

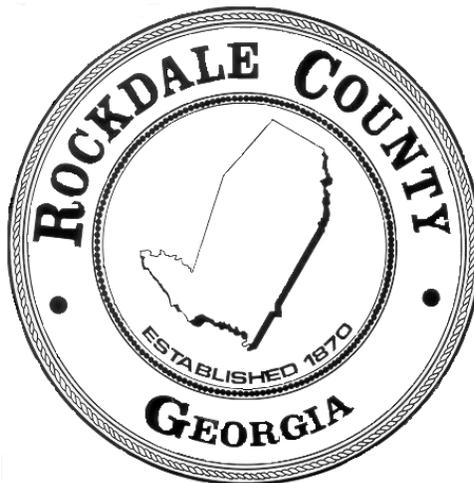
# **REQUEST FOR PROPOSALS**

**No. 22-21**

**ROCKDALE COUNTY, GEORGIA**

**May 18, 2022**

**FOOD SERVICES FOR THE ROCKDALE  
COUNTY JAIL**



**ROCKDALE COUNTY FINANCE DEPARTMENT  
PROCUREMENT OFFICE  
958 Milstead Avenue  
CONYERS, GA 30012  
770-278-7552**

**INTRODUCTION:**

Rockdale County is requesting Competitive Sealed Proposals for the **Food Services for the Rockdale County Jail**. Instructions for preparation and submission of a proposal are contained in this packet. Proposals must be typed or printed in ink.

Rockdale County provides equal opportunity for all businesses and does not discriminate against any person or business because of race, color, religion, sex, national origin, handicap, or veterans' status. This policy ensures all segments of the business community have access to supplying the goods and services needed by Rockdale County.

**PURCHASING CONTACT FOR THIS REQUEST:**

All questions concerning this RFP and all questions arising subsequent to award are to be addressed to the Purchasing Division via email to Meagan Porch, Buyer, at [meagan.porch@rockdalecountyga.gov](mailto:meagan.porch@rockdalecountyga.gov) or the following address:

Rockdale County Finance Department  
Purchasing Division  
Attn: Meagan Porch  
958 Milstead Avenue  
Conyers, GA 30012  
Phone: (770) 278-7557, Fax: (770) 278-8910  
E-mail: [meagan.porch@rockdalecountyga.gov](mailto:meagan.porch@rockdalecountyga.gov)

To maintain a "level playing field", and to assure that all proposers receive the same information, proposers are requested **NOT** to contact anyone other than the contact above until after the award of the contract. Doing so could result in disqualification of the proposer.

**PROPOSAL COPIES FOR EVALUATION:**

Technical Proposal:

Three (3) hard copies, one (1) original hard copy and one Flash Drive in Adobe PDF format will be required for review purposes. *(Original must be clearly marked "Original" and the Copies clearly marked "Copies.")*. Flash Drives that are blank or have incorrect information on them will not be acceptable and may be justification for disqualification. Check your Flash Drive(s) to ensure that they have the appropriate material on it before submitting.

Price Proposal:

One (1) hard copy of the price proposal form is required to be submitted in a separate sealed envelope labeled "Proposal Form".

**CONTRACT TERM:**

The Contract Term will be Twelve Months with an option to renew four (4) additional one-year terms.

Because this contract contains four (4) renewal periods and the price of materials is subject to change from year to year, it is appropriate to allow the Contractor to offer price increases prior to the renewal of the contract for the following year. Therefore, 90 days prior to the end of the contract, the Contractor will advise the County in writing of their desire to renew the contract and will provide the County with an updated price list (this should be the same price list from the original bid with any necessary additions that became evident during the previous year's operations). The County will review the price increases and if necessary, negotiate with the Contractor to finalize pricing. Once both parties have agreed to the contract extension pricing, the County will prepare an Amendment to the original contract outlining the extension period, the new pricing that has been approved by both parties, and any other changes to the contract that become necessary to improve the operational effectiveness of the Agreement.

**DUE DATE:**

Sealed proposals will be received at the Rockdale County Finance Department, Procurement Division, 958 Milstead Avenue, Conyers, GA 30012 no later than **2:00 P.M., local time, Thursday, June 23, 2022.** Proposals received after this time will not be accepted.

**PRE-PROPOSAL CONFERENCE:**

There will be a **MANDATORY** Pre-Proposal Conference held at the **Rockdale County Jail Administration Building, Training Suite, Second Floor, located at 911 Chambers Drive, Conyers, GA 30012, at 10:00 a.m., local time, Wednesday, June 1, 2022.** Any questions and/or misunderstandings that may arise from this RFP may be asked and answered at the pre-proposal conference; however, oral responses are not authoritative. Proposers are encouraged to review the RFP before attending the pre-proposal conference. Questions received after the pre-proposal conference must be submitted in writing to [meagan.porch@rockdalecountyga.gov](mailto:meagan.porch@rockdalecountyga.gov) or at the above address. *Any contractor who intends to submit a proposal is required to attend this meeting.*

**QUESTIONS AND CLARIFICATIONS:**

All questions and requests for clarifications concerning this RFP must be submitted to the Purchasing Division via email to [meagan.porch@rockdalecountyga.gov](mailto:meagan.porch@rockdalecountyga.gov) or at the above address no later than **2:00 p.m., local time, on Thursday, June 16, 2022.** It shall be the proposer's responsibility to seek clarification as early as possible prior to the due date and time. Written responses from the County to the questions it receives will be in an addendum and posted to the County's website at [www.rockdalecountyga.gov](http://www.rockdalecountyga.gov), under Bid Opportunities. Questions or requests for clarifications received after this deadline will not receive a response.

**ADDENDA:**

Answers to questions submitted that materially change the conditions and specifications of this RFP will be issued in an addendum and posted to the County's website at [www.rockdalecountyga.gov](http://www.rockdalecountyga.gov) Bid Opportunities. Any discussions or documents will be considered non-binding unless incorporated and issued in an addendum.

***It is the proposer's responsibility to check the Rockdale County website at [www.rockdalecountyga.gov](http://www.rockdalecountyga.gov), Bid Opportunities for any addenda that may be issued, prior to submitting a proposal for this RFP.***

**QUANTITIES**

The quantities listed in the Proposers Response Schedule are provided as an estimate for proposal purposes. The County will not be obligated to quantities beyond actual needs.

**QUALIFICATIONS OF OFFERORS:**

Proposers must have a current business license from their home-based jurisdiction and provide a copy of that license with the submittal of their proposal response.

Proposals from any offeror that is in default on the payment of any taxes, license fees, or other monies due to Rockdale County will not be accepted.

Any contractor submitting a Proposal must complete the Contractor's Qualification Statement and Questionnaire if provided in this package.

In evaluating Proposals, the County may seek additional information from any contractor concerning such contractor's proposal or its qualifications to construct the Project.

Proposers are to submit at least **three (3) references** from projects with similar experience using the materials and process in this RFP.

### **PROPRIETARY INFORMATION**

Careful consideration should be given before submitting confidential information to Rockdale County. The Georgia Open Records Act permits public scrutiny of most materials collected as part of this process. Please clearly mark any information that is considered a trade secret, as defined by the Georgia Trade Secrets Act of 1990, O.C.G.A. §10-1-760 et seq., as trade secrets are exempt from disclosure under the Open Records Act. Rockdale County does not guarantee the confidentiality of any information not clearly marked as a trade secret.

### **FINANCIAL STABILITY**

The Offeror will provide financial information that would allow proposal evaluators to ascertain the financial stability of the firm.

- If a public company, the Offeror will provide their most recent audited financial report.
- If a private company, the Offeror will provide a copy of their most recent internal financial statement, and/or a letter from their financial institution, on the financial institution's letterhead, stating the Offeror is in good standing with that financial institution.

### **SELECTION PROCESS:**

The Rockdale County Procurement Office and Evaluation Committee makes a recommendation for award. The Board of Commissioners will make the actual award of the contract and has the authority to award the contract to a company different than the company recommended by the Procurement Office and/or Evaluation Committee.

This is a past performance/quality/price trade-off source selection in which competing offeror's past and present performance history and product quality will be evaluated on a basis approximately equal to price. Award will be made to the responsible offeror whose proposal represents the best value after evaluation in accordance with the factors listed below. Rockdale County Board of Commissioners may reject any or all proposals and to waive any technicalities or informalities if such action is in the county's interest.

Rockdale County may evaluate proposals and award a contract without discussions with offerors. Therefore, the offeror's initial proposal should contain the offeror's best terms from a price and technical standpoint. The County reserves the right to conduct discussions if the County later determines them to be necessary.

Proposers will be evaluated based on the following criteria and may be called in for an interview. The County intends to award the contract to the responsible and responsive contractor whose proposal is determined in writing to be the most advantageous to the County taking into consideration all of the evaluation criteria.

