

**CALHOUN COUNTY
REQUEST FOR PROPOSAL
CALHOUN COUNTY ADMINISTRATOR'S OFFICE
PURCHASING DIVISION
(269) 781-0981**

ISSUE DATE: ***THURSDAY, MAY 5, 2011***

DUE DATE: ***THURSDAY, JUNE 2, 2011 @ 3:00pm (Local time)***

PROJECT: ***FOOD SERVICE MANAGEMENT; RFP#103-11***

This Request for Proposal with all pages, documents, and attachments contained herein or subsequently added or made a part hereof, submitted as a fully and properly executed proposal, shall constitute a contract between the County of Calhoun and the successful and most responsible bidder, as determined by the County when approved and accepted by the County of Calhoun.

PART I - INSTRUCTIONS, TERMS, & CONDITIONS

1.1 **PROPOSAL SUBMISSION:**

Proposals must be submitted in complete original form by mail or by messenger in a sealed envelope/package to the following address:

**CALHOUN COUNTY BUILDING
ADMINISTRATOR'S OFFICE, PURCHASING DIVISION
315 WEST GREEN STREET
MARSHALL, MI 49068**

All proposals received shall be notated as such on the outside of the envelope:

PROPOSAL: ***FOOD SERVICE MANAGEMENT; RFP#103-11***

DUE DATE: ***THURSDAY, JUNE 2, 2011 @ 3:00pm (Local time)***

1.2 FAIR EMPLOYMENT PRACTICES / AFFIRMATIVE ACTION

Any vendor engaged in this contract shall comply with the Civil Rights Act of 1964, P.L. 88-352, 78 Stat. 241, as amended, the Equal Opportunity Employment Act of 1972, P.L. 96-261, 86 Stat. 103, as amended, and the Federal Rehabilitation Act of 1973, PL 93-112, Section 504, 87 Stat 394, as amended.

Any vendor engaged in this contract shall not violate the provisions of the Michigan Handicappers' Act, P.A. 1976, No. 220, being sections 37.1101 et seq. of the Michigan Compiled Laws or the Elliott-Larsen Civil Rights Act, P.A. 1976, No. 453, being sections 37.2101 et seq. of the Michigan Compiled Laws, and specifically agrees not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight, or marital status, or because of a handicap that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of this covenant shall be regarded as a material breach of the contract.

1.3 LEGAL STATUS OF BIDDER

The bidder shall indicate the legal status of the business firm by filling in the appropriate section below and by striking out the two non-applicable sections.

1.3.1 An INDIVIDUAL whose signature is affixed to this contract doing business under the name of:

_____ REGISTRATION NUMBER: _____

1.3.2 A PARTNERSHIP doing business under the firm name of:

All of the members of which are as follows:

NAME _____ ADDRESS _____

1.3.3 A CORPORATION duly organized and doing business under the laws of the State of _____
REGISTRATION NUMBER: _____

1.4 INSTRUCTIONS FOR EXECUTING CONTRACT

- 1.4.1 If the bidder is an INDIVIDUAL, the trade name, if applicable, shall be indicated in the contract signed by such individual. If signed by any one other than the bidder, there shall be attached to the contract a duly authenticated Power-of- Attorney, evidencing the signer's authority to execute such a contract for and in behalf of the individual.
- 1.4.2 If the bidder is operating as a PARTNERSHIP, each partner shall sign the contract. If the contract is not signed by each partner, there shall be attached to the contract a duly authenticated Power-of-Attorney evidencing the signer's or signers' authority to sign such contract for and in behalf of the partnership.
- 1.4.3 If the bidder is a CORPORATION the Certificate of Authorization for Contract Execution (attached) shall be completed in full.

1.5 INDEMNITY CLAUSE

The bidder will indemnify, save harmless and exempt the County, it's officers, agents, servants, and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorney fees incident to any work done in the performance of the contract. The bidder will not be liable for any claims, demands, damages, costs, expenses or attorney fees arising out of an act or omission on the part of the County, it's officers, agents, servants, and employees.

1.6 RIGHTS AND REMEDIES

No provision in this document or in the Contractor's proposal shall be construed, expressly or by implication as a waiver by either party of any existing or future right and/or remedy available by law in the event of any claim or default or breach of contract. The failure of either party to insist upon the strict performance of any term or condition of the contract or to exercise or delay the exercise of any right or remedy provided in the contract, or by law, or the acceptance of materials or services, obligations imposed by this contract or by law, and shall not be deemed a waiver of any right of either party to insist upon the strict performance of the contract.

1.7 WARRANTIES

Contractor warrants that all material or service delivered under this contract shall conform to the specifications of this contract. Mere receipt of shipment of the material or service specified and any inspection incidental thereto by the County, shall not alter or affect the obligations of the Contractor or the rights of the County under the foregoing warranties. Additional warranty requirements may be set forth in this document.

1.8 INSURANCE REQUIREMENTS

The successful contractor shall not commence work under this contract until he/her has obtained the insurance required under this paragraph. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan. All coverages shall be with insurance carriers acceptable to Calhoun County.

- 1.8.1 **Workers' Compensation Insurance:** The Contractor shall procure and maintain during the life of this contract, Workers' Compensation Insurance, including Employers' Liability Coverage, in accordance with all applicable statutes of the State of Michigan.
- 1.8.2 **Commercial General Liability Insurance:** The Contractor shall procure and maintain during the life of this contract, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$ 500,000 per occurrence and/or aggregate combined single limit, Personal Injury, Bodily Injury, and Property Damage. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent; (E) Deletion of all Explosion, Collapse, and Underground (XCU) Exclusions, if applicable.
- 1.8.3 **Motor Vehicle Liability:** The Contractor shall procure and maintain during the life of this contract Motor Vehicle Liability Insurance, including Michigan No-Fault Coverages, with limits of liability not less than \$ 500,000 per occurrence combined single limit, Bodily Injury, and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.
- 1.8.4 **Additional Insured:** Commercial General Liability and Motor Vehicle Liability Insurance, as described above, shall include and endorsement stating that the following shall be ***Additional Insureds:*** The Calhoun County, all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and board members, including employees and volunteers thereof.
- 1.8.5 **Cancellation Notice:** Workers' Compensation Insurance, Commercial General Liability Insurance, and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following: "It is understood and agreed that Thirty (30) days Advance Written Notice of Cancellation, Non-Renewal, Reduction, and/or Material Change shall be sent to: (Bradley Wilcox, Calhoun County, 315 West Green Street, Marshall, MI 49068).

1.8.6 If any of the above coverages expire during the term of this contract, the Contractor shall deliver renewal certificates and/or policies to Calhoun County at least ten (10) days prior to the expiration date. Include current certificates of insurances with your proposal. The successful contractor may be required to have the County added as an additional insured to their insurance policy.

1.9 TAXES

Except as may be otherwise provided in the RFP, the County is exempt from Federal Excise and State Sales Tax, and such taxes shall not be included in the bid process. Federal Exemption Certificates will be furnished if so requested.

