

York County, Maine
Request for Proposal for Food Services for York County Jail

SOLICITATION TITLE	RELEASE DATE
Food Service	March 25, 2016
CLOSING DATE AND TIME	PROCUREMENT CONTACT
Friday, May 13, 2016 at 3:00 p.m. (EST)	Lt. Colonel Michael Vitiello, Jail Superintendent

On behalf of the Board of County Commissioners and Sheriff of York County, Maine, the York County Jail is issuing this Request for Proposal (RFP) for the purpose of selecting a qualified contractor to provide food service for the York County Jail.

Written comments (and questions) are due no later than 2:00 p.m., Monday, April 18th, 2016, and should be sent to Lt. Colonel Michael B. Vitiello via e-mail at: mbvitiello@co.york.me.us , with a copy to Administrative Secretary, Kelly Burnham at kjburnham@co.york.me.us .

Email questions should be plainly labeled “Questions for Food Services RFP”. Written answers will be provided through an addendum to be mailed or sent via email to all contractors.

Bidder should submit one **(1) clearly marked original, three (3) hard copies, as well as one (1) electronic copy of the entire proposal.** Proposals must be submitted by the proposal closing date and time. All Bid Submission sheets must be completed and returned with proposal.

**PROPOSALS MUST MEET THE FOLLOWING REQUIREMENTS TO BE CONSIDERED VALID.
PROPOSALS WILL BE REJECTED IF NOT IN COMPLIANCE WITH THESE REQUIREMENTS.**

1. Proposals must be received in the **Jail Superintendent’s Office, York County Jail, One Layman Way, Alfred, Maine 04002** by the date and time of proposal closing indicated above. **NO late proposals will be accepted. NO faxed proposals will be accepted. NO electronically mailed proposals will be accepted.**
2. Proposals must meet all specifications, terms and conditions of this Request For Proposal (RFP).
3. The bidder’s proposal **MUST** be manually signed in ink and returned by the proposal closing date and time along with any other requirements as specified in the RFP in order to be considered for an award.
4. Proposals must be in a sealed envelope and marked **“Food Services RFP - Response”**.
5. A proposal may not be altered after opening. The proposal must stay in effect for one hundred twenty (120) days after the closing.
6. A tour of facility may be scheduled for interested vendors upon their request. Requests should be sent via e-mail to Lt. Colonel Michael Vitiello at: mbvitiello@co.york.me.us , with a copy to Administrative Secretary, Kelly Burnham at kjburnham@co.york.me.us . Tours **MUST** be scheduled during normal business hours and must occur **no later than Monday, April 11th**.
7. All Vendors must submit a Bid Bond in an amount sufficient to cover ninety (90) days of food service for both inmates and staff, based upon an inmate population of 250 and 25 staff per meal (275 meals x 3 meals per day x 90 days = 74,250 meals covered by Bond).

SCOPE: These standard conditions and terms of the Request for Proposal (RFP) and acceptance apply in like force to this inquiry and to any subsequent contract resulting there from.

EXECUTION: Proposals must be typewritten and signed in ink by the bidder. Erasures and alterations must be initialed by the bidder in ink. No telephone, facsimile or voice proposals will be accepted. Failure to comply with these provisions may result in the rejection of the proposal.

PAYMENT: Payments made by York County will be in check form authorized by York County Commissioners and issued from the office of the York County Treasurer.

COLLUSIVE BIDDING: The bidder's signature on submitted proposal is a guarantee that the prices quoted have been arrived at without collusion with other eligible bidders and without effort to preclude York County from obtaining the lowest possible competitive price.

SPECIFICATIONS: Bidders must submit a proposal in accordance with the terms and conditions in this Request for Proposal.

ALTERNATE TERMS AND CONDITIONS: York County, at its sole discretion, may entertain alternative terms and conditions which deviate from the Request for Proposal Requirements. Alternative terms and conditions may be considered if overall contract performance would be improved but not compromised, and if they are in the best interest of York County. Alternative terms and conditions must be submitted with the proposal and must be clearly identified and detailed in such a way that allows such deviations to be fully evaluated. Alternative terms and conditions are discouraged and unless explicitly accepted by York County, are deemed to be rejected.

NOTE: Bidders must submit a bid for the menu contained within this RFP. Alternative menus and pricing may be submitted at the bidder's discretion. Alternatives shall be clearly labeled as such.

INSURANCE: The successful bidder shall provide a certificate of insurance indicating, (1) adequate Workers Compensation insurance; (2) Public Liability insurance in an amount of not less than \$1,000,000 for injuries including accidental death to any person and subject to the same limit to each person in an amount of not less than \$3,000,000 where more than one person is involved in any one accident; and (3) Property Damage insurance in an amount not less than \$500,000; and naming York County as an additional insured.

AWARD: All purchases, leases, or contracts which are based on competitive proposals will be awarded according to the provisions in the Request for Proposal. York County reserves the right to reject any or all proposals, wholly or in part, or to award to multiple bidders in whole or in part. York County reserves the right to waive any deviations or errors that are not material, do not invalidate the legitimacy of the proposal, and do not improve the bidder's competitive position. All awards will be made in a manner deemed in the best interest of York County.

PERFORMANCE AND DEFAULT: York County reserves the right to require a performance bond from the successful contractor, as provided by law, without expense to York County. Otherwise, in case of default of the contractor, York County may contract the service from other sources and hold the contractor responsible for any excess cost occasioned thereby.

NONDISCRIMINATION: In accordance with applicable Federal and State laws, Contractor agrees that they nor any of their subcontractors shall discriminate against any employee or applicant for employment, with respect to hire, tenure, terms, conditions or privileges of employment because of race, color, religion, sex, disability, national origin or any other "non-merit" factor. Breach of this provision shall be regarded as a material breach of contract. The contractor shall insert a similar provision in all subcontracts for services to be covered by any contract resulting from this Request for Proposal.

DRUG POLICY: Contractor certifies that it maintains a drug free work place environment to ensure worker safety and workplace integrity. Contractor agrees to provide a copy of its drug free workplace policy at any time upon request by York County.

II. SCOPE OF THE REQUEST FOR PROPOSAL

A. SCOPE

York County, Maine is issuing this Request for Proposal (RFP) to obtain bids from qualified businesses to enter into a contract for food services for the York County Jail (Y CJ) located at One Layman Way, Alfred, Maine, 04002. The contractor will be responsible for all requirements and successful performance of this contract.

B. CONTRACT PERIOD

The term of this Agreement shall be three (3) years commencing at the breakfast meal on August 1st, 2016. This Agreement may be extended for an additional two (2) two-year terms by written notice to the Contractor by the County prior to the expiration of the original term. Only the County may renew this Agreement and such renewal is not subject to conditional agreement or acceptance by the Contractor. Failure of the Contractor and County to agree on any modifications to the specifications, requirements or pricing per meal to be paid to the Contractor will be cause for termination or non-extension of the contract without creating any liability for or damages against the county.

C. PERFORMANCE BOND

The selected Vendor shall, after award but prior to start up, establish and maintain a Performance Bond in amount sufficient to cover ninety (90) days of food service for both inmates and staff, based upon an inmate population of 250 and 25 staff per meal, serving three (3) meals per day. The bond will guarantee that the selected contractor will enter into an agreement/contract with York County, and will insure the faithful performance of the contract. The contractor will be required to submit the performance bond within ten (10) calendar days after written notification of award.

