

f. Coverage Provisions

1. All deductibles or self-insured retention shall appear on the certificate(s).
2. The County of Georgetown, its officers/ officials, employees, agents and volunteers shall be added as "additional insured" as their interests may appear. This provision does not apply to Professional Liability or Workers' Compensation/Employers' Liability.
3. The offeror's insurance shall be primary over any applicable insurance or self-insurance maintained by the County.
4. Shall provide 30 days written notice to the County before any cancellation, suspension, or void of coverage in whole or part, where such provision is reasonable.
5. All coverage for subcontractors of the bidder shall be subject to all of the requirements stated herein.
6. All deductibles or self-insured retention shall appear on the certificate(s) and shall be subject to approval by the County. At the option of the County, either; the insurer shall reduce or eliminate such deductible or self-insured retention; or the bidder shall be required to procure a bond guaranteeing payment of losses and related claims expenses.
7. Failure to comply with any reporting provisions of the policy(s) shall not affect coverage provided the County, its officers/officials, agents, employees and volunteers.
8. The insurer shall agree to waive all rights of subrogation against the County, its' officers/officials, agents, employees or volunteers for any act, omission or condition of premises which the parties may be held liable by reason of negligence.
9. The bidder shall furnish the County certificates of insurance including endorsements affecting coverage. The certificates are to be signed by a person authorized by the insurance company(s) to bind coverage on its' behalf, if executed by a broker, notarized copy of authorization to bind, or certify coverage must be attached.
10. All insurance shall be placed with insurers maintaining an A.M. Best rating of no less than an A:VII. If A.M. Best rating is less than A:VII, approval must be received from County's Risk Officer.

31. Workman's Compensation Coverage

Georgetown County, SC will require each contractor and service provider to maintain on file with the purchasing officer, a current Certificate of Insurance showing limits as required by the Workers' Compensation Act of SC: Employers Liability, \$1,000,000.

The law also recognizes "statutory employees." These are employees who work for a subcontractor who may be working for a business or another contractor. Employers should inquire whether or not a subcontractor working for them has workers' compensation insurance, regardless of the number of employees employed by the subcontractor. If the subcontractor does not, the subcontractor's injured employees would be covered under the employer's workers' compensation insurance. If the subcontractor does not carry workers' compensation insurance, then the owner or

the principal contractor would be liable just as if the subcontractor's employee was one of their employees.

For answers to additional questions, visit the SC Worker's Compensation Commission website, at:

<http://www.wcc.sc.gov/Pages/FrequentlyAskedQuestions.aspx#empl>

32. Hold Harmless Clause

The Contractor shall, during the term of the contract including any warranty period, indemnify, defend, and hold harmless the County, its officials, employees, agents, and representatives thereof from all suits, actions, or claims of any kind, including attorney's fees, brought on account of any personal injuries, damages, or violations of rights, sustained by any person or property in consequence of any neglect in safeguarding contract work or on account of any act or omission by the contractor or his employees, or from any claims or amounts arising from violation of any law, bylaw, ordinance, regulation or decree. The vendor agrees that this clause shall include claims involving infringement of patent or copyright.

33. Condition of Items

All items shall be new, in first class condition, including containers suitable for shipment and storage, unless otherwise indicated herein. Verbal agreements to the contrary will not be recognized.

34. Workmanship and Inspection

All work under this contract shall be performed in a skillful and workmanlike manner. The County may, in writing, require the Contractor to remove any employee from work that the County deems incompetent or careless.

Further, the County may, from time to time, make inspections of the work performed under this contract. Any inspection by the County does not relieve the Contractor from any responsibility regarding defects or other failures to meet the contract requirements.

35. Invoicing and Payment

The Contractor shall submit invoices on a frequency to be determined, as agreed upon by the County, for each payment requested. Such invoice shall also include a detailed breakdown of all charges. All such invoices will be paid within thirty (30) days unless any items thereon are questioned, in which event payment will be withheld pending verification of the amount claimed and the validity of the claim. The firm shall provide complete cooperation during any such investigation. All invoices shall be forwarded to the following address:

County of Georgetown  
Accounts Payable, Finance Dept.  
P.O. Box 421270  
Georgetown, SC 29442-4200

An IRS W-9 form must be on file with the Purchasing Office before any payment will be issued.