1.10 EMPLOYMENT OF LOCAL LABOR

The County of Calhoun is committed to the use of local labor and will use this commitment as a factor in awarding this contract. The County of Calhoun requires, in writing and prior to the award of this contract, a written statement from the bidder regarding the vendor's plan to hire/or retain local labor residing in the County of Calhoun. This statement should be included with the vendor's original proposal documents.

1.11 GRATUITIES

The County may, by written notice to the Contractor, cancel this contract if it is found that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the contractor or any agent or representative of the Contractor, to any officer or employee of the County amending, or making any determinations with respect to the performing of such contract.

1.12 INDEPENDENT SERVICE COST DETERMINATION BY CONTRACTOR

By submission of a proposal, the prospective contractor certifies that in connection with the proposal:

- 1.12.1 The proposed service cost was determined independently, without consultation, communication, or agreement for the purpose of restricting competition.
- 1.12.2 The service cost quoted in the proposal has not nor will be knowingly disclosed by the prospective contractor to anyone prior to the contract award.
- 1.12.3 No attempt has been made or will be made to induce other individuals or firms to submit or not submit a proposal.
- 1.12.4 Each person signing the proposal certifies that he/she is authorized to bind the contractor to its provisions.

1.13 DISCLOSURE

All information in proposals received is subject to disclosure under the provisions of Public Act No. 446 of 1976 known as the "Freedom of Information Act". This Act also provides for the complete disclosure of contracts and attachments thereto.

If a person believes that any portion of a proposal, bid, offer, specification, protest or correspondence contains information that should be withheld, then the Purchasing Department should be so advised in writing (price is not confidential and will not be withheld). The County shall review all requests for confidentiality and provide a written determination. If the confidential request is denied, such information shall be disclosed as public information.

1.14 CONTRACT NEGOTIATIONS

At the completion of the evaluation process, the County may enter into discussions with the offeror finalist(s) determined to be reasonably susceptible to being selected for award, to identify any needed revisions to the original proposal. Best and final offers may be requested of each of the finalists, or after careful consideration, the offeror that gives the most advantageous proposal may be recommended for award. In the event only one proposal is received, the County may require that the offeror submit a cost proposal in sufficient detail for the County to perform a cost/price analysis to determine if the contract price is fair and reasonable. Award shall be made by the Purchasing Department to the offeror whose proposal is most advantageous to the County.

1.15 CONTRACT

The contract shall be based upon the Request for Proposal issued by the County and the offer submitted by the Contractor in response to the Request for Proposal. The offer shall substantially conform to the terms, conditions, specifications and other requirements set forth within the text of the Request for Proposal. The County reserves the right to clarify any contractual terms with the concurrence of the Contractor; however, any substantial non-conformity in the offer, as determined by the County, shall be deemed non-responsive and the offer rejected. The contract shall contain the entire agreement between the County and the Contractor relating to this requirement and shall prevail over any and all previous agreements, contracts, proposals, negotiations, purchase orders, or master agreements in any form.

1.16 AWARD OF CONTRACTS

UPON NOTICE OF INTENT TO AWARD: The apparent successful offeror shall sign and file with the County, within ten (10) days after receiving a fully executed Offer and Acceptance form, all documents necessary to the successful execution of the contract.

- 1.16.1 The contract will be awarded to the most responsible bidder whose proposal conforming to this solicitation will be most advantageous to the County; price and other factors considered.
- 1.16.2 The County reserves the right to accept or reject any or all proposals and to waive informalities and irregularities in proposals or bidding procedures, and to accept any proposal determined by the County to be in the best interests of the County, even though not the lowest proposal.
- 1.16.3 The County reserves the right to postpone the proposal opening for its own convenience.
- 1.16.4 The County reserves the right to reissue the request for proposal.
- 1.16.5 NON-EXCLUSIVE CONTRACT: Any contract resulting from this solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of Calhoun County. The County reserves the right to obtain like goods or services from another source when necessary.

1.17 PRIME CONTRACTOR RESPONSIBILITIES - SUBCONTRACTING

The selected contractor will be required to assume responsibility for all services offered in the proposal whether or not parts of the contract are subcontracted. Further, the County will consider the selected contractor to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract. If any part of the work is to be subcontracted, the prime contractor must provide complete description of work subcontracted and descriptive information about subcontractors' organization and capabilities. The contractor is totally responsible for adherence by the subcontractor to all provisions of the contract.

1.18 INDEPENDENT CONTRACTOR

It is clearly understood that each party shall act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other party for any purpose whatsoever. Contractor shall not be entitled to compensation in the form of salaries, or to paid vacation or sick days by the County, and that such days do not accumulate for the use of same at a later date.

The County will not provide any insurance coverage to Contractor, including Workmen's Compensation coverage. The Contractor is advised that taxes or social security payments shall not be withheld from a County payment issued hereunder and that Contractor should make arrangements to directly pay such expenses, if any.

1.19 NON-ASSIGNMENT

The contractor may not assign, subcontract, or otherwise transfer this agreement without the express prior written approval of the Calhoun County Purchasing Department.

1.20 SUBCONTRACTS

No subcontract shall be entered into by the Contractor with any other party to furnish any of the material/service specified herein without the advance written approval of the County. All subcontracts shall comply with Federal and State laws and regulations which are applicable to the services covered by the subcontract and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract, as if the subcontractor were the Contractor referred to herein. The Contractor is responsible for contract performance whether or not subcontractors are used. The County shall not unreasonably withhold approval and shall notify the Contractor of the County's position within 15 days of receipt of written notice by the Contractor.

1.21 ASSIGNMENT - DELEGATION

No right or interest in this contract shall be assigned by the contractor without prior written permission of the County, and no delegation of any duty of Contractor shall be made without prior written permission of the County. The County shall not unreasonably withhold approval and shall notify the contractor of the County's position within 15 days of receipt of written notice by the Contractor.

1.22 CONTRACT PAYMENT

Payment for the proper performance of services under a contract entered into as a result of this RFP shall be commensurate with the scheduled progress of the work and shall be made upon receipt of a detailed invoice for payment. A separate invoice shall be issued for each shipment of material or service performed, and no payment shall be issued prior to receipt of material or service and correct invoice.

1.23 LENGTH OF CONTRACT

The term of the contract is for **five (5) years**. This contract may be extended for **two (2) additional terms of one (1) year** each. The option to extend shall be exercised by and at the discretion of the County. In no event shall the term of this contract, including extensions, exceed **seven (7) years**. The County reserves the right to delay the commencement of this contract for the purposes of allowing the County and/or the Contractor sufficient time to make the proper preparations and acclimation in anticipation of providing the services as referenced herein.

1.24 CANCELLATION

CANCELLATION OF CONTRACT by the County may be for; a) default by the contractor or b) lack of further need for the service or commodity at the location named in the contract. Default is defined as the failure of the contractor to fulfill the obligations of their quotation or contract. In case of default by the contractor, the County may cancel the contract immediately and procure the articles or services from other sources and hold the contractor responsible for any excess costs occasioned thereby. In the event the County no longer needs the service or commodity specified in the contract due to relocation of offices, or lack of funding, the County may cancel the contract by giving the contractor written notice of such cancellation 30 days prior to the date of cancellation without penalty or fine.

