



Hall County Government  
FINANCIAL SERVICES

Request for Qualifications with Cost Proposals  
RFQ/P #44-007

For the provision of

Inmate Food Service Annual  
Contract

POST OFFICE DRAWER 1435  
GAINESVILLE, GA 30503

FINANCIAL SERVICES DIRECTOR  
Wesley Geddings

Hall County, Georgia, seeks to establish a highly qualified Food Service Contractor.

**Schedule of Events:**

Bid Post Date: May 2, 2023

Bidders Questions Due Date: May 9, 2023

Answers to Questions Due Date: May 16, 2023

Bid Due Date: May 30, 2023 @ 2:00pm EST

**Bidding Process:** The County is now accepting sealed bid proposals from highly qualified food service providers for inmate food services at the jail (herein 'Service'). The County will accept bids in the Purchasing Department located on the fourth (4<sup>th</sup>) floor of the Hall County Government Center, 2875 Browns Bridge Road, Gainesville, GA 30504, until May 30, 2023, at 2:00PM.

**Addendums:** If needed and in the best interest of the County, Purchasing may make any extension of the bidding period by a formal written addendum and publicly posted. The County will not read cost factors at that time but may publish the results once the evaluation process is completed.

**Proposal Documents:** Bidders may request submittal documents via the County's Website at <https://www.hallcounty.org/Bids.aspx>, then click the 'Request a Bid Packet' link, fill out the requested information, click 'Submit', and Purchasing will send you a bid package via email.

1. **General Qualifications:**

The contractor shall be responsible for all work performed in support of this contract. Sub-contractors shall perform no work unless pre-approved in writing by the County. Contractors must disclose any intended Sub-contractors within the bid at the time of bid submissions. If the bidder intends to use a sub-contractor to fulfill one entire segment of this contract, then the bidder should submit to the County professional references for the sub-contractor on jobs similar in size and scope. Once the County has awarded the contract, the contractor cannot change sub-

contractors without seeking written pre-approval from the County. The County reserves the right to check all references and conduct background checks on any changes to sub-contractors or workers performing work under this contract. The contractor shall be wholly responsible for the quality of their sub-contractor's work. The contractor shall not award more than twenty-five percent (25%) of the work to sub-contractors on any project, without prior approval of the County Representative.

2. The awarded contractor(s) shall provide food service for inmates.
3. The County must pre-approve any change orders in writing. The County may deny any work done before the issuance of a written change order. Contractor is not to accept any verbal change order(s) from the project manager. The County will work will be considered out of scope and thus not compensated.
4. Contractor shall provide copies of the following Licensing with their bid response:
  - A. Valid Business License
  - B. Required licenses and certifications
  - C. Letter of Bondability that your firm can acquire Performance and Payment bonds equal to 100% each of the contract value for Performance and Payment bonds. Awarded Contractors must produce the Bonds prior to any work commencing.

**Request for Clarification:** The County reserves the right to request clarification of information submitted and to request additional information of one or more applicants. The County considers a bid response as an irrevocable offer, good for a period of one-hundred and twenty (120) days from submission.

**Legally Binding Agreement:** The County and the selected Service Provider shall enter into a formal agreement; substantially in the form of the attached EXHIBIT K: SAMPLE CONTRACT TEMPLATE. All questions regarding the scope of services should be included in the response to the Proposal. If there are no objections, an affirmative statement to this effect is required.

The County reserves the right to reject all proposals, and to negotiate fees, conditions, or terms with the respondent submitting the overall best proposal.

**Proposal Information:** In consideration of service fee proposal, assume the following:

**Technical Proposal Response:** Bidders must answer all mandatory questions, which are pass/fail, and the mandatory scored questions, which are weighted. The County's Evaluation Committee will weigh the answers with point values. The total maximum points available for the Technical Proposal response is eight-hundred (800) points.

The proposer's response should be limited to direct answers to the questions asked. Proposers are required to answer all the mandatory scored questions.

Bidders may expand their answers to the questions onto separate pages if needed, with the question repeated at the top of each page, in addition to the space provided next to each mandatory scored question worksheet.

Responses to the questions should be clear and concise. If possible, summarize key information or points for each question at the beginning of answers.

**Evaluation and Selection:** The County will evaluate all submittals in accordance with the Official Code of Hall County, Georgia 3.10, and as further detailed herein. The County will evaluate proposals using a two-step process. The first is the 'Technical Proposal' that outlines the bidding firm's qualifications and experience and its approach to offering the Service. The total available points available is eight-hundred (800) points.

The Evaluation Committee will then evaluate cost for such services to determine the best value in the interest of the County. The total available points available for cost is two hundred (200). The total highest score is a possible one-thousand (1,000) points. The highest scoring proposal will be the apparent award winner and may enter negotiations with the County.

The County has determined its own Evaluation and Selection Committee to review the submitted qualifications and the cost proposals of submitting firms. During the evaluation process, the County reserves the right, when it may serve the County's best interest, to request information for clarification from proposers and to allow corrections to errors or omissions.

**Defined Terms:** For the purpose of this Request for Qualifications and Cost Proposals, the terms; 'consultant', 'submitter', 'proposer', 'firm' and 'bidder', 'contractor', 'agency', 'company', shall mean one and the same. Additionally, the terms 'submittal', 'bid', 'response' and 'proposal' shall also mean one and the same. Additionally, 'Hall County,

Georgia', 'Hall County Government', 'Hall County Board of Commissioners', and 'County', shall all mean one-and-the-same.

**Validation:** Bidders must sign and notarize their submittals. Hall County requires that bidder's provide a cover letter with a signature by an officer of the firm with the submittal to ensure its originality. Please submit one (1) hard paper proposal marked "Original" with a signature, along with three (3) copies, and additionally provide the proposals (technical and separately cost) in a digital format on a flash drive, in both Microsoft Word and Excel, as each document requires.

The County reserves the right to retain all proposals submitted and use any idea(s) in a proposal regardless of contract award or not. The County shall have the right to waive any informality or irregularity of immaterial deviation in any bid received.