36. South Carolina Sales Tax

The County of Georgetown, SC is not exempt and pays the appropriate SC sales tax on all applicable purchases.

37. Assignment of Contract

This contract may not be assigned in whole or part without the written consent of the Purchasing Officer.

38. Termination

Subject to the provisions below, the contract may be terminated by the County upon sixty (60) days advance written notice to the other party; but if any work or service hereunder is in progress, but not completed as of the date of termination, then this contract may be extended upon written approval of the County until said work or services are completed and accepted.

a. Termination for Convenience

In the event that this contract is terminated or canceled upon request and for the convenience of the County, without the required sixty (60) days advance written notice, then the County shall negotiate reasonable termination costs, if applicable.

b. Termination for Cause

Termination by the County for cause, default or negligence on the part of the contractor shall be excluded from the foregoing provision; termination costs, if any, shall not apply. The sixty (60) days advance notice requirement is waived in the event of Termination for Cause.

c. Non-Appropriation:

It is understood and agreed by the parties that in the event funds are not appropriated in the current fiscal year or any subsequent fiscal years, this contract will become null and void and the County will only be required to pay for services completed to the satisfaction of the County.

39. Default

In case of default by the contractor, for any reason whatsoever, the County may procure the goods or services from another source and hold the contractor responsible for any resulting excess cost and may seek other remedies under law.

40. Severability

In the event that any provision shall be adjudged or decreed to be invalid, such ruling shall not invalidate the entire Agreement but shall pertain only to the provision in question and the remaining provisions shall continue to be valid, binding and in full force and effect.

41. Applicable Laws

This Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina, U.S.A.

42. Claims and Disputes:

All claims, disputes and other matters in question between parties arising out of, or relating to, this Agreement, or the breach thereof, shall be decided in the Circuit Court of the Fifteenth Judicial circuit in Georgetown County, South Carolina. By executing this Agreement, all parties specifically consent to venue and jurisdiction in Georgetown County, South Carolina and waive any right to contest jurisdiction and venue in said Court.

43. Rights of County

The County reserves the right to reject all or any part of any bid, waive informalities and award the contract to the lowest responsive and responsible bidder to best serve the interest of the County.

44. Award of Bid

In determining the lowest responsive and responsible bidder, in addition to price, there shall be considered the following:

- (a) The ability, capacity and skill of the bidder to perform the contract.
- (b) Whether the bidder can perform the contract within the time specified, without delay of interference.
- (c) The character, integrity, reputation, judgment, experience and efficiency of the bidder.
- (d) The quality of performance on previous contracts.
- (e) The previous and existing compliance by the bidder with laws and ordinances relating to the contract.
- (f) The sufficiency of the financial resources to perform the contract to provide the service.
- (g) The quality, availability and adaptability of the supplies or contractual services to the particular use required.
- (h) The ability of the bidder to provide future maintenance and service.
- (i) The discount terms and conditions of the bid.
- (j) Delivery time.

45. Notice of Award

A *Notice of Intent to Award* will be mailed to all respondents.

46. Protest

Bidders may refer to Sections 2-67, 2-73, and 2-74 of Ordinance #20-32, also known as the Georgetown County, South Carolina Purchasing Policy to determine their remedies concerning this competitive process. The failure to be awarded a bid shall not be valid grounds for protest.

47. Debarment

By submitting a bid, the offeror certifies to the best of its knowledge and belief, that it and its principals, sub-contractors and assigns are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal, State or local department or agency. A copy of the County's debarment procedure in accordance with Section 2-68 of Ordinance #20-32, also known as the Georgetown County, South Carolina Purchasing Policy is available upon request.

48. Firm Pricing for County Acceptance

Bid price must be firm for County acceptance for 60 days from bid opening date. "Discount from list," bids are not acceptable unless specifically requested.

49. Quotations to be F.O.B.: Destination

Quote F.O.B.: Destination for this competitive sealed bid. As an alternate, show exact cost for delivery.