1.25 EXCEPTIONS TO CONTRACT TERMS AND SPECIFICATIONS

The offeror shall clearly identify any proposed deviations from the contract terms or specifications in the Request for Proposal. Each exception must be clearly defined and referenced to the proper paragraph in this RFP. The exception shall include, at a minimum, the offeror's proposed substitute language and opinion as to why the suggested substitution will provide equivalent or better service and performance. If no exceptions are noted in the offeror's proposal, the County will assume complete conformance with this specification and the successful offeror will be required to perform accordingly.

PART II - GENERAL PROVISIONS

2.1 SUBMISSION OF PROPOSALS

One original and **Five (5)** copies of each proposal should be submitted on the forms and in the format specified in the RFP. The original copy of the proposal should be clearly labeled “Original” and shall be unbound and single-sided. The County reserves the right to assess a copy charge to any vendor who does not submit the requested number of proposal copies, as well as additions to the proposal such as pamphlets, brochures, catalogs, etc. The material should be in sequence and related to the RFP. The County will not provide any reimbursement for the cost of developing or presenting proposals in response to this RFP. Failure to include the requested information may have a negative impact on the evaluation of the offeror’s proposal. Fancy bindings, colored displays, promotional material, etc., will not receive evaluation credit. Emphasis should be on completeness and clarity of content.

To be considered, bidders must submit a complete response to this RFP. No other distribution of RFP is to be made by this bidder. The proposal must be signed in ink by an official authorized to bind the contractor to its provisions. Proposals must remain valid for at least ninety (90) days from the opening date.

2.2 PREPARATION OF PROPOSALS

2.2.1 The proposal shall be legibly prepared in either ink or by typewriter.

2.2.2 Should the bidder find it necessary to alter the Proposal/Contract, such alterations shall be crossed out with ink, and the correction entered. All alterations and/or corrections must also be initialed in ink and dated by the bidder.

2.2.3 The proposal shall be legally signed and the complete address of the bidder provided thereon.

2.3 ACCEPTANCE OF RFP CONTENT

It is the responsibility of all offerors to examine the entire Request for Proposal package and seek clarification of any requirement that may not be clear and to check all responses for accuracy before submitting a proposal. Negligence in preparing a proposal confers no right of withdrawal after due time and date. The contents of this RFP and the bidder's proposal will become contractual obligations, if a contract ensues. Failure of the successful bidder to accept these obligations may result in cancellation of the award.

2.4 INQUIRIES

Any significant explanation desired by a bidder, regarding the meaning or interpretation of the Request for Proposal (RFP) and attachments, must be requested in writing and with sufficient time allowed for a reply to reach all prospective bidders before the submission of their proposal. Any information given to a prospective bidder concerning the RFP will be furnished to all prospective bidders as an amendment or an addendum to the RFP if such information would be of significance to uninformed bidders. The County shall make the sole determination as to the significance of the information. Oral explanation or instructions given before the award of the contract shall not be binding.

Questions that arise as a result of this RFP must be submitted in writing to the issuing office via FAX or Email by **TUESDAY, MAY 17, 2011**. All questions and answers will be transmitted via FAX or Email to all potential bidders by **FRIDAY, MAY 20, 2011**. Any correspondence related to a solicitation should refer to the appropriate Request for Proposal number, page and paragraph number. Questions must be addressed to:

Calhoun County Administration Office
Purchasing Division
315 West Green Street
Marshall, Michigan 49068
CONTACT: Bradley J. Wilcox
FAX: (269) 781-0140
E-MAIL: bwilcox@calhouncountymi.gov

2.5 SITE INSPECTION

All potential bidders are requested to tour the jail kitchen facilities to familiarize themselves with the facility layout, kitchen equipment and supplies prior to submitting a proposal. Site tours are not mandatory but highly recommended. Submission of a proposal will be deemed conclusive evidence that such an inspection was made or that such a review was waived and submission of a proposal shall constitute a waiver by each bidder or all claims of error in the proposal, withdrawal of proposal, or payment of extras or a combination thereof or any revision thereof. Site inspections can be arranged by contacting the following;

Captain Lee Zick, Corrections
Calhoun County Office of the Sheriff
161 E. Michigan Ave.
Battle Creek, MI 49014
(269) 969-6311 - Office
lzick@calhouncountymi.gov

2.6 RESPONSIVE PROPOSAL

All pages and documents and the information requested herein, must be furnished completely in compliance with the instructions. The manner of submission is essential to permit prompt evaluation of all proposals on a fair and uniform basis. The County reserves the right to accept or reject any or all proposals and to waive informalities and irregularities in proposals or bidding procedures, and to accept any proposal determined by the County to be in the best interests of the County, even though not the lowest proposal. **Proposals shall remain vital for ninety (90) days from opening.**

2.7 LATE PROPOSALS

Any proposals received at the office herein designated after the exact time specified for receipt will not be considered.

2.8 ALTERNATE PROPOSALS

Bidders are cautioned that any alternate proposal, unless specifically requested; or, any changes, insertions, or omissions to the terms and conditions, specifications, or any other requirements for the RFP, may be considered non-responsive and at the option of the County, result in the rejection of the proposal. The bidder shall clearly identify any proposed deviations from the contract terms or specifications in the Request for Proposal. Each exception must be clearly defined and referenced to the proper paragraph in this RFP. The exception shall include, at a minimum, the bidder's proposed substitute language and opinion as to why the suggested substitution will provide equivalent or better service and performance. If no changes are noted County will assume vendor is in agreement.

2.9 WITHDRAWAL OF PROPOSAL

Proposals may be withdrawn prior to the exact time set for receipt of proposals in person by a bidder or the bidder's authorized representative, provided the representative's identity is made known and the representative signs a receipt for the proposal documents.

PART III - TECHNICAL SPECIFICATIONS

3.1 INTRODUCTION TO SCOPE OF WORK

- 3.1.1 Contractor will supply labor, food products, materials, and supplies necessary to provide food services for the inmates and staff of the Calhoun County Correctional Facility. Food services will be required seven (7) days a week, three times per day, during the hours specified in these Specifications.

For offerors who have the ability to provide both Commissary and Food Management Services, the County will consider an alternate proposal which combines the specifications of both services. (See page 33 for the alternate proposal pricing sheet.) If accepted the County would award both the Food Management Service and Commissary to the successful respondent.

- 3.1.2 Contractor will be required to maintain food and food services which will meet all applicable federal, state, and local guidelines, laws and regulations and will comply with all applicable requirements of the Michigan Department of Corrections.

- 3.1.3 The County Correctional Center is a direct supervision correctional facility with an average population of 580 inmates. The objectives of this proposal are :

3.1.3.1 To deliver high quality food service that can be audited against established nutritional and health standards.

3.1.3.2 To operate the food service program using correction experienced and professionally trained personnel.

3.1.3.3 To operate the food service program in a cost effective manner with full reporting to the Correctional Center Administration and the Office of the Sheriff.