Bidders must complete and return all forms and documents entitled 'Mandatory' with the bid or the proposal. Failure to do so may deem the proposal non-responsive and the County will not evaluate for award.

**Award Process:** The County reserves the option to reject any or all bids, in whole-or-in-part, or to select any bidder to complete the described Service. The County will not make an award of contract solely based on lowest bid, but also on approach, references, qualifications and other subjective criteria as the County may deem necessary and determine at its sole discretion. Bidder then expressly understands that the County may reject the proposal for any reason without liability on part of the County to the Bidder.

**Questions:** Bidder's must present all questions in writing and directed solely to the issuing officer at [mhawkins@hallcounty.org](mailto:mhawkins@hallcounty.org). No other contact of any nature, verbal, email, or other communication is permissible with any other County staff member, nor its elected officials, nor Commissioners, during the evaluation process. The County may deem such as collusion, and thus render the submission in violation of the Official Code of Hall County and thus the County may render the proposal as non-responsive and not evaluate the proposal for an award.

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## **1.0. INTRODUCTION**

Hall County, Georgia, incorporated in the State of Georgia, desires to establish a qualified food service contractor, and is soliciting submissions for this Request for Qualifications with Cost Proposal (herein 'RFQ/P') for the service.

## **2.0. STATEMENT OF NEED**

The County seeks to award one (1) company for the inmate food service. The County expects the awarded company to be prompt, attentive, and able to perform the work in a timely and scheduled manner and with personnel, including sub-contractors, to be professional in approach and uniform in production.

## **3.0 GENERAL BUSINESS REQUIREMENTS**

- 3.1 Insurance Requirements. If awarded, The Contractor must maintain insurance policies at the Contractor's own expense and must furnish the County with a Certificate of Insurance (COI) providing evidence of coverage at least in the amounts indicated in EXHIBIT K – SAMPLE CONTRACT TEMPLATE FOR SERVICES. The insurance certificate must list County as the certificate holder and as an additional insured under the commercial general, automobile and umbrella liability policies as follows: "Hall County Government, its Board of Commissioners, its officers, employees and agents, 2875 Browns Bridge Rd, Gainesville, GA 30504".
- 3.2 Performance and Payment Bonds. The successful awarded Contractor must furnish to the County both a Performance and Payment bond equal to one-hundred percent (100%) each of the total amount of the initial year's contract award amount and at each renewal and extension thereafter. The County will only accept surety companies licensed to do business in the State of Georgia.

## **4.0 SCOPE OF SERVICES**

Contractor agrees to provide the service to the County as described in this RFQ/P # 44-007 and the bidder's response.

### 4.1 Contractor's Responsibilities:

#### **A. Scope of Work and Meal Service**

The Contractor shall furnish all food preparation equipment, production equipment, all labor, food service equipment, food, beverages, materials, supplies, paper goods, and chemicals necessary to provide food services for the inmates and staff at the Hall County Jail facilities. Hall County may require service to additional sites in the future.

Food Service preparation activities shall be performed in the Jail kitchen and Contractor will supervise the serving of all meals.

Required equipment to complete requirement for work and food preparation includes, but is not limited to the following items:

- (3) Flatbed Carts
- (1150) Inmate food trays
- (10) large trash cans
- (10) utility carts
- (20) beverage servers
- (8) beverage dispenser
- (10) sheet pan racks
- (200) sheet pans
- (50) steam pans & lids
- (8) cutting boards
- (5) knives
- (1) Scissors
- (1) electric can opener
- (3) shelving
- (1) Ice scoop
- (2) wall cover for ice scoop
- (1) Commercial blender
- (10) water pitchers
- (6) mop buckets
- (7) insulated bags
- (6) storage bins
- (1) digital scale
- Assorted serving and cooking utensils

The Contractor shall serve from a four (4) week cycle menu (Pork free) of no less than 2,800 and no more than 3,000 calories a day approved by the contractor's registered dietician, at proper food temperature. Meals shall be nutritious, wholesome, palatable, and special diets to the inmates, staff and designated visitors of the Sheriff's Office Jail in accordance with the terms of the agreement. Contractor will provide meals and food service three (3) times per day, seven (7) days per week, at an estimated quantity of 800,000 to 850,000 meals per year (this estimate will vary based upon inmate population). All meals prepared and served must have food temperatures taken and documented by the food service contractor per (ACA) standards. Hall County does not and will not guarantee the number of meals required annually. Meals shall meet or exceed all present local, county, state, and federal laws and ACA (American Correctional Association), and other regulations relating to standards for food service in correctional facilities for

Gainesville, GA. The Contractor must insure compliance with American Correctional Association Certification Standards for Food Service Programs and maintain compliance with ACA standards throughout the contract period. A registered dietician provided by the contractor must review all menus annually. The contractor is to ensure a Health Score of 90 or above is maintained in the kitchen.

The Contractor will manage a civilian and inmate kitchen staff that shall prepare meals for service on thermal insulated trays. The food service Contractor will use the daily Hall County Jail head count to generate the meal counts for breakfast, lunch, bag meals and the dinner meal, and any snacks that are ordered. These meal counts are to be generated by the contractor before the food is prepared to provide estimated numbers of inmates who will require each meal. When generating these meal counts, the food service contractor's staff will enter the correct time the meal is expected to be served. Food trays shall be placed on carts for delivery to the housing units immediately prior to sending the trays to the housing units, the food service contractor will be provided the current inmate count report from the Hall County Sheriff's Offices to determine how many inmates are in each unit at that time. Officers will verify meal counts, and supervise inmates who will distribute trays to inmates in a timely and sanitary manner in living areas.

Upon completion of meals, Correctional Officers will supervise the timely return of all trays and carts to the kitchen. The Contractor will be responsible for sanitizing the food service equipment for re-entry into the food delivery cycle. Bidder should indicate how tray assembly will be accomplished and portions controlled equally for all inmates.

