

Marion County
South Carolina

Date of Issue: June 15, 2020
Pre-Proposal Meeting: June 30, 2020 10:00 AM
Proposals Due: July 17, 2020 4:00 PM

Request for Proposal
For The
Marion County Sheriff's Office Detention Center
For Inmate Food Services

If you have received this Request for Proposal from a source other than the Marion County, it is the responsibility of the proposer to ensure that all addenda have been received.

**REQUEST FOR PROPOSAL
MARION COUNTY SHERIFF'S OFFICE DETENTION CENTER**

I. INTRODUCTION

Marion County Detention Center is requesting proposals for the provision of food service to include meals for inmates and staff seven days per week and program support services for an approximate population of 55 to 110 inmates with an ADP for 2019 of 86 inmates, for a term of four (4) years, from 1 September 2020 through 31 August 2024. In addition, the County reserves the option of extending the contract without bid on a year to year basis for additional one (1) year periods. Marion County may choose to include the existing Prison Camp in the Food Service Contract which would adjust the approximate population to 70 to 170 inmates and adjust the ADP to 115.

Marion County foodservice operates in an on-site kitchen facility in their current jail, this contract would be for the provision of inmate foodservice to be provided at the current facility as well as the addition to the facility. The current facility is a self-operated foodservice kitchen with an inmate capacity of 96 beds. The addition to the facility which is currently in design will have a rated capacity of 160 beds plus holding cells and will incorporate the current Prison Camp as a permanent part of the Detention Center with numbers as indicated above.

II. OBJECTIVES OF RFP

To result in a contract between the successful bidder and Marion County that will meet the following objectives:

- A. To deliver high quality food service that can be audited against established nutritional and health standards.
- B. To operate the food service program using corrections-experienced and professionally trained personnel.
- C. To operate the foodservice program in a cost-effective manner with full reporting to Marion County and the Sheriff.
- D. To implement a written foodservice plan with clear objectives, policies, procedures, and annual evaluation of compliance.
- E. To maintain an open collaborative relationship with the administration and staff of Marion County Sheriff's Office and other County offices.
- F. To maintain standards established by Marion County, SCDHEC, as well as ACA, and the State.
- G. To offer a comprehensive program for continuing staff and inmate training.
- H. To operate the food service program in a humane manner with respect to the inmates' rights to basic health and nutritional standards.

III. PROPOSAL PROCESS

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

Distribution of the RFP	June 15, 2020
Pre-Proposal Meeting	June 30, 2020 10:00 AM
Bid Questions (Submitted In Writing)	July 6, 2020
Answers by	July 10, 2020
Proposal Due Date	July 17, 2020 04:00 PM

Evaluation by committee / presentations (if desired by Committee)	July 20-29, 2020
Notification of award	August 1, 2020 or as soon thereafter as accepted by the county.
Inventory Period	August 10-24, 2020
Commence services	September 1, 2020

A Pre-Proposal Meeting will be held on Tuesday, June 30th, 2020 at the Marion County Administration Building Counsel Chambers. It is mandatory that all potential vendors attend this meeting. An on-site tour of the kitchen facilities will take place immediately following the conclusion of the Pre-Proposal Meeting. All vendors will be required to comply with COVID 19 procedures in place for Marion County and the Detention Center on the date of the Pre-Proposal Meeting.

A complete original and five (5) exact duplicates of the proposal will be submitted by certified mail or hand delivered to:

Debra Johnson
County of Marion
2523 E Hwy 76
Marion, SC 29571

Proposals must be received no later than 4:00 p.m. on July 17th, 2020 at the address set forth above. Proposals received after the deadline will not be considered.

Questions regarding bid specifications must be submitted in writing via e-mail to the following individual:

James Floyd
Detention Center Director
jfloyd@marionsc.org with a cc to djohnson@marionsc.org

All proposals submitted must be accompanied by a guaranty given in the amount of 15% of the proposed contract amount and may be given at the option of the proposer by certified check, cashier's check, or bid bond from a reputable insurance company authorized to post such bonds in the State of South Carolina.

IV. QUALIFICATIONS OF BIDDER

To be considered for award of this contract, the vendor must meet the following minimum qualifications:

- A. The vendor must be organized for the purpose of providing institutional and/or volume food service, and must have five (5) years previous correctional foodservice experience with proven effectiveness in administering like size corrections food service programs, two (2) of which must be in the State of South Carolina.
- B. The vendor must have a proven ability for a contract start-up of 1 September 2020.
- C. The vendor must have qualified and trained staff with sufficient back-up personnel to successfully complete the contract requirements.
- D. Personnel must include a full-time, corrections-experienced, registered dietitian available for menu development.

