



DeKalb County Sheriff's Office

Jeffrey L. Mann, Sheriff

**4415 Memorial Drive
Decatur, Georgia 30032**

REQUEST FOR PROPOSAL (RFP) NO. 17-03

**TO PROVIDE INMATE FOOD SERVICE
AT THE DEKALB COUNTY JAIL
(MULTI-YEAR CONTRACT)**

DEKALB COUNTY, GEORGIA

Mandatory Pre-Proposal Conference and Site Visit: 10 a.m. on Tuesday, November 7, 2017
Deadline for Receipt of Questions: 4 p.m. on Tuesday, November 14, 2017
Deadline for Submission of Proposals: 4 p.m. on Monday, November 27, 2017

THE RESPONSIBILITY FOR SUBMITTING A RESPONSE TO THIS RFP TO THE DEKALB COUNTY SHERIFF'S OFFICE ON OR BEFORE THE STATED DATE AND TIME WILL BE SOLELY AND STRICTLY THE RESPONSIBILITY OF THE RESPONDER.

I. INTRODUCTION

A. GENERAL INFORMATION

The following information is provided as a general guideline, only. The Responder is responsible for evaluating the specific inmate food service needs, as well as the inmate dynamics at the DeKalb County Jail.

The DeKalb County Sheriff's Office (hereinafter referred to as "DKSO"), a triple crown accredited facility, requests proposals from qualified vendors experienced in providing professional food services to submit proposals for Food Services for the Jail in DeKalb County, Georgia. The qualified food service provider shall provide meals for both DeKalb County Jail employees and inmates. The DeKalb County Jail is one of the largest detention facilities in the country employing approximately 850 sworn and civilian personnel. The facility contains 1,974 cells capable of housing 3,543 inmates under 940,000 square feet. The average daily population has been as low as 2800 and as high as 3709 in the preceding year. The inmate population includes 10% females and less than 1% juvenile offenders.

The successful Provider shall comply and have experience with both the National Commission on Correctional Health Care (NCCHC) and American Correctional Association (ACA) standards.

The DKSO intends to award a contract to procure inmate food service at the DeKalb County Jail for the next four (4) years, subject to the Sheriff's Office's right to unilaterally terminate the Contract within sixty (60) days upon written notice, at will, and at the sole convenience of the DKSO. The DKSO seeks cost proposals separated for each year of the Contract and not as a lump compensation for the entire four (4) year term. The first year of service shall commence on January 1, 2018. The Contract shall automatically renew for three (3) additional consecutive yearly periods, terminating on December 31, 2021, subject to the DKSO's right to terminate at the end of each calendar year pursuant to the Official Code of Georgia Annotated § 36-60-13, or as otherwise provided in the Contract.

B. REQUIRED DOCUMENTS

The Following Required Documents Checklist includes a list of attachments which **must** be completed and returned with responder's technical proposal:

Required Documents	Attachment
Cost Proposal Form - (4 pages – 1 copy, separate & Sealed	A
Proposal Cover Sheet	B
Contractor Reference and Release Form	C

Subcontractor Reference and Release Form (make additional copies as needed)	D
LSBE information Forms (Exhibits A - B)	E
Responder/Contractor Affidavit	F
Subcontractor and Sub-subcontractor Affidavit, if applicable	G
Sample DKSO Contact	H
Service Provider Qualification Questionnaire	I
Contract Specifications/Technical Proposal for Inmate Food Service	J
Exception to the Scope of Work or Standard County Contract, if any	K

Failure to return these attachments may render your proposal non-responsive.

II. STATEMENT OF WORK

The successful responder shall provide professional food service to include but is not limited to, furnishing all labor, beverages, and other material (such as paper/plastics plates and bowls, paper bags, paper/plastic ware as necessary, to provide professional food services for the inmates, staff, and visitors at the DeKalb County Jail, in accordance with Attachment J, Contract Specifications/Technical Proposal for Inmate Food Service for DeKalb County Jail. Attachment J is attached and included herein by reference.