## **B. Food Quality**

The Contractor shall use the following standards for purchase of raw food products:

USDA Good Graded Beef may be used for pot roast or stews. Otherwise, only first quality foods, such as Grade A eggs, Grade A or B poultry, US Choice Grades of Beef, Grade A or B fancy fresh or frozen vegetables and fruits and Grade A or B canned goods shall be used. All foods served shall be wholesome and free from spoilage. Dented canned items are not acceptable.

Any item containing any pork product or pork derivative shall not be used. Hall County may require manufacturer's statement of ingredients for items used by Contractor. Gelatins with pork derivatives are not acceptable.

Ground beef and ground beef patties shall be provided with a minimum lean to fat ratio of 75/25. Ground beef shall not contain any: gland meat, bull meat, stag meat, or head meat. Only USDA inspected meat is acceptable. During grinding, meat should remain below 40 degrees, but not less than 30 degrees. Meat should be double ground. TVP, soy or other extenders are acceptable up to 6%.



All food and beverage products used in the performance of this agreement must be served prior to the expiration date, when so dated.

Hall County encourages the Contractor to serve fresh vegetables, with a goal of three times each week, and soup twice per week. The Contractor must maintain fresh fruit and vegetables within seasons.

### **C. Menus & Sample Tray Retention**

The Contractor shall base its bid and serve the menus based upon the menus written, submitted, and approved by a registered dietician with its bid. Bidder is required to include in their bid a four (4) week cycle menu approved by a registered dietician, which shall be used for not less than the first six months of operation. The menu should be a minimum of 2,800 calories and not more than 3,000 per day, averaged per week, and eighty grams of protein daily, and meet all ACA standards. The nutritional values, variety, quality, and appearance of meals shall be consistent with the Recommended Dietary Allowances, American Correctional Association Standards, and Georgia Standards for Adult Detention Facilities. Bids shall be prepared based on the menus submitted with the bidder's bid.

Breakfast Menus will consist of only (3) meat days; being Sunday, Wednesday, and Friday. No pork or pork by-products are to be used for inmate meals. The Hall County Sheriff Office must approve any and all menu substitutions in advance, in writing. All written menu portion sizes shall be identified as cooked weight or raw. Any change in portion size or additional items or substitutions, shall meet American Correctional Association Certification Standards for Food Service Programs and be subject to the approval of the Sheriff's Office. Menus shall be available for a minimum of four (4) weeks in advance and kept on file a minimum of three (3) years, with records of meals actually served.

Records of all special diets served, substitutions and diet orders, shall be retained at the site office permanently. Special medical or religious diets may be ordered from time to time. General population inmate lunches may be required for inmates being transported to another facility or to court.

A signed nutritional statement by a registered dietitian must accompany each menu. The nutritional statement must indicate that the menu meets all requirements of the Sheriff's Office, the ACA, and the Hall County Contract. The Contractor shall submit nutritional analyses for each menu with its bid.

Meals will be prepared fresh, each day (A thermal tray system and bulk ship system will be used for inmate meals; however, court and all lunches will be packaged in a clear plastic bag.

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

breach of the contractual agreement, and may be cause for Hall County to immediately terminate the contract, or Hall County may assess a fine to the contractor in the amount of \$500.00 for the first occurrence, and \$1,000.00 for subsequent occurrences in any six month period.

A sample tray with items that are prepared, mixed, cooked or baked is to be retained at each kitchen where the food cooking is performed, in a frozen state for 72 hours. For large casserole dishes, a minimum of 2 oz. of the casserole will be sufficient. Each tray is to be covered with plastic film or aluminum foil. All trays are to be labeled with the date, time of day, menu cycle and meal number and the tray preparer's initials.

#### **D. Special Diets**

Contractor shall prepare special medical diet meals consistent with the general population cycle menu, where such diets are ordered by the Sheriff's Office Doctor (s) or with the approval of the Sheriff's Office. Special diets shall conform to medical criteria provided to Contractor and shall be served as ordered, at the same cost per meal as a standard general population meal. Liquid supplements (such as Ensure) shall be provided by Food Service Contractor. Diabetic snacks are to be included and delivered with the Dinner meal at no additional charge to Hall County. Contractor shall provide special medical diets based on the list of diets as listed in the agreement.

#### **E. Special Functions, Holidays**

Contractor shall prepare special menus for meals to be served on the following holidays: Memorial Day, July 4<sup>th</sup>, Labor Day, Thanksgiving, and Christmas, or as determined by the Sheriff's Office, but not less than five (5) times annually. Such menus shall be submitted in advance for approval by the Sheriff. Contractor's price for these meals shall be the same price per meal as a general population cycle menu meal. Bidders shall provide holiday meals similar to the meals shown under the attachment section of this Request for Proposal specification or the equivalent thereof.

Bidders should note, larger than usual portion sizes for these holiday meals and the holiday meal is to be served), the lunch meal will be served between the hours of 10:30 a.m. and 12:30 p.m.

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

## **F. Staff Dining**

The Contractor shall, in addition to providing inmate food services, provide food services for staff and correctional officers.

The Sheriff's Office requires the contractor to adhere to ACA standards for staff meals.

Staff meals shall be cooked and prepared, by Contractor, for lunch and late dinner when needed.

The Contractor must provide breakfast items seven days a week. Snacks for night shift must also be provided seven days a week.

The Contractor will provide several type breakfast (biscuits) for employees on two scheduled days during the week.

## **G. Meal Orders**

The food service contractor will generate the meal count using the provided Hall County Jail head count report to order meals. Breakfast 1:30 a.m., Lunch 9:30 a.m., Dinner 3:30 p.m. identifying delivery to various points of service. Contractor will charge for meals served or ordered, whichever is greater, based upon provided head count report each serving period. Listed below are meal projections for each facility: Note: These projections are approximate and are not guaranteed by Hall County.