50. Unit Prices and Extension

Bid unit price on quantity specified -- extend and show total. In case of errors in extension, unit prices shall govern. Bids subject to unlimited price increases will not be considered.

51. Use of Brand Names (If Appropriate)

Unless otherwise stated in an Invitation for Bid, the name of a certain brand, make or manufacturer does not restrict bidders to the specific brand, make or manufacturer named; it conveys the general style, type, character, and quality of the article desired, and any article which the County in its sole discretion

determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. Any catalog, brand name or manufacturer's reference used in bid invitation is descriptive - NOT restrictive - it is to indicate type and quality desired. Bids on brands of like nature and quality will be considered. If bidding on other than reference or specifications, bid must show manufacturer, brand or trade name, catalog number, etc. of article offered. If other than brand(s) specified is offered, illustrations and complete description must be submitted with bid. Samples may be required. If bidder makes no other bid and takes no exception to specifications or reference data, he will be required to furnish brand names, numbers, etc., as specified. Bidders must certify that item(s) bid upon meet and/or exceed specifications.

52. Delivery After Receipt of Order (ARO)

Bid must show the number of days required to place material in using agency's receiving room under normal conditions. Failure to state delivery time obligates bidder to complete delivery in fourteen (14) calendar days. Unrealistically short or long delivery promised may cause bid to be disregarded. Consistent failure to meet delivery promises without valid reason may cause removal from bid list. Delivery shall be made during normal working hours only, 9 to 5, unless prior approval has been obtained from the County.

53. Permits

The successful Offeror must be responsible for obtaining all necessary city, county, and state permits/licenses and must comply with all local codes and ordinances. Copies of such permits/licenses shall be made available to the County upon request. Building contractors working within Georgetown County must also secure a Contractor's License from the Building Department. Work within the Georgetown City Limits may require a City Business License. For additional information, please review the "Forms and Fees" section of the Building Department web page at the link below: <http://www.gtcounty.org/176/Building-Department>.

54. Environmental Management:

Vendor/Supplier/Contractor will be responsible for complying with all federal, state and local environmental regulations relating to transportation, handling, storage, spillage and any other aspect of providing the services specified herein, as applicable.

55. Bid Tabulation Results

Vendors wishing to view the bid tabulation results may visit the Georgetown County, SC web-site at: <http://www.georgetowncountysc.org>. Select "Bid Opportunities" from the Quick Links box, then click on the "Expired" tab and double click the link under the individual bid listing.

56. The Bidder hereby certifies that he or she has carefully examined all of the Documents for the project, has carefully and thoroughly reviewed this Request for Bid/Quotation, has inspected the location of the project (if applicable), and understands the nature and scope of the work to be done; and that this Bid is based upon the terms, specifications, requirements, and conditions of the Request for Bid/ Documents. The Bidder further agrees that the performance time specified is a reasonable time, having carefully considered the nature and scope of the project as aforesaid.

57. Any attempt by the vendor to influence the opinion of County Staff or County Council by discussion, promotion, advertising, misrepresentation of the submittal or purchasing process or any procedure to promote their offer will constitute a violation of the vendor submittal conditions and will cause the vendor's submittal to be declared null and void.



58. Apparent omission of a detailed description concerning any point, shall be regarded as meaning the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used.

59. Response Clarification

Georgetown County reserves the right to request additional written or oral information from Bidders in order to obtain clarification of their Responses.

60. Due to the CDBG funding related to this purchase, the County's Local Vendor Preference Option will not apply to this procurement.

61. Vendor Checklist

The items indicated below must be returned as a part of the Bid Submission package:

- Non-Collusion Affidavit
- Resident Certification for Local Preference
- Mandatory Bid Submittal Form
- Exceptions Page
- Addendum Acknowledgement (If Issued)

The successful proposer will be required to provide a Certificate of Insurance naming Georgetown County, SC as an additional insured and a signed IRS Form W-9. This must be on file with the Purchasing Department prior to any services being performed and must be on file within fifteen (15) days of written notification of award.