III. PROPOSAL FORMAT

Responders are required to submit their proposals in the following format:

A. Cost Proposal

1. The cost proposal must be submitted in a separate, sealed envelope with the Responder’s name and “Cost Proposal for Request for Proposal No. 17-03 To Provide Inmate Food Service for DeKalb County Jail (Multi-Year Contract)” on the outside of the envelope.
2. The sealed envelope containing the cost proposal is requested to be included in the sealed package containing the technical proposal.
3. **DO NOT INCLUDE FEES OR COSTS IN ANY AREA OUTSIDE OF THIS COST PROPOSAL.** Including fees or costs in any area outside of the cost proposal and its separate, sealed envelope shall result in Responder’s proposal being deemed non-responsive.

4. Responders are required to submit their costs on Attachment A, Cost Proposal Form. **Responder shall not alter the cost proposal form.**

B. Technical Proposal

1. Responders should complete Attachment B *Proposal Cover Sheet*, and include this as the first page of the technical proposal, followed by the Introduction (optional), Technical Approach, Personnel, Organizational Qualifications, Financial Statements, References, and the remaining required documents (See I. Introduction. Required Documents for the list of required documents).
2. Technical Approach:
 - a. Responders are required to describe the procedures and methods that will achieve the required outcome of the project as specified herein
 - b. Include a listing of the DKSO's and the Responder's responsibilities required to complete the project.
 - c. Provide a project schedule at the task – Describe in detail how you propose to achieve the objectives of this RFP. Include project organization, management, recruiting and retention of qualified professionals, training, and quality control procedures.
 - d. Provide a staffing plan starting with the receipt of the Notice to Proceed and ending with the project completion.
3. Personnel:
 - a. Identify and describe the roles and qualifications of the individuals who will be part of the project team;
 - b. Identify and describe the roles and qualifications of any outside personnel, such as subcontractors; and
 - c. Provide detailed resumes of all team members and subcontractors who will be directly working on the project.
4. Organizational Qualifications and Financial Capabilities
 - a. Organization
 - i. Describe Responder's experience, capabilities and other qualifications to perform the tasks and achieve the outcome as listed in this RFP;
 - ii. Provide the number of years the Responder has operated under the current company name;
 - iii. Describe the Responder's experience with providing professional food service in a correctional facility;
 - iv. State whether the Responder has ever been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by and Federal department, or agency from doing business with the Federal Government;

b. References

- i. Responder shall provide at least three (3) references for projects similar in size and scope to the project specified herein using the *Contractor Reference and Release Form* attached hereto as Attachment C.
- ii. Responder shall provide at least three (3) references for each subcontractor proposed as a part of the project team. The references shall be for the same or similar types of services to be performed by the subcontractor (including LSBE-Dekalb and LSBE-MSA firms) on projects similar in size and scope to the project outlined in this RFP. Use Attachment D, *Subcontractor Reference and Release Form*. Make additional copies as needed.

c. Financials

- i. Responder must provide financial statements for the last three (3) years that evidences the responder's financial capabilities to perform the statement of work.
- ii. Audited statements are preferable but a minimum of balance sheet, income statement and cash flow statement should be submitted.
- iii. Provide the Responders year of incorporation.

5. Technical Proposals shall be submitted in a sealed envelope(s) or box(es) with the Responder's name and "Request for Proposal No. 17-03 To Provide Inmate Food Service for DeKalb County Jail" on the outside of each envelope or box. **DO NOT INCLUDE ANY COST OF ANY KIND IN THE TECHNICAL PROPOSAL.**

C. Local Small Business Enterprise Opportunity

1. It is the objective of the Chief Executive Officer, the Board of Commissioners of DeKalb County and the DeKalb County Sheriff to provide maximum practicable opportunity for all businesses to participate in the performance of government contracts, including local Small Business Enterprises. See Attachment E, LSBE Information forms provided with this RFP. The County's *Schedule of Local Small Business Enterprise Participation Opportunity Tacking Form* (Exhibit A) and *Letter of Intent to perform as a Subcontractor or Provide Materials or Services* (Exhibit B) are included in the Request for Proposal (RFP). The current DeKalb County List of Certified Vendors may be found on the DeKalb County website.
2. For details relative to DeKalb County's Local Small Business Enterprise Ordinance, contact the Contract Compliance Division at pcadmin-ops@dekalbcountyga.gov or (404) 371-7051.