## **H. Annual Price Adjustment**

The price per meal shall remain firm for the first year following award of the contract. Thereafter, the Contractor or Hall County shall be entitled to request an annual price adjustment that shall be calculated in the manner provided by this paragraph. The request for price adjustment by the Contractor shall be submitted to the Purchasing Agent within thirty (30) days before the contract anniversary date of each year, beginning with the end of the 1st year of the contract term. The Purchasing Agent shall notify the Contractor of its request for an extension of the term of the agreement within the same time period.

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

A price increase or decrease will be determined by dividing the current index for a contract anniversary month by the same prior year month's index. All calculations will be carried to two places only, with rounding to the next digit. Increases shall not exceed six percent (6%) annually from one adjustment period to the next.

\$0.85 = Current Meal Price

140.01 = Current Index (Anniversary Month)

136.8 = 1st year Month Index

$140.01 / 136.80 = 1.02$

$1.02 \times \$0.85 = \$0.86$

\$0.86 = New Cost per Meal

This formula shall be the basis for determining the cost per meal for the term of any extensions or Contract renewals, which shall be issued by the Purchasing Agent,

#### **I. Vehicles and Transportation/Delivery of Food to Inmates**

All meals that are prepared for transport to other jail facilities must meet proper food temperatures before the food is placed in insulated containers for shipment and temperatures taken again after food arrives at the facility. Foods must be taken from insulated containers and served from a serving table that is heated for hot foods and cold for chilled foods. This will be the responsibility of the contractor. The information on food temperatures must be documented on each meal served.

The Contractor shall be responsible for the delivery of prepared meals from the kitchen to an area just inside or outside each kitchen door. Jail Officers will be responsible for the delivery of meals from the area adjacent to the kitchen to the cells and for the timely serving of meals to the inmates served in the inmate living areas. Hall County and the Sheriff shall be responsible for the delivery of the exact number of meals ordered by Sheriff and timely retrieval of carts and trays three (3) times daily. The delivery of food in a timely manner by the Contractor to the Sheriff's Offices and the delivery in a timely manner by the Sheriff's Office to inmates are essential.

Contractor shall have meals ready for distribution according to the following schedules, which may be altered by the Sheriff from time to time:

Breakfast: 5:30 a.m. to 7:00 a.m.

Lunch: 10:30 a.m. to 12:00 p.m.

Dinner: 3:30 p.m. to 5:00 p.m.

Late Meals Held until 7:00 p.m.

Jail meals will be assembled onto trays and placed in insulated cabinets (tray carts) and staged at the kitchen exit door for delivery by officers.

#### **J. Pest Control**

Hall County shall maintain an effective program for extermination and control of vermin and rodents in all areas assigned to the Contractor, including kitchen facilities storage areas, and dock.

#### **K. Recycling Program**

Hall County and the Sheriff's Office will require the Contractor to develop a recycling program for the food service operations at the Hall County Jail facilities. Bidders should describe in detail the recycling plan in its bid. At this time, no program is in effect. Items to be considered for recycling are cardboard, paper, aluminum, steel and plastic. Glass is not to be used in the food service operation.

#### **L. Kitchen Inmates and Indemnification**

The Sheriff will make available without cost to Contractor, a pool of inmates required for food preparation for the Hall County Jail. All inmates are to be cleared by the Sheriff's Medical Provider, prior to starting work in any food Service division in the HCSO. Contractor may elect to assign any or all such inmates to food service operations.

Contractor shall be fully responsible for the training and supervision of all assigned inmates. Contractor may at its discretion assign or reject any or all inmates on any given shift, at any time. The Sheriff will require the Contractor to use the Sheriff's administrative procedures for the discipline of or removal of inmates from any kitchen. Kitchen inmates will not be permitted to ride in any Contractor's Vehicle at any time.

The bidder should state, in its bid, the number of inmates required for its operation of this Agreement. As of kitchen inmates receive one and one half portions of the standard meat whenever they are assigned to the kitchen area(s). Contractor cannot charge the HCSO for double portions for inmate workers. Kitchen inmates receive no other compensation or

gratuity for their kitchen duties. Inmates are not to be paid by Contractor nor become employees of the Contractor.

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

The indemnities herein provided for are in addition to all other indemnities provided for in the attached Contract for Services.

#### **M. Food Service Employees**

Hall County and the Sheriff are specifically interested and concerned about the quality and ability of Contractor employees, including the Food Service Director, Food service supervisors, etc. The management and control of inmates, quality, portions, and timelines are generally related to the performance of the on-site staff. The Bidder should address in its bid, how employees will be recruited, hired, trained, supervised, and motivated to meet the needs of the Sheriff's Facilities. The staffing plan should include a Food Service Director and 4 kitchen Supervisors.

Hall County is not interested in a voluminous response to this issue, but rather specifically - what, when, and how these functions will be accomplished.

The Bidder should include a form, entitled "Staffing", a list of positions and the corresponding range of wages per hour to be paid. Hall County will require the Contractor to pay the minimum wage stated in the range for each position. Sub-standard wages may be cause to reject to bidder's bid. The Contractor should allow at least seven days for the Sheriff to process a criminal record check that the contractor be responsible for the cost for the HCSO to perform this duty to beginning the employment of any new person. Potential employees with any criminal record shall not be offered employment or employed by the Contractor.

(No contracted employee can work in any HCSO facility until a criminal background check is completed and medical clearance is completed)

At the beginning of the Contract, all potential Contractor employees, not now employed by the Sheriff's Office, will be required to attend a 24-hour (3 day) Sheriff's orientation. All subsequent new employees must also attend this training.

The Contractor shall provide a Food Service Director and / or not less than one full-time supervisor(s), to be in attendance whenever the kitchens are in operation, to assure quality performance. The Sheriff retains the right to approve or reject the Food Service Director and any Assistant Food Service Manager assigned to Sheriff's Facilities.

Any change in supervisory personnel must be cleared in advance, and approved by the Sheriff. A complete roster of all employees' names and addresses shall be kept in the Contractor's site office and shall be updated and submitted quarterly to the Sheriff's Office for the records.