## EVALUATION CRITERIA:

The vendor will be selected on the basis of the bidder's written proposal, any requested presentation, and any background information obtained by the Sheriff's Office. Failure to meet minimum requirements will result in the proposal being deemed non-responsive. The Selection Committee will review all proposals and make a final recommendation to the Sheriff and the Rockdale County Board of Commissioners. The selection will be made based on the criteria listed below:

1. **Qualification of Firm** - Review of past performance on Rockdale County projects or other projects of similar nature and complexity as the proposed project; evaluation of client references whether included in the proposal response or not; overall responsiveness to Owner's needs. Evaluation of the overall understanding of the scope of the proposed project; completeness, adequacy, and responsiveness to the required information of the RFP including the vendor's demonstrated expertise in correctional food service; demonstrated ability to comply with ACA Standards for local detention facilities and attain ACA accreditation for food service; anti-theft procedures that shall be implemented to discourage theft and loss; and any exceptions or provisions to the RFP. **(30%)**
2. **Staffing and Qualifications**– Evaluation of proposed levels of staffing and staff qualifications, including the rationale for proposed staffing levels. **(30%)**
3. **Financial Strength** - Financial Stability of the top proposer(s) will be evaluated by the Finance Department in the following areas: Liquidity Ratios (1 point); Financial Leverage Ratios (2 points); Profitability Ratios (1 point); and whether an audited or reviewed Financial Statement is submitted with Proposal (1 point). A maximum of 5 points may be awarded. Proposers who receive a score of 2 points or less will not be considered for award. **(15%)**
4. **Cost** - The proposed price per meal **(25%)**

Each vendor will be ranked on the basis of the selection criteria. After a vendor and bid is selected final negotiations will be conducted. If a satisfactory agreement cannot be reached, negotiations will be conducted another vendor and bid will negotiated until a satisfactory contract can be established or until the Selection Committee determines the rejection of all proposals is in the best interest of the County.

Proposals may be rejected if the instructions and conditions have not been met, if proposals do not satisfy the specifications stated herein, or if requested information is omitted or incomplete. Further, the County reserves the right to reject any or all proposals submitted if it is deemed to be in the best interest of the County. The County also reserves the right to waive any requirements, which, in its sole discretion, are not critical to the contract.

## INTERVIEWS

Interviews may be scheduled. Interviews will be informal and will provide respondents with an opportunity to answer any questions the selection team may have on a submission.

**INSURANCE:**

Before starting any work, the successful contractor must furnish to Rockdale County certificate(s) of insurance from companies doing business in Georgia. The Company shall maintain in full force and effect the following insurance during the term of the Agreement:

Coverages:	Limits of Liability:
Workers' Compensation	Statutory
Employers' Liability	\$1,000,000.00
Bodily Injury Liability	\$1,000,000.00 each occurrence
except Automobile	\$1,000,000.00 aggregate
Property Damage Liability	\$1,000,000.00 each occurrence
except Automobile	\$1,000,000.00 aggregate
Personal & Advertising Injury Limit	\$1,000,000.00
Products / Completed Ops.	\$2,000,000.00 aggregate
Automobile Bodily Injury	\$1,000,000.00 each person
Liability	\$1,000,000.00 each occurrence
Automobile Property Damage	\$1,000,000.00 each occurrence
Liability	
Professional Liability/General Liability	\$1,000,000.00
Excess Umbrella Liability	\$3,000,000.00

All insurance shall be provided by an insurer(s) acceptable to the County and shall provide for thirty (30) days prior notice of cancellation to the County. Upon contract award, Contractor shall deliver to the County a certificate or policy of insurance evidencing Contractor's compliance with this paragraph. Contractor shall abide by all terms and conditions of the insurance and shall do nothing to impair or invalidate the coverage.

Rockdale, GA shall be named as Additional Insured under any General Liability, Business Auto and Umbrella Policies using ISO Additional Insured Endorsement forms CG 2010 or its equivalent. Coverage shall apply as Primary and non-contributory with Waiver of Subrogation in favor of Rockdale County, Georgia.

The insurance carrier must have a minimum rating of A or higher as determined by the rating firm A.M. Best.

Certificates must contain policy number, policy limits, and policy expiration date of all policies. The Request for Proposals (RFP) number and project name must be inserted in the Description of Operations section of the certificate.

Certificates are to be issued to:

Rockdale County, Georgia  
958 Milstead Avenue  
Conyers, GA 30012

**AWARD OF CONTRACT**

The Rockdale County Procurement Office and Evaluation Committee makes a recommendation for award. The Board of Commissioners will make the actual award of the contract and has the authority to award the contract to a company different than the company recommended by the Procurement Office and/or Evaluation Committee.

**ILLEGAL IMMIGRATION REFORM AND ENFORCEMENT ACT OF 2011**

Vendors submitting a Qualification package in response to this RFP must complete the Contractor Affidavit under O.C.G.A. §13-10-91(b)(1) which is provided with the RFP package to verify compliance with the Illegal Immigration Reform and Enforcement Act of 2011.

- A. The form must be signed by an authorized officer of the contractor or their authorized agent.
- B. The form must be notarized.
- C. The contractor will be required to have all subcontractors and sub-subcontractors who are engaged to complete physical performance of services under the final contract executed between the County and the contractor complete the appropriate subcontractor and sub-subcontractor affidavits and return them to the County a minimum of five (5) days prior to any work being accomplished by said subcontractor or sub-subcontractor. Format for this affidavit can be provided to the contractor if necessary.**

**GENERAL INFORMATION**

No proposals received after said time or at any place other than the time and place as stated in the notice shall be considered. No responsibility shall attach to Rockdale County for the premature opening of a proposal not properly addressed and identified.

**WITHDRAWAL OF PROPOSAL:**

A proposer may withdraw his proposal before the proposal due date, without prejudice to the proposer, by submitting a written request of withdrawal to the Rockdale County Procurement Office.

**REJECTION OF PROPOSAL:**

Rockdale County may reject any and all proposals and must reject a proposal of any party who has been delinquent or unfaithful in any formal contract with Rockdale County. Also, the right is reserved to waive any irregularities or informalities in any proposal in the proposing procedure. Rockdale County shall be the sole judge as to which proposal is best, and in ascertaining this, will take into consideration the business integrity, financial resources, facilities for performing the work, and experience in similar operations of the various proposers.

**STATEMENT OF EXPERIENCE AND QUALIFICATIONS:**

The proposer may be required, upon request, to prove to the satisfaction of Rockdale County that he/she has the skill, experience, necessary facilities and ample financial resources to perform the contract(s) in a satisfactory manner and within the required time. If the available evidence of competency of any proposer is not satisfactory, the proposal of such proposer may be rejected. The successful proposer is required to comply with and abide by all applicable federal and state laws in effect at the time the contract is awarded.

**NON-COLLUSION AFFIDAVIT:**

By submitting a proposal, the proposer represents and warrants that such proposal is genuine and not sham or collusive or made in the interest or in behalf of any person not therein named, that the proposer has not directly or indirectly induced or solicited any other proposer to put in a sham proposal, or any other person, firm or corporation to refrain from proposing and that the proposer has not in any manner sought by collusion to secure to that proposer any advantage over any other proposer.

**INTEREST OF:**

By submitting a proposal, the proposer represents and warrants that a Commissioner, Administrator, employee, nor any other person employed by Rockdale County has, in any manner, an interest, directly or indirectly, in the proposal or in the contract which may be made under it, or in any expected profits to arise there from.

**DOCUMENTS DEEMED PART OF THE CONTRACT:**

The notice, invitation to proposers, general conditions, and instructions for proposers, special conditions, specifications, proposal, and addenda, if any, will be deemed part of the contract.