3.1.3.4 To implement a written food service plan with clear objectives, policies, procedures and a plan of evaluation for compliance.

3.1.3.5 To maintain an open collaborative relationship with the Administration and staff of the Calhoun County Office of the Sheriff, and other County Officials.

3.1.3.6 To maintain standards established by the Calhoun County Office of the Sheriff, Michigan Department of Corrections, and any other standard through which National Accreditation is obtained.

3.2 SCOPE OF WORK REQUIREMENTS

3.2.1 Contractor Responsibilities

3.2.1.1 Provide at least three inmate “hot meals” (the County would consider an alternate proposal for two “hot meals” and one “cold meal” per day) at regular meal times during each day with no more than 14 hours between the evening meal and breakfast. A meal schedule shall be mutually agreed upon between the Contractor and administrative personnel of the Office of the Sheriff.

3.2.1.2 Contractor will be responsible for the following costs of operation

3.2.1.2.1 Purchase, receive, store, prepare, produce, service and/or package all consumable supplies and food products required for food service operation. These supplies and food products shall remain the property of the contractor.

3.2.1.2.2 The County shall provide insulated trays, reusable plastic cups and disposable spoons at the beginning of the contract in sufficient quantities for all feeding operations. Proposals must include an inventory of additional supplies (as defined in this section 3.2.1.2.2) that will be required by the Contractor to commence food services. The contractor will be responsible for purchasing replacements and maintenance of all insulated trays, reusable plastic cups and disposable spoons for all feeding operations throughout the contract. At the end of any contract period, the contractor must turn over to the County, insulated trays, reusable plastic cups and disposable spoons in sufficient quantities for the continuation of all feeding operations.

3.2.1.2.3 Labor - personnel hired by the vendor will be on the vendor's payroll and vendor will pay all wages, fringe benefits, and payroll taxes.

3.2.1.2.4 All insurance, permits, fees, licenses, etc. necessary for vendor to legally perform and carry out its services and do business in the State of Michigan and Calhoun County.

3.2.1.2.5 Non-durable kitchen supplies, uniforms, etc. incidental and necessary to its food service operation.

3.2.1.3 Provide all cleaning and maintenance supplies required for the operation of the food service program and necessary to maintain standards of cleanliness and sanitation of foods facilities required by federal, state or local regulations.

- 3.2.1.4 Be responsible for routine cleaning and housekeeping of food service preparation, service, and storage area and, on a continuing basis, maintain standards of sanitation required by state or local regulations. The County will be responsible for removal of trash and garbage.
- 3.2.1.5 Provide a full-time (average 40 hr /week) kitchen manager to direct operations and assign a minimum of one (1) employee per shift to oversee and supervise all aspects of the food service operation. Inmates will be provided as required, subject to the approval of the Office of the Sheriff.
- 3.2.1.6 Agree that its employees assigned to duty at the Correctional Center shall submit to a pre-employment health examination and periodic physical exams at least as frequently and as stringently as required by law and submit satisfactory evidence of compliance with all health regulations to the County, upon request.
- 3.2.1.7 Secure and pay all federal, state and local licenses, permits, and fees required for the operation of the food services.
- 3.2.1.8 Submit to the County on the first day of each month, covering the preceding month, an invoice for meals ordered or served, whichever is greater. The proposed price per meal to be charged to the County shall be described in the proposal.
- 3.2.1.9 At the expiration of this contract, contractor shall return to the County and the food services premises, all equipment furnished by the County in the condition in which received except for ordinary wear and tear. The County will pay for needed repairs caused by normal wear and tear. Damage to the equipment as a result of abuse or neglect by the contractor, contractor employees, or employees directly supervised by the contractor, shall be the responsibility of the contractor. All damages or loss shall be reported by the contractor to the County.
- 3.2.1.10 Access and Records - the contractor shall keep full and accurate records of sales and meal counts in connection with the food services. A copy of said records shall be supplied to the Office of the Sheriff or designee on a monthly basis on the first working day of the subsequent month. In addition, all such records shall be available for auditing by the County at any time during regular working hours.
- 3.2.1.11 Facility inspections shall be made by the County when deemed necessary, with or without advance notice to the contractor. 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 prior approval of the Office of the Sheriff.

- 3.2.1.12 Inspections of kitchen facilities by Federal, County and State health agencies must achieve satisfactory ratings.
- 3.2.1.13 Vendor will warrant that all meals will be served at appropriate temperatures and in a manner that makes them palatable (140 degrees F. if hot, 45 degrees F. if cold) and visibly pleasing complete with condiments (dressing, sugar, salt, pepper, catsup, or mustard) where indicated.
- 3.2.1.14 Vendor will establish contingency plans to provide meals in the face of events such as power failure, fire, floods, or other acts of nature which would cripple the normal operation including labor walkouts.
- 3.2.1.15 During the first year of the contract the contracting company's regional management will meet monthly for business reviews with the Office of the Sheriff Command staff. After the first year of the contract, business reviews will be conducted quarterly.

3.2.2 County Responsibilities

- 3.2.2.1 Provide, install, maintain, repair, replace if necessary and permit the vendor to use all equipment, food service or other, currently in place within the facility described.
- 3.2.2.2 Maintain and repair in a timely manner the building structure in areas assigned to the vendor, including necessary painting, maintenance of water, steam, refrigeration, sewer, and electrical lines, fire suppression system, and ventilation.
- 3.2.2.3 Provide all utilities necessary for the operation and performance of the specifications outlined herein. The County shall provide telephone service for local and business related calls. Should the contractor desire local service for personal use and other non-business related calls or long distance calls or data connections, whether business or personal, a separate telephone which is not connected to the County system can be installed at the contractor's expense.
- 3.2.2.4 Provide adequate security for all food service areas at all times.
- 3.2.2.5 Provide pest control for all areas assigned to the vendor.

- 3.2.2.6 Provide internet access and a computer which can access Correctional Center Management software.
 - 3.2.2.7 Provide laundry services for all aprons, towels, dishcloths, etc. used in the food service operations. This does not include vendor supplied uniforms.
 - 3.2.2.8 Provide adequate trash removal facilities and services as deemed necessary to maintain the highest standards of sanitation.
 - 3.2.2.9 Provide adequate ingress and egress, including reasonable use of existing corridors, passageways, driveways, loading platforms, and storage space.
 - 3.2.2.10 County will provide adequate levels of inmate labor at the times and locations necessary to assure efficient food service operations.
 - 3.2.2.11 County will maintain food service carts and drying and storage racks.
- 3.2.3 Food Service Employees
- 3.2.3.1 Vendor will provide a properly selected and trained staff with a sufficient number of employees to efficiently fulfill the requirements of this Request for Proposal. Include in your Work Plan the number and composition of your proposed staff.
 - 3.2.3.2 All employees of the vendor who will work at the Correctional Center must submit to a background investigation conducted by the Office of the Sheriff. All employees must comply with the Sheriff's written policy and procedures relating to facility security. The vendor agrees to terminate any employee that violates Office of the Sheriff policies concerning security in the Correctional Center or other areas of the Justice Center.
 - 3.2.3.3 All employees assigned to duty at the Correctional Center shall submit to a preemployment health examination. It is expected that employees will receive periodic health examinations at least as frequently and as stringently as required by law, and vendor agrees to submit satisfactory evidence of compliance with all health regulations to the County upon request.
 - 3.2.3.4 Employees hired by the vendor will be on the vendor's payroll and vendor will pay all wages, fringe benefits, and payroll taxes.
 - 3.2.3.5 The County agrees to provide inmate labor as required by the vendor, subject to the approval of the Office of the Sheriff. Said inmate labor may be used for the preparation of food, delivery of meals, and general sanitation and

cleaning. Inmates are not to be paid by Contractor nor become employees of the Contractor. The vendor agrees to train and supervise such inmate labor subject to the overall control of the County. The kitchen shall have at least one (1) contract employee on-site at all times between the hours of 3:30 a.m. and 7:00 p.m. Proposal should include a plan to train and supervise such personnel and should state the number of inmates required for its operation of this agreement.