The Sheriff requires all Contractor employees to attend a twenty-four (24) hour orientation prior to beginning work or during the first six (6) weeks of employment or the first available opportunity, as the orientation is made available by the Sheriff's Office. All Contractor employees training by the Contractor must be documented and meet current published ACA guidelines. A Training Plan shall be submitted as part of the Bid, demonstrating how Bidder would comply with the requirements of this section. The final plan to be used for employee training must be approved by the Sheriff.

The Food Service Director shall have at least three (3) years of experience in the field of food service management at a correctional facility providing food services to at least a one thousand (1,000) inmate population.

The Contractor shall not remove or reassign the Food Service Director from the Jail for a minimum period of one (1) year, without the advance written approval of the Sheriff or unless requested by the Sheriff.

The Contractor shall provide the staff necessary for the full and timely delivery of food services at all times during the term of the Agreement. The Contractor must have at least four employees for dayshift meal prep and to work in employee dining and alongside inmates. At least one nightshift employee is required for staff dining evening meal prep and food service.

## **N. Security**

In consideration of the security responsibility of Hall County and Sheriff's Facilities, the Sheriff reserves the right to observe Contractor's operations and inspect the kitchen related areas. Moreover, Contractor agrees to abide by any and all of the Sheriff's and Hall County rules and regulations, procedures and General Orders, as well as any directives by the Sheriff regarding Contractor's performance under these contract documents.

All Contractor employees will be subjected to a criminal background check through the Sheriff's Office, at the expense of the Contractor. All employees shall be thoroughly screened by the Sheriff before commencing work at the Jail, due to their contact with inmates, and other matters relating to security in the Jail. The Sheriff shall have the sole right, at any time, to reject any such employee who, in the Sheriff's judgment poses

a risk or potential risk to the security or operations of the Jail. The Sheriff reserves the right to require all of the Contractor's employees, contractors and sub-contractors to submit to photographing, fingerprinting, and urinalysis testing, at the Sheriff's Office sole expense. The Sheriff or Hall County may issue photo identification cards and require same to be worn by the Contractor's employees whenever they are present at the Jail. Persons not previously screened for admittance shall not be admitted to the Jails without proper notification to the Contractor and authorization from the Sheriff. Any unusual occurrences shall be reported immediately by the Contractor's supervisors to the Sheriff. It shall be the responsibility of the Contractor to secure its assigned areas and lock all doors before exiting the Jails, unless notified in writing by the Sheriff to do otherwise. The Contractor shall review the Sheriff's Office "contraband" policies and "Inmate Staff relations policy" employees to familiarize them with prohibited items.

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

**O. Energy Conservation**

The Contractor's work force shall perform services in such a manner as to conserve electricity, gas, and water as part of the scope of operations under the agreement. The Contractor shall structure and implement a recycling plan.

**P. Inspections and Reports**

At the end of each quarter during the term of the Agreement, the Sheriff shall designate representatives to function as a formal inspection and evaluation team. This team shall evaluate food portion sizes, food temperature and compliance with health and safety issues. As a part of this evaluation, the team may meet with inmates to review their needs and desires regarding food services. A report will then be prepared by the Sheriff's Office and forwarded to the Contractor for review. Additional inspections (scheduled or unscheduled) may be conducted by the Sheriff's Contract Monitor or any persons authorized by Hall County at any reasonable time and from time to time during the term of the Agreement.



**Q. Key Control**

The Sheriff shall have control of all perimeter keys, locks, and security. The Contractor shall have keys and access to those areas where food and supplies are stored and processed.

It is the Sheriff's intent for the Contractor to have control of and access to the Kitchen, except for matters related to security, fire protection, and building repair; in these specific instances, the Sheriff shall have absolute control and shall maintain a master set of all keys.

**R. Contingency Planning**

Each bidder shall provide in its bid, a Contingency Plan for providing service in the event of lockdowns, strikes by Contractor's employees, tornadoes, riots, fire, power failure or other catastrophic events that may curtail or impact on the normal operation of the jails. Contingency Plans shall include the Contractor's plans for providing uninterrupted food services including, but not limited to, designation of off-site locations for food preparation where necessary; alternative staffing plans; and any other bids to demonstrate Contractor's capability of responding to catastrophic occurrences. The plan included in the Bid will be finalized by the Contractor within thirty (30) days after the commencement of the Agreement and submitted to the Sheriff for approval. The Contractor will be required to have on site, not less than five (5) days of three (3) complete meals, in case of emergency.

**S. Uniforms and Laundry**

Each bidder shall submit a detailed description of the uniforms proposed to be worn by on-site paid civilian personnel. Employee uniforms shall not be similar in color, i.e. green, white or orange to that of inmate uniforms. All uniform costs for employees shall be borne by the Contractor. The Sheriff reserves the right to approve or reject the color of uniforms proposed for personnel.

The Contractor shall furnish kitchen towels, aprons, tablecloths, and cloth napkins and other linen items for special functions as may be required, and will launder or have these items laundered at its expense. Inmate uniforms will be provided by the Sheriff's Office. New employees are required to wear smocks until fitted with uniforms. All Contractor employees are required to wear an approved uniform when in the Jail. Contractor's management staff will be permitted to wear business attire.

## **T. Maintenance of Facilities and Equipment**

The Sheriff's Office will furnish repairs to the Jail structure, including roof, ceilings, walls, floors, docks exterior surfaces, plumbing and sewers behind floors or walls, elevators and general fire protection systems, security monitoring systems, HVAC, exhaust systems and all other structural components of the buildings. Repairs due to negligence or abuse by the Contractor's employees will be charged to the Contractor. The Contractor shall define and document the need for building repairs by initiating a work order through the Sheriff's Office's established procedures.

The Sheriff shall provide and assume at expense of any new equipment, preventative maintenance and repair of all existing kitchen equipment (including hoods, kitchen fire protection equipment, kettles, ovens, tray washers, food service carts and conveyor equipment), the painting of all interior surfaces, the maintenance and repair of food carts, and the maintenance and repair of all electrical heating and refrigeration units existing within the preparation, service, receiving and storage areas. The Sheriff also, shall provide general maintenance, but not janitorial services, to all work areas occupied by the Contractor.