D. LITIGATION BOND

The County reserves the right to require any Vendor that files a protest of an award to submit a litigation bond in the amount equal to one percent of the lowest bid submitted or \$5,000, whichever is greater. The entire amount of the bond shall be forfeited if it is determined that the protest was filed for frivolous or improper purpose, including but not limited to: the purpose of harassing, causing unnecessary delay, or needless expense for the County or any other Vendor. All litigation bonds shall be made payable to the County of York. In lieu of a bond, the protester may submit a cashier's check or certified check payable to the County of York. Cashiers or certified checks will be deposited with and held by the County. If it is determined that the protest has not been filed for frivolous or improper purpose, the bond or deposit shall be returned in its entirety.

D. INQUIRIES

Any explanation desired by a bidder regarding the meaning or interpretation of any Request for Proposal provision must be submitted in writing no later than **2:00 p.m., Monday, April 18th, 2016** to the York County Jail Superintendent listed below and clearly marked "Questions for Food Services RFP". Questions may be sent via email or facsimile to:

Lt. Colonel Michael Vitiello
Jail Superintendent
York County Sheriff's Office
One Layman Way
Alfred, Maine 04002
mbvitiello@co.york.me.us

Revisions to this RFP or answers to questions concerning this RFP will be issued as addendum. RFP addendum will be distributed to all contractors who were sent this RFP. Addendum shall become part of this RFP and part of any contract resulting from this RFP.

II. SCOPE OF THE REQUEST FOR PROPOSAL

F. CONTRACT ADMINISTRATION

The York County Jail Superintendent will administer the contract and address any problems with delivery, payment, credit, etc. Invoices will be sent directly to the York County Jail.

G. PRIME CONTRACTOR RESPONSIBILITIES

The contractor will be required to assume responsibility for all contractual services offered in this proposal whether or not the contractor performs them. Further, the County will consider the contractor to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the anticipated contract. If any part of the work is to be subcontracted, responses to this proposal shall include a list of subcontractors, including business name and address, telephone number, contact person and complete description of work to be subcontracted. The County reserves the right to approve or disapprove subcontractors at the time of award and throughout the contract period and to require the contractor to replace subcontracts found to be unacceptable.

H. CANCELLATION

1. York County may terminate the contract at any time if the contractor fails to carry out the terms, or fails to make substantial progress toward the fulfillment of the contract obligations. Substantial Progress will be defined by York County as significant improvement of service of delivery of service to allow a reasonable belief that the Contractor can satisfy the contract. York County will maintain the sole and exclusive right to judge and determine what constitutes or does not constitute Significant Progress.
2. In such event, York County shall provide the contractor with thirty (30) days written notice of conditions which endanger contract performance. If after such notice, the contractor fails to remedy these conditions, York County may send a certified letter to the contractor for immediate cancellation of the contract. In such event, York County would receive the performance bond in its entirety.
3. The contract may be terminated by either party prior to the end of the contract period by providing ninety (90) days written notice.

I. SCHEDULE OF EVENTS

	ACTIVITY	DATE/TIME
1	Release date for Request for Proposal	March 25, 2016
2	Last day to request and participate in site walk through	Monday, April 11, 2016
2	Last day and time to submit written comments / questions	2:00 p.m., Monday, April 18 2016
3	York County responds to written comments / questions through RFP Addendum to be sent to all prospective bidders.	April 26, 2016
4	Proposal Due Date	2:00 p.m., EST, May 13, 2016
5	Contract start date	August 1 st , 2016

III. PROJECT DESCRIPTION AND SCOPE OF WORK

- A. **Introduction:** York County is requesting proposals from firms for providing comprehensive food preparation and management services for the York County Jail, located at One Layman Way, Alfred, Maine, 04002. Services include, but are not limited to, the management, procurement, preparation and delivery of all food to inmates, staff members and the periodic provision of specialty and holiday meals. Firms responding to this RFP must have a proven and verifiable record of providing food services with a comparable size and scope of operations.

The Average Daily Population (ADP) of the jail in calendar year 2015 was 231. The ADP of the jail may increase to 298. Staff meal counts may be as high as 18 breakfast, 35 lunch, and 30 dinner.

- B. **Definitions:** The following terms used in this Request for Proposals (RFP) shall, unless the context indicates otherwise, have the meanings set forth below:

ACA Standards means the Standards for Adult Local Detention Facilities published by the American Correctional Association (Fourth Edition, June 2004) as hereafter supplemented or amended.

Contractor means the Proposer awarded the contract to manage food services for the York County Jail.

Food Services means all management of activities and personnel, procurement of food and supplies and the production and delivery of meals, pursuant to the conditions of this RFP.

Inmate means male and female offenders detained at the York County Jail.

NCCHC means the National Commission on Correctional Health Care.

NCCHC Standards means the Standards for Health Care in Jails published by NCCHC (January 1997), as heretofore or hereafter supplemented or amended.

Operating Standards means all applicable federal, state and local laws, rules, codes, regulations, Court Orders and ACA and NCCHC Standards, as any of the same may be supplemented or amended and those rules, regulations, policies, procedures and ordinances reasonably made applicable to Contractor by York County. If any of the Operating Standards are in conflict with each other or with this RFP, the more stringent shall apply, as reasonably determined by York County.

Project Manager means the person appointed by the Jail Superintendent who will be the official liaison between York County and the successful contractor on all matters pertaining to this solicitation and subsequent agreement.

Proposer means any individual, corporation or other entity responding to this RFP with a written proposal.

Service Commencement Date means the first day that the Contractor begins preparing and serving meals at the York County Jail.

- C. **Meals:** The Contractor shall serve inmate meals on the schedule currently in use by the York County Jail (Breakfast 0600, Lunch 1100 and Dinner 1600) or as modified due to the operational needs of the York County Jail.

Inmate meals include at least one (1) hot meal per day and bagged meals for inmates who are unable to receive one or more of the meals that day due to work assignments or other operational issues, seven (7) days per week. Currently, meals are delivered to inmates and staff in the jail through a tray service.

There are no juvenile offenders confined at the York County Jail.

The Contractor shall ensure that a sample tray ("ghost tray") for each inmate meal is dated and maintained for no less than Seventy-two (72) hours.

Bagged meals, replacing a normal meal for regular inmates, shall consist of two (2) sandwiches containing luncheon meat, the appropriate condiments (mustard, mayonnaise, etc.), one (1) serving of fruit, either one (1) bag of chips (potato, corn, etc.) or one (1) wrapped cake-like dessert and one (1) 8 oz. fruit juice or fruit flavored drink.