3.2.3.6 Contractor shall be fully responsible for the training and supervision of all assigned inmates. Contractor may at its discretion assign or reject any or all inmates on any given shift, at any time. The Office of the Sheriff will require the Contractor to use the Sheriff's administrative procedures for the discipline of or removal of inmates from any kitchen.

3.2.3.7 The Office of the Sheriff shall be responsible for security and shall be entitled to remove any or all inmate(s) at any time from kitchen or food service assignment, if in his discretion the inmate(s) presence poses or creates a security risk. Contractor shall indemnify and hold harmless, the County, its officials, officers, employees and agents from and against all liability for loss, costs, damages, injuries and claims which may result from the Contractor's use of inmates in the food service operation at the Correctional Center when such liability is attributable to any act of negligence or omission by Contractor, its officers, employees, agents, consultants, sub-contractors, vendors, owners, or shareholders. The indemnities herein provided for are in addition to all other indemnities provided for in the terms and agreements of this RFP.

3.2.4 Food Service Requirements

3.2.4.1 Food Preparation Schedule- meals will be prepared three (3) times per day with preparations completed and food ready for distributions no later than the following times:

Breakfast	5:30 a.m. to 6:30 a.m.
Lunch	11:00 a.m. to 12:00 p.m.
Dinner	4:30 p.m. to 5:30 p.m.

3.2.4.2 Food Menus

3.2.4.2.1 The Contractor shall propose bids based on two separate menus for consideration by the County: adult menu and juvenile menu. The Contractor will base its bid and serve the menus written and submitted with its proposal. The

contractor is required to include in their proposal a twenty eight (28) day cycle menu, which shall be used for not less than the first six months of operation. The menu for consideration should be a minimum of 2800 calories per day and 3000 calories per day, both for adults, averaged per week, and eighty grams of protein daily, and meet American Correctional Association (ACA) standards. The nutritional values, variety, quality, and appearance of meals shall be consistent with the Recommended Dietary Allowances and ACA standards. Proposals shall be prepared based on the menus submitted with the contractor's proposal. Proposal should have basic nutritional information such as daily average calories and protein included with the menu. Contractor shall also submit a price and menu for juveniles housed in the Correctional Center.

3.2.4.2.2 Menu cycle will run no less than four (4) weeks , 28 days. Menus shall be planned in advance by the vendor and will follow the four week cycle pattern for the period planned. Menus for the period covered will provide sufficient variety and shall be designed with the inmate population in mind.

3.2.4.2.3 Proposed menus shall be submitted to the Office of the Sheriff for review and approval at least fifteen (15) days before the first effective day of the menu. Items which are disapproved by the Office of the Sheriff will not be served.

3.2.4.2.4 For information only - quantity of meals expected to be prepared on a typical day:

Inmates: 580 X 3 = 1740

Staff: 40-60

3.2.4.2.5 The inmate menu shall be certified in the proposal by a registered dietician with a signed nutritional compliance statement for the age and sex of the population as well as a signature on each page of the menu. In addition, the dietician shall certify the completed menu. Annually, the contractor's dietician shall review and certify the inmate menu. In addition, all menu revisions shall be certified and a certified copy by a registered dietician shall be sent to the Office of the Sheriff.

3.2.4.2.6 The menu shall be planned with Correctional Center tested products and recipes for inmate acceptability. A variety of food flavors, textures, temperatures, and appearances shall be used.

3.2.4.2.7 Any and all menu substitutions must be approved in advance, in writing, by the Office of the Sheriff. All written menu

portion sizes shall be identified as cooked weight or raw. Any change in portion size or additional items or substitutions, shall meet ACA Certification Standards for Food Service Programs and be subject to the approval of the Office of the Sheriff. Menus shall be available for a minimum of four (4) weeks in advance and kept on file a minimum of three (3) years, with records of meals actually served. Records of all special diets served, substitutions and diet orders, shall be retained at the site office permanently. Special medical, common fare, or religious diets may be ordered from time to time.

3.2.4.2.8 The Contractor will be required to serve the same meals, i.e. the same food items and beverage items to all inmates at any meal. With the exception of special medical or religious diets, serving more than one menu at any meal period to the general inmate population, will be considered a material breach of the contractual agreement.

3.2.4.3 Special Diets

3.2.4.3.1 Special diets shall be available upon medical authorization and approval of the Office of the Sheriff or consultation with the chaplain. The regular menu shall contain no pork entrees to reduce the need for religious diet or common fare modifications. Diets shall be planned by a dietician. Include a copy of the special diet procedures with proposal.

3.2.4.3.2 Contractor shall prepare special menus for meals to be served on the following holidays: Memorial Day, July 4, Labor Day, Thanksgiving, and Christmas, or as determined by the Sheriff's Office, but not less than five (5) times annually. Such menus shall be submitted in advance for approval. Contractor's price for these meals shall be the same price per meal as a general population cycle menu meal.

3.2.4.3.3 The Office of the Sheriff may require special meals for guests or for meetings. Contractor shall provide meal planning and food services for such events when requested. The cost for such services shall be negotiated prior to service and approved in writing by the Office of the Sheriff.

3.2.4.3.4 The Contractor shall provide juvenile meals for adolescent inmates requiring meals with nutrients and or calories as required by the RDA standards. Juvenile meals are to be priced separately as indicated in the request for pricing. Typically less than 6 juvenile inmates are housed in the Correctional Center. A sample juvenile meal menu should be included in the Proposal response.

3.2.4.3.5 The Contractor may provide for sale to the inmates/detainees special meals on a schedule to be determined by Correctional Center management and at an agreed fee. Proposals should include a sample menu, inmate/detainee cost, revenue sharing arrangement and the method to bill inmates/detainees.

The County will consider enhancements to the staff and inmate meals in lieu of revenue if the Contractor can adequately document expenses and revenues of the program.

3.2.4.4 Food Quality

3.2.4.4.1 All foods served shall be wholesome and free from spoilage and decay

3.2.4.4.2 All food items purchased by the vendor in connection with this contract shall meet and comply with all local, County, State, and Federal codes, regulations and laws.