## **U. Equipment**

The Sheriff will furnish to Contractor existing Hall County owned inventory of equipment in the Jail Kitchens for use by Contractor during the term of this Agreement. (No new equipment will be purchased by Hall County) All such equipment shall remain the property of the Sheriff. The Contractor and the Sheriff shall jointly conduct an initial inventory of the equipment provided by the Sheriff assessing both the quantity and condition of such equipment, as well as any serial and/or model numbers. Unless otherwise, expressly noted, it shall be presumed that Contractor accepts the equipment as initially inventoried, as in good working order, and sufficient for the purpose of performing this Agreement.

Any HCSO equipment which becomes inoperable during the term of the contract will be appropriately disposed of by Hall County rules. Replacement equipment will be at Contractor's expense.

The Contractor shall be responsible for maintaining records of all equipment including additions, replacements and removal from the initial inventory. Contractor shall be responsible for maintaining all such equipment and for repairs.

At the end of the contract term or upon termination, Contractor shall return all equipment in good condition, normal wear and tear expected. Contractor and Sheriff shall jointly conduct a closing inventory, documenting additions and deletions from the initial inventory and condition of equipment.

Any equipment purchased by Contractor outside the scope of this Agreement for use at Hall County Jail must have the prior, written approval of the Sheriff. Any such equipment shall remain the property of the Contractor when purchased by the Contractor.

**V. Small wares and Supplies**

Contractor shall assure an initial and adequate supply of trays and small ware for the efficient operation of all kitchen facilities at Contractor's expense. All cost of trays and small wares shall be at the expense of the Contractor. A supply of 1,150 insulated food trays are supplied by the Contractor.

The Contractor shall maintain the initial small wares inventory at its expense. Small wares shall be generally defined as items not requiring electricity, plumbing, or gas and those items that are moveable or not attached to walls or floors.

Contractor shall be the owner and shall provide all supplies, disposable spoons (when required for isolation or security trays), all paper products, i.e. hats, aprons, plastic wrap, bags, chemicals, and all food and beverage items and food inventories used for this Contract.

**W. Federal Surplus Food Program (U.S. Department of Agriculture Regulations)**

The Sheriff's Office may qualify to receive Surplus Commodities from the U.S. Department of Agriculture. There is no guarantee what, if any, commodities will be available to the Jail during the life of this Contract.

Federal regulations permit a contractor's use of Surplus Commodities in providing food service in prisons and jails. However, the contractor shall assume all costs, both direct and indirect, in procuring such commodities and in complying with the rules and regulations of the U.S. Department of Agriculture; specifically:

Contractor agrees that an USDA commodities received on behalf of Sheriff's Office shall only benefit the Sheriff's Office Jail and shall be utilized only in the performance of this contract. Contractor shall maintain all financial and supporting documents, statistical records, and any other records pertinent to the use of the USDA surplus commodities program. The records and documents shall be maintained for a minimum of three (3) years and ninety (90) days after the termination of this contract.

Contractor agrees that if any litigation, claim or audit involving these records begins before the three (3) year period expires, and the contractor shall keep the records and documents for not less than three (3) years and ninety (90) days and until litigation claims or findings are resolved. The case is considered resolved when there is a final order issued in litigation, or a written agreement is entered into.

All Surplus Commodity records shall be made available to representatives of the Facility's Accounting Office as well as the Auditor's Office at any reasonable time and place for inspection and audit. Failure to comply with the provisions set forth above shall be cause for termination of Contract.

Bidders are to quote prices without regard to availability of Surplus Commodity or foods. Any Surplus Commodity or food provided for the Sheriff's Office Jail shall be credited to the next month's invoices. Credit shall be separately stated on the invoice and shall be calculated on the wholesale value of the commodities received less shipping expenses. Butter shall be valued based on the wholesale value of margarine.

#### **X. Delivery to Premises**

The Contractor shall notify the Facility Security Staff in advance of all deliveries and in accordance with Sheriff's Office directives issued from time to time.

The Security Staff, or their representatives, may inspect such deliveries with respect to quality, composition or any other matter relevant in the estimation of the Security Staff or the Sheriff.

The Contractor shall be solely responsible for the quantities, weights, counts, and quality of all foodstuffs, goods and other materials delivered to the Jail. Truck deliveries will be accepted after 5:00 a.m. and before 4:00 p.m. on weekdays only. No deliveries will be accepted on Saturdays, Sundays, and Holidays. No product shall be received or stored at any of the Sheriff's Office Jail for use at any other facility or location, other than Sheriff's Jail Facility, without written permission from the Sheriff.

#### **Y. Facility**

The Sheriff's Office shall provide the Contractor with adequate ingress and egress to the kitchens and storage facilities, including sanitary toilet and facilities for use by food service employees. The Contractor shall use such facilities in the performance and delivery of food services.

The Contractor may, in furtherance of its obligations under the Agreement, utilize preparation and storage facilities located other than at the Jail only on an emergency basis and with the prior approval of the Sheriff, consistent with Contingency Plans. Meals are to be prepared on site at the Jail except during emergencies.

Specifically, meals are to be prepared and assembled on thermal insulated trays at Jail, for Jail inmates.

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

## **Z. Sanitation**

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

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

Hall County will provide dumpsters and will thereafter have responsibility for disposal. The Contractor's Food Service Director shall participate in periodic facility inspections with the Sheriff or his/her designee. The Contractor shall establish hazardous chemical logs and comply with all applicable laws and standards concerning the use, storage and handling of hazardous substances/chemicals.

The Contractor shall require all supervisory employees on all shifts to have Federal, State or County Food Service Sanitation Certification when required by any such agency.

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

### **AA. Quality Assurance and Control Plan**

The Contractor shall establish and maintain a quality control plan to assure that the requirements of the Agreement are met. The plan shall be submitted as part of the Bid.