3. In order for a Proposal to be considered, it is **mandatory** that the *Schedule of Local Small Business Enterprise Participation Opportunity Tracking Form* (Exhibit A) and *Letter of Intent to perform as a Subcontractor or Provide materials or Services* (Exhibit B) be completed and submitted with responder's proposal.

D. Federal Work Authorization Program Contractor And Subcontractor Evidence Of Compliance

1. All qualifying contractors and subcontractors performing work with DeKalb County, Georgia must register and participate in the federal work authorization program to verify the work eligibility information of new employees. Successful responder(s) shall be required to register and participate in the federal work authorization program. In order for a Proposal to be considered, it is **mandatory** that the *Responder/Contractor Affidavit*, Attachment F, be completed and submitted with responder's proposal.
2. Qualifying contractors must submit a completed *Subcontractor Affidavit*, and a *Sub-Subcontractor Affidavit*, for each subcontractor and sub-subcontractor, if applicable. See Attachment G.

IV. CRITERIA FOR EVALUATION

The following evaluation criteria and the maximum points stated below will be used as the basis for the evaluation of proposals. The criteria are not necessarily listed in any particular order. The DKSO may request additional information from all proposers and further evaluate the selection criteria.

- A. Cost Proposal (10 points)
- B. Technical Proposal (80 points)
 1. Technical Approach (40 points)
 2. Personnel (20 points)
 3. Organizational Qualifications and Financial Capabilities (20 points)
- C. Local Small Business Enterprise participations (10 points)
- D. Optional Interview for Shortlisted Firms (10 points) – bonus

V. CONTRACT ADMINISTRATION

A. Submittal Instructions

1. One (1) original Technical Proposal stamped "original" and nine (9) flash drives with each flash drive containing an identical copy of the Technical Proposal; and (1) original Cost Proposal (see III. Proposal Format, A. Cost

Proposal for additional instructions regarding submittal of cost Proposal) must be submitted to the following address no later than 4:00 P.M. EST. on Monday, November 27, 2017.

DeKalb County Sheriff's Office
Attention: Chief Xernia L. Fortson
4415 Memorial Drive
Decatur, Georgia 30032

2. Responders are encouraged to submit one sealed package that contains the separated and sealed package that contains the separate and sealed technical proposal and cost proposal as indicated above. The sealed proposal package must be clearly identified on the outside packaging with the responder's name and "Request for Proposal No. 17-03 To Provide Inmate Food Service for DeKalb County Jail" on the outside of the envelope(s) or box (es).
3. It is the responsibility of each responder to ensure that its submission is received by 4:00 p.m. on the proposal submission date. Responders should plan enough time to ensure that they will be able to deliver their submission prior to the deadline. Late submissions, for whatever reason, will not be evaluated. Responders should plan their deliveries accordingly. E-mail, telephone, or fax bids will not be accepted.

B. Pre-Proposal Conference and Site Visit

A pre-proposal conference and site visit will be held at 10:00 a.m. EST. on Tuesday, November 7, 2017 at the DeKalb County Sheriff's Office, 4415 Memorial Drive, Decatur, Georgia 30032. Out of state firms unable to attend the conference in-person may contact Chief Xernia L. Fortson to discuss participating via teleconferencing. Interested responders are strongly encouraged to attend and participate in the pre-proposal conference. For information regarding the pre-proposal conference, please contact, Chief Xernia L. Fortson at (404) 298-8124 or via e-mail xlfortson@dekalbcountyga.gov.

C. Questions

All questions concerning the RFP and requests for interpretation of the Contract may be asked and answered at the pre-bid conference; however, oral answers are not authoritative. Questions must be submitted in writing to Chief Xernia Fortson, Esq. in writing, either at the address indicated above, by e-mail to cdbrown11@dekalbcountyga.gov or by facsimile at (404) 298-8101. **All questions regarding this proposal shall be submitted no later than Tuesday, November 14, 2017 at 4:00 P.M. EST. Questions and requests for interpretation received by DeKalb County Sheriff's Office after this date will not be receive a response or be the subject of addenda.**

D. Acknowledgement of Addenda

Addenda may be issued in response to changes in the Request for Proposal. It is the responsibility of the responder to ensure awareness of all addenda issued for this solicitation. Addenda must be acknowledged either in a cover letter or by signing and returning the Addendum form. Acknowledgments must be received no later than the proposal due date. If acknowledgments are returned with the proposal, they must be submitted with the Technical Proposal only. Failure to properly acknowledge any Addendum may result in a declaration of non-responsiveness by the DKSO. All addenda issued for this project may be found on the DKSO's website, <http://www.dekalbsheriff.org>.