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The Contractor shall have the capacity to provide 30 bagged meals per day, to include, but not limited to, events such as:

- Bagged meals for inmates who have not been able to partake of one or more hot meals
- Inmates working on work crews
- Inmates at Work Release who will carry a bagged meal to work
- Inmates going to court

E. **Menus:** Contractor **MUST PROVIDE** pricing in response to the menu referenced by this RFP (see attachment).

Contractor **MAY PROVIDE** with proposal submittal, alternate sample menus for five (5) consecutive weeks (35 days) for the following categories:

1. 2,700 calorie diets for standard inmate population
2. Cold bagged lunches and snack bags

All Alternate menus must provide for the following mandatory criteria:

4. Chicken Quarters (may include bone) are to be served once per week. Chicken may not be fried.
5. There shall be no deep fat fried foods served to inmates or staff.
6. Hamburgers or cheeseburgers are to be served once per week. The product used must be 90% ground beef and 10% soy, with a fat content not to exceed 20%.
7. Two (2) hotdogs (no pork) with hotdog buns are to be served once per week.
8. Turkey breakfast patties are to be served at least once per week at breakfast.
9. Half-pints of 1% milk with additional Vitamin A are to be served once (1) per day with breakfast as a beverage.
10. Dinner beverage may consist of sweetened iced tea or vitamin-fortified fruit drink (see item #17).
11. Vegetable, potato, and rice portions served are to be a minimum of one-half cup per serving.
12. Menu is to provide a minimum of seventy (70) grams of protein per day.
13. No organ meat or pork products are allowed.
14. Soy products may be used. Soy use must be clearly indicated on the menu.
15. 100% imitation cheese is not allowed.
16. Fruit juice shall be 35% concentrated juice, unsweetened.
17. Fruit drinks should be fortified with Vitamin C and should be 10% concentrated juice.
18. Menu shall provide no less than two (2) servings (1-cup each) of vegetables per day, excluding potato, pasta or rice.
19. Menu should provide 25 – 35 grams of fiber per day. Raw vegetables may be used to provide additional fiber.
20. Casserole entrees shall be not less than a ten (10) ounce serving, with a minimum of two (2) ounces of meat per serving.
21. Menus shall use ground turkey, diced turkey, turkey ham, turkey sausage, and sliced turkey for all menu items instead of pork, ham or sausage, and reasonably substituted ground beef.
22. Types of desserts that are to be served include frosted cakes (yellow, vanilla, chocolate), cobblers (apple, cherry, peach), cookies (two (2) medium per serving), and fruit.

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23. Substitutions to the approved menu must be of equal quality to the item for which they are substituted. Prior to substitution, except in emergency situations or equipment failure, Contractor must provide Project Manager with a written explanation of every food substitution that needs to be made.
24. The contractor shall not provide individual servings of butter, margarine, etc. with the meal.
25. Each day's menu will not exceed 30% of calories as fat.
26. Contractor shall propose a new inmate menu for review by Project Manager each October. Contractor shall have the option of including a "Manager's Choice" meal once a week with prior approval from Project Manager.
27. The same menu shall be served to the entire inmate population and staff, with the following exceptions:
 - Medical diets specified by the Jail Superintendent or Medical Director of the York County Jail.
 - Religious diets as approved by the Jail Superintendent or Chaplain.
 - Inmates participating in the Work Release program.

Provide details in your proposal regarding the "as served" portion size of each menu item. No more than fourteen (14) hours shall pass between the dinner and breakfast meals.

Bidder shall provide medical, religious, and special management diets at no additional charge. Medical diets, including special management diets, shall be ordered and approved by a physician or designee. The Programs Director or Chaplain with the Project Manager's approval shall order religious diets. Proposers shall submit a sample of their diet handbook with their bid.

Prior to commencement of service, all menus shall be approved by the Contractor's Registered Dietician and may be reviewed by a dietician selected by York County. The menu must be evaluated quarterly by the Contractor's Registered Dietician and the Project Manager and formally re-approved annually by the Contractor's registered Dietician and the Project Manager. All menu evaluations will be at the Contractor's expense.

Responses for the menu contained within this RFP (YCJ's menu) and any alternate menu being proposed must include an "item-by-item" nutritional analysis and summary. In addition, each weekly cycle must include a summary nutritional analysis.

- F. **Special Meals, Holiday Meals & Catered Events:** Contractor shall include in their proposal their policies for serving special meals, holiday meals and special catered events with potential menus and holidays identified. All such meals will be provided at the contract rate. A minimum of six (6) holiday / spirit lifter meals will be provided annually for inmates, including New Year's Day, Easter, Memorial Day, Independence Day, Thanksgiving, and Christmas.

Catered meals for special events may be requested as designated by the Jail Superintendent. The cost per catered meal shall be mutually agreed upon in writing, by the Contractor and the Project Manager.

Note: The vendor will be required to provide up to two-thousand dollars (\$2,000) per contract year of catered food that must be invoiced at vendor's acquisition cost of food products and serving materials (i.e. no "mark-up" for labor, profit and overhead).

- G. **Food Inventories:** Food inventories purchased by the Contractor are the property of the Contractor and the Contractor is responsible for any loss, damage, or spoilage. The Contractor shall be responsible for receiving all goods at the loading dock. The Contractor shall be responsible for the supervision of inmates receiving, unloading and storing food and related items. Contractor shall monitor the movement of products in and out of the food service areas to avoid all conflicts with York County Jail operations. York County shall have the right to inspect all items, packages, containers, etc. entering or leaving the facility.

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Contractor shall include in their proposal details for incorporating any free federal or state commodities that will be used to offset the price per meal during the contract period. Said commodities value shall be equal to fair market wholesale value and offsetting price commodities shall be declared to the Project Manager on a monthly basis. Declaration shall include the type of commodity, amount of commodity by weight or volume, wholesale price per unit, and total wholesale value. Declaration shall also describe the operating expenses due to use of said commodities.

- H. **Physical Inventory:** The Contractor shall, on a weekly basis, take a physical inventory of food and supply items and that inventory shall be made available to the Project Manager. Food storage spaces available at the York County Jail kitchen facility will be available for inspection upon request.
- I. **Disposables/Consumables:** The Contractor shall furnish all disposable and consumable items at his own expense. This includes, but is not be limited to: all cleaning and dishwashing chemicals, paper goods, plastic goods, gloves, hair nets, face/beard nets, sacks and other consumable items used in the Contractor's operation.
- J. **Food Delivery and Service:** Contractor shall provide all staff and management for the jail food service program. This includes any needed equipment, not currently provided by York County Jail, to ensure proper preparation, delivery, management and compliance with established food service standards. The delivery of food shall be on a schedule provided by the York County Jail. The jail will be responsible to transport food from the kitchen to the serving location. The Contractor shall ensure the delivery of food at established temperatures consistent with code and other requirements. The Contractor shall monitor and document minimum and maximum food temperatures at inmate/staff serving location. Food shall be delivered to the serving location at temperatures prescribed by ACA Standards.

Bidder shall detail in proposal procedures for providing safe, sanitary and secure food service management, to include supervision of inmate labor, and internal security of products and equipment available to inmates. Inmates will be provided as required by the Contractor, subject to the approval of the Jail Superintendent. The Contractor will provide with their proposal, a work schedule and job descriptions for all inmate staff, including the number of inmates required per shift. Such personnel will be utilized for the preparation of food, delivery of meals, and general sanitation and cleaning. The Contractor agrees to train and supervise all such personnel, subject to the overall control of York County. Provide in the proposal details as to the training to be provided to the inmates and job descriptions.