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**NON-COLLUSION AFFIDAVIT OF PRIME PROPOSER / BIDDER  
(Mandatory Bid Submittal Form)**

**NON-COLLUSION OATH** )

**COUNTY OF:** \_\_\_\_\_ )

**STATE OF:** \_\_\_\_\_ )

Before me, the Undersigned, a Notary Public, for and in the County and State aforesaid, personally appeared \_\_\_\_\_ and made oath that the Offeror Herein, his agents, servants, and/or employees, to the best of his knowledge and belief have not in any way colluded with anyone for and on behalf of the Offeror, or themselves, to obtain information that would give the Offeror an unfair advantage over others, not have they colluded with anyone for and on behalf of the Offeror, or themselves, to gain any favoritism in the award of the contract herein.

**SWORN TO BEFORE ME THIS**

\_\_\_\_\_ DAY OF \_\_\_\_\_, 2022

\_\_\_\_\_  
Authorized Signature of Offeror

**NOTARY PUBLIC FOR THE**

**STATE OF:** \_\_\_\_\_

**My Commission Expires:** \_\_\_\_\_

**Printed Name of Notary:** \_\_\_\_\_

**Signature of Notary:** \_\_\_\_\_

(Note: Affix Notary Seal Below)



## RESIDENCE CERTIFICATION FOR LOCAL PREFERENCE

### MANDATORY VENDOR SUBMITTAL FORM

WHEREAS, Georgetown County Council desires to further its support of local businesses when awarding contracts for the provision of supplies and construction services to the County through its established procurement procedures.

THEREFOR pursuant to Georgetown County, SC Ordinance #20-32, §2-50 Local Preference, the Georgetown County Purchasing Officer requests each offeror provide Residence Certification. The Local Preference Option provides some restrictions on the awarding of governmental contracts; provisions of which are stated below:

#### **Sec 2-50. Local Preference**

1. A vendor shall be deemed a Local Georgetown County vendor for the purposes of this Section if such vendor is an individual, partnership, association or corporation that is authorized to transact business within the State, maintains an office in Georgetown County, and maintains a representative inventory or commodities within the County on which the bid is submitted, and has paid all taxes duly assessed.
2. This option allows the lowest local Bidder whose bid is within five-percent (5%) of the lowest non-local Bidder to match the bid submitted by the non-local Bidder and thereby be awarded the contract. This preference shall apply only when (a) the total dollar purchase is greater than \$30,000; (b) the vendor has a physical business address located and operating within the limits of Georgetown County and has been doing business in the County for a period of twelve (12) months or more; and (c) the vendor provides proof of payment of all applicable Georgetown County taxes and fees if so requested.
3. Should the lowest responsible and responsive Georgetown County bidder not exercise its right to match the bid as granted herein, the next lowest qualified Georgetown County bidder shall have that right and so on. The right to exercise the right to match the bid shall be exercised within 24 hours of notification of the right to match the non-Georgetown County bidder's bid.
4. In order to qualify for the local preference authorized by this Section, the vendor seeking same shall be required to submit with its bid a statement containing relevant information which demonstrates compliance with the provisions of this Section. This statement shall be on a form provided by the County purchasing department and shall be signed under penalty of perjury. Failure to provide such affidavit at the time the bidder submits its bid shall constitute a waiver of any claim for preference.
5. For all contracts for architecture, professional engineering, or other professional services governed by Section 2-56, Architect-Engineer and Land Surveying Services – Public Announcement and Selection Process, the county shall include the local business status of a firm among the factors considered when selecting which firms are “most highly qualified.”

In determining which firm is the “most qualified” for purposes of negotiating a satisfactory contract, preference shall be given to a local business where all other relevant factors are equal.

6. Local preference shall not apply to the following categories of contracts:

- (a) Goods or services provided under a cooperative purchasing agreement or similar “piggyback” contract;
- (b) Contracts for professional services except as provided for in section five (§5) above;
- (c) Purchases or contracts which are funded, in whole or in part, by a governmental or other funding entity, where the terms and conditions of receipt of the funds prohibit the preference;
- (d) Purchases or contracts made pursuant to a noncompetitive award process, unless otherwise provided by this section; or
- (e) Any bid announcement which specifically provides that the general local preference policies set forth in this section are suspended due to the unique nature of the goods or services sought, the existence of an emergency as found by either the county council or county administrator, or where such suspension is, in the opinion of the county attorney, required by law.