An updated copy must be submitted to the Sheriff within six (6) weeks after the start of service and as changes occur. The original plan and any future amendments shall include, but not be limited to the following.

1. An inspections system covering all the services required by these specifications.
2. The methods of identifying and preventing deficiencies in the quality of service performed before the level of performance becomes unacceptable.

3. A file of all inspections conducted by the Contractor or an inspection agency and, where necessary, the corrective action taken. This documentation shall be available as requested by the Sheriff during the term of this Agreement.
4. Hall County and the Sheriff require consistency in its operation of the Food Service including menus be served as written, with a substitutions goal of zero, but not more than one substitution per week. A substitution report may be required monthly for the Sheriff. Substitutions should be identified, dated and explained completely. Excessive substitutions shall be considered a material breach of the contract.
5. Random temperature checks of food on the tray assembly or serving line are to be taken not less than every 10 minutes, while meals are being assembled on to the trays. Records are to be maintained for six (6) months minimum.

#### **AB. Transition and Continuity of Service Upon Expiration of Contract**

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

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

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

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

#### **AC. Inventory Transition**

Hall County will require the successful contractor to purchase all useable and wholesome food products and all supply, chemical, and miscellaneous items now used in the operation of the Sheriff's Office Food Service. Hall County, Sheriff's Office, and Contractor shall inventory all products 24 to 48 hours prior to beginning service and the contractor shall pay Hall County on a per unit basis for items at the cost to Hall County; unless, contractor can provide evidence that contractor can purchase any or all items for a lower cost than that which was paid by Hall County. In the event, any items owned by Hall County are damaged, spoiled or

whenever product(s) do not meet the specifications document; then contractor shall not be required to purchase those items.

Sixty days prior to the termination of the contractual agreement, contractor shall notify Hall County of its intent to sell the remaining inventory, which at Hall County's option, may be purchased at fair market value.

#### **AD. Support Services**

Contractor shall provide all support services necessary to assure compliance with the terms, conditions, and specifications of the agreement. Such services shall include, but not be limited to dietitians, management consultants, sanitarians, and training personnel for contractor's employees. Bidder shall describe frequency and length of reviews and meetings with contractor's on-site employees, by each support service contractor employee. Bidders are encouraged to include support personnel resumes in its bid.

#### **AE. Other Contractor Requirements**

The Contractor will be responsible for the sanitation of the food service preparation areas, food storage areas, restrooms, inmate break rooms, office and dock areas. All chemicals and other materials required for the proper sanitation in this contract will be provided for and paid for by the Contractor. The Sheriff will approve any chemical prior to its use.

The Contractor and its employees will follow all Sheriff's Office and Hall County regulations, rules, and standards. The Contractor will obtain prior approval from the Sheriff for the use of any item with any design, lettering, or advertising of any type on items such as paper plates, or cups and portion control packets of any kind.

The Contractor will furnish its own telephone system and office equipment at its own expense, with prior approval of the Sheriff.

The Contractor is not permitted to make any alterations to, additions to, or removal of any walls, windows, floors, ceilings, doors, or fixtures, without prior written approval from the Sheriff. Windows and other openings will not be covered with any blinds or drapes without prior approval from the Sheriff.

No signs, advertisements, notices, pictures, or any other appurtenances of any kind will be painted, inscribed or affixed to any part of the premises, or any part of the buildings, without prior approval of the Sheriff. Contractor vehicles may have the Contractor's name and address painted on the doors with prior permission from the Sheriff.

## 5.0 SUBMISSION OF PROPOSALS

- 5.1 The County request that Bidders submit proposals addressing all items listed below. Failure to include any of these mandatory documents may result in disqualification. All responses must be in writing. Bidder's should submit Four (4) copies of each proposal with one (1) marked "**Original**" and three (3) marked "**Copy**" and all documents loaded onto one (1) USB flash drive in MS Word, Excel and PDF formats depending on the document.
- 5.2 Bidder's must submit their sealed bid response packages with clearly marked with "**RFQ/P 44-007 Inmate Food Service**" on the outside in the lower left hand corner of the package. The bid submittal must have a signature on the "Original" proposal. Hall County suggests this bidder's provide this signature on their "Introductory Letter". Failure to sign your proposal in the introductory letter may render the proposal as "non-responsive" and thus not considered for award. Bidders **MUST** include their email address.
- 5.3 Follow these instructions carefully. Include in your bid response package two (2) separate, sealed envelopes. Mark one envelope with "**RFQ/P #44-007 Technical Response**," and enclose these completed Exhibits:

Copy of Business License  
Letter of Bondability  
Certificate of Insurance  
Exhibit A - Mandatory Bid Response Sheet  
Exhibit D - Mandatory Questions Worksheet  
Exhibit E - Mandatory Scored Questions/Responses  
Exhibit F - Mandatory S.A.V.E. Program Affidavit  
Exhibit G - Mandatory Cone-of-Silence Affidavit  
Exhibit H - Mandatory Completed W-9 Form  
Exhibit I – Mandatory E-Verify Affidavit  
Exhibit J – Mandatory Contractor Ethics Affidavit  
EXHIBIT K – Sample Contract Template for Services

In a separate sealed envelope from above, clearly mark "**RFQ/P #44-007 Mandatory Cost Proposal Worksheet**," and enclose a completed Exhibit C - Mandatory Proposal Cost Worksheet.

Do not enclose the Cost Proposal Worksheet in the Technical Response envelope. This will render your proposal as non-responsive and thus not evaluated for award.

- 5.4 The County will make all proposals submitted publicly available by a written Open Records Request.

Bidders may submit their Proposals digitally following the same two-envelope method as described for paper submissions. Bidders may submit to the following address by the deadline date and time. All deliveries must be date and timed stamped. The County is not responsible for late bids due to mailing delays.