- E. The vendor must have the central office capability to supervise and monitor the program ensuring satisfactory provision of services. In addition, the vendor must have an alternate emergency preparation site in eastern South Carolina.
- F. The vendor must submit a certified copy of a current financial report of the company. If the company is a subsidiary or division of a corporation, the relationship of the vendor must be clearly delineated in the proposal.
- G. The vendor shall submit a list of five (5) references, including name of institution, address, contact person, and phone number.
- H. The vendor must provide a list of all SC accounts that they have provided inmate foodservice for in the last 5 years. This includes any accounts the vendor no longer holds. In addition, Vendor shall submit a contract performance statement to include a listing of any contract deficiency reports or cure notices received from their customer and any inspection deficiency reports received from any State Certifying Agency such as DHEC on any foodservice contract in the last 5 years.
- I. The vendor shall submit a performance bond in the amount of 100 percent of the estimated cost of the first complete year of service after award but prior to start up. However, all proposals must be accompanied by an agreement of surety (Consent of Surety) for 100% of the awarded amount if the contract is awarded to its principal. The consent of surety must not contain any conditions or reservations, other than the condition that the contract is to be awarded to the proposing contractor. Failure to submit the consent of surety will result in immediate rejection of a vendor's proposal.
- J. The vendor shall include in proposal typical salaries, and benefits offered to employees for a facility this size.
- K. Vendor shall be able to provide emergency kitchen service to include mobile refrigeration units and a mobile kitchen in event of an emergency or natural disaster and shall submit documentation of said ability with proposal.

V. SELECTION CRITERIA - CRITERIA FOR EVALUATION

Mandatory requirements include:

- A. Compliance with bid instructions
- B. Compliance with general requirements for all contracts by governing bodies overseeing the facility.

The vendor will be selected based on the bidder's written proposal and any requested presentations. The selection committee will review all proposals and make their recommendations for selection. The primary criteria used in making a selection will be as follows:

- A. (20%) The vendor's demonstrated experience and expertise in correctional facilities. Experience shall include current service in correctional facilities of similar size and volume, as well as experience of staff, district manager, dietitian, transition team, and local and regional support network.
- B. (5%) The vendor's demonstrated ability to comply with American Correctional Association standards for local detention facilities and demonstrated compliance with the Minimum Standards for the operations of jail facilities in South Carolina.
- C. (15%) Past history and references. Vendors shall include a listing of references with their proposals, indicating facility locations, name, and telephone number of facility contact person.

This list should contain at least two (2) current references, preferably of a size and service complexity comparable to Marion County.

- D. (10%) The vendor's financial stability and condition. (Must submit with proposal last three (3) years of audited financial reports on CD)
- E. (15%) Vendor's development of an operating plan for food service that best meets the stated objectives and needs of Marion County. Includes quality of the Quality Assurance plan and proposed staffing and personnel plan.
- F. (10%) Services and menu quality offered for price proposed. Includes nutritional quality, menu acceptability, and stated menu standards.
- G. (25%) The price per meal proposed.

Procedure - Submitted proposals will be reviewed by a selection committee. Based on the selection criteria, vendors who are deemed fully qualified and best suited among those submitting proposals may be requested to participate in discussions regarding their proposals. Discussion will cover cost, methods of operation, and all other relevant factors.

At the conclusion of discussions, the vendors will be ranked based on selection criteria, and final negotiations will be conducted with the vendor ranked first. If a satisfactory agreement can be reached, the contract shall be awarded to the vendor; otherwise, negotiations will be conducted with each subsequent vendor until a satisfactory contract can be established or until the selection committee determines that rejection of all proposals is the best interest of Marion County.

Marion County will assemble a committee for the purpose of bid evaluations.

VI. METHOD OF AWARD

The award will be made to the vendor whose proposal is determined to be professionally and technically complete. The selection process may, however, include a request for additional information or an oral presentation to support the written proposal; the price proposal will be considered firm and cannot be altered after receipt per the terms of this proposal, unless the County requests an additional financial proposal via a best and final offer. This does not imply a best and final offer opportunity will be available to the bidders.

The County reserves the right to award this contract not necessarily to the vendor with the lowest price, but to the bidder that demonstrates the best ability to fulfill the requirements of the RFP. The successful vendor will be chosen based on the qualifications and selection criteria discussed in Sections IV and V of this proposal. Marion County reserves the right to award the contract to the vendor that Marion County feels best meets the needs of Marion County.

The successful vendor shall commence work only after the transmittal of a fully executed contract and after receiving written notification to proceed from Marion County. The successful bidder will perform all services indicated in the proposal in compliance with the negotiated contract.