I certify that [Company Name] \_\_\_\_\_ is a **Resident Bidder** of Georgetown County as defined in Ordinance #20-32, (see §1. above) and our local place of business within Georgetown County is: \_\_\_\_\_

I certify that [Company Name] \_\_\_\_\_ is a **Non-Resident Bidder** of Georgetown County as defined in Ordinance #20-32, and our principal place of business is \_\_\_\_\_ [City and State].

(X) \_\_\_\_\_  
**Signature of Company Officer**



**MANDATORY BID SUBMITTAL FORM**  
**Bid #22-029**  
**Georgetown County Detention Center Food Services**

The undersigned, on behalf of the vendor, certifies that: (1) this bid is made without previous understanding, agreement or connection with any person, firm or corporation making a bid on the same project; (2) is in all respects fair and without collusion or fraud;(3) the person whose signature appears below is legally empowered to bind the firm in whose name the bid is entered (4) they have read the complete Request for Bid and understand and accept all provisions: (5) if accepted by the County, this bid is guaranteed as written and amended and will be implemented as stated; and (6) mistakes in writing of the submitted bid will be their responsibility.

1. Name of Company submitting proposal

\_\_\_\_\_

2. **Price per Meal**, sliding scale based on population:

101-125 \_\_\_\_\_

126-150 \_\_\_\_\_

151-175 \_\_\_\_\_

176-200 \_\_\_\_\_

201-225 \_\_\_\_\_

226-250 \_\_\_\_\_

251-275 \_\_\_\_\_

276-300 \_\_\_\_\_

Up-charge for Trustee Double Portion meals: \_\_\_\_\_

3. **Cost of Staff and Guest Meals:**

Breakfast: \_\_\_\_\_

Lunch: \_\_\_\_\_

Dinner: \_\_\_\_\_

4. Bid cost must remain valid ninety (90) days from bid opening date

5. Contact Address: \_\_\_\_\_  
\_\_\_\_\_

6. Contact Person: \_\_\_\_\_

7. Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

8. E-Mail address: \_\_\_\_\_

9. Remittance Address: \_\_\_\_\_

\_\_\_\_\_

10. Accounting Contact: \_\_\_\_\_

11. Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

12. E-Mail address: \_\_\_\_\_

13. List a minimum of three (3) Customer References for similar size and scope of services.

**Note:** Georgetown County cannot be counted as a reference.

Entity Name:	
Contact:	
Title:	
Street:	
City, State & Zip:	
Primary Telephone:	
Primary Fax:	
E-Mail Address:	
Brief Explanation of Relationship:	

Entity Name:	
Contact:	
Title:	
Street:	
City, State & Zip:	
Primary Telephone:	
Primary Fax:	

E-Mail Address:	
Brief Explanation of Relationship:	

Entity Name:	
Contact:	
Title:	
Street:	
City, State & Zip:	
Primary Telephone:	
Primary Fax:	
E-Mail Address:	
Brief Explanation of Relationship:	

**14. Suspension and Debarment**

Federal guidelines require grant recipients to obtain sufficient assurance that vendors are not suspended or debarred from participating in federal programs when contracts exceed \$25,000. By signing below you verify that no party to this agreement is excluded from receiving Federal contracts, certain subcontracts, and certain Federal financial and nonfinancial assistance and benefits, pursuant to the provisions of 31 U.S.C. 6101, note, E.O. 12549, E.O. 12689, 48 CFR 9.404, and each agency's codification of the Common Rule for Non-procurement suspension and debarment. [See <https://www.epls.gov/> for additional information.]

15. If the bid is accepted, any resulting Contract, Insurance, W-9 Form, and Bonds must be executed within fifteen (15) days after receipt of written notice of formal award of Contract.

16. Will you honor the submitted prices and terms for purchase by other departments within Georgetown County and/or by other government entities who participate in cooperative purchasing with Georgetown County, South Carolina?

**Yes**       **No**

17. Acceptance of Invitation for Bid Content: The contents of the successful IFB/IFB are included as if fully reproduced herein. Therefore, the selected contractor must be prepared to be bound by his/her proposal as submitted.