## STANDARD INSTRUCTIONS

1. The instructions contained herein shall be construed as a part of any proposal invitation and/or specifications issued by Rockdale County and must be followed by each proposer.
2. The written specifications contained in this proposal shall not be changed or superseded except by written addendum from Rockdale County. Failure to comply with the written specifications for this proposal may result in disqualification by Rockdale County.
3. All goods and materials shall be F.O.B. Destination Conyers, Georgia and no freight or postage charges will be paid by Rockdale County unless such charges are included in the proposal price.
4. The following number, RFP No. **22-21** must be written clearly on the outside of each proposal envelope in order to avoid prior opening in error.
5. All proposals must be received and in-hand at proposal due date and time. Each proposer assumes the responsibility for having his/her proposal received at the designated time and place of proposal due date. Proposals received after the stated time and date may be subject to rejection without consideration, regardless of postmark. Rockdale County accepts no responsibility for mail delivery.
6. Unless otherwise stated, all proposals submitted shall be valid and may not be withdrawn for a period of 120 days from the due date.
7. Each proposal form submitted must include the name of the business, mailing address, the name, title and signature of the person submitting the proposal. When submitting a proposal to Rockdale County the Proposal Form must be submitted in a separate sealed envelope labeled "Proposal Form".
8. Rockdale County reserves the right to accept a proposal that is not the lowest price if, in the County's judgment, such proposal is in the best interest of the County and the public. The County reserves the right to reject any and all proposals.
9. Telephone, Emailed or Facsimile proposals will not be accepted.
10. No sales tax will be charged on any orders except for contracts that include construction materials being purchased through a third party.
  - i. Federal I.D. #58-6000882
  - ii. Sales Tax Exempt #58-800068K
11. If applicable, completed questionnaires must be signed manually. Rockdale County reserves the right to accept or reject any proposal on the basis of incomplete or inaccurate answers to the questionnaire.
12. If applicable, warranty information shall be provided.
13. Proposers shall state delivery time after receiving order.
14. Proposers shall identify any subcontractors and include an explanation of the service or product that they may provide.

## Scope of Work:

### A. INTRODUCTION:

Rockdale County is issuing this Request for Proposal for the purpose of providing complete food service to inmates, staff, and visitors at the Rockdale County Jail for the Rockdale County Sheriff's Office.

### B. OVERVIEW AND BACKGROUND:

The Rockdale County Jail is a modern detention facility located at 911 Chambers Drive, Conyers Georgia 30012. The Jail facility is designed to house 726 inmates. The contract is for an average daily population of **the current inmate population of approximately 300 – 500 inmates. The number of staff and contractor meals is approximately 60 per day.** The facility operates continuously twenty-four hours per day, three hundred sixty-five days per year. Numbers are included for planning purposes only and are not warranted for accuracy.

### C. GENERAL PROPOSAL INSTRUCTIONS:

1. All documentation submitted as part of or with the proposal becomes the property of Rockdale County and will not be returned.
2. The Contractor shall respond to each requirement outlined in this RFP and in the same format as the RFP. In most instances, it shall be sufficient to affirmatively acknowledge agreement with the stated requirement. In the event the Contractor's proposal differs from the requirements, the difference shall be specifically noted and explained.
3. The Contractor shall be required to comply with all applicable statutes regarding employment discrimination and will be required, as a part of the response, to clarify as follows:
  - a. The Contractor will not discriminate against any employee or applicant for employment because of race, sex, age, color, religion, national origin, or handicap, except where it is a bonafide occupational qualification reasonably necessary to the normal operation of the Contractor.

### D. TERMINATION OF CONTRACT:

The contract, mutually agreed upon and entered into between the County and the selected Contractor, may terminate upon any of the following conditions:

1. **Suspension of Jail Operation:**  
Should the governing authority responsible for the Jail cease operation of the institution for any reason, the contract shall become void at the option of the County.
2. **Termination of Contract for Non-Performance:**  
The County may terminate the contract resulting from this solicitation at any time the Contractor fails to carry out the contract provisions, or, if in the opinion of the Sheriff or designee, the performance of the contract is unreasonably delayed, or the Contractor is violating the contract conditions. The County shall provide the Contractor with notice of any conditions that are hindering Contractor's performance. If, after such notice, the Contractor fails to remedy such conditions within a reasonable time, not to exceed three (3) consecutive days, the County may, in writing and at its option, terminate the contract

without further notice to the food service Contractor and order the contractor to stop work immediately and vacate the premises.

**3. Termination/Disagreement as to Cost:**

Meal cost may only be adjusted on the yearly anniversary dates of the contract and adjustments shall be based upon the Consumer Price Index and particular line items titled "Food", and "Food, Feed, & Beverage" of the Consumer Price Index (CPI) or similar indicator of inflation approved by the County. The amount of any proposed increase along with supporting data shall be submitted by the Contractor, in writing, to the Jail by March 15th during the current term of this agreement and during any subsequent term for which it may be renewed. The County may accept, reject, or negotiate with the Contractor. In the event that an acceptable agreement cannot be reached or if the County declines to approve the increase, the contract shall automatically terminate on the anniversary date of such term.

**4. Limitation of Local Debt:**

In accordance with O.C.G.A. 36-60-13 (a) and Article 9, Section 5, Part I of the Georgia Constitution (1983), this contract shall terminate absolutely and without further obligation on the part of the County at the close of the initial term of this contract and at the close of each succeeding term for which it may be renewed.

**5. Lack of Funding:**

In accordance with O.C.G.A. 36-60-13 (b) (1) this contract will terminate immediately and absolutely at such time as appropriated funds and otherwise unobligated funds are no longer available to satisfy the obligations of Rockdale County.

**E. DEFAULT:**

Should the contractor at any time fail to comply with the conditions of the contract, fail to complete the required work, fail to furnish the required meals, or fail to supply the labor, materials, equipment, supervision and other things required of it in sufficient quantity and of required quality to perform the work with the conformity and diligence required, then in any such event, each of which shall constitute a default, the County shall have a right after providing contractor with notice of default and allowing contractor the opportunity to cure such default within three (3) consecutive days to exercise any one or more of the following remedies if the contractor fails to satisfactorily remedy such default:

1. Within the time stipulated in the contract, to purchase in the open market and deduct additional costs associated therewith from any money due or to become due the Contractor;
2. Complete or have completed the work, at the expense of the Contractor;
3. Call upon the surety to perform in accordance with the bond; and
4. Recover from the Contractor all losses, damages, penalties and fines, and reasonable attorney's fees incurred by the County by reason or result of the Contractor's default.

**F. PROPOSAL FORMAT:**

**1. Cover Letter**

Prepare and submit a cover letter of transmittal. Include the name, address, and telephone number of the primary representative to be contacted regarding your proposal.

**2. Current Customers:**

Provide a complete list of customers for whom food service is currently provided. This list shall contain a contact person's name and phone number along with a brief description of the size and scope of services provided. If the account is a correctional facility, note whether or not the operation is National Commission on Correctional Health Care (NCCHC), or American Correctional Association (ACA) accredited.

**3. References:**

Provide a list of five (5) references (including company name, contact person, address, and current telephone number) for which the company has performed services that are similar in nature and scope to Rockdale County's request.

**4. Staffing Plan:**

Submit a detailed staffing plan for the food service operation including a brief rationale. Specifically, this plan shall identify the number of positions, shifts, duties, and qualifications of the personnel who will be employed in each job classification. A suggested, but not required, minimum-staffing plan by position, duty, and schedule is provided as Recommended Minimum Staffing Requirements. Any proposed variations to the suggested plan shall be thoroughly explained and justified.

- A. The staffing proposal submitted by the selected Contractor will become part of the final contract and the Contractor will be required to maintain said level of staffing. Failure to maintain the required staffing levels shall constitute a material breach of the Food Service Agreement. Failure to meet the accepted minimum staffing during the designated time periods shall constitute default on the part of the Contractor.
- B. The Rockdale County Jail will utilize inmate labor for the purpose of plating inmate meals, cleaning inmate food trays, and general cleaning of the kitchen. Inmates are forbidden from preparing food. A Jail employee will handle supervision of inmate labor for security purposes, but the Contractor will be required to provide proper training as to appropriate food handling and cleaning methods and supervision in the performance of these duties.

**4. Litigation/Violations:**

Provide a listing of all litigation in which the company was a party during the last five (5) years and any judgments during the last three (3) years. Provide a list of any health and safety violations for which the company has been sited over the past five (5) years.

**5. Financial Stability**

Provide a copy of the company's two (2) most recent audited financial reports.

**G. OPERATIONAL REQUIREMENTS:****1. Regulations:**

The Contractor shall agree to comply with all statutes, ordinances, regulations, and requirements of federal, state, and local governing bodies applicable to the management/operation of this food service contract. This shall include obtaining and paying for all applicable licenses.

**2. Inspections by the County:**

The Sheriff or designated representative shall make facility inspections 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 advance written approval of the Sheriff or designee.

**3. Inspections by Health Agencies:**

The Contractor shall maintain kitchen facilities in such a condition that inspections by County and State health agencies achieve satisfactory or higher ratings. The Sheriff or designee reserves the right to inspect the kitchen facility for cleanliness and operation. Such inspections shall result in a written documentation of any deficiencies and the Contractor shall be provided a reasonable time frame for correcting said deficiencies.

**4. Licenses and Permits:**

The Contractor will secure and pay for all federal, state, and local licenses, permits, and fees required for the operation of food service to include employment taxes, provided for hereunder. The Contractor shall also be responsible for paying any sales/use taxes and/or personal property taxes on Contractor equipment, which are imposed upon the operation.