E. Proposal Duration

Proposals submitted in response to this RFP must be marked as valid for a period of one hundred twenty (120) days from the proposal submission deadline, if the proposal dead line is extended.

F. Expenses of Preparing Responses to this RFP

The DKSO accepts no responsibility for any expenses incurred by the Responders to this RFP. Such expenses are to be borne exclusively by the Responders.

G. Georgia Open Records Act

Without regard to any designation made by the person or entity making a submission, the DKSO considers all information submitted in response to this request to be a public record that will be disclosed upon proper request pursuant to the Georgia Open Records Act, O.C.G.A. § 50-18-70 et seq. without consulting or contacting the person or entity making the submission, unless a court order is presented with the submission. You may wish to consult an attorney or obtain legal advice prior to making a submission.

H. Business License

Please provide a valid company business license and any professional license(s) with your proposal. Georgia companies are to submit a valid county or city business license. Contractors that are not Georgia companies are to provide a certificate of authority to transact business in the state of Georgia and a copy of a valid business license issued by its home jurisdiction, if applicable. Any license submitted in response to this RFP shall be maintained by the responder for the duration of the contract.

I. Required Signatures

Proposals and the resulting contract must be signed by an officer or agent of the company having the authority to bind the company in contract.

J. Standard DKSO Contract

1. Attachment H, *Sample Standard DKSO Contract* is the standard contract document which specifically outlines the contractual responsibilities.
2. Responders are cautioned to thoroughly understand and comply with all provisions covered within the DKSO's sample contract. All responders should thoroughly review the document prior to submitting a proposal. Any proposed revision to the sample contract must be submitted in writing with the proposal. Since proposed revision may result in a proposal being rejected if the revisions are unacceptable to the DKSO, responders should review any proposed revisions with an officer of the firm having authority to execute the contract. No alterations can be made to the contract after award is made.

VI. CONTRACT AWARD

- A. An evaluation committee will review and score all proposals based on the qualifications and information provided in Section III. PROPOSAL FORMAT, and Section IV. CRITERIA FOR EVALUATIONS.
- B. An Interview list may be created to allow firms the opportunity to respond to questions from the evaluation committee relevant to the submitted proposals. During the interview oral presentations to the evaluation committee shall not exceed **one hour** in duration.
- C. The evaluation committee will recommend an award to the Sheriff for the highest scoring proposal(s). The Sheriff will make the final decision as to award of contract.

THE DKSO RESERVES THE RIGHT TO REJECT ANY AND ALL PROPOSALS, TO WAIVE INFORMALITIES AND TO RE-ADVERTISE.

Sincerely,

Xernia L. Fortson, Esq.
Chief of Administration

- Attachment A: Cost Proposal Form
- Attachment B: Proposal Cover Sheet
- Attachment C: Contractor Reference and Release Form
- Attachment D: Subcontractor Reference and Release Form
- Attachment E: LSBE Information Forms (Exhibit A – B)
- Attachment F: Responder/Contractor Affidavit
- Attachment G: Subcontractor and Sub-Subcontractor Affidavit, if applicable
- Attachment H: Sample DKSO Contract
- Attachment I: Service Provider Qualification Questionnaire
- Attachment J: Contract Specifications/Technical Proposal for Inmate Food Service



ATTACHMENT A

Cost Proposal Form

(4 pages – 1 Copy, Separate & Sealed)

**Attachment A
COST PROPOSAL FORM
FOOD SERVICE AT THE DEKALB COUNTY JAIL
DEKALB COUNTY, GEORGIA**

RESPONDERS: **Please complete all attached Cost Proposal Forms and return with this cover page.**

Name of Firm: _____

Address: _____

Authorized Person Submitting Proposal: _____

Title of Authorized Person: _____

Telephone Number: _____

Fax Number: _____

E-mail Address: _____

Signature of Authorized Person

Date

**Attachment A
COST PROPOSAL FORM
FOOD SERVICE AT THE DEKALB COUNTY JAIL
DEKALB COUNTY, GEORGIA**

RESPONDERS: Please complete all attached Cost Proposal Forms.