3.2.4.4.3 Grade minimums for food items shall be as follows:
Seafood - U.S.D.A. Grade A or better
Poultry - U.S.D.A. Grade A or better
Vegetables (canned) - Extra Standard or better
Fruit (canned) - Extra Standard or better
Beef - U.S.D.A. Good or better
Eggs - U.S.D.A. Grade A medium
Fresh Fruits and Vegetables - U.S.D.A. Grade A
Dairy Products and Cheese - U.S.D.A. Grade A
Ground Beef - U.S.D.A. Utility or better, not exceed 25% fat.

3.2.4.5 Staff Meals

3.2.4.5.1 The Contractor shall, in addition to providing inmate food services, provide food services for staff and correctional officers. Proposal should include an enhanced menu for Correctional Center Officers and other Office of the Sheriff staff and approved guests. The Contractor will be required to establish independent agreements with other employee groups or County agencies concerning payment for food service.

3.2.4.5.2 As part of this proposal, the Contractor will provide a plan to prepare and store meals for late-shift employees. Contractor will be advised of the number of meals required for said late-shift employees.

3.2.4.5.3 Coffee and the appropriate condiments are to be served with all staff meals to Office of the Sheriff staff only.

3.2.4.5.4 The contractor may be required to provide cafeteria style food service to other (non-Sheriff) County staff. Proposals should include a plan to provide cafeteria dining; including a food service plan, sample menu, employee cost, Contractor/Sheriff revenue sharing arrangement and billing mechanism for these meals.

3.2.4.6 Security

3.2.4.6.1 In consideration of the security responsibility of the County and the Correctional Center facility, the Office of the Sheriff reserves the right to observe Contractor's operations and inspect the kitchen-related areas. Moreover, Contractor agrees to abide by any and all of the Sheriff's rules and regulations, procedures and General Orders, as well as any directives by the Office of the Sheriff regarding the Contractor's performance.

3.2.4.6.2 All employees shall be thoroughly screened by the Office of the Sheriff before commencing work at the Correctional Center, due to their contact with inmates, and other matters relating to security in the Correctional Center. The Office of the Sheriff shall have the sole right, at any time, to reject any such employee who, in their judgment poses a risk or potential risk to the security or operations of the Correctional Center. Persons not previously screened for admittance shall not be admitted to the Correctional Center without proper notification to the Contractor and authorization from the Office of the Sheriff. Any unusual occurrences shall be reported immediately by the Contractor's supervisors to the Office of the Sheriff.

3.2.4.6.3 The Contractor agrees to abide by the Office of the Sheriff's policy that individuals with outstanding felony or misdemeanor warrants will be denied access to the kitchen and will be reported to the local police. The Contractor shall immediately bring to the attention of the Office of the Sheriff any employees with outstanding felon or misdemeanor warrants. The Contractor and County agrees to provide for its employees, and cause its subcontractors to provide for their employees, a drug free workplace. The Office of the Sheriff shall possess the sole discretion to deny any person access to the kitchen or other areas of the Sheriff's Office.

3.2.4.6.4 The Office of the Sheriff shall have control of all perimeter keys, locks, and security. The Contractor shall have keys and access to those areas where food and supplies are stored and processed. It is expected the vendor will maintain security and monitor the keys that are assigned.

3.2.4.7 Contingency Planning

3.2.4.7.1 Contractor shall provide in its Proposal, a Contingency Plan for providing service in the event of lockdowns, strikes by Contractor's employees, tornadoes, riots, fire, power failure or other catastrophic events that may curtail or impact on the normal operation of the Correctional Center. Contingency Plans shall include the Contractor's plans for providing uninterrupted food services including, but not limited to, designation of off-site locations for food preparation where necessary; alternative staffing plans; and any other proposals to demonstrate Contractors 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 Agreement and submitted to the Office of the Sheriff for approval.

3.2.4.7.2 The Contractor will be required to have on site, not less than five (5) days of three (3) complete meals, in case of emergency.

3.2.5 Uniforms and Laundry

3.2.5.1 Employee uniforms shall not be similar in color, i.e. red, white or orange to that of inmate uniforms. All uniform costs for employees shall be borne by the Contractor. The Office of the Sheriff reserves the right to approve or reject the color of uniforms proposed for personnel.

3.2.5.2 Inmate uniforms will be provided by the Office of the Sheriff. New employees are required to wear smocks until fitted with uniforms. All Contractor employees are required to wear an approved uniform when in the Correctional Center. Contractor's management staff will be permitted to wear business attire.

3.2.6 Maintenance of Facilities and Equipment

3.2.6.1 The County will furnish repairs to the Correctional Center's structure, including roof, ceilings, walls, floors, docks exterior surfaces, plumbing and sewers behind floors or walls, elevators and general fire protection systems, security monitoring systems, HVAC, exhaust systems and all other structural components of the buildings. Repairs due to negligence or abuse by the

Contractor's employees will be charged to the Contractor. The Contractor shall define and document the need for building repairs by initiating a work order through the County's established procedures.

3.2.6.2 The County shall provide general maintenance, but not janitorial services, to all work areas occupied by the Contractor.

3.2.6.3 The County will establish and maintain a preventative maintenance program to ensure kitchen equipment is serviced by qualified kitchen equipment technicians.

3.2.7 Equipment

3.2.7.1 The County will furnish to Contractor existing County owned inventory of equipment in the Correctional Center kitchen for use by Contractor during the term of this agreement. All such equipment shall remain the property of the County. Unless otherwise, expressly noted, it shall be presumed that Contractor accepts the equipment as in good working order, and sufficient for the purpose of performing this agreement.

3.2.7.2 At the end of the contract term or upon termination, Contractor shall return all equipment in good condition, normal wear and tear expected.

3.2.7.3 Any equipment purchased by Contractor outside the scope of this Agreement for use at the Correctional Center must have the prior, written approval of the Office of the Sheriff. Any such equipment shall remain the property of the Contractor when purchased by the Contractor.

3.2.7.4 The County shall be responsible for the replacement of all County capital equipment. On an annual basis, the Contractor shall report to the County on the status and condition of the equipment. Such report shall state with specificity, the Contractor's recommendations for equipment additions and/or replacement. The Contractor shall use its knowledge and judgment to anticipate the need for equipment and the timing of contractor's recommendations for procurement.

3.2.7.5 The County shall make the final determination for the purchase of any and all equipment.

3.2.8 Facilities

3.2.8.1 The Office of the Sheriff shall provide the Contractor with adequate ingress and egress to the kitchens and storage facilities, including sanitary toilet and facilities for use by food service employees. The Contractor shall use such facilities in the performance and delivery of food services. The Contractor may, in furtherance of its obligations under the Agreement, utilize

preparation and storage facilities located other than at the Correctional Center only on an emergency basis and with the prior approval of the Office of the Sheriff, consistent with Contingency Plans. Meals are to be prepared on site at the Calhoun County Correctional Facility except during emergencies.

3.2.8.2 The facilities made available to the Contractor under the Agreement may not be used in connection with operations unrelated to the Agreement, unless approved in writing by the Office of the Sheriff.