- K. **Equipment and Facilities:** Ownership of equipment provided for use to the Contractor by the York County shall remain the property of the York County. Equipment to be supplied to the contractor will be available for inspection during the pre-proposal conference. Within ten (10) days of the start of the contract the Contractor and the Project Manager or designee shall conduct a complete inventory of all equipment supplied to the contractor. The Contractor shall take all reasonable and prudent measures necessary to ensure that equipment is properly used and maintained. The Contractor shall report all equipment problems to the Project Manager immediately upon becoming aware of the problem(s).

Contractor shall ensure that temperature logs are maintained for each refrigerator and freezer on a daily basis.

Contractor may be asked to obtain equipment on behalf of the County, at the County's expense. In these instances, the equipment must be invoiced at vendor's acquisition cost, which may include shipping charges from the equipment vendor (i.e. no "mark-up" for labor, profit and overhead).

- L. **Safety and Sanitation:** The Contractor will be responsible for all disposable cleaning supplies, including, but not limited to, chemicals, hand soaps, dishwashing detergents, paper towels, trash bags, rags, gloves, goggles, and any other supplies necessary for cleaning and sanitation not specifically listed.

All sanitation, janitorial services, safety and cleaning are the responsibility of the Contractor as required by ACA, NCCHC, state and local regulations. This responsibility includes all Food Service areas assigned to the contractor.

Once (1) per month the Contractor's Food Service Manager will be required to tour the Housing Units, speak with inmates and submit a report detailing findings to the Project Manager. In addition, Contractor's Food Service Manager will meet with Project Manager not less than once per month to review status of

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food service operations.

The Contractor shall submit a safety plan to Project Manager prior to the Service Commencement Date.

The Contractor shall ensure that its safety plan complies, at a minimum, with all applicable State of Maine, and Federal safety rules, regulations and standards.

The Contractor shall ensure that all hazardous chemicals, materials and substances are stored and used in compliance with all operating standards. The contractor shall maintain on hand, immediately available for staff use, current Safety Data Sheets for all chemicals, cleaning supplies, lubricants, etc. used in the performance of the contract.

- M. **Personnel:** No later than fifteen (15) days prior to employment at York County Jail, the Contractor shall provide to the Project Manager, full name, title, date of birth, social security number, and current addresses of all prospective employee to be employed at the York County Jail. York County will use this information to conduct criminal history checks on all prospective employees. York County reserves the right to deny access to its facilities any person who poses a threat to the security of its facilities.

Immediate written notification to the Jail Superintendent and the Project Manager is required upon the arrest of any employee of the Contractor employed at the York County Jail.

All of the Contractor's employees shall comply with the York County Jail written policies and regulations relating to facility security. The determination of whether a prospective or current Contractor's employee is permitted to enter the York County Jail facility is at the sole discretion of the Jail Superintendent or designee.

Contractor shall maintain a staff member on-site that is qualified to provide food handler training, as approved by the State Center for Disease Control (Maine CDC), to Contractor employees and to inmates. The Contractor shall inspect Contractor staff and inmates for open wounds, sores, or illness at the start of each shift and take action to prevent contamination.

Currently, the Maine CDC requires the Food Service Manager to be certified in the ServSafe program.

The Contractor's Food Service Manager shall be available at all times in case of emergency or personnel problems requiring immediate attention. A current phone list of all employees shall be provided to Project Manager upon commencement of services. Food Service Manager shall submit updated phone list to the Project Manager as changes occur.

The York County requires that previous commercial food service experience be one of the criteria used in the hiring of the Contractor's Food Service Manager.

- N. **Staffing and Scheduling:** The Contractor must recognize that although the York County Jail will provide security personnel within the jail, security is the job of all staff, including the Contractor's staff. All staff must, at all times, abide by the security regulations of the York County Jail.

1. The Contractor shall provide a staffing schedule to the Project Manager for the Contractor's staff for all shifts.
2. The Contractor shall establish and adhere to a minimum staffing level for each shift. There shall be one staff member on duty at all times that the kitchen is open, currently from 0330-1830 hours.
3. The York County Jail currently provides approximately a minimum of six (6) inmates on two (2) separate shifts, one in the morning and one in the afternoon; for assistance in food service production and cleaning. Inmate workers assigned to the Contractor will be supervised by the Contractor for purposes of determining their suitability for continued work within the food service area.
4. The Contractor's employees shall complete an orientation course, taught by the York County Jail Training Staff. This course shall be completed prior to an employee's assignment within the facility.

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5. All Contractors' employees shall be attired in a standard uniform, supplied by the Contractor and maintained in a clean and neat condition at all times.
 6. Food service training for inmates shall be consistent with applicable operating standards.
- O. **Existing Contract Staff:** The successful vendor will be **required** to screen applications from existing vendor's staff (Aramark), who are currently working at the jail. There is no requirement to retain or otherwise employ these individuals. The requirement to screen will not create any liability for the County. There are no County employees working in Food Service.
- P. **Qualification of Key Personnel:** Proposal shall contain a list of the qualifications and experience of key management personnel who will be utilized to provide the food services.
- Q. **Complaints:** Proposer shall provide information regarding their methodology for handling complaints about food and minimizing the potential for inmate litigation.
- R. **Project Manager:** Lieutenant Colonel Michael Vitiello is the designated Project Manager for this engagement and subsequent agreement.
- S. **Standards Compliance:** Contractor shall provide demonstrated ability to comply with the American Correctional Association (ACA) standards, the National Commission on Correctional Health Care (NCCHC), and the Maine Jail Standards for County Jails. It is the Contractor's responsibility to obtain copies of the ACA and NCCHC Standards. The Maine jail Standards relating to Food Service are included in this RFP. Note: The Maine Department of Corrections (MDOC) is currently revising its Detention Standards for Jails. Contractor will be required to adhere to the final published Standards, and any future revisions adopted by the MDOC. Contractor shall document within their proposal any facilities where they have met accreditation standards as a result of their efforts.
- T. **Emergencies:** Proposer shall detail an emergency contingency plan that will provide for continued operation and meal service during an emergency situation as declared by the Sheriff or Maine Emergency Management Agency (NEMA).

IV. PROCUREMENT PROCEDURES

A. GENERAL INFORMATION

This Request for Proposal is designed to solicit proposals from qualified companies (contractors/vendors) who will be responsible for providing food services to the York County Jail. Proposals that do not conform to the mandatory items as provided in the proposal instructions will not be considered.

Proposals shall conform to all instructions, conditions, and requirements included in the RFP. Contractors are expected to carefully examine all documentation, schedules and requirements stipulated in this RFP, and respond to each requirement in the format prescribed.

A contract will be awarded to a single contractor as a result of this proposal.

In addition to the provisions of this RFP and the awarded proposal(s), which shall be incorporated by reference in the contract, any additional clauses or provisions required by the terms and conditions will be included as an amendment to the contract.

This RFP does not commit York County to award a contract. York County reserves the right to reject all proposals, and at its discretion, may withdraw or amend this RFP at any time. If, in the opinion of York County, revisions or amendments will require substantive changes in proposals, the due date may be extended.

B. COMMUNICATION WITH STAFF

From the date the RFP is issued until a vendor has been selected and officially announced, all communication regarding this RFP by potential vendors and employees of York County shall be in writing and addressed to the Jail Superintendent as specified in Section II, paragraph D.

Once a contractor is preliminarily selected, that contractor is restricted from communicating with York County staff until a contract is signed. Violation of this condition may be considered sufficient cause to reject a contractor's proposal and/or selection irrespective of any other condition.