**5. Pricing/Invoicing for Meals:**

The Contractor will submit an invoice to the County on the first working day of each week, covering the preceding week, 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 one (1) year. The Contractor shall provide, at the standard cost per meal, meals conforming to special religious requirements; physician ordered specifications or religious times/holidays. The price per meal agreed upon in subsequent renewal terms of the contract shall be guaranteed for one (1) year.

**6. Food Service Supplies and Food Products:**

The Contractor shall provide all consumable supplies, paper, plastic, sacks, Styrofoam clamshell meal trays, reusable plastic cups, flexible spoons.

and food products that are required for the food service operation and delivery to the inmates. The type of meal tray used is at the discretion of the Jail Commander or designee.

All such purchases shall be made in the Contractor's name. The County reserves the right to request that a sample of all or certain specific items be submitted prior to contract execution. All items must be approved by the Jail Commander. The contractor will be required to keep a record of non-consumable items provided by them and submit this list and any modifications to the Jail Commander within 72 hours prior to the proposed change.

**7. Sanitation:**

The Contractor shall be responsible for cleanup of the kitchen, the staff dining area, and any other area within the detention facility in which food is provided by the Contractor for special events. The Contractor shall provide all supplies/materials needed for sanitation and cleanup in the kitchen. The Contractor will be responsible for transporting all garbage and trash from the kitchen to the designated trash collection pickup area as determined by the Jail Commander. Garbage and trash will be deposited in the designated receptacle after each meal and not left in the kitchen areas, hallways, and loading dock area. The Rockdale County Jail elects to use inmate labor and such labor shall be provided to the Contractor for the purpose of sanitation, food service area clean-up, trash disposal and the plating-up of meals. The Contractor shall, however, be responsible for the cleaning of all small wares. Small wares are interpreted to mean any cutlery, silverware, serving utensils, and cooking utensils. The utilization of inmate labor does not, however, relieve the Contractor from their responsibility to cleanup food service areas. It shall remain the responsibility of the Contractor to meet all health standards and

sanitation required in the food service operation. The Contractor shall not utilize flammable cleaning products.

**8. Health of Vender Staff:**

The Contractor will ensure that all employees assigned to duty at the Jail shall have appropriate health screening which must also include a Purified Protein Derivative (PPD - Tuberculosis) test prior to employment by the Contractor with a copy of the results maintained on site. If the employee tested positive, the employee will not be allowed to enter the facility until treated and/or tested for tuberculosis.

**9. Equipment:**

The Contractor shall return the food service premises and equipment to the County at the expiration of this contract. Both the premises and the equipment shall be in good working condition, except for that which 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 Contractor without negligence on the part of the Contractor or its employees and providing that all damages and losses are reported to the County immediately upon discovery. A semi-annual inventory shall be submitted to the Jail Commander for all items covered by this paragraph. The County will pay for needed repairs caused by normal wear and tear. The County, at no charge to the Contractor, will replace equipment which in the opinion of the County has exceeded its useful life. If it is determined by the Sheriff or designee that the equipment used by the Contractor is found not to be in working order, due to other than fair wear and tear, the Contractor will be liable for the maintenance or replacement cost of the applicable equipment. The decision as to the suitability of the replacement shall be determined by the Sheriff or designee after consultation with the Contractor. The Contractor shall provide an inventory of all kitchen equipment and utensils to the Jail Commander prior to taking over responsibility for the operation of the kitchen. The inventory shall note any discrepancies found in the equipment and will be signed and dated by the Food Service Manager. The Jail Commander may elect to have a designated individual accompany the Contractor when the inventory and equipment evaluation is conducted.

**10. Records:**

The Contractor will keep full and accurate records of sales, meal counts and all other records in connection with food services for a minimum of three years. A copy of said records shall be supplied to the Jail Commander or designee on a monthly basis, on the first working day of the subsequent month or as required by the Jail Commander or designee. Records of substitutions shall include the items and portion sizes, the reason for the substitution and verification that a dietician has been consulted when appropriate. In addition, all records relating to the food service operation at the Rockdale County Jail shall be available for auditing by the County at any time during regular working hours.

**11. Inventory:**

For security purposes, the Contractor shall carefully control and supervise the use of kitchen utensils. The Contractor agrees that all knives and kitchen utensils shall be counted and locked for safe keeping in accordance with policy and procedures provided to the Contractor by the Rockdale County. When out of locked storage, all knives will be attached to a cable secured to fixed kitchen furniture. Inventory shall be taken daily by the Contractor with the absence of any knives, or other utensils immediately reported to the Jail Commander or designee.

**12. Meal Service under unplanned circumstances:**

The Contractor will be required to provide food service in the event of lockdowns, riots, severe weather conditions, fire, power failure, labor strikes, ice storms, acts of God, or other events that would cripple the normal operations of its detention facilities, at no additional cost to the County.

At a minimum, the Contractor must maintain an on-premises inventory sufficient to prepare and serve five (5) days of scheduled meals. The Contractor will be required to submit a County-approved contingency plan that will address this requirement within thirty (30) days of contract execution.

**13. Keys:**

The Contractor is responsible for control of keys obtained from Rockdale County and the security of those areas for which the keys are given. The Contractor shall be responsible for immediately reporting to the Jail Commander or designee, all facts relating to any loss of keys or losses incurred as a result of break-ins to those areas. No keys to any part of the facility may be duplicated. All keys will be provided by the Rockdale County and made available at the beginning of the shift and turned in at the end of the shift. No keys shall leave the facility.

**14. Additional Services:**

The Contractor shall agree to provide any additional food services as mutually agreed upon between the County and the Contractor.

**J. FOOD REQUIREMENTS**

**1. Standards and Dietary Guidelines:**

In compliance with the minimum standards for local jails established by the American Correctional Association (ACA) and the National Commission on Correctional Healthcare (NCCHC), a Registered Dietician shall approve all meals. All meals served shall be in compliance with minimum dietary guidelines set by the ACA and the NCCHC. A semi-annual review will be conducted by a registered dietician in respect to any changes in nutritional standards with suggestions made to the Jail Commander or designated representative as to what meal items need to be changed. The Contractor will be required to submit a semi-annual review, conducted by a registered dietician for all approved meals served at this facility to the Jail Commander at a minimum of twice per year.

**2. Meal Preparation:**

The Contractor shall warrant that all meals will be served in a manner that makes them nutritious, wholesome, palatable, and visibly pleasing. The Jail Commander or designee shall, in their sole discretion, determine the Contractor's compliance or non-compliance with this provision. If the Jail Commander or designated representative determines the meal does not meet the aforementioned requirements, then the meal shall be provided at no cost to the County. Such discretion shall not be unreasonably exercised. If exercised, the decision shall be reduced to writing and include a detailed description as to why the meal was rejected.

**3. Meal Schedule:**

No more than fourteen (14) hours shall pass between the dinner and breakfast meals. The meal schedule is at the discretion of the Jail Commander and is subject to change upon reasonable notice. Contractor shall provide three full, nutritionally balanced meals each day at a regularly scheduled times as follows:

Breakfast ("HOT" MEAL)	Start: 5:00 AM
Lunch ("SACK" MEAL)	Start: 11:00 AM
Dinner ("HOT" MEAL)	Start: 4:00 PM

In addition, meals shall be made available for inmates who are not present at the facility when meals are scheduled to be service. This includes inmates assigned to work details, offsite for court, late "book-ins" or transport reasons or inmates received at the facility within two hours of the meal is scheduled to be served.

**4. All meals are prepared in the facility's equipped kitchen.**

**5. Raw Food:**

- a. The following are the minimum specifications for raw food; higher but not lower grades can be purchased. Contractor will use commodities as much as possible.
- b. Beef, Veal and Lamb shall be of at least USDA Choice.
- c. Ground Beef-utility or better, not to exceed 25% fat.
- d. Poultry shall be of at least USDA Grade A.
- e. Canned fruits and vegetables shall be of at least USDA Grade C.
- f. Frozen fruits and vegetables shall be of at least USDA Grade B.
- g. Fresh produce shall be of at least USDA No. 2.
- h. Dairy products shall be of at least USDA Grade A.
- i. Eggs shall be of at least USDA Grade A Medium.
- j. Frozen fish and seafood must be a nationally distributed brand, packed under continuous government inspection, USDA Grade A.

**6. Commodities:**

Contractor agrees to assist the Rockdale County in securing surplus food items when minimum quality standards are satisfied and when costs of a given surplus item are less than that available to the Contractor. If surplus food is used, the Contractor agrees to fully utilize all appropriate surplus food commodities obtained by Rockdale County from the US Department of Agriculture. Commodities should not be used in calculating meal prices. The difference between the cost of the commodities received for each month and current market cost for such commodities shall be applied as a credit and applied to the next invoice to Rockdale County. Contractor shall follow all record keeping requirements of the USDA for purchasing surplus food.