3.2.9 Sanitation

3.2.9.1 The Contractor shall be responsible for cleaning and housekeeping in the food preparation, kitchens, washroom, and service and storage areas, and will keep such areas in a clean and sanitary condition, and in conformity with all applicable federal, state, and local regulations and requirements. The Contractor agrees to submit to inspection by the Office of the Sheriff and by the County, State Health Department or other similar County, State or Federal agencies upon the request of the Office of the Sheriff.

3.2.9.2 The Contractor shall be responsible for proper removal of trash and garbage from the facilities to receptacles located adjacent to the kitchen; this may include utilization and of paper recycling apparatus.

3.2.9.3 The County will provide dumpsters and will thereafter have responsibility for disposal. The Contractor shall establish hazardous chemical logs and comply with all applicable laws and standards concerning the use, storage and handling of hazardous substances/chemicals.

3.2.9.4 Grease will not be disposed of in drains. Grease will be disposed of in accordance with local health codes and the collection and removal of grease shall be accomplished by an independent hauler, at contractor's expense.

3.2.10 Transition On Commencement Of Contract

3.2.10.1 The Contractor shall assume full operations on ***October 25, 2011***. Proposal should include a work plan which incorporates a transition from award notification on July 8, 2011 to October 25, 2011 opening of food service.

3.2.10.2 Contractor shall coordinate and cooperate with the County and the Office of the Sheriff to assure a smooth and orderly transition with uninterrupted food services.

3.2.11 Transition And Continuity Of Service On Expiration Of Contract

3.2.11.1 Continuity of service is critical to the Office of the Sheriff. The successful Contractor must agree to this philosophy and upon expiration of their contract agree to:

3.2.11.1.1 Exercise best efforts and cooperation for an orderly and efficient transition of the food service to a new contractor or to the Office of the Sheriff.

3.2.11.1.2 Negotiate a plan in good faith, with the successor to determine the nature and extent of the phase-in, phase-out services required. The plan shall specify a date for work described in the plan and shall be subject to the Office of the Sheriff's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for in the contract are maintained at the required level of proficiency.

3.2.11.2 The Contractor will own all food items, beverage items, chemicals and food inventories (with the exception of Federal surplus foods) used for this contract. The Contractor may negotiate with the successor any terms and conditions for sale or transfer of ownership, of any or all inventories.

3.2.12 Support Services

3.2.12.1 Contractor shall provide all support services necessary to assure compliance with the terms, conditions, and specifications of the agreement. Such services shall include, but not be limited to dietitians, management consultants, sanitarians, and training personnel for contractor's employees.

3.2.12.2 Contractor shall describe frequency and length of reviews and meetings with contractor's on-site employees, by each support service contractor employee. Contractors are encouraged to include support personnel resumes in its proposal.

3.2.13 Annual Price Adjustment

3.2.13.1 The price per meal shall remain firm for the first year following award of the contract. Thereafter, the Contractor or the County shall be entitled to request an annual price adjustment which shall be calculated in the manner provided by this paragraph. The request for

price adjustment by the Contractor shall be submitted to the Purchasing Department within thirty (30) days before the contract anniversary date of each year, beginning with the end of the 1st year of the contract term. The County shall notify the Contractor of its request for an extension of the term of the agreement within the same time period.

3.2.13.2 Price adjustment shall be based upon the Index for “Food Away From Home, for All Urban Consumers, for United States City Average” of the Consumer Price Index, as published by the United States Department of Labor, Bureau of Labor Statistics.

3.2.13.3 A price increase or decrease will be determined by dividing the current index for a contract anniversary month by the same prior year months index. All calculations will be carried to two places only, with rounding to the next digit. Increases shall not exceed five percent (5%) annually from one adjustment period to the next.

EXAMPLE:

\$0.85 = Current Meal Price
140.01 = Current Index (Anniversary Month)
136.5 = 1st year Index (Anniversary Month)
<u>140.1</u>
136.5 = 1.03 x \$0.85 = \$0.88
\$0.88 = New Cost Per Meal

3.2.13.4 This formula shall be the basis for determining the cost per meal for the term of any extensions or Contract renewals which shall be issued by the County.

3.3 PROPOSAL EVALUATION CRITERIA

It is the intent of Calhoun County to conduct a comprehensive, fair and impartial evaluation of the proposals received in response to this request for Proposal. The proposal selected will be that response deemed most advantageous to Calhoun County, based on the following criteria presented in order of importance:

3.3.1 Meal Price

3.3.2 Food Service Program

3.3.3 Food Service Manager & Staffing

3.3.4 Organization Qualifications/Experience/References

3.3.5 Officer Dining

3.3.6 Transition Plan

3.4 CONTENTS OF PROPOSAL

Proposals shall have all request for information numbered and answered completely. The narrative portion and the materials presented in response to request for information shall be submitted in the same order as presented in this request for proposal. The proposal contents should contain the contractor's response to the following request for information:

3.4.1 Meal Pricing - 2800 calories

3.4.1.1 Adult Inmate Meals - Meals/day, 2800 calories

<u>Meals/Day</u>		<u>Base Bid</u> <u>(3 Hot Meals)</u>	<u>Alternate Bid (optional)</u> <u>(1 cold & 2 Hot Meals)</u>
1653-1710	Adult Inmate Meals	\$ _____ Per Meal	\$ _____ Per Meal
1713-1770	Adult Inmate Meals	\$ _____ Per Meal	\$ _____ Per Meal
1773-1830	Adult Inmate Meals	\$ _____ Per Meal	\$ _____ Per Meal
1833-1890	Adult Inmate Meals	\$ _____ Per Meal	\$ _____ Per Meal
1893-2190	Adult Inmate Meals	\$ _____ Per Meal	\$ _____ Per Meal
2193-2370	Adult Inmate Meals	\$ _____ Per Meal	\$ _____ Per Meal

3.4.1.2 Adult Inmate Meals - Meals/day, 3000 calories

<u>Meals/Day</u>		<u>Base Bid</u> <u>(3 Hot Meals)</u>	<u>Alternate Bid (optional)</u> <u>(1 cold & 2 Hot Meals)</u>
1653-1710	Adult Inmate Meals	\$ _____ Per Meal	\$ _____ Per Meal
1713-1770	Adult Inmate Meals	\$ _____ Per Meal	\$ _____ Per Meal
1773-1830	Adult Inmate Meals	\$ _____ Per Meal	\$ _____ Per Meal
1833-1890	Adult Inmate Meals	\$ _____ Per Meal	\$ _____ Per Meal
1893-2190	Adult Inmate Meals	\$ _____ Per Meal	\$ _____ Per Meal
2193-2370	Adult Inmate Meals	\$ _____ Per Meal	\$ _____ Per Meal

3.4.1.3 Juvenile Inmates

Meals/Day

1-15	Juveniles Meals	\$ _____	Per Meal
7-12	Juveniles Meals	\$ _____	Per Meal
13-24	Juveniles Meals	\$ _____	Per Meal

3.4.1.4 Staff Meals (Based on 50 staff) \$ _____ Per Meal

3.4.2 Meal Enhancements

As outlined in section 3.2.4.3.5 the Contractor can outline how staff, inmate/detainee, and juvenile meals will be enhanced with funding obtained from the special meals offered by the Contractor with the approval of the Office of the Sheriff personnel.