Marion County reserves the right to reject any or all proposals for any reason, in whole or in part, received in response to this RFP. Marion County will not pay for any information herein requested, nor is it liable for any costs incurred by the proposer.

Vendors whose proposals do not meet the mandatory requirements will be considered non-compliant. After the evaluation of the proposals and selection of the successful vendor, all vendors will be notified in writing of the selected firm.

VII. PROPOSAL PACKAGE

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

- A. Transmittal Letter
1. This letter is to be a brief letter, addressed to Marion County, which provides the following information:
 - a) Name and address of the vendor
 - b) Name, title, and telephone number of the contact person for the vendor
 - c) A statement that the proposal is in response to this RFP
 - d) The signature, typed name, and title of the individual who is authorized to commit the vendor to the proposal
- B. Technical Proposal
- This portion of the proposal must address each item listed below:
1. Introduction
 - a) Company Profile
 - (1) Date organized to provide food service management in institutional and correctional facilities
 - (2) Corporate background and depth of support, including description of parent company, if any
 - (3) Number of employees
 - (4) Number of years doing business
 - b) Describe current contracts or business with other correctional food service facilities
 - (1) Client
 - (2) Date of original contract
 - (3) Type/size
 - c) Facilities currently accredited by State or Federal Accreditation Board
 - (1) Name of facility
 - (2) Accrediting agency - list all
 - d) Company achievements in providing correctional food service management
 - e) Corporate and regional office organizational structure
 - f) References with addresses and phone contacts
- C. Operational Standards
- All proposals must clearly define:
1. Procedures for meal delivery to the inmates and staff
 2. Quality and inventory control methods and standards
 3. Specific procedures for providing safe, sanitary, and secure food service management, including supervision and control of inmate labor and internal security of products and equipment available to inmates.
 4. Procedures for dealing with inmate/staff complaints about food and minimizing the potential for inmate litigation
 5. Any additional equipment necessary for efficient food service operation
 6. Procedures for weekly billing and weekly inventory of food and supplies
 7. Operational procedures for handling food service should on-site kitchen facilities be rendered unusable through fire, etc.

8. Insurance - Vendor shall provide types of insurance and limits and provisions as contained herein:

<u>TYPE</u>	<u>COVERAGE FEATURES</u>	<u>LIMITS</u>
Automobile Holder, to meet Statute requirements.	County named as Certificate \$500,000 CSL	\$500,000/
Worker's Compensation		As required by law.
Employer's Liability		\$100,000
Comprehensive General Liability (Including personal injury and administrative type claims as covered in the Provider's policy.)	County named as additional Insured <u>only</u> to the extent of Provider's insurance coverage, neither Provider nor its insurance company shall have any obligation to continue defense of County. Limits to be reinstated annually.	\$1,500,000 \$1,500,000

9. Policies and Procedures - The proposal shall indicate the method the vendor will follow in establishing and revising food service policies and procedures.
10. Accreditation - The proposal shall address the vendor's plan to secure and/or maintain any food service accreditation for delivery of food service to Marion County. All Vendor personnel must currently hold or successfully complete the SafeServe course within three (3) months of hire. All vendor personnel must attend the inmate supervision class as taught by the SC Association of Counties should the County provide any inmate labor to assist in the kitchen.
11. Personnel - The proposal shall provide a list of benefits provided to all employees, including insurance coverage, vacation plan, and other related benefits. If no hourly benefits are provided, the vendor must clearly address their plan for employee recruitment and retention, including hourly wage rates.

VIII. SCOPE OF WORK

A. Operation

1. The average daily population was 86 inmates for 2019. Sack meals are only generally required during terms of General Sessions Court which only occurs for two weeks every 3 months. Additionally, the vendor shall be expected to serve approximately 10 meals per day to staff for day shift and 8 for night shift.
2. The meals will be prepared at the Marion County Detention Center.
3. The awarded foodservice vendor shall be responsible for \$25,000 of kitchen equipment maintenance and or replacement per year and shall provide proper documentation of repairs or replacement. The price per meal charged shall be determined by taking the actual meals ordered or served each day times the contract price for that number of meals.
 - (1) Inmate workers supervised by Detention Officers deliver meals to each living area. Meals will be served on reusable trays.
 - (2) The meal service schedule will be as follows:

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

4. The foodservice vendor shall provide a short order foodservice for members of the Sheriff's Office, Magistrate, Dispatchers that shall be treated as a cash sale service. Items for short order foodservice menu and prices to be negotiated with winning Vendor.
5. Departments other than the Detention Center may be authorized to receive staff meals by the County Administrator. Vendor Invoicing shall provide for a separate invoice for meals served to departments other than the Detention Center and the inmates in its custody.