**7. Meal Standards:**

All Meals shall meet current Recommended Dietary Allowances (RDA) requirements. Menus shall provide an average of 2,900 calories per day. Food will be served fresh, in a reasonable variety and at appropriate temperatures. Portion sizes shall be specified on the proposed menus as serving (cooked) weight unless otherwise specified. A "Dead-Man's Tray" will be kept on every meal for Seventy-two hours.

**8. Food Inventory:**

Contractor shall be responsible for purchasing and receiving all food necessary for preparation of each meal in sufficient quantity to meet the needs of inmates and staff during the period of the contract. The Contractor must maintain, at a minimum, a 5-day supply of foodstuffs on site. All inventories shall be rotated regularly, and the Contractor shall ensure that the food items are not served after the manufacturer's expiration date. Contractor shall retain ownership of such inventory.

**9. Meal Counts:**

The Rockdale County Jail will order inmate meals, staff meals, special diet meals and sack meals. However, the Contractor shall prepare sufficient additional meals in the event of newly arrived inmates.

**10. Pre-plating:**

Meals shall be portioned on trays in the kitchen and placed in a cart in the staging area. Inmate workers will deliver the carts with trays and beverages to the housing units. If the pre-plating is

done by inmate workers, it shall be under the direct supervision of food service staff.

**11. Jail Staff Meals:**

The Contractor will include two options for staff meals upon mutual agreement with the Jail Commander. A combination of these options may be used. Option 1, seven days per week the Contractor will offer a short order staff menu for selection of at least five mutually agreed upon food items and include a beverage for each meal served. Option 2, the Contractor will provide a mutually agreed upon buffet style hot meal for staff daily. There is approximately one hundred and twenty (120) full time staff at the facility. Staff meals shall be charged at a different rate than inmate meals. Bidders shall indicate the type of service proposed for the staff.

**12. Sack Meals:**

Contractor shall provide sack lunches as needed. Sack lunches can be ordered for staff and/or inmates that cannot eat during regular mealtimes anytime the kitchen is open. Sack lunches will consist of, at minimum, two sandwiches, 1 piece of fruit, chips or similar item, desert, and a beverage. Contractor shall vary sack meal items to avoid repetition. Contractor shall submit a sample one-week sack meal menu with the proposal. The average sack meals will be determined.

**13. Menu Cycle:**

The menu cycle will be four (4) weeks minimum and will be submitted for Rockdale County Jail approval at least 30 days in advance. Contractor shall submit, as part of its proposal, the proposed menu cycles to be served. The contracting officer reserves the right to request that the order of the menu be rearranged, and that like or similar items be substituted if the need shall arise or if commodity is available. A dietician shall review the contents of all menus to ensure their proper nutritional balance.

**14. Recipes:**

Where combination foods are on the menu, the Contractor shall have a file containing the recipe that provides the list of ingredients and their quantities; also, the number of servings and the size of each serving. Recipes for the Menus shall be maintained on-site.

**15. Substitution:**

Any substitution to the established menus shall be verified in advance with a dietician to determine the appropriateness of those substitutions.

**16. Special Diets meals:**

The Contractor shall provide special medical, religious, and vegetarian diets at no additional charge. Special medical diets will be provided at the prescription of the contracted medical provider for the facility. An Alternative Safety Diet will be provided upon prescription by medical. This diet shall be served three times a day for the time specified. Snacks provided with the meal are to be included in the price per meal. A dietician shall review the contents of such meals to ensure their proper nutritional balance.

**17. Holiday/Spirit Lifter Meals:**

The Contractor is expected to provide, at no additional charge, a minimum of five (5) Holiday/Spirit Lifter Meals annually. These special meals will include Easter, Thanksgiving, Christmas, and New Year's. The menu must be submitted to the Jail Commander at least five (5) days prior for approval. A copy of the proposed menus is to be included in the Proposal.

**18. Special Event Meals:**

The Contractor shall provide catered meals for special events as designated by the Sheriff or

designee with no less than seventy-two (72) hours' notice. The cost per meal shall be mutually agreed upon by the Contractor and the County.

**19. Quality of Meals:**

Should the contractor supply a meal that is considered to be unsatisfactory by the below-enumerated standards, the meal will be at no cost to the County. A meal will be considered to be unsatisfactory when it is not served at the proper temperature, the portion amount is not as agreed to in the contract, the service of the meal is unreasonably delayed due to actions or inaction by the contractor or their representatives, or any combination of these conditions. The determination of whether a meal is satisfactory is at the sole discretion of the Jail Commander or designee.

**20. Quality of Food Products:**

The Jail reserves the right to reject any food items which do not comply with the standards set forth in the RFP and subsequent contract.

No food will be prepared other than as stated in the contract unless otherwise approved, in advance and in writing, by the Jail Commander or designated representative.

The Contractor is required to furnish fresh coffee for the facility staff on a twenty-four (24) hour basis.

Any questions regarding this RFP, including any discrepancies, must be submitted in writing to the Rockdale County Finance Department, Purchasing Division to [meagan.porch@rockdalecountyga.gov](mailto:meagan.porch@rockdalecountyga.gov) prior to the deadline for questions.

**K. CONTRACTOR STAFFING REQUIREMENTS:**

All employees of the Contractor who will work in the Jail must have background clearance by the Jail prior to beginning work in the facility. All employees of the Contractor must comply with the Jail written policy and procedures relating to facility security/safety. In the event that the Contractor becomes aware of an incident relating to an employee, that the Contractor has a reasonable suspicion will affect the safety and security of the institution, the Contractor has a duty to immediately inform the Jail Commander or designated representative.

1. The on-site Food Service Director shall provide a full-time properly trained Food Service Director with at least 12 months of experience in institutional food service management. The Contractor shall submit a resume of the proposed Food Service Director as a part of its proposal. The Food Service Director proposed by the Contractor shall be assigned to the Rockdale County Jail for the full term of the contract unless:
  - a. The Food Service Director is no longer employed by the Contractor.
  - b. The Sheriff or the Jail Commander requests that the Contractor remove the Food Service Director; or
  - c. It is mutually agreed that the Food Service Director shall be removed. In the event the Food Service Manager is replaced, the Jail Commander must approve the replacement prior to their assuming the role.
2. The Contractor shall assign a minimum of one Food Service Director and four Food Service Managers to oversee and supervise all aspects of the food service operation. Actual staffing shall be in accordance with the approved staffing plan in response to Recommended Minimum Staffing Requirements.

3. The Rockdale County Jail reserves the right to deny entrance, to the Jail, to any food service personnel. Such approval shall not be unreasonably withheld.
4. Food service personnel will present a neat, clean, and appropriately groomed appearance. A clean uniform, consisting of a shirt, hat/hair net, and food service gloves shall be provided to all food service personnel by the Contractor, and will be worn in the food preparation areas. Other appropriate non-uniform clothing is permitted as to pants, etc.

**L. RECOMMENDED MINIMUM STAFFING REQUIREMENTS:**

NOTE: If proposed staffing is less than this model suggests, the Contractor must justify, in writing, why and how the lower staffing will meet the requirements of the contract.

**1. FOOD SERVICE DIRECTOR (ONE):**

- a. The Food Services Director will have a minimum of twelve months experience as in institutional food service management. The Food Service Director will work on-site a minimum of forty (40) hours per week or five (5) days per week.
- b. The Food Service Director will oversee compliance with all requirements of the contract regarding meal preparation and handle the response to any and all inmate grievances related to food service within the time determined by the County. The Food Service Director will not function as a relief food service manager in this facility.

**2. FOOD SERVICE MANAGER (FOUR):**

- a. The food service managers have a minimum of twelve months experience in a jail or correctional facility. The shift supervisors will each work a minimum of forty (40) hours per week.
- b. There will be a minimum of one (1) food service manager on duty in the kitchen at all times when the kitchen is open. The manager coordinating the production, serving of the meal, ensuring that proper temperatures, portions, and weights are correct; that diet load sheets are followed; that the proper ingredients are used; the product has an acceptable taste and all other requirements of this RFP regarding meal preparation and service.

**SCHEDULE: FULL-TIME STAFF**

<b>TITLE</b>	<b>NUMBER OF STAFF</b>
FOOD SERVICE DIRECTOR	1
FOOD SERVICE MANAGER	4
<b>TOTAL FULL-TIME STAFF REQUIRED FOR FACILITY</b>	<b>5</b>

**M. ADDITIONAL INFORMATION:**

The Contractor may include any additional information in their proposal they deem important and pertinent to the RFP. Any additional information should be clearly identified and may be included in an appendix.