3.4.3 Food Service Program- Work Plan

3.4.3.1 Adult Menu (28 Days) (reference Section #3.2.4.2.1)

3.4.3.2 Juvenile Menu (reference Section #3.2.4.3.4)

3.4.3.3 Contingency Plan (reference Section #3.2.4.7.1)

3.4.3.4 Special Diet Procedures (reference Section #3.2.4.3.1)

3.4.4 Food Service Staffing

3.4.4.1 Recruiting, training & development plan for Calhoun County Food Service Manager (include resumes of possible candidates if available)

3.4.4.2 Organizational Chart for food service staff (include brief job descriptions)

3.4.4.3 Schedule of hours for food service staff

3.4.4.4 Range of wages for each proposed position on food service staff

3.4.4.5 Required number of Inmate Workers per shift

3.4.4.6 Supervision and training plan for inmate workers

3.4.5 References and Experience

3.4.5.1 Proposals should include evidence of the necessary organizational experience, personnel, operational systems, and technical skills to perform the contract.

3.4.5.2 Support Services- provide resumes of key contacts for this food service contract (*reference Section #3.2.12.2*)

3.4.5.3 Proposals should include a list of at least four correctional facilities similar in size to Calhoun County, which the vendor is currently serving in a similar capacity relating to inmate food services.

3.4.6 Transition Plan (*reference Section #3.2.10.1*)

3.5 ATTACHMENTS

The following attachments shall be completed and submitted with response.

- A. Non-Collusion Affidavit
- B. Certificate of Authorization

3.6 RESPONSE TO RFP

Bidder's proposal packet must arrive at the Purchasing Division and be time stamped on or before the date and time specified on the first page of this RFP. Bidders are responsible for the timely receipt by the Purchasing Division of their proposals notwithstanding delays resulting from postal handling or any other reasons.

LATE PROPOSAL PACKETS WILL NOT BE CONSIDERED.

ATTACHMENT A

NON-COLLUSION AFFIDAVIT

The bidder, by its officers and authorized agents or representatives present at the time of filing this proposal, being duly sworn on their oaths, say that neither they nor any of them have in any way, directly or indirectly, entered into any arrangement or agreement with any other bidder or with any public officer of such County of Calhoun, Michigan, whereby such affidavit or affiant or either of them has paid or is to pay to such other bidder or public officer any sum of money, or has given or is to give to such other bidder or public office anything of value whatsoever, or such affidavit or affiant or either of them has not directly or indirectly entered into any arrangement or agreement with any other bidder or bidders, which tends to or does lessen or destroy free competition in the letting of the contract sought for by the attached proposal, that no inducement of any form or character other than that which appears on the face of the proposal will be suggested, offered, paid or delivered to any person whomsoever to influence the acceptance of the proposal or awarding of the contract, nor has this bidder any agreement or understanding of any kind whatsoever, with any person whomsoever to pay, deliver to, or share with any other person in any way or manner, any of the proceeds of the contract sought by this proposal.

COMPANY: _____

BY: _____
(signature)

NAME: _____
(type or print)

TITLE: _____

DATE: _____

ATTACHMENT B

CERTIFICATE OF AUTHORIZATION FOR CONTRACT EXECUTION

This certificate shall be executed by some officer of the Corporation other than the one who signed the foregoing proposal. Before executing, please note the last paragraph of this certificate.

I, _____, certify that I am the _____ of
(Official Corporate Title)

the corporation named contractor herein: that _____ who signed the
foregoing proposal on behalf of said corporation was then _____ of said
corporation; that said proposal was duly signed for on behalf of said corporation by authority of
its governing body and is within the scope of its corporate powers.

SIGNED: _____

TITLE: _____

FIRM: _____

DATE: _____

INCLUDE CORPORATE SEAL OR NOTARIZE BELOW

In lieu of the foregoing certificate, there may be attached to the proposal a copy of that portion of the records of the corporation as will show the official corporate character and authority of the officer signing. Such copy shall be duly certified by the secretary or assistant secretary under the corporate seal to be true copies.

ALTERNATE PROPOSAL #103-11/104-11A
FOOD MANAGEMENT AND COMMISSARY SERVICES

For offerors who have the ability to provide both Commissary and Food Management Services, the County will consider an alternate proposal which combines the specifications of both services. The following request for information will apply only if the County accepts this alternate proposal which would award both Commissary and Food Management Service to the successful respondent.

_____ % Commissary Sales (Based on RFP#104-11 Specifications)

Adult Inmate Meals (Based on RFP#103-11 Specifications) - 2800 calories

<u>Meals/Day</u>		<u>Base Bid</u> <u>(3 Hot Meals)</u>	<u>Alternate Bid (optional)</u> <u>(1 cold & 2 Hot Meals)</u>
1653-1710	Adult Inmate Meals	\$ _____ Per Meal	\$ _____ Per Meal
1713-1770	Adult Inmate Meals	\$ _____ Per Meal	\$ _____ Per Meal
1773-1830	Adult Inmate Meals	\$ _____ Per Meal	\$ _____ Per Meal
1833-1890	Adult Inmate Meals	\$ _____ Per Meal	\$ _____ Per Meal
1893-2190	Adult Inmate Meals	\$ _____ Per Meal	\$ _____ Per Meal
2193-2370	Adult Inmate Meals	\$ _____ Per Meal	\$ _____ Per Meal

Adult Inmate Meals (Based on RFP#103-11 Specifications) - 3000 calories

<u>Meals/Day</u>		<u>Base Bid</u> <u>(3 Hot Meals)</u>	<u>Alternate Bid (optional)</u> <u>(1 cold & 2 Hot Meals)</u>
1653-1710	Adult Inmate Meals	\$ _____ Per Meal	\$ _____ Per Meal
1713-1770	Adult Inmate Meals	\$ _____ Per Meal	\$ _____ Per Meal
1773-1830	Adult Inmate Meals	\$ _____ Per Meal	\$ _____ Per Meal
1833-1890	Adult Inmate Meals	\$ _____ Per Meal	\$ _____ Per Meal
1893-2190	Adult Inmate Meals	\$ _____ Per Meal	\$ _____ Per Meal
2193-2370	Adult Inmate Meals	\$ _____ Per Meal	\$ _____ Per Meal

Juvenile Inmates:

<u>Meals/Day</u>		
1-15	Juveniles Meals	\$ _____ Per Meal
7-12	Juveniles Meals	\$ _____ Per Meal
13-24	Juveniles Meals	\$ _____ Per Meal

Staff Meals (Based on 50 staff) \$ _____ Per Meal

All other terms, conditions and specifications for Inmate Commissary RFP#104-11 and Food Management Services RFP#103-11 apply to the above alternate commission/price proposal.

Company Name _____

Signature _____

Date _____