The following exceptions to these restrictions are permitted:

1. Written communication with the person(s) designated as the point(s) of contact for this RFP or procurement;
2. Contacts made pursuant to any pre-existing contracts or obligations;
3. York County staff and/or contractor staff present at scheduled and approved site visits(s) prior to contractor's submission of a proposal.
4. York County-requested presentations, key personnel interviews, clarification sessions or discussions to finalize a contract.

C. SUBMISSION OF PROPOSALS

The following describes the requirements related to proposal submission, proposal handling and review by York County.

To facilitate the proposal evaluation process, one (1) original hard copy, clearly identified as such, and three (3) hard copies, **as well as one (1) electronic copy**, of the entire proposal should be submitted. Proposals must be submitted by the proposal closing date and time specified. Any proprietary and/or copyrighted material must be submitted separately and labeled as proprietary. A separate sheet must be provided that clearly states which sections have been submitted as proprietary or have copyrighted materials. Bidders may not mark their entire RFP as proprietary. Bidder's cost proposals may not be marked as proprietary information. All materials submitted will be subjected to the provisions of Maine Freedom of Access laws.

Proposals may not be withdrawn for a period of one hundred twenty days (120) days after the public opening date.

All offers must be submitted in a sealed opaque envelope or container, plainly marked on the outside with York County Jail Food Service Proposal, date, and company name.

IV. PROCUREMENT PROCEDURES

Proposals must be signed by an authorized representative of the firm. Failure to submit all information requested may result in a lower evaluation score for your proposal. Proposals that are substantially incomplete or lack key information may be rejected by York County at its discretion as unresponsive.

There is no limitation on the number of pages you can submit, unless otherwise stated herein.

Proposals shall be concise and succinct. Please summarize the proposer's pertinent experience and capabilities. Emphasis should be placed on completeness and clarity. The proposers shall describe their availability and a preliminary project approach shall be part of your submittal.

Specific Submittal Format

Part 1 - Introduction

Provide a cover letter no longer than two (2) pages in length, signed by an authorized representative of your firm. The letter should disclose the name of the contracting agent and primary contact person, his/her title, address, phone number, fax number and email address. The table of contents should follow the cover letter.

Part 2 - Firm Information, Experience & References

1. Provide a brief description of your firm's organization, structure and philosophy.
2. Provide firm's years of experience in the field of correctional food service, and specifically, the nature of experience related to operation of jail facilities.
3. Provide all names under which your firm conducted business as a commercial food service provider during the past 5 years.
4. Identify and include qualifications of specific individuals to be assigned to the project (include names, contact information and services the individuals will provide to the York County Jail).
5. Provide minimum salaries, by position, your firm will guarantee to pay its food service staff during the life of the contract. Also describe employee benefit package and cost to the employee.
6. List any sub-consultant's that may be used to accomplish this service.
7. Identify any commercial food service contracts terminated or awarded but never initiated the reasons for the termination or failure to contract, and the name and phone number of a contract person for the former contracting agency.
8. Firm References: Provide a minimum of three (3) examples of similar size projects with applicable reference information, with emphasis on similar projects. References should include the following information:
 - Client name, address **AND** phone and fax numbers
 - Description of all services provided
 - Performance period
 - Total annual amount of contract
 - Unit meal cost per inmate
 - Number of inmates served

Part 3 - Project Approach

1. Define what goods and services your company is proposing to York County that will best meet the criteria specified in the Scope of Work. State your project management plan, firm's interpretation of scope and method of approach.
2. Provide a clear and concise explanation on how meals will be prepared and distributed to inmates. Define personnel, labor, equipment and supply resources and requirements.

IV. PROCUREMENT PROCEDURES

3. Provide an implementation schedule for services.
4. Provide information regarding any proposed innovative concepts that may enhance value and quality, any favorable cost containment approaches or additional or alternative ideas that may be successful if implemented at the York County Jail.
5. Describe any significant or unique awards received or accomplishments in previous, similar projects.

Reminder: York County is requesting the following additional information be included with your submittal package, if available:

- Inmate training guidelines
- Diet handbook/guidelines
- Special meal guidelines and sample menus
- Complaint process guidelines
- Security procedure guidelines
- Emergency contingency food plan
- Alternate MENU (*optional*)

Part 4 - Fee

See Section VI Proposal Instructions, Paragraph D.

Part 5 - Additional Requirements

- **Technical Compliance with RFP Requirements.**
Ability of proposer to complete in the required format all items requested in the RFP document.
- **Appendices**
Proposers may include a section for appendices including promotional material or supporting documentation not otherwise requested herein. Please clearly designate this section in your response.
- **Litigation**
Please list any past and/or pending litigation or disputes relating to the work described herein, that your firm has been involved during the last ten (10) years. List shall include project name and nature of litigation.

D. PROPOSAL OPENING

The sealed proposals will be publicly opened in the Community Room of the York County Jail, One Layman Way, Alfred, Maine 04002. 2:15 p.m. or as close to the appointed time and date as possible. Submittals received after the above time and /or date shall not be accepted or considered. No exceptions will be made. York County will not be responsible for the failure of the proposer or the proposer's agent to submit responses in a timely manner. Late responses of any sort will be returned to the proposer without opening.

Mail or deliver your submittal to:

Lt. Colonel Michael B. Vitiello
Jail Superintendent
York County Jail
One Layman Way
Alfred, ME 04002
ATTN : RESPONSE TO FOOD SERVICE RFP

IV. PROCUREMENT PROCEDURES

E. **REJECTIONS OF PROPOSALS**

York County reserves the right to reject any or all proposals, wholly or in part. York County reserves the right to waive any deviations or errors that are not material, do not invalidate the legitimacy of the proposal and do not improve the bidder's competitive position. All awards will be made in a manner deemed in the best interest of York County.

F. **PROPOSAL EVALUATION**

1. York County will conduct a fair, impartial and comprehensive evaluation of all proposals in accordance with the criteria set forth below. The criteria for determining a responsible bidder shall include but not be limited to:
 - a. The extent to which the proposed services meet the requirements as specified in the RFP.
 - b. The extent to which the vendor meets all other requirements of the RFP.
 - c. Cost to York County for providing the required services.
 - d. The vendor's qualifications, expertise and experience in providing the required services.
 - e. Any other pertinent criteria as determined by York County.
2. York County may consider the proposer's ability to meet or exceed the following criteria:
 - a. The proposer's ability, capacity and skill to perform the contract or provide the service within the time specified.
 - b. The reputation, judgment and experience of the proposer.
 - c. The quality of performance of previous contracts or services including previous performance with York County.
 - d. Previous and existing compliance by the proposer with laws and ordinances relating to the contract or service.
 - e. Financial resources of the proposer to perform the contract or provide the service.
 - f. Whether the proposer is in arrears to York County on a debt or contract or is a defaulter on surety to York County, or whether the proposer's taxes are delinquent.

G. **REFERENCE CHECKS**

York County reserves the right to check any reference(s), regardless of the source of the reference information, including but not limited to, those that are identified by the company in the proposal, those indicated through the explicitly specified contacts, those that are identified during the review of the proposal or those that result from communication with other entities involved with similar projects.