**N. RESPONSIBILITY OF THE COUNTY:**

The Rockdale County Jail and/or County shall be responsible for and provide:

1. Accurate and timely counts for the number of meals to be served to inmates 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. The County shall provide a business telephone line to the Contractor 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 the removal of trash and garbage from the trash bin adjacent to the loading dock area or otherwise designated bin.
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, wall and ceiling surfaces and pest control. The exceptions to this are for periods or situations beyond the control of the Rockdale County Jail as stated in paragraph 2.1 of the Contract (Sample) – Food Service Agreement.
6. Adequate preparation, storage, and holding equipment including maintenance for said equipment. The Contractor shall be responsible for signing for the food received from the delivery truck and for accountability of food items received. The Contractor shall be responsible for the food items, upon delivery to the kitchen dock area, for storage elsewhere in the facility.
7. Security, control, and limitation of inmate movement in, to, and from the food service area however; the Sheriff's Office, Sheriff's deputies, employees, or agents shall not be responsible for any injuries; damages; sickness; diseases; emotional stress or trauma; harassment; or loss of income to Contractors property or personnel, agents, or Contractors as a result of riots; escape attempts; escaped inmates; fights; jail take-overs; or criminal acts of inmates during the term of this Agreement and for a period of four (4) years immediately following the termination of this Agreement.
8. Maintenance of kitchen appliances and equipment, except for routine cleaning and maintenance required because of use by Contractor outside normal wear and tear.

**AGREEMENT FOR FOOD SERVICES FOR  
ROCKDALE COUNTY JAIL**

*Note: This contract is a sample only and the County has the right to amend, if deemed necessary.*

THIS AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by and between Rockdale County, Georgia, a political subdivision of the State of Georgia, having its place of business at 962 Milstead Avenue, Conyers, GA 30012 (hereinafter referred to as "County") and \_\_\_\_\_, a \_\_\_\_\_ company qualified to conduct business in the State of Georgia, having its principal place of business at \_\_\_\_\_ (hereinafter referred to as "Vendor Name").

**WITNESSETH:**

1. **GRANT:** County and Contractor hereby agree that Contractor shall provide meals for the inmates, staff and visitors of the Rockdale County Jail (the "Jail"), which shall include the furnishing of nutritious, wholesome, and palatable food in accordance with the terms of this Agreement, the Request for Proposals No. 22-\_\_\_\_ (the "RFP"), and the proposal (the "Contractor's Proposal") dated \_\_\_\_\_ and submitted by Contractor in response to the RFP, which RFP and Contractor's Proposal are attached hereto and by this reference incorporated herein. The meals shall meet all nutritional standards imposed by the U. S. Bureau of Prisons, the American Correctional Association Standards, and any standards required by federal, state, or local laws and regulations.

2. **OPERATIONAL RESPONSIBILITIES:**

A. **Facilities and Equipment:** County agrees at its expense to provide Contractor with adequate preparation kitchen facilities at the Jail, completely equipped and ready to operate with adequate heat, lighting, ventilation and all other utilities. County will provide local intercom business telephone service to Contractor at no charge. This telephone shall be used only for local service business-related calls. Should Contractor desire local service personal and other non-business-related calls or long-distance calls, whether business or personal, a separate telephone not connected to the Jail system shall be installed at Contractor's expense.

County will furnish building maintenance services for the premises and shall make all kitchen equipment repairs. County will furnish and maintain an adequate inventory of service ware, reusable meal trays, glassware, pots, pans, and utensils at the Jail. Contractor shall purchase and maintain an adequate supply of all consumable supplies, paper, plastic, sacks, Styrofoam clamshell meal trays, reusable plastic cups and flexible spoons for the food service operation and delivery to the inmates. The type of meal tray used is at the discretion of the Jail Commander or designee.

B. **Food Products and Supplies:** Contractor shall purchase and pay for all food products and supply inventory required to furnish the meals provided for hereunder. All such purchases shall be made in Contractor's name. The products purchased for use in the meal preparation facilities will remain the property of Contractor. All items must be approved by the Jail Commander. Contractor will be required to keep a record of non-consumable items provided by them and submit this list and any modifications to the Jail Commander within 24 hours of the change.

C. **Sanitation:** Contractor will be responsible for cleaning and housekeeping in the food preparation, service, and storage area, and will, on a continuing basis, maintain high standards of sanitation, in accordance with federal, state, and local laws and regulations. The Contractor shall provide all supplies/materials needed for sanitation and cleanup in the kitchen.

Contractor shall meet all County sanitary standards and codes for meal preparation.

The County will be responsible for extermination services and removal of trash and garbage from the designated trash collection areas.

- D. Personnel: Contractor shall provide expert administrative, dietetic, purchasing, equipment consulting, personnel advice, and supervision to meet all Jail medical food related requirements. All food service personnel will be employees of the Contractor.

County retains the right to thoroughly investigate any current or prospective Contractor employees assigned to the Jail. Such employees must pass a security clearance and submit to activity control by the County. No Contractor employee will be permitted to work in the facilities without clearance from the County.

- E. Equal Employment Opportunity: Contractor agrees that it shall not discriminate against any employee or applicant for employment, hire, tenure, terms, conditions, or privilege of employment or any matter directly or indirectly related to employment, because of race, color, religion, sex, sexual preference, national origin, physical or mental handicap where not relevant to the job, height, weight, age, marital status, or other criteria made illegal by State or Federal Law or County policy. In addition, Contractor agrees to take affirmative steps to ensure that applicants are employed, and that employees are treated during employment without regard to the criteria listed above. Any breach of this provision may be regarded as material breach of this Agreement.

- F. Health Examinations: Contractor shall cause its employees assigned to duty at the Jail to submit to periodic health examinations, including screening for Purified Protein Derivative (PPD - Tuberculosis) test prior to employment, at least as frequently and as stringently as required by law, regulation, and policy, and to submit satisfactory evidence of compliance with all health laws, regulations, and policies to County upon request, but no more frequently than annually. If the employee tested positive, the employee will not be allowed to enter the facility until treated and tested for tuberculosis.

- G. Insurance: Contractor shall furnish to the County a certificate of insurance, as stipulated in the RFP, in a form acceptable to County, certifying that Contractor carries Professional Liability, Worker's Compensation, and General Comprehensive (including product's liability insurance affording coverage for both bodily injury and property damage) in such amounts as are acceptable to County.

Contractor maintains and shall continue to maintain insurance during the performance of this Agreement.

Contractor agrees to protect, indemnify, save, and hold harmless the County, its officers, directors, and employees against any and all claims, cause of actions, demands or losses arising out of any negligent acts or omissions by Contractor in connection with Contractor performance of this Agreement.

- H. Statutes: It is mutually agreed that each party hereto will comply with all federal, state, and local laws, statutes, lawful ordinances, regulations, and requirements applicable to their activities hereunder. County will provide adequate physical security at all times for Contractor management, employees, suppliers and other authorized visitors.

- I. Return of Equipment: Contractor shall return to County at the expiration of this Agreement, the kitchen premises and all equipment furnished by 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 other disaster, and except to the extent that said equipment may have been stolen by persons other than employees of Contractor without negligence on the part of Contractor or its employees.
- J. License Fees, Permits and Taxes: Contractor shall secure and pay all Federal, State, and local licenses, permits, and fees required for the provision of the meals, provided 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 subject to a sales or similar tax which has not been collected by Contractor, such taxes as then or as may be assessed will be the responsibility of County and County agrees to reimburse Contractor, therefore.

### 3. FINANCIAL AGREEMENTS AND TERMINATION:

- A. Contractor shall submit to County on the first day of every week, for the preceding week, an invoice for meals provided hereunder. The price per meal, utilizing inmate labor for sanitation, delivery of meals, traying up meals, and putting up stock, is as follows and shall be guaranteed for the first year of the contract:

<b>Inmate Population</b>	<b>Price per Meal</b>
300 – 325	\$
326 – 350	\$
351 – 375	\$
376 – 400	\$
401 – 425	\$
426 - 450	\$
451 - 475	\$
476 – 500	\$
501-525	\$
526-550	\$
551-575	\$
576-600	\$
601-625	\$
626-650	\$
651-675	\$
676-700	\$
	\$
<b>Cost Per Meal</b>	
<b>Staff Meal Cost, if different</b>	\$
<b>Cost Per Meal with Double Entrée</b>	\$
<b>Cost of Snack (not included in a meal)</b>	\$

- B. Contractor will also provide the following for the price per meal listed:

1. A Food Service Director and four (4) full time Food Service Managers (one manager on duty at all times when kitchen is open) needed to provide meals hereunder; Contractor will increase personnel as needed for coverage and security at the rate of \$\_\_\_\_\_ per meal only with the approval of the County. Said personnel shall be Serve Safe Certified.
2. Payment of all fringe benefits for the Contractor employees;
3. Payment of all permits, license and insurance costs;
4. Uniforms and name tags for all Contractor employees;
5. Purchase of all food products and other supplies required to provide the meals hereunder; and
6. Preparation and serving of proposed menu to staff, inmates and visitors of the Rockdale County Jail.