**18. RENEWAL OF CONTRACT**

The continuation of the terms, conditions, and provisions of any resulting contract beyond the fiscal year is subject to approval and ratification by Georgetown County and appropriation of the necessary money to fund said contract for each succeeding year.

**19. CERTIFICATION REGARDING DRUG-FREE WORKPLACE:**

The undersigned certifies that the vendor listed below will provide a “drug-free workplace” as that term is defined in Section 44-107-30 of the Code of Laws of South Carolina, 1976, as amended, by the complying with the requirements set forth in title 44, Chapter 107.

**Yes**       **No**

20. Any attempt by the vendor to influence the opinion of County Staff or County Council by discussion, promotion, advertising, misrepresentation of the submittal or purchasing process or any procedure to promote their offer will constitute a violation of the vendor submittal conditions and will cause the vendor’s submittal to be declared null and void.

21. The lowest or any proposal will not necessarily be accepted and the County reserves the right to award any portion thereof. I/We, the undersigned, hereby confirm that all the above noted documents for Bid/Request for Proposal No. 22-029 were received.

**22. MINORITY PARTICIPATION[INFORMATION ONLY]**

(a) Is the bidder a South Carolina Certified Minority Business?

**Yes**       **No**

(b) Is the bidder a Minority Business certified by another governmental entity?

**Yes**       **No**

If so, please list the certifying governmental entity: \_\_\_\_\_

(c) Will any of the work under this contract be performed by a SC certified Minority Business as a subcontractor?

**Yes**       **No**

If so, what percentage of the total value of the contract will be performed by a SC certified Minority Business as a subcontractor? \_\_\_\_\_%

(d) Will any of the work under this contract be performed by a minority business certified by another governmental entity as a subcontractor?

**Yes**       **No**

If so, what percentage of the total value of the contract will be performed by a minority business certified by another governmental entity as a subcontractor?  
\_\_\_\_\_%

(e) If a certified Minority Business is participating in this contract, please indicate all categories for which the Business is certified:

Traditional minority

Traditional minority, but female



- Women (Caucasian females)
- Hispanic minorities
- DOT referral (Traditional minority)
- DOT referral (Caucasian female)
- Temporary certification
- SBA 8 (a) certification referral
- Other minorities (Native American, Asian, etc.) \_\_\_\_\_

(If more than one minority contractor will be utilized in the performance of this contract, please provide the information above for each minority business.)

23. ILLEGAL IMMIGRATION: Non-Construction (NOV. 2008): (An overview is available at [www.procurement.sc.gov](http://www.procurement.sc.gov)) By signing your offer, you certify that you will comply with the applicable requirements of Title 8, Chapter 14 of the South Carolina Code of Laws and agree to provide to the State upon request any documentation required to establish either: (a) that Title 8, Chapter 14 is inapplicable to you and your subcontractors or sub-subcontractors; or (b) that you and your subcontractors or sub-subcontractors are in compliance with Title 8, Chapter 14. Pursuant to Section 8-14-60, "A person who knowingly makes or files any false, fictitious, or fraudulent document, statement, or report pursuant to this chapter is guilty of a felony, and, upon conviction, must be fined within the discretion of the court or imprisoned for not more than five years, or both." You agree to include in any contracts with your subcontractors language requiring your subcontractors to (a) comply with the applicable requirements of Title 8, Chapter 14, and (b) include in their contracts with the sub-subcontractors language requiring the sub-subcontractors to comply with the applicable requirements of Title 8, Chapter 14. [07-7B097-1]

24.

**INFORMATION ONLY:**

- Our company accepts VISA government procurement cards.  
If yes, list any upcharge for P-Card Payment? \_
- Our company does not accept VISA government procurement cards.

25. Printed Name of person binding bid \_\_\_\_\_

26. Signature (X) \_\_\_\_\_

27. Date: \_\_\_\_\_



**Bid #22-029 , Georgetown County Detention Center Food Services**

# **EXCEPTIONS PAGE**

## **MANDATORY BID SUBMISSION FORM**

List any areas where you cannot or will not comply with the specifications or terms contained within the bid documentation. If none, write "NONE".