Name of Responder

I. **RESPONDER:** State guaranteed firm fixed price per meal to include, but is not limited to, furnishing all labor, food, beverages, and other material (such as paper/plastics plates and bowls, paper bags, plastic ware) as necessary, to provide food services for the inmates, staff, and visitors for the DeKalb County Jail, in accordance with the Contract Specifications/Technical Proposal of this RFP.

- | | | |
|--------------------------------------|---------|-----------|
| A. Inmate Meal* | \$_____ | Each Meal |
| B. Juvenile Meal* | \$_____ | Each Meal |
| C. Therapeutic Diets* | \$_____ | Each Meal |
| D. Staff/Vendor/Visitor Meals | \$_____ | Each Meal |
| 1. Staff Meal* | \$_____ | Each Meal |
| 2. Vendor/Visitor Meal | \$_____ | Each Meal |
| 3. Banquet and Special Event Meals | \$_____ | Each Meal |
| a. Menu One (1) | \$_____ | Each Meal |
| b. Menu Two (2) | \$_____ | Each Meal |
| c. Menu Three (3) | \$_____ | Each Meal |
| d. Menu Four (4) | \$_____ | Each Meal |
| e. Menu Five (5) | \$_____ | Each Meal |

*Price each meal based on your proposed 28 day Cycle Menu

**Attachment A
COST PROPOSAL FORM
FOOD SERVICE AT THE DEKALB COUNTY JAIL
DEKALB COUNTY, GEORGIA**

- II. Additional components which Responder believes should be a part of the Contract Specifications/Technical Proposal of this RFP and include description of component, Identify separate costs of each component.

**Attachment A
COST PROPOSAL FORM
FOOD SERVICE AT THE DEKALB COUNTY JAIL
DEKALB COUNTY, GEORGIA**

RESPONDER: Based on the below Seven (7) Day Sample Menu state the price per meal (in the space provided) inclusive of furnishing all labor, food, beverages, and other materials (such as paper/plastics plates and bowls, paper bags, plastic ware) as necessary.