V. TERMS AND CONDITIONS

The terms and conditions stated herein are in addition to those stated in the “Standard Conditions” and apply in like force to this Request for Proposal and any contract thus resulting.

By submitting a signed proposal, the bidder guarantees compliance with the provisions stated in this Request for Proposal, agrees to the terms and conditions and certifies it maintains a drug free work place.

A. GENERAL

1. Proposal Ownership: Once proposals are opened they become the property of York County and will not be returned.
2. Right to Reject, Withdraw, or Amend: This Request for Proposal does not commit York County to award a contract. York County reserves the right to reject all proposals, and at its discretion, may withdraw or amend this Request for Proposal at any time. If, in the opinion of York County, revisions or amendments will require substantive changes in proposals, the due date may be extended.
3. Right to contact: By submitting a proposal in response to this Request for Proposal, the bidder grants to York County the right to contact or arrange a visit in person with any or all of the bidder’s clients.
4. Funds Availability: Any contract resulting from this solicitation is deemed effective only to the extent that funds are available.
5. Prompt Payment: Payments will be made within 30 days of invoice receipt.
6. Venue: This Contract shall be deemed to have been made and performed in York County Jail, York County, Maine. For the purposes of venue, all suits or causes of action arising out of this Contract shall be brought in the courts of York County, Maine.
7. Maine Laws Govern: This Contract shall be governed by and construed and enforced in accordance with the laws of Maine.
8. Conflict of Interest: All proposers must disclose with their offer the name of any corporate officer, director, or agent who is also an officer or employee of York County or the State of Maine Department of Corrections. Further, all proposers must disclose the name of any York County or officer or employee who owns, directly or indirectly an interest of ten percent (10%) or more of the proposer's firm or any of its branches, subsidiaries or partnership.
9. Additional Terms and Conditions: No additional terms and conditions included with the proposal response shall be evaluated or considered and any and all such additional terms and conditions shall have no force and effect and are inapplicable to this proposal. If submitted either purposely through intent or design or inadvertently appearing separately in transmitting letters, specifications, literature, price lists, or warranties it is understood and agreed the general and special conditions in this solicitation are the only conditions applicable to this proposal and the proposers authorized signature affixed to the proposal signature section attests to this.
10. Indemnity: The Contractor shall indemnify York County, the York County Sheriff’s Office, the York County Jail, the Sheriff, the Jail Superintendent, and their agents, servants and/or employees from all claims, actions, lawsuits, damages, judgments, charge, expense, or liabilities arising directly out of the acts or omissions of the Contractor at the facility. The Contractor expressly agrees to defend against any such claims brought or actions filed against the indemnified parties. The successful Contractor shall be asked to fully indemnify York County. York County shall be named as an additional insured on the Contractor’s insurance.
11. Acceptance of Services: Receipt of service shall not constitute acceptance. Final acceptance and authorization of payment shall be given only after a thorough inspection indicates that the performance meets specifications and or all conditions. Should the delivered service differ in any respect from specifications, payment will be withheld until such time as the supplier takes necessary corrective action. If the proposed corrective action is not acceptable to the Project Manager, the Project Manager may authorize refusal of final acceptance of the service.

V. TERMS AND CONDITIONS

12. *Additional Information:* York County reserves the right to request any additional information needed for clarification from any proposer for evaluation purposes.

B. COMPLIANCE WITH CIVIL RIGHTS LAWS AND EQUAL OPPORTUNITY

The contractor shall comply with all applicable local, State and Federal statutes and regulations regarding civil rights laws and equal opportunity employment. Neither the contractor nor any subcontractors shall discriminate against any employee or applicant for employment, to be employed in the performance of such contract, with respect to the employee or applicant's hire, tenure, terms, conditions, or privileges of employment, because of his race, color, religion, age, sex, disability, national origin or other "non-merit" factor.

C. LICENSE, PERMITS, REGULATIONS, LAWS

The contractor shall procure and pay for all permits, licenses and approvals necessary for the execution of the contract. The contractor shall comply with all laws, ordinances, rules, orders and regulations related to the performance of the contract. The contractor must comply with all applicable local, State and Federal statutes and regulations. The contractor in its proposal shall have included all costs associated with any such licenses, permits and authorizations and inspections.

D. INSURANCE REQUIREMENTS

The contractor shall not commence work under contract until he/she has obtained all the insurance required hereunder and such insurance has been approved by York County. The contractor shall not allow any subcontractor to commence work on his or her subcontract until all similar insurance required of the subcontractor has been obtained and approved by York County (or contractor). Approval of the insurance by York County shall not limit, relieve or decrease the liability of the contractor hereunder.

If by the terms of any insurance a mandatory deductible is required, or if the contractor elects to increase the mandatory deductible amount, the contractor shall be responsible for payment of the amount of the deductible in the event of a paid claim.

Notice of cancellation of any required insurance policy must be submitted to York County when issued and a new coverage binder shall be submitted immediately to ensure no break in coverage. Notice must be sent to the Jail Superintendent via certified mail.

1. Workers Compensation Insurance

The contractor shall take out and maintain during the life of the contract the statutory Workers' Compensation and Employer's Liability Insurance for all of the contractor's employees to be engaged in work on the project under the contract and, in case any such work is sublet, the contractor shall require the subcontractor similarly to provide Worker's Compensation and Employer's Liability Insurance for all of the subcontractor's employees to be engaged in such work. This policy shall be written to meet the statutory requirements for the State of Maine.

2. Commercial General Liability Insurance and Commercial Automobile Liability Insurance

The contractor shall take out and maintain during the life of the contract such Commercial General Liability Insurance and Commercial Automobile Liability Insurance as shall protect contractor and any subcontractor performing work covered by the contract from claims for damages for bodily injury, including death, as well as from claims for property damage, which may arise from operations under the contract, whether such operation be by the contractor or by any subcontractor or by anyone directly or indirectly employed by either of them, and the amounts of such insurance shall not be less than limits stated hereinafter.

The Commercial General Liability Insurance shall be written on an occurrence basis, and provide Premises/Operations, Products/Completed Operations, Independent Contractors, Personal Injury and Contractual Liability coverage. The policy shall include York County, and others as required by the contract documents, as an Additional Insured. This policy shall be primary, and any insurance or self-insurance carried by York County shall be considered excess and non-contributory. The Commercial Automobile Liability Insurance shall be written to cover all owned, non-owned and hired vehicles.

V. TERMS AND CONDITIONS

The required amounts of General Liability insurance are:

General Aggregate	\$3,000,000 aggregate
Products/Completed Operations Aggregate	\$1,000,000 per occurrence
Personal/Advertising Injury	\$1,000,000 any one person
Bodily Injury/Property Damage.....	1,000,000 per occurrence
Fire Damage	\$250,000 any one fire
Medical Payments.....	\$75,000 any one person

The required Automobile Liability Insurance is

Bodily Injury/Property Damage.....	\$1,000,000 combined single limit
------------------------------------	-----------------------------------

3. Evidence of Coverage

The contractor shall furnish York County with a certificate of insurance coverage, which shall be submitted to the York County Jail Superintendent by U.S. Postal Service. These certificates or the cover sheet shall reference the contract name "Food Services for Corrections", and the certificates shall include the name of the company, policy numbers, effective dates, dates of expiration and amounts and types of coverage afforded. If York County is damaged by the failure of the contractor to maintain such insurance, then the contractor shall be responsible for all reasonable costs properly attributable thereto.