B. Vendor Service Requirements

Vendors will be expected to provide the following services as part of the food service program:

1. Food and Supplies
 - a) Purchase and safely manage all consumable supplies and food products that are required for food service operation. These supplies and food products shall remain the property of the contractor. The vendor shall provide kitchen cleaning supplies for the kitchen area. The vendor shall also provide insulated trays for inmates at both facilities.
 - b) Purchase and maintain a sufficient inventory of insulated meal trays, tray drying racks, and meal delivery carts needed to support meal service.
 - c) Be responsible for routine cleaning and housekeeping of food service preparation, service, and storage area and will, on a continuing basis, maintain standards of sanitation required by state or local regulations. The County will provide dumpsters for trash and garbage and be responsible for the service of those dumpsters for removal of trash and garbage.
 - d) Achieve satisfactory ratings for inspections of kitchen facilities by County and State health agencies. A daily fine of \$100.00 may be imposed to the bidder for every day any ratings achieved are below the grade of "A".
2. Licenses, Fees, and Taxes
 - a) Secure and pay all federal, state, and local licenses, permits, and fees required for the operation of the food services provide hereunder. During the period of this agreement, if it is deemed by taxing authorities that all or a portion of the services provided hereunder are to be subject to a sales or similar tax, which has not been collected by the vendor, the County agrees to pay such tax.
3. Billing Process and Record Keeping
 - a) Vendor shall submit to the County on the first day of each week, covering the preceding week, an invoice for meals ordered or served whichever is greater. The price per meal charged to the County shall be described in the proposal and shall be guaranteed for meals for (1) one year.
 - b) Access and Records - The vendor shall keep full and accurate records of sales and meal count records in connection with the food services. A copy of said record shall be supplied to 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.

- c) Departments other than the Detention Center may be authorized to receive staff meals by the County Administrator. Vendor Invoicing shall provide for a separate invoice for meals served to departments other than the Detention Center and the inmates in its custody.
4. Return Facility in Good Working Order
 - a) The Vendor shall return to the County at the expiration of this contract the food service premises and all equipment furnished by the County in the condition in which received except for ordinary wear and tear and except to the extent that said premises and equipment may have been lost or damaged by fire, flood, or unavoidable occurrence and except to the extent that said equipment may have been stolen by persons other than employees of the vendor without negligence on the part of the vendor or its employees and providing that all damages and losses are reported to the County for all items covered by this paragraph. The County will pay for needed repairs caused by normal wear and tear. The County will replace equipment, which in the opinion of the County has exceeded its useful life after consultation with the vendor.
 5. Additional Food Service Requirements
 - a) The vendor agrees to provide any additional food services as mutually agreed upon at prices mutually agreed to.
 6. Participation in Client-required Security Training
 - a) Inmate Supervision course as taught by the SC Association of Counties.
 7. Uniforms for Vendor Staff
 - a) Vendor shall provide professional, neat uniforms that distinguish the vendor's paid staff from the inmates and corrections officers.
 8. Daily Processing of Complaints

Food service complaints from inmates must be processed at least daily as follows:

 - a) Trained food service personnel shall act upon all complaints.
 - b) The food service director shall be responsible for resolving inmate or staff grievances.

c. Menu Specifications

1. All proposals must clearly define:
 - a) Proposed menu(s)
 - b) A summary nutritional analysis of the menu(s)
 - c) Registered dietitian certification of both the menu and nutritional analysis
 - d) The vendor's specifications that will be adhered to for food products
 - e) All proposals must meet or exceed quality of food service as detailed in Scope of Work
2. Inmate cycle menu
 - a) Menu Cycle
 - (1) Each Vendor shall submit a four (4) week cycle menu.
 - (2) Each week will include 21 meals and comply with ACA standards and all standards for inmate foodservice as outlined in the current Minimum Standards for Local Detention Facilities in South Carolina.
 - (3) No proposal will be considered that does not provide the menu upon which the cost of service is calculated together with the portion sizes of

each menu item. Sample menus that may not be served after the contract is awarded will not be allowed.

- b) Menu description requirements
 - (1) Menus submitted in the proposal must include clearly defined descriptions of food items.
 - (2) All menu items must be listed weight or volume measurements (e.g. ½ c, 3 oz, wt., etc.). All cake, muffin, and cornbread portions that are cut in a pan must indicate the size of the cut (e.g. 1/60 cut).
 - (3) Meat portions in casseroles must include cooked weight measurements of meat or meat equivalent per portion.
 - (4) Weights of entrees on menus must be indicated as cooked or raw weights.