	Day 1	Day2	Day3	Day4	Day5	Day6	Day7
Morning Fruit or juice Protein-rich food and/or cereal Toast or hot bread Beverage	4 oz-100% Orange Juice ¾ cup Cereal 8oz 1% Milk \$_____	4 oz- 100% Apple Juice ¾cup Cereal 8oz 1% Milk \$_____	4 oz- 100% Orange Juice ¾ cup Cereal 8oz1% milk \$_____	4 oz-100% Apple Juice ¾cup Cereal 8 oz 1%Milk \$_____	4 oz-100% Orange Juice ¾ cup Cereal 8 oz 1% Milk \$_____	4oz-100% Apple Juice ¾ cup Cereal 8oz 1% Milk \$_____	4oz-100% Orange Juice ¾ cup Cereal 8oz 1% Milk \$_____
Noon Protein-rich food Potato or substitute Vegetables (1 or 2) Salad Bread Fruit or dessert Beverage	3 oz Turkey Bologna 6 oz Oven Fries 4oz Collard Greens 2 sl Bread 4oz Cal Fort 100% Fruit Juice Blend 1 Margarine Pat \$_____	3 oz Turkey Salami 6 oz Great North Beans 4 oz Carrots 2sl Bread 4oz Cal Fort 100% Fruit Juice Blend 1 Margarine Pat \$_____	3 oz Turkey Ham 6ozMac& Cheese 4 oz Green Beans 2 sl Bread 4oz Cal Fort 100% Fruit Juice Blend 1 Margarine Pat \$_____	3 oz Turkey Bologna 6 oz Rice & Beans 4 oz Turnip Greens 2sl Bread 4oz Cal Fort 100% Fruit Juice Blend 1 Margarine Pat \$_____	2 oz Peanut Butter 2 pk Jelly 6 oz Oven Fries 4 oz Cole Slaw 2sl Bread 4oz Cal Fort 100% Fruit Juice Blend 1 Ketchup Pk \$_____	3 oz Turkey Salami 6 oz Grits 4 oz Carrots 2sl Bread 4oz Cal Fort 100% Fruit Juice Blend 1 Margarine Pat \$_____	3 oz Turkey Ham 6 oz Black Beans 4 oz Broccoli 2sl Bread 4oz Cal Fort 100% Fruit Juice Blend 1 Margarine Pat \$_____
Night Soup or juice Protein-rich food Vegetable or salad Bread Fruit or dessert Beverage	4oz Ham 4ozSweet Potatoes 4oz Mix Veg 1 cup Toss Salad 1 pk Dressing 2 sl Bread 1 pat Margarine 1 pk Cookies \$_____	3ozChicken 2 oz Gravy 4oz Rice 4 oz Broccoli 1 cup Toss Salad 1 pk Dressing 2 sl Bread 1 pat Margarine 1 pk Cookies \$_____	4 oz Beef Patty 4oz Mash Potatoes 2 oz Gravy 4 oz Carrots 1 cup Toss Salad 1 pk Dressing 2 sl Bread 1 pat Margarine 1 pk Cookies \$_____	4 oz Hot Dogs 6 oz Veg Beans 4oz Mustard Greens 1 cup Toss Salad 1 pk Dressing 2 sl Bread 1 pat Margarine 1 pk Cookies \$_____	4 oz Fish 4oz Rice 4 oz Green Beans 1 cup Toss Salad 1 pk Dressing 2 sl Bread 1 pat Margarine 1 pk Cookies \$_____	6 oz Turkey ala King 4oz Rice 4 oz Beets 1 cup Toss Salad 1 pk Dressing 2 sl Bread 1 pat Margarine 1 pk Cookies \$_____	4 oz Meatballs 6oz Pasta 2ozTomato Sauce 4 oz Mixed Veg 1 cup Toss Salad 1 pk Dressing 2 sl Bread 1 pat Margarine 1 pk Cookies \$_____



ATTACHMENT B

Proposal Cover Sheet

**ATTACHMENT B
PROPOSAL COVER SHEET**

NOTE: Read all instructions, conditions and specifications in detail before completing this Request for Proposal.

Please complete and include this cover sheet with your technical proposal.

Company Name		Federal Tax ID#	
Complete Primary Address	County	City	Zip Code
Mailing Address (if different)	City	State	Zip Code
Contact Person Name and Title	Telephone Number (include area code)		
Email Address	Fax Number (include area code)		
Company Website Address	Type of Organization (check one) <input type="checkbox"/> Corporation <input type="checkbox"/> Joint Venture <input type="checkbox"/> Proprietorship <input type="checkbox"/> Government		
<p>Proposals for Inmate Food Service at the DeKalb County Jail described herein will be received in the DeKalb County Sheriff's Office, Administration Division, 4415 Memorial Drive, Decatur, Georgia 30032 on Monday, November 27, 2017 until <u>4:00 p.m. (EST)</u>. Proposals shall be marked in accordance with the RFP, Section V. Contract Administration, A. Submittal Instructions.</p> <p>CAUTION: The Decatur Postmaster will not deliver certified or Special Delivery Mail to specific addresses within DeKalb County Government. When sending bids or time sensitive documents, you may want to consider a courier that will deliver to specific addresses.</p>			
<p>Proposal Cover Sheet should be signed by a representative of Proposer with the authority to bind Proposer to all terms, conditions, services, and financial responsibilities in the submitted Proposal.</p>			
Authorized Representative Signature(s)		Title(s)	
Type or Print Name(s)		Date	



ATTACHMENT C

Contractor Reference
and
Release Form

ATTACHMENT C
CONTRACTOR REFERENCE AND RELEASE FORM

List below at least three (3) references, including company name, contact name, address, email address, telephone numbers and contract period who can verify your experience and ability to perform the type of service listed in the solicitation.