Notice of cancellation of any required insurance policy must be submitted to York County when issued and a new coverage binder shall be submitted immediately to ensure no break in coverage. Notice must be sent to the Jail Superintendent via certified mail.

E. INDEPENDENT CONTRACTOR

It is agreed that nothing contained herein is intended or should be construed in any manner as creating or establishing the relationship of partners between the parties hereto. The contractor represents that it has, or will secure at its own expense, all personnel required to perform the services under this agreement. The contractor's employees and other persons engaged in work or services required by the contractor under this agreement shall have no contractual relationship with York County. They shall not be considered employees of York County.

All claims on behalf of any person arising out of employment or alleged employment (including without limit claims of discrimination against the contractor, its officers or its agents) shall in no way be the responsibility of York County. The contractor will hold York County harmless from any and all such claims. Such personnel or other persons shall not require nor be entitled to any compensation, rights or benefits from York County including without limit, tenure rights, medical and hospital care, sick and vacation leave, severance pay or retirement benefits.

F. CONTRACTOR RESPONSIBILITY

The contractor is solely responsible for fulfilling the contract, with responsibility for all services offered as stated in the RFP, the contractor's proposal, and the resulting contract. The contractor shall be the sole point of contact regarding all contractual matters.

If the contractor intends to utilize any subcontractors' services, the subcontractors' level of effort, tasks and time allocation must be clearly defined in the contractor's proposal. The contractor shall agree that it will not utilize any subcontractors not specifically included in its proposal, in the performance of the contract, without the prior written authorization of York County.

G. CONTRACTOR PERSONNEL

Employees of the Contractor: The contractor warrants that all persons assigned to the project shall be employees of the contractor or independent contractors, and shall be fully qualified to perform the work required herein. Personnel employed by the contractor to fulfill the terms of this contract shall remain under the sole direction and control of the contractor. The contractor shall include a similar provision in any contract with any subcontractor selected to perform work on the project.

V. TERMS AND CONDITIONS

Personnel Commitments: Personnel commitments made in the contractor's proposal shall not be changed without the prior written approval of York County. Replacement of key personnel, if approved by York County, shall be with personnel of equal or greater ability and qualifications.

Employee Conduct: All employees of the Contractor shall conduct themselves in a professional and appropriate manner while at the York County Jail site. The Jail Superintendent or designee retains sole discretion over whether to permit any individual to enter the York County Jail grounds or facility. York County reserves the right to require the contractor to reassign or remove from the project any contractor or subcontractor employee.

H. BEGINNING OF WORK

The contractor shall not commence any billable work until a valid contract has been fully executed by York County and the successful contractor. The contractor will be notified in writing when work may begin.

I. DEVIATIONS FROM THE CONTRACT

The requirements contained in the RFP become a part of the terms and conditions of the contract resulting from this RFP. Any deviations from the RFP must be clearly defined by the contractor/vendor in its proposal and, if accepted by York County, will become part of the contract. Any specifically defined deviations must not be in conflict with the basic nature of the RFP or mandatory requirements. York County discourages deviations and reserves the right to reject proposed deviations.

J. YORK COUNTY PROPERTY

York County shall be responsible for the repair, replacement and maintenance of York County owned equipment that has become unserviceable due to normal wear and tear. The Contractor shall be responsible for the repair or replacement of all equipment that becomes unserviceable due to neglect, errors, oversights or malicious acts by Contractor or inmates under Contractor supervision. It is the Contractor's responsibility to monitor inmates while using and cleaning kitchen equipment.

K. SITE RULES AND REGULATIONS

The contractor shall use its best efforts to ensure that its employees, agents and subcontractors comply with site rules and regulations while on York County Jail premises. A copy of the York County Jail administrative regulation is available upon request to the successful Proposer.

L. NOTIFICATION

After the award of the contract, all notices under the contract shall be deemed duly given upon delivery to the person designated as the point of contact for this Request for Proposal, in person, or upon delivery by U.S. Mail, facsimile, or e-mail. Each bidder shall provide in its proposal the name, title and complete address of its designee to receive notices.

Either party may change its address for notification purposes by giving notice of the change, and setting forth the new address and an effective date.

M. AUDIT REQUIREMENTS

All contractor books, records and documents relating to work performed or monies received under this contract shall be subject to audit at any reasonable time upon the provision of reasonable notice by York County. These records shall be maintained for a period of five (5) full years from the date of final payment, or until all issues related to an audit, litigation or other action are resolved, whichever is longer. All records shall be maintained in accordance with generally accepted accounting principles.

In addition to, and in no way in limitation of any obligation in the contract, the contractor shall agree that it will be held liable for any York County audit exceptions, and shall return York County all payments made under the contract for which an exception has been taken or which has been disallowed because of such an exception. The contractor agrees to correct immediately any material weakness or condition reported to York County in the course of an audit.

V. TERMS AND CONDITIONS

N. TAXES

York County is not required to pay taxes of any kind and assumes no such liability as a result of this solicitation. Any property tax payable on the contractor's equipment which may be installed in a York County owned facility is the responsibility of the contractor.

O. INSPECTION AND APPROVAL

Final inspection and approval of all work required under the contract shall be performed by the designated York County officials. York County and/or its authorized representatives shall have the right to enter any premises where contractor or subcontractor duties under the contract are being performed, and to inspect, monitor or otherwise evaluate the work being performed. All inspections and evaluations shall be at reasonable times and in a manner that will not unreasonably delay work.

P. CHANGES IN SCOPE/CHANGE ORDERS

YJC may, at any time with written notice to the contractor, make changes within the general scope of the contract. Changes in scope shall only be conducted with the written approval of the Jail Superintendent.

York County may, at any time work is in progress, by written order, make alterations in the terms of work as shown in the specifications, require the performance of extra work, decrease the quantity of work, or make such other changes as York County may find necessary or desirable. The contractor shall not claim forfeiture of contract by reasons of such changes by York County. Changes in work and the amount of compensation to be paid to the Contractor for any extra work, if any is indicated by the change, shall be determined in accordance with the unit prices of contractor's proposal.

Q. CONFIDENTIALITY

All materials and information provided by York County or acquired by the contractor on behalf of York County shall be regarded as confidential information and handled in accordance with Federal and State Law, and ethical standards. The contractor must ensure the confidentiality of such materials or information.

R. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

By submission of this proposal, the contractor certifies, that he or she is the party making the foregoing proposal that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the contractor has not directly or indirectly induced or solicited any other contractor to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any contractor or anyone else to put in a sham proposal, or that anyone shall refrain from bidding; that the contractor has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the contractor or any other contractor, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other contractor, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the proposal are true; and further that the contractor has not paid, and will not pay, any fee to any corporation, partnership, company association, organization, proposal depository, or to any member or agent thereof to effectuate a collusive or sham proposal.

VI. PROPOSAL INSTRUCTIONS

This section documents the mandatory requirements that must be met by bidders in preparing the Proposal. Bidders should identify the subdivisions of Section VI clearly in their proposals; failure to do so may result in disqualification. Failure to respond to a specific requirement may be the basis for elimination from consideration during York County's comparative evaluation.