This effective date of this Agreement shall be \_\_\_\_\_, 2022 and shall be for twelve (12) months, and with the agreement of both parties in writing may be automatically renewed for four (4) additional one (1) year periods. The annual increase beyond the first year will be negotiated by the parties prior to the exercise of the renewal term.

Cancellation of this Agreement may be instituted by either party giving written notice of a minimum of ninety (90) days prior to the requested termination date.

Unless written notice is provided at least thirty (30) days prior to the end of the contract year in which the contract would expire, the contract will automatically renew pursuant to the terms and conditions stated herein.

- C. Contractor shall invoice County on the first day of every week, for the preceding week. Original invoice(s) must be submitted to:

Rockdale County Finance Department  
P.O. Box 289  
Conyers, GA 30012  
Reference Contract No. 2022-\_\_\_\_\_

Such Payment shall be sent to the address listed on the invoice.

Payment is to be made no later than thirty (30) days after submittal of undisputed invoice.

- D. Contractor agrees to provide additional meals as mutually agreed upon at prices mutually agreeable.
- E. Contractor agrees to make the fullest use of the USDA donated commodities when they are available, wholesome, and appropriate for menu purposes.

Contractor reserves the right to refuse acceptance of any commodities, which are contaminated or in excessive amounts.

The utilization of USDA donated commodities is subject to the following requirements:

1. Contractor will properly handle, store, and prepare all commodities.
2. A weekly inventory shall be taken of all commodities by Contractor. The report shall include for each USDA donated commodity, the commodities on hand at the beginning of

the week, the quantity lost 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. Contractor shall credit to the County's weekly invoice the USDA market value of each commodity item used for the week, less shipping and handling charges actually incurred.
  5. All commodity records, including inventory, offering forms and commodity receipts, will be kept by Contractor for a period of not less than one (1) year from the close of the fiscal year to which they pertain at the facilities kitchen or at Contractor's office in Philadelphia, Pennsylvania. At the end of the contract year, commodity records will be turned over to the County.
4. **ACCESS AND RECORDS:** Contractor shall keep full and accurate accounts of sales and meal count records in connection with the meals covered by this Agreement. All such records shall be retained by Contractor for a period of two (2) years at Contractor's Corporate Office in Philadelphia, Pennsylvania, and may be audited by County at any time during regular working hours.
  5. **INDEPENDENT CONTRACTOR STATUS:** The parties do hereby acknowledge that Contractor is retained to provide the services set forth in this Agreement as an independent contractor, and in no way shall the employees, agents or officers of Contractor be considered employees of County.
  6. **INCORPORATION OF PROPOSAL:** In addition to the rights, duties and responsibilities set forth in this Agreement, Contractor shall perform its duties in accordance with the Proposal for County by Contractor dated December 13, 2016, and County's Request for Proposal (RFP) No.16-36 (excluding the provisions in the Sample Food Service Contract). Wherever any of the terms and conditions set forth in Contractor's Proposal, County's Request for Proposals, or this Agreement conflict or are inconsistent, the parties agree that the conflict or inconsistency shall be resolved by applying the following order of document precedence:
    1. This Agreement,
    2. County's Request for Proposals,
    3. Contractor's Proposal.
  7. **DAMAGES:** In the event of a breach of this Agreement by either party hereto resulting in damages to the other party that party may recover from the party breaching the Agreement any and all damages that may be sustained. In no event will either party be liable to the other party for any loss of business, business interruption, consequential, special, indirect, or punitive damages.
  8. **GOVERNING LAW:** This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia.
  9. **NOTICES:** Any notices to be given under this Agreement by either party to the other may be affected by personal delivery in writing or by registered or certified mail, postage prepaid and return receipt requested. Mailed notices shall be addressed to the parties as follows:

To County:                      Rockdale County Finance Department – Purchasing Division  
    Attention Tina Malone, Purchasing and Procurement Manager  
    958 Milstead Avenue  
    Conyers, GA 30012  
    Phone: 770-278- 7552  
    Email – [tina.malone@rockdalecountyga.gov](mailto:tina.malone@rockdalecountyga.gov)

With a copy to:           Rockdale County Sheriff's Office  
 Attention: \_\_\_\_\_  
 Jail Commander  
 911 Chambers Drive  
 Conyers, Georgia 30012

To Contractor:           Vendor Name  
 Attn: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 Phone: \_\_\_\_\_  
 Email: \_\_\_\_\_

10. **MUTUAL CONSENT TO CHANGE OF DUTIES:** The duties of Contractor may be changed from time to time by the mutual consent of the parties hereto. Any such change of duties shall be documented in writing and signed by both of the parties hereto. Notwithstanding any such change, the duties of Contractor shall be construed as continuing under this Agreement as modified.
11. **ASSIGNMENT:** Contractor shall have no right to transfer or assign its interest in this Agreement without the prior written consent of an authorized representative of the County.
12. **CORPORATE AUTHORITY:** Contractor represents to the County that this Agreement, the transaction contemplated in this Agreement, and the execution and delivery hereof, have been duly authorized by all necessary corporate proceedings and actions, including, without limitation, the action on the part of the directors. The individual executing this Agreement on behalf of Contractor warrants that he or she is authorized to do so and that this Agreement constitutes the legally binding obligation of the corporation.
13. **WAIVER:** No action taken pursuant to this Agreement shall be deemed to constitute a waiver by the party taking such action of compliance with any representation, warranty, covenant or agreement in this Agreement. The waiver by any party of a breach of any provision or condition contained in this Agreement shall not operate or be construed as a waiver of any subsequent breach or of any other conditions.
14. **SEVERABILITY:** If any provision of this Agreement or application to any party or circumstances shall be determined by any court of competent jurisdiction to be unenforceable to any extent, the remainder of this Agreement or the application of such provision to such person or circumstances, other than those as to which it is so determined invalid or unenforceable, shall not be affected thereby, and each provision hereof shall be valid and shall be enforced to the fullest extent permitted by law.
15. **INTERPRETATION:** Should any provision of this Agreement require a judicial interpretation; the parties agree that the body interpreting or construing this Agreement will not apply the assumption that the terms of this Agreement will be more strictly construed against one party by reason of the rule of legal construction that an instrument is to be construed more strictly against the party which itself or through its agents prepared the Agreement. The parties acknowledge and agree that they and their agents have each participated equally in the negotiation and preparation of this Agreement.
16. **VENUE & JURISDICTION:** The County and Contractor, by entering into this Promissory Note, hereby agree that the courts of Rockdale County, Georgia shall have jurisdiction to hear and determine any claims or disputes between them pertaining directly or indirectly to this Agreement. Contractor expressly submits and consents in advance to such jurisdiction in any action or proceeding commenced in said courts. The choice of forum set forth in this section shall not be deemed to preclude the bringing of any action by the County or the enforcement by the County of any judgment obtained in such forum in any other appropriate jurisdiction. Further, the Contractor hereby waives the right to assert the defense of forum non-conveniens and the right to challenge the venue of any court proceeding.

- 17. **BINDING EFFECT:** This Agreement shall be binding upon Contractor and its successors and permitted assigns.
- 18. **FURTHER ASSURANCES:** Contractor agrees to execute, acknowledge, seal and deliver, after the date of this Agreement, without additional consideration, such further assurances, instruments and documents, and to take such further actions, as the County may reasonably request in order to fulfill the intent of this Agreement and the transactions contemplated by this Agreement.
- 19. **ENTIRE AGREEMENT:** This Agreement, its attachments and essential documents represent the entire understanding of the parties with regard to the subject matter of this Agreement. There are no oral agreements, understandings, or representations made by any party to this Agreement that are outside of this Agreement and are not expressly stated in it. No supplement, modification, or amendment of this Agreement will be binding unless executed in writing by all parties.

By signing this Agreement, the parties acknowledge that they have read each and every page of this Agreement before signing same and that they understand and assent to all the terms thereof. In addition, by signing this Agreement, the parties acknowledge that they are entering into this Agreement freely and voluntarily and under no compulsion or duress. For purposes of executing this Agreement and any Change Orders, electronic/scanned/photocopied signatures shall be as valid as the original.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their duly authorized representatives, the day and year first above written.