- c) Balanced menu planning requirements
 - (1) The menu shall be planned with products and recipes with proven inmate acceptability. The vendor shall include in the proposal a method to monitor inmate preferences and to make acceptability adjustments.
 - (2) A variety of food flavors, textures, temperatures, and appearances shall be used.
 - (3) Fruit and vegetable requirements:
 - (a) To assure a minimum level of menu quality, at least five ½-cup fruit and vegetable equivalents are required each day on the menu. A minimum daily variety of four different fruits and vegetables shall be used to meet the requirement. Items such as fruit drink, rice, and noodles do not qualify as fruit or vegetable equivalents.
 - (b) Menus will provide a minimum of one fruit or fruit equivalent (1/2 c) serving per day (which will count as one of the five minimum fruit and vegetable portions)
 - (4) Avoid excessive fat calories:
 - (a) To avoid excessive fat calories and provide more stomach filling bulk on the menu, portions for margarine, butter, salad dressing, and mayonnaise shall be restricted on the menu. A maximum of 1/2 oz shall be used as a margarine or salad dressing portion. Sandwich meals shall include appropriate mustard and catsup condiments, not unnecessary margarine.

- d) Nutritional requirements
 - (1) Menus will provide a weekly average of no less than 2,800 calories per day in addition to all required nutrients
 - (2) Menus will provide a weekly average of 70 grams of protein per day. This will be met by providing a minimum of two (2) protein servings per day, excluding breading. A meat or meat equivalent may include meat, eggs, cheese, peanut butter, or soy.
 - (3) Menus will provide a minimum of two milks per day.
 - (4) No organ meats shall be allowed in any ground meat.
 - (5) Nutritional analysis – tied to actual recipes and products proposed
 - (6) Menu and analysis certified by registered dietician
 - (a) A copy of the dietitian's ADA registration card shall be submitted with the proposal.
 - (b) A registered dietitian will approve all menus prior to service and annually thereafter. All meals served will be in compliance with

the most recently published Recommended Dietary Allowances and Dietary Reference Intakes for Adult Males as established by the National Academy of Sciences.

- 3) Court sack meals
 - a) Currently, court sack meals are only required sparingly. When required, these meals are served in place of the regular inmate meals.
 - b) Court sack meals are to consist of:
 - Two (2) sandwiches made with: Four (4) slices of bread and 3-oz. meat and/or cheese
 - 2 ps. condiments
 - Fresh fruit
 - Chips or dessert Item
 - Beverage (8 oz. container)
 - c) Sack meals are to be billed at regular inmate rates

- 4) Medical, Religious Diets, and Special Meals
 - a) The vendor shall provide, at no additional cost, medical diets conforming to physician-ordered specifications.
 - b) The vendor shall provide, at no additional cost, a lacto- vegetarian and/or vegan diet for all religious requests from the administrative or religious authority. Other meals requested, such as prepackaged meals, shall be provided at mutually agreed upon pricing.
 - c) Average number and type
 - (1) The average daily number of inmates receiving medical diets has been approximately seven (7) including an average of seven (7) night snack meals to inmates for medically approved diets.
 - (2) The most common medical diet orders are lactose and diabetic
 - (3) The average daily number of inmates receiving religious diets has been approximately 0.
 - d) The most common religious diet orders are: N/A
 - e) Policies and documentation requirements
 - (1) The vendor will submit with their proposal a sample of their corrections diet handbook.
 - f) Nutra Loaf – The vendor shall be able to provide Nutra Loaf that meets all nutritional requirements for inmates designated by the Detention Center. Vendor must comply with all applicable case law regarding the preparation of and service of Nutra Loaf.

- 5) Staff meals
 - a) Vendor shall detail their recommendations for institution of a staff dining room program and shall provide a separate menu for staff meals.
 - b) Vendor shall be responsible for supplying coffee and accompaniments to the staff break rooms, to include Sheriff's Office and Detention Center, and control room areas that are manned 24/7.

- 6) Holiday meals
 - a) The vendor shall include in the proposal their policies for serving special meals (spirit lifters) on holidays.
 - b) Proposed menus and holidays shall be identified. A minimum of five (5) spirit lifter meals shall be provided annually, including Easter, Thanksgiving, Christmas, and New Year holiday periods and one (1) meal to be scheduled at the discretion of the Detention Center.
 - c) All such meals will be provided at contract rates.