5.4.1 Hand Delivery/FedEx/UPS/USPS/Courier:

Hall County Government Center  
Purchasing Division - 4th Floor,  
2875 Browns Bridge Road  
Gainesville, Georgia 30504  
Attn: Mike Hawkins

5.4.2 Mailing Address:

Hall County Government Center  
Purchasing Division - 4th Floor,  
P.O. Drawer 1435  
Gainesville, GA. 30503  
Attn: Mike Hawkins

## **6.0. RFQ/P RESPONSE PREPARATION**

- 6.1 The Contractor bears all responsibility for all expenses incurred in responding to this RFQ/P such expenses to be borne exclusively by the proposer.
- 6.2 Cover Letter: Prepare and submit a cover letter for transmittal addressing General Qualifications. Provide the following information: Name of Proposer, Name and title of the persons who will manage the engagement, mailing address, physical address, telephone numbers, and email address of Proposer
- 6.3 Describe the organization of your firm, the location of offices, and your resources that are available to accomplish the work for the County.
- 6.4 Of the services listed in the Scope of Services, indicate which ones, if any, your firm would be unable to provide. If there is another service that your firm could provide instead, please elaborate.
- 6.5 The County will not accept Joint Proposals unless otherwise noted herein. An awarded Contractor may utilize subcontractors, as needed and pre-approved by the County. Bidders must submit all intended Sub-Contracts with their proposal. If plans to subcontract portions of the required services are included, please provide detail on such plans

## **7.0 SELECTION PROCESS**

- 7.1 The evaluation process will include a pre-appointed Evaluation Committee comprised of Hall County stakeholders and subject matter experts. The Committee will evaluate the qualifications presented by the interested bidders. Those deemed most qualified by the Mandatory Scored Worksheet, may be short-listed as follows:

Step One (1) - considered for further evaluation. Once short-listing has been complete, the County will review the price proposals provided in a separate sealed envelope,

Step Two (2) - If necessary, the Evaluation Committee will schedule interviews of the "short-listed" bidders,

Step Three (3) - The County retains the right to ask for a Best and Final Offer.

- 7.2 Each proposal should contain the Mandatory Cost Proposal Worksheet (in a separate envelope) as provided with the RFQ/P document.
- 7.3 The Evaluation Committee will review each proposal with regard to demonstrated breadth of service, experience, financial stability, personnel, rates, references, and other related criteria.
- 7.4 The successful respondent will be required to submit acceptable evidence of compliance with professional liability insurance coverage requirements as outlined in this document, prior to execution of the contract.
- 7.5 Respondents are encouraged to submit clear and concise responses and excessive length or extraneous information is discouraged. In an effort to ensure our ability to evaluate and choose a successful Contractor, respondents are encouraged to organize their proposal as follows:

Section 1 – Cover Letter and Executive Summary

Section 2 – Answer Questions and Scored Questions listed in RFQ/P

Section 3 – Cost Proposals (Sealed in a separate envelope)

- 7.6 Bidder's must locate and complete all Exhibits to this RFQ/P and submit with the bid. Bidders failing to do so may result in the bid to be Non-responsive and thus not evaluated.
- 7.7 If unable to reach an agreement with the highest scoring Contractor, the County retains the right to negotiate with the next highest scoring company and so on until reaching a satisfactory agreement or the County may terminate the process.
- 7.8 The County structured the evaluation process to secure compatible, highly skilled companies who would be most effective in delivering the Services. The primary objective of the evaluation process is to select a firm that:
  - 7.8.1 Clearly demonstrates a thorough understanding of the contract Responsibilities; and,
  - 7.8.2 That, presents a compelling work plan that yields the desired contract services and deliverables; and,
  - 7.8.3 Shows adequate resources to handle the project
  - 7.8.4 Presents a focused effort to allocate those resources to the project
  - 7.8.5 Demonstrates exceptional value for the cost of services proposed.
  - 7.8.6 Bidders are to complete the attached Mandatory Scored Questions and submit with their bid. The total amount of points possible is 1,000. Eight-hundred (800) points are potentially available from the bidder's Technical Response, and two hundred (200) points will be potentially available from the Bidder's Cost Proposal.

## 7.9 Steps to Award

The Evaluation Committee will recommend award of the contract to the highest scoring company(s). Upon the County's award of contract, the County will present an agreement to the selected contractor(s) for execution. If execution of this agreement with the selected Contractor is unsuccessful, the County retains the right to negotiate with the lower ranked Contractor(s) and so on, until reaching a satisfactory agreement.

- Step 1: The Evaluation Committee will evaluate the bidder's responses according to the criteria as described herein, and score and rank the proposals. The County reserves the right to request clarification of information provided and to request additional information required to assist in the evaluation process.
- Step 2: Purchasing will then open the Cost Proposals and score the responses. Purchasing will combine these results with the results of Step 1 scoring. After this scoring, Purchasing will rank the highest scoring proposers on a short list.
- Step 3: The Evaluation Committee may schedule interviews with the short list bidders. All costs associated with the interview (if required) will be at the expense of the proposing Bidder.
- Step 4: Based upon the results of the proposals, references, and the interviews, the Purchasing Division along with the Evaluation Committee may negotiate with the Contractor(s) ranked highest in an attempt to reach agreement. If negotiations with the highest ranked firm are unsuccessful, the County may negotiate with the second ranked Contractor, and so on until reaching a satisfactory agreement.

## 8.0 Exhibits and Attachments

- Exhibit A - Mandatory Bid Response Sheet
- Exhibit B - RFQ-P Submittal Terms and Conditions
- Exhibit C - Mandatory Proposal Cost Schedule
- Exhibit D - Mandatory Questions Worksheet
- Exhibit E - Mandatory Scored Questions and Responses
- Exhibit F - Mandatory S.A.V.E. Affidavits
- Exhibit G - Mandatory Cone-of-Silence Affidavit
- Exhibit H - Mandatory W-9 Form
- Exhibit I - Mandatory E-Verify Affidavit
- Exhibit J - Contractor Ethics Affidavit
- Exhibit K - Sample Contract Template