A. **ORGINIZATIONAL PROPOSAL.** This section shall provide general information about the company including background, experience, organizational structure, general service descriptions, etc. As a minimum, Section One shall include:

1. Letter of Transmittal: This is to be a brief letter which provides the following information:
 - a. Name and address of the contractor.
 - b. Name, title and telephone number of the contact person for the contractor.
 - c. A statement that the proposal is in response to the RFP.
 - d. A statement acknowledging and accepting the terms and conditions of the RFP. If the contractor takes exception to terms and conditions of the RFP, the contractor must list the exception by RFP paragraph number and explain the contractor's exception.
 - e. The signature, typed name, and title of an individual who is authorized to commit the contractor to this proposal. The contents of the successful proposal shall become a contractual obligation if a contract ensues.
2. Executive Summary: The Executive Summary shall highlight the contents of the technical proposal and provide evaluators with a broad understanding of the contractor's technical approach and the contractor's ability to fulfill all requirements and comply with the terms and conditions of the RFP and ensuing contract.
3. Contractor's Organization and Staffing: This section shall include identification of the staff members of the project team, their duties and responsibilities and their background and experience.
4. Documented Experience: The contractor must describe the contractor's background and experience to demonstrate the contractor's ability to operate a correctional food service operation as described in the RFP.

B. **CORPORATE PROPOSAL** Contractor shall provide information about the company's current and previous contracts or business, legal actions against the company, and audited financial statements. As a minimum, Section B shall include:

1. Current Contracts or Business. List by name, address, telephone number and point of contact all institutions where contractor is providing correctional food services and the length of time that each contract has been in effect.
2. Previous Contracts or Business. List by name, address, telephone number and point of contact all correctional institutions where contractor has terminated food services, or been out-bid in the past 24 months.
3. Legal Action. Include disclosure of any legal action related to food services pending or settled against the company or corporate principals within the company within the past 24 months.
4. Audited Financial Statements. Provide audited financial statements for the most recent fiscal year and previous fiscal year to support the contractor's financial capability to undertake and complete the performance of the contract. If the company is a subsidiary or division of a corporation, the relationship of the contractor must be clearly delineated in the proposal.

C. **TECHNICAL PROPOSAL** Contractor should describe in detail the contractor's work plan and proposal for satisfying all requirements of the RFP. At a minimum, Section C shall include the contractor's work plan, which shall:

VI. PROPOSAL INSTRUCTIONS

1. Describe in detail, actions the contractor will take to start up and provide ongoing food services for YCJ. The work plan shall include a detailed project schedule identifying all tasks to be accomplished, the Contractor's approach to task accomplishment, and a timeline for completion of tasks and implementation of food services.
2. Describe in detail, quality control methods and standards used to provide food services in response to this RFP.
3. Describe in detail, procedures for providing safe, sanitary and secure food services, including supervision and control to insure that contraband does not enter the jail.
4. Describe in detail, the contractor's plan for emergency backup service. In the event the operation of the contractor's primary food is involuntarily interrupted or the services provided for as part of the RFP is delayed or postponed. NOTE: The contractor should clearly identify the details of the backup plan and identify from where these services will be rendered.

D. REQUIRED REVIEW AND WAIVER OF OBJECTIONS BY PROPOSERS

Proposers should carefully review this RFP and all attachments, exhibits, appendices, for comments, questions, defects, objections, or any other matter requiring clarification or correction (collectively called "comments"). Comments concerning RFP objections must be made in writing and received by The County no later than the Deadline for written comments identified in the Schedule of Events. This will allow the issuance of any necessary amendments and help prevent the opening of defective proposals upon which contract award could not be made.

Protests based on any objection shall be considered waived and invalid if these faults have not been brought to the attention of The County, in writing, by the deadline for written comments.

- E. **ACCEPTANCE OF PROPOSAL TERMS AND CONDITIONS** The Proposer shall complete Attachment A, Acceptance of Proposal Terms and Conditions either accepting all terms and conditions or identifying specific terms and conditions to which the proposer takes exception. Where the proposer makes exception, please identify specific page, section, and paragraph in the RFP where the exception exists and the reason for the exception.

- F. **COST PROPOSAL** The Proposer shall complete Attachment B, Vendor Pricing Table, providing incremental pricing based on the total number of meals served (combined total of inmate and staff meals). Pricing shall be in terms of meal cost per meal. The County reserves the right to order meals based upon the most efficient and cost-effective manner. This may include the option of ordering an amount of meals sufficient to "trigger" a price break based upon the pricing thresholds proposed by the bidder.

York County shall pay for all services received under the Contract. Contractor will submit to the Project Manager, on the first day of each month, an invoice covering meals served for the previous month.

The Contractor's invoice shall reflect the meal cost per meal based on the average number of meals served for the preceding month.

Total meals served will be based upon the number of staff and inmate meals ordered and served.

York County will not pay any other costs, fees or expenses apart from the above payments, unless specifically authorized, in advance on a case-by-case basis by the Project Manager. Therefore, it is imperative that Proposers include all costs and profit in the proposed per meal costs. Additionally:

1. The Proposer's cost for Holiday meals shall be included in the meal cost per inmate per day.
2. The Proposer's cost for medical diet meals, religious diet meals (EXCEPT KOSHER meals [see below]), other special diets meals and medically needed items such as juice, sandwiches and milk, shall be included in the meal cost per inmate per day.
3. **KOSHER meals will be billed at their actual acquisition cost.**

VI. PROPOSAL INSTRUCTIONS

4. The Proposer's cost for all consumable and disposable items shall be included in the meal cost per inmate per day.
5. The Proposer's cost for all other operational, management needs must be included in the meal cost per inmate per day
6. The Proposer shall submit a separate cost for bagged meals for special events, such as natural disasters or other circumstances that may require the serving of more bagged meals than specified in the scope of service. This cost shall be billed separately as authorized by the Project Manager or his designee.
 - a. It is understood that York County's cost of service will be calculated using the menus provided.
 - b. Alternate menus and corresponding pricing may be included in Contractor's proposal.
 - c. Alternates must be clearly labeled and separated from the county's menu.
 - d. The price per meal quoted in the solicitation shall be firm for the first year of the contract.
 - e. The price per meal for subsequent years shall be mutually agreed upon by the Vendor and the County.
 - f. Failure to come to an agreement on the price per meal shall be cause for the termination of the agreement.

THINGS TO DO

Attachment “A”

Acceptance of Proposal Terms & Conditions

I/we the undersigned do hereby represent that I/we are authorized to legally bind the entity submitting this proposal and as such, accept all the terms and conditions stipulated and referenced in this RFP document, except as noted below under “Exceptions” and do hereby agree that if a contract is offered or negotiated it will abide by the terms and conditions presented in the RFP document or as negotiated pursuant thereto. The signature(s) below are an acknowledgment of our full understanding and acceptance of all the terms and conditions set forth in this RFP document or as otherwise agreed to between the parties in writing.

Contracting Party Signature

Contracting Party Printed Name

Title

Date

Mailing Address: _____

Phone/Fax/E Mail Address: _____

EXCEPTIONS (Where exceptions are made, identify section)

>>>Failure to submit this form may disqualify your response.<<<

THINGS TO DO

Attachment “B”

Vendor Pricing Table

For the period: August 1, 2016 through July 31, 2017