- 7) Documentation of meals served
 - a) Served menu records - substitution policy
 - (1) Documentation of all meals served, including substitutions, shall be maintained. A plan for assuring nutritional compliance with substitutions shall be provided in the proposal.
 - (2) The vendor shall outline procedures used to assure all meals will be served at appropriate temperatures and in a manner that makes them palatable, neat, and visibly pleasing.
 - b) Standardized recipes
 - (1) Standardized recipes with portion yield data for all items shall be available and utilized.

D. Staff Requirements

- 1) Staffing plan to provide adequate resources to meet objectives
 - a) Assign a minimum number of employees per shift to oversee and supervise all aspects of the food service operation.
 - b) An Inmate may be provided to assist with kitchen cleaning and food service, as the vendor requires, subject to the approval of the Detention Center Director. Vendor shall be capable of providing all staff should inmate labor not be provided.
 - c) The vendor will provide an organizational chart and job descriptions for all staff with their proposal including.
 - d) The vendor agrees to train and supervise inmate personnel if provided, subject to the overall control of the County.
 - e) The vendor is responsible for all wages, salary benefits, and overtime payments to its staff.
- 2) Credentials of vendor staff
 - a) The vendor shall submit the resume of the district manager as a part of its proposal.
 - b) The vendor will include a description of the qualifications of the food service director they plan to place in the facility.
- 3) Employee-related processes
 - a) Health exams: Vendor will agree that its employees assigned to duty at the jail shall submit to periodic health examination at least as frequently and as stringently as required by law and agrees to submit satisfactory evidence of compliance with all health regulations to the County, upon request. Vendor employee medical records as required are subject to review by the Facility medical provider.
 - b) Clearance requirements: All employees of the contracting firm who will work in the jail must be cleared and approved by the sheriff's office. All employees must comply with the department's written policy and procedures relating to facility security.
- 4) Supervision and training of inmates
 - a) If the proposal is to use inmates, the vendor shall provide training in food service delivery and management. The proposal shall outline what this training will entail as part of the vendor's overall vocational training program.
 - b) Inmates are not permitted to supervise other inmates.

5) Supervision and training of paid staff

The vendor shall provide training in food service delivery and management. The proposal shall outline what this training will entail as part of the vendor's overall training program.

E. Participation in Federal / state programs (include those that apply)

1) Commodities

a) Vendor agrees to make the fullest use of any USDA-donated commodities when they are available, wholesome, and appropriate for menu purposes. The vendor reserves the right to refuse acceptance of any such commodities that are contaminated or in excessive amounts. The utilization/control of USDA donated commodities are subject to the following requirements:

- (1) The vendor will properly handle, store, and prepare all commodities.
- (2) A weekly inventory shall be taken of all commodities by the vendor. The report shall include for each USDA donated commodity, the commodities on hand at the beginning of the week, the quantity used, the quantity list due to spoilage, theft, or shrinkage, and the balance at the end of the week.
- (3) Commodities received will be used solely for the benefit of those persons in the jail.
- (4) The vendor shall credit to the County's invoice a fair market value for USDA products as agreed by the parties.

IX. CONTRACT REVIEW

Marion County and the food service provider shall, as mutually agreed, conduct quarterly review meetings between the County and the food service provider management team for the evaluation and amendment, if necessary, of the agreement.

X. TERMINATION OF CONTRACT

A. Termination for Cause: Marion County may terminate the contract at any time that the contractor fails to carry out its provisions or to make substantial progress under the terms specified in the contract.

- 1) Marion County shall provide the contractor with 60 days written notice of conditions endangering performance. If after 60 days written notice, the contractor fails to remedy the condition contained in the notice, Marion County shall issue an order to stop work immediately.
- 2) Marion County shall be obligated to reimburse the contractor only for those services rendered prior to the date of notice of termination, less any liquidated damages that may be assessed for non-performance.

B. Unilateral Right to Terminate: Either party upon receipt of not less than 90 days written notice may terminate the contract on an agreed date prior to the end of the contract period without penalty to either party.

C. Lack of Funds: Notwithstanding any other provisions of the contract, if the funds anticipated for the continued fulfillment of this contract are at any time not forthcoming, through the failure of the County government to appropriate funds, discontinuance or material alteration of the program

under which funds were provided, Marion County shall have the right to terminate the contract without penalty by giving not less than 90 days written notice documenting the lack of funding.