Company Name	Contract Period		
Contact Person Name and Title	Telephone Number (include area code)		
Complete Primary Address	City	State	Zip Code
Email Address	Fax Number (include area code)		
Project Name			

Company Name	Contract Period		
Contact Person Name and Title	Telephone Number (include area code)		
Complete Primary Address	City	State	Zip Code
Email Address	Fax Number (include area code)		
Project Name			

Company Name	Contract Period		
Contact Person Name and Title	Telephone Number (include area code)		
Complete Primary Address	City	State	Zip Code
Email Address	Fax Number (include area code)		
Project Name			

REFERENCE CHECK RELEASE STATEMENT

You are authorized to contact the references provided above for purposes of this RFP.

Signed _____ Title _____
(Authorized Signature of Proposer)



ATTACHMENT D

Subcontractor Reference
and
Release Form
(make additional copies as needed)

ATTACHMENT D
SUBCONTRACTOR REFERENCE AND RELEASE FORM

Company Name _____ Date _____

List below at least three (3) references, including company name, contact name, address, email address, telephone numbers and contract period who can verify your experience and ability to perform the type of service listed in the solicitation.

Company Name	Contract Period		
Contact Person Name and Title	Telephone Number (include area code)		
Complete Primary Address	City	State	Zip Code
Email Address	Fax Number (include area code)		
Project Name			

Company Name	Contract Period		
Contact Person Name and Title	Telephone Number (include area code)		
Complete Primary Address	City	State	Zip Code
Email Address	Fax Number (include area code)		
Project Name			

Company Name	Contract Period		
Contact Person Name and Title	Telephone Number (include area code)		
Complete Primary Address	City	State	Zip Code
Email Address	Fax Number (include area code)		
Project Name			

REFERENCE CHECK RELEASE STATEMENT

You are authorized to contact the references provided above for purposes of this RFP.

Signed _____ Title _____
(Authorized Signature of Proposer)



ATTACHMENT E

LSBE Information Forms
(Exhibits A - B)

**ATTACHMENT E
LSBE INFORMATION FORMS
EXHIBITS A - B**

**SCHEDULE OF LOCAL SMALL BUSINESS ENTERPRISE PARTICIPATION
OPPORTUNITY TRACKING FORM**

The Chief Executive Officer and the Board of Commissioners of DeKalb County believe that it is important to encourage the participation of small and local businesses in the continuing business of County government; and that the participation of these types of businesses in procurement will strengthen the overall economic fabric of DeKalb County, contribute to the County's economy and tax base, and provide employment to local residents. Therefore, the Chief Executive Officer and the Board of Commissioners have made the success of local small businesses a permanent goal of DeKalb County by implementing the Local Small Business Enterprise Ordinance.

PROVISIONS OF LOCAL SMALL BUSINESS ENTERPRISE (LSBE) ORDINANCE

Amount of LSBE Participation Required
20% of Total Award

	Request For Proposals (RFP)	Invitations To Bid (ITB)
LSBE Within DeKalb (LSBE-DeKalb)	Ten (10) Percentage Points	Ten (10) Percent Preference
LSBE Outside DeKalb (LSBE-MSA)	Five (5) Percentage Points	Five (5) Percent Preference

Certified Local Small Business Enterprises (LSBEs) located within DeKalb County and prime contractors utilizing LSBEs that are locally-based inside DeKalb County shall receive ten (10) percentage points in the initial evaluation of their response to any Request for Proposal and a ten (10) percent preference on all responses to any Invitation to Bid. Certified LSBEs located outside of DeKalb County but within the ten (10) County Metropolitan Statistical Area (MSA) consisting of Cherokee, Clayton, Cobb, DeKalb, Douglas, Fayette, Fulton, Gwinnett, Henry and Rockdale Counties shall receive five (5) percentage points in the initial evaluation of their response to any Request for Proposal and a five (5) percent preference on all responses to any Invitation to Bid.