VENDOR NAME

ROCKDALE COUNTY, GEORGIA

By: \_\_\_\_\_

By: \_\_\_\_\_

Osborn Nesbitt, Sr., Chairman

\_\_\_\_\_  
Name & Title (Typed or Printed)

\_\_\_\_\_  
Federal Tax I.D. Number

Witness:

Attest:

\_\_\_\_\_  
Jennifer Rutledge, Executive Director  
& County Clerk

Approved as to form:

\_\_\_\_\_  
M. Qader A. Baig, County Attorney

# PROPOSAL FORM – RFP #22-21

Instructions: Complete all THREE parts of this bid form.

## PART I: Proposal Summary

Complete the information below. If you wish to submit more than one brand, make a photocopy of this Proposal Form.

1.	<b>Cost Per Meal</b>	\$
2.	<b>Staff Meal Cost – If Different</b>	\$
3.	<b>Cost Per Meal with Double Entrée</b>	\$
4.	<b>Cost of Snack (Not Included in a Meal)</b>	\$
5.		\$
6.		\$

## PART II: Addenda Acknowledgements (if applicable)

Each vendor is responsible for determining that all addenda issued by the Rockdale County Finance Department – Purchasing Division have been received before submitting a bid.

Addenda	Date Vendor Received	Initials
"1"		
"2"		
"3"		
"4"		
"5"		
"6"		

## PART III: Vendor Information:

Company Name	
Address	
Telephone	
E-Mail	
Representative (print name)	
Signature of Representative	
Date Submitted	

## **CONTRACTOR'S QUALIFICATION STATEMENT AND QUESTIONNAIRE**

**NAME OF PROPOSED CONTRACTOR:** \_\_\_\_\_

### **I. INSTRUCTIONS**

- A. All questions are to be answered in full. If copies of other documents will answer the question completely, they may be attached and clearly labeled. If additional space is needed, additional pages may be attached and clearly labeled.
- B. The owner, Rockdale County, Georgia, its agents and representatives, shall be entitled to contact each and every reference listed in response to this questionnaire, and each entity referenced in any response to any question in this questionnaire. By completing this questionnaire, the contractor expressly agrees that any information concerning the contractor in possession of said entities and references may be made available to the owner.
- C. Only complete and accurate information shall be provided by the contractor. The contractor hereby warrants that, to the best of its knowledge and belief, the responses contained herein are true, accurate, and complete. The contractor also acknowledges that the owner is relying on the truth and accuracy of the responses contained herein. If it is later discovered that any material information given in response to a question was provided by the contractor, knowing it was false, it shall constitute grounds for immediate termination or rescission by the owner of any subsequent agreement between the owner and the contractor. The owner shall also have and retain any other remedies provided by law.
- D. The completed form shall be submitted with contractor's proposals.
- E. This form, its completion by the contractor, and its use by the contractor, and its use by the owner, shall not give rise to any liability on the part of the owner to the contractor or any third party or person.

### **II. GENERAL BACKGROUND**

- A. Current address of contractor: \_\_\_\_\_  
\_\_\_\_\_
- B. Previous Name or address of contractor: \_\_\_\_\_  
\_\_\_\_\_
- C. Current president or CEO and years in position: \_\_\_\_\_
- D. Number of permanent employees: \_\_\_\_\_
- E. Name and address of affiliated companies: \_\_\_\_\_  
\_\_\_\_\_

### **III. FINANCIAL STATUS**

- A. Please attach financial statements for the past three years for which they are complete. If such

statements are not available, please furnish the following information:

1. LAST COMPLETE FISCAL YEAR:

- A. Revenues (Gross) \_\_\_\_\_
- B. Expenditures (Gross) \_\_\_\_\_
- C. Overhead & Admin (Gross) \_\_\_\_\_
- D. Profit (Gross) \_\_\_\_\_

2. YEAR PRIOR TO "1" ABOVE:

- A. Revenues (Gross) \_\_\_\_\_
- B. Expenditures (Gross) \_\_\_\_\_
- C. Overhead & Admin (Gross) \_\_\_\_\_
- D. Profit (Gross) \_\_\_\_\_

3. YEAR PRIOR TO "2" ABOVE:

- A. Revenues (Gross) \_\_\_\_\_
- B. Expenditures (Gross) \_\_\_\_\_
- C. Overhead & Admin (Gross) \_\_\_\_\_
- D. Profit (Gross) \_\_\_\_\_

**B. BANKRUPTCIES**

1. Has the Contractor, or any of its parents or subsidiaries, ever had a Bankruptcy Petition filed in its name, voluntarily or involuntarily? (If yes, specify date, circumstances, and resolution).

\_\_\_\_\_  
 \_\_\_\_\_

2. Has any Majority Shareholder ever had a Bankruptcy Petition filed in his/her name, voluntarily or involuntarily? (If yes, specify date, circumstances, and resolution).

\_\_\_\_\_  
 \_\_\_\_\_

**C. BONDING**

1. What is the Contractor's current bonding capacity? \_\_\_\_\_

2. What is the value of the Contractor's work currently under contract? \_\_\_\_\_

**IV. COMPANY EXPERIENCE – SIMILAR PROJECTS**

A. List three projects of reasonably similar nature, scope, and duration performed by your company in the last five years, specifying, where possible, the name and last known address of each owner of those projects:

**Project #1:**

Name and Address: \_\_\_\_\_

Date of Project:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Type of Project:

\_\_\_\_\_

Contract Price:

\_\_\_\_\_

Owner contact info:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Architect/Engineer contact info:  
(if applicable)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Project #2:**

Name and Address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date of Project:

\_\_\_\_\_

Type of Project:

\_\_\_\_\_

Contract Price:

\_\_\_\_\_

Owner contact info:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Architect/Engineer contact info:  
(if applicable)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Project #3:**

Name and Address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date of Project:

\_\_\_\_\_

Type of Project:

\_\_\_\_\_

Contract Price:

\_\_\_\_\_

Owner contact info:

\_\_\_\_\_

Architect/Engineer contact info:  
(if applicable)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**V ARBITRATIONS, LITIGATIONS, AND OTHER PROCEEDINGS**

Has your company been involved in any construction arbitration demands filed by, or against, you in the last five years? \_\_\_\_\_

Has your company been involved in any construction-related lawsuits (other than labor or personal injury litigation) filed by, or against, you in the last five years? \_\_\_\_\_

Has your company been involved in any lawsuits, proceedings, or hearings initiated by the National Labor Relations Board or similar state agency in the past seven years? \_\_\_\_\_

Has your company been involved in any lawsuits, proceedings, or hearings initiated by the Occupational Safety and Health Administration concerning the project safety practices of the Contractor in the last seven years? \_\_\_\_\_

Has your company be involved in any lawsuits, proceedings, or hearings initiated by the Internal Revenue Service, or any state revenue department, concerning the tax liability of the Contractor (other than audits) in the last seven years? \_\_\_\_\_

Have any criminal proceedings or investigations been brought against the Contractor in the last ten years? \_\_\_\_\_

If you answered yes to any of the questions above, please identify the nature of the claim, the amount in dispute, the parties, and the ultimate resolution of the proceeding (attach documentation if needed):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**VI COMMENTS**

Please list any additional information that you believe would assist the Owner in evaluating the possibility of using the Contractor on this Project. You may attach such additional information as an Exhibit to this Statement and Questionnaire.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I certify to the Owner that the information and responses provided on this Questionnaire are true, accurate and complete. The Owner, or its designated representative, may contact any entity or reference listed in this Questionnaire. Each entity or reference may make any information concerning the Contractor available to the Owner, or its designated representative.

Contractor:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

Sworn to and subscribed before me  
This \_\_\_\_\_ day of \_\_\_\_\_

\_\_\_\_\_  
Signature

Notary Public

My Commission Expires:

## SUBCONTRACTORS

Instructions: Type or clearly print all information.

NAME, ADDRESS, & PHONE NUMBER OF SUBCONTRACTOR	SUBCONTRACT WORK ITEM	DOLLAR VALUE OF SUBCONTRACT WORK
1.		
2.		
3.		
4.		
5.		
6.		

Representative's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## BIDDER'S CHECKLIST

\_\_\_\_\_ **THREE (3) HARDCOPIES (One Original, Two Photocopies) and ONE FLASH DRIVE (containing a copy in Adobe PDF format) of the following documents: all documents shall be fully completed, signed, and dated:**

\_\_\_\_\_ **Proposal Form (See Page 28)**

\_\_\_\_\_ **Contractor's Qualification Statement & Questionnaire (See Pages 29 – 33)**

\_\_\_\_\_ **Subcontractors (See Page 34)**

\_\_\_\_\_ **Any Proposed Deviations from the Required Specifications, Including Necessary Explanations and Conditions**

\_\_\_\_\_ **Proof of Business License**

**The purpose of this checklist is to remind bidders of the documents generally required for the bid submittal. It is the bidder's responsibility to include additional documents requested in the bid that may not be shown on the checklist.**