XI. RESPONSIBILITY OF MARION COUNTY:

- A. Marion County shall be responsible for and provide:
- 1) Accurate and timely orders for the number of meals to be served to inmates, correctional officers, and staff within two (2) hours of the time for meals to be served.
 - 2) Adequate ingress and egress to all production areas.
 - 3) Adequate heat, lights, ventilation, and all other utilities. Marion County shall provide local intercom and business telephone service to the vendor at no charge. This telephone shall be used only for local service, business-related calls. Should the contractor desire local service for personal use and other non-business-related calls or long-distance calls, whether business or personal, a separate telephone not connected to the county system shall be installed at the contractor's expense.
 - 4) Extermination services and removal of trash and garbage from loading dock areas.
 - 5) General maintenance to the building structure including, but not limited to, the maintenance of gas, water, sewer, ventilation, lighting, air conditioning, refrigeration, duct work, floor coverings, and wall and ceiling surfaces. The county's maintenance does not include day to day cleaning operations in the kitchen area.
 - 6) Adequate preparation, storage, and holding equipment and maintenance for same.
 - 7) Security, control, and limitation of inmate movement in, to, and from the food service area, including physical security of employees, suppliers, and other authorized visitors.
 - 8) Maintain kitchen appliances and equipment in proper working order on an on-going basis

XII. COST SUMMARY

The cost per meal prepared shall be indicated on the bid summary sheet (Attachment A).

The per meal prices stated in this RFP will be firm for the period beginning on the effective date and ending on August 30, 2024. Per meal prices for each subsequent 12-month period shall be adjusted on the anniversary of the effective date by an amount to be determined utilizing the percentage change with the Consumer Price Index Food Away from Home, and must be approved by Marion County prior to increase effective date.

XIII. E-VERIFY

The Contractor and any of its subcontractors must comply with the requirements of the South Carolina General Statutes, if applicable, which require certain employers to verify the work authorization of each newly hired employee through the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies.

The undersigned hereby certifies that he or she is authorized by the vendor or bidder listed above to make the foregoing statement.

IX. HUB

The Office of Historically Underutilize Businesses (HUB) promotes full and equal access to business opportunities with the State of South Carolina. HUB firms which include minority-owned and women-

owned businesses, disadvantaged-owned businesses and disabled-owned businesses as well as other responsible vendors shall have a fair and reasonable opportunity to participate in state business opportunities.

Prime suppliers and contractors should support the HUB Office Program by making an effort to engage minority, women, disadvantaged and disabled businesses as subcontractors for goods and services to the extent available. The state's utilization goal is 10%.

The County of Marion reserves the right to accept a response that does not satisfy all requirements but which, in the county's sole judgment, sufficiently demonstrates the ability to produce, deliver, and to satisfy the major requirements set forth in the RFP. The county reserves the right to interview any or all respondents set forth in the RFP, or to ask for additional information or clarifications.

ATTACHMENT A

**Marion County Sheriff's Office Detention Center
INMATE FEEDING COST SUMMARY**

Meal prices will be billed on an ordered or served basis, whichever is greater. Special functions and catering meal services will be mutually negotiated. The price increment will be determined by adding the total number of billable inmate meals ordered or served to inmates for the billing week and dividing by 21.

2800 Min. Calorie meals

Population Range – No Inmate Labor Provided		Price per Meal
50	75	
76	100	
101	125	
126	150	
151	175	
175	above	
Staff Meals		

2800 Min. Calorie meals

Population Range – 1 Inmate Laboror Provided		Price per Meal
50	75	
76	100	
101	125	
126	150	
151	175	
175	above	
Staff Meals		

2800 Min. Calorie meals

Population Range – 2 Inmate Laborers Provided		Price per Meal
50	75	
76	100	
101	125	
126	150	
151	175	
175	above	
Staff Meals		

ATTACHMENT B

In further description of this proposal, we desire to submit sheets marked as follows:

Bidding under the name of: _____

Federal Employee Identification Number _____

Which is (Check one of the following):

Corporation, incorporated under the laws of the State of:

Partnership, consisting of (List Partners)

Assumed Name (Register No.) _____

Individual

AUTHORIZED SIGNATURE: _____

Printed or typed: _____

TITLE: _____

ADDRESS: _____

DATE: _____

TELEPHONE: _____

When payment on such order or contract is to be directed to the same company at an address different from above, fill in the following address:

The Contractor shall not assign this contract without the approval of the Marion County Board of Commissioners.

* A detailed and certified financial statement shall be submitted by all corporations.

NON-COLLUSION AFFIDAVIT

State of South Carolina
County of Marion

_____ (name of individual), being first duly sworn, deposes and says that:

1. He/She is the _____ (title) of _____ (company name), the proposer that has submitted the attached proposal;
2. He/She is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal;
3. Such proposal is genuine and is not a collusive or sham proposal;
4. Neither the said proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other proposer firm or Person to submit a collusive or sham proposal in connection with the contract for which the attached proposal has been submitted or to refrain from proposing in connection with such contract, or has in any manner, directly or indirectly sought by agreement or collusion of communication or conference with any other proposer, firm or person to fix the price or prices in the attached proposal or of any other proposers, or to fix any overhead, profit or cost element of the proposal price of the proposal of any other proposer or to secure through collusion, conspiracy, connivance or unlawful agreement any advantage against the County of Marion or any person interested in the proposed contract; and
5. The price or prices quoted in the attached proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Signature

Seal

Title

Date: _____

This form must be notarized

SUBSCRIBED AND SWORN TO BEFORE ME,
This _____ day of _____, 20____

Notary Public _____

My Commission Expires: _____

PROPOSER'S CERTIFICATION FORM

To Whom It May Concern:

I have carefully examined the Request for Proposal and any other documents accompanying or make a part of this Request for Proposal.

I certify that all information contained in this proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the company and that the company is ready, willing and able to perform the services if awarded the contract.

I further certify, under oath, that this proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a proposal for the same service; no officer employee or agent of the County of Marion or any other proposer is interested in said proposal; and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

It is distinctly understood that the County reserves the right to reject any or all proposals.

Name of Firm

Federal Tax ID: _____

Authorized Signature

Phone: _____

Printed or Typed Name and Title

Fax: _____

Mailing Address

Email: _____

City/State/Zip Code

Date: _____

(SEAL, if Corporation)

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

The undersigned applicant certifies to the best of his or her knowledge and belief, that he applicant and its principals:

- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal Department or agency;
- (b) have not within a 3-year period preceding this proposal been convicted of or had a valid judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) are not presently indicted or otherwise criminally or civilly charged by a governmental entitle (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- (d) Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

Should the applicant not be able to provide this certification, an explanation as to why should be placed after the assurances page in the application package.

The applicant agrees by submitting the proposal that it will include, without modification, the clause titled "Certification Regarding Debarment, Suspension, in eligibility, and Voluntary Exclusion-Lower Tier Covered Transactions" in all lower tier covered transactions (i.e., transactions with sub- grantees and/or contractors) and in all solicitations for lower tier covered transactions.

_____ (Seal if Corporation)
 Signature

 Title
 Date: _____

NOTARIZE

SUBSCRIBED AND SWORN TO BEFORE ME,
This _____ day of _____, 20____

NOTARY PUBLIC _____

My Commission Expires: _____

CUSTOMER REFERENCES

Please provide, at a minimum, five (5) references at least two (2) of which is **within South Carolina** in which your company has completed. Please use references of comparable projects and government entities.

Agency/Company Name: _____

Street Address: _____

City, State and Zip Code: _____

Contact Name: _____

Contact Phone Number: _____

Date Service Provided: _____

Agency/Company Name: _____

Street Address: _____

City, State and Zip Code: _____

Contact Name: _____

Contact Phone Number: _____

Date Service Provided: _____

Agency/Company Name: _____

Street Address: _____

City, State and Zip Code: _____

Contact Name: _____

Contact Phone Number: _____

Date Service Provided: _____

Agency/Company Name: _____

Street Address: _____

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NON-COLLUSION AFFIDAVIT

State of South Carolina
County of Marion

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3. Such proposal is genuine and is not a collusive or sham proposal;
4. Neither the said proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other proposer firm or Person to submit a collusive or sham proposal in connection with the contract for which the attached proposal has been submitted or to refrain from proposing in connection with such contract, or has in any manner, directly or indirectly sought by agreement or collusion of communication or conference with any other proposer, firm or person to fix the price or prices in the attached proposal or of any other proposers, or to fix any overhead, profit or cost element of the proposal price of the proposal of any other proposer or to secure through collusion, conspiracy, connivance or unlawful agreement any advantage against the County of Marion or any person interested in the proposed contract; and
5. The price or prices quoted in the attached proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Signature

Seal

Title

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I further certify, under oath, that this proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a proposal for the same service; no officer employee or agent of the County of Marion or any other proposer is interested in said proposal; and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

It is distinctly understood that the County reserves the right to reject any or all qualifications.

Name of Firm

Federal Tax ID: _____

Authorized Signature

Phone: _____

Printed or Typed Name and Title

Fax: _____

Mailing Address

Email: _____

City/State/Zip Code

Date: _____

(SEAL, if Corporation)

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- (f) have not within a 3-year period preceding this proposal been convicted of or had a valid judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (g) are not presently indicted or otherwise criminally or civilly charged by a governmental entitle (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
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_____ (Seal if Corporation)
 Signature

 Title
 Date: _____

NOTARIZE

SUBSCRIBED AND SWORN TO BEFORE ME,
This _____ day of _____, 20____

NOTARY PUBLIC _____

My Commission Expires: _____