For all qualified sealed solicitations, the Director of Purchasing and Contracting, DeKalb County Government, shall determine if the bidder/proposer has included written documentation showing that at least twenty percent (20%) of the total contract award will be performed by a certified LSBE. This written documentation shall be in the form of a notarized Schedule of LSBE Participation (Attached hereto as "Exhibit A".) For all contracts, a signed letter of intent from all certified LSBEs describing the work, material, equipment and/or services to be performed or provided by the LSBE(s) and the agreed

upon dollar value shall be due with the bid or proposal documents and included with "Exhibit A". The certified vendor list establishes the group of Certified LSBE's from which the bidder/proposer must solicit subcontractors for LSBE participation.

Contractors failing to meet the LSBE benchmark must document and demonstrate Good Faith Efforts in accordance with the attached "Checklist for Good Faith Efforts" portion of "Exhibit A." The notarized Schedule of LSBE Participation shall be due and submitted with each bid or proposal. Failure to achieve the LSBE benchmark or demonstrate good faith efforts shall result in a bid or proposal being rejected.

Upon award, Prime Contractors are required to submit a report detailing LSBE/Sub-Contractor usage with each request for payment and not less than on a monthly basis. Prime Contractors are also required to certify that all sub-contractors have been paid within seven (7) days of the Prime's receipt of payment from the County. Failure to provide requested reports/documentation may constitute a material breach of contract, entitling the County to terminate the Contract for default or pursue other remedies. LSBE sub-contractors must submit a detailed report of their sub-contracting activity for each County contract they participate in.

For eligible bids over \$5,000,000.00, The Director of Purchasing and Contracting or designee will determine if the Mentor-Protégé provision of the Ordinance will apply.

It is the objective of the Chief Executive Officer and Board of Commissioners of DeKalb County to provide maximum practicable opportunity for all businesses to participate in the performance of government contracts. To achieve this purpose, the County would like to track and record information about participating vendors. The attached "Exhibit A," also records who performs work and renders services to the County. Contractors are requested to indicate whether they are a LSBE-DeKalb or MSA and list the level of participation by subcontractors designated as such on each solicitation.

EXHIBIT A

**SCHEDULE OF LOCAL SMALL BUSINESS ENTERPRISE PARTICIPATION
OPPORTUNITY TRACKING FORM**

As specified, Bidders and Proposers are to present the details of LSBE participation below:

PRIMEBIDDER/PROPOSER: _____

SOLICITATION NUMBER: _____

TITLE OF UNIT OF WORK: _____

1. My firm, as the prime bidder/proposer on this unit of work, is a certified (check all that apply): ___LSBE-DeKalb ___LSBE-MSA

2. If you are a Certified LSBE-DeKalb or MSA, please indicate below the portion of work (including the percentage of the amount bid/proposal) that your firm will carry out directly: _____.

3. If the prime bidder/proposer is a joint venture, please describe below the nature of the joint venture and level of work and financial participation to be provided by the LSBE-DeKalb or MSA joint venture firm.

4. List the LSBE-DeKalb or MSA subcontractors and/or firms (including suppliers) to be utilized in of this contract, if awarded. No changes can be made in the subcontractors listed below without the prior written approval of the County. Please attach a signed letter of intent from all certified LSBEs describing the work, materials, equipment or services to be performed and/or provided and the agreed upon dollar value. A Letter of Intent form is attached hereto as "Exhibit B".

Name of Company	
Address	
Telephone	
Fax	
Contact Person	
Indicate all that apply and attach proof of certification: LSBE-DeKalb/LSBE-MSA	
Description of services to be performed	
Percentage of work or estimated contract award amount to be performed	

Name of Company	
Address	
Telephone	
Fax	
Contact Person	
Indicate all that apply and attach proof of certification: LSBE-DeKalb/LSBE-MSA	
Description of services to be performed	
Percentage of work or estimated contract award amount to be performed	

Name of Company	
Address	
Telephone	
Fax	
Contact Person	
Indicate all that apply and attach proof of certification: LSBE-DeKalb/LSBE-MSA	
Description of services to be performed	
Percentage of work or estimated contract award amount to be performed	

Name of Company	
Address	
Telephone	
Fax	
Contact Person	
Indicate all that apply and attach proof of certification: LSBE-DeKalb/LSBE-MSA	
Description of services to be performed	
Percentage of work or estimated contract award amount to be performed	

Please attach additional pages, if necessary.

EXHIBIT A, CONT'D

DEKALB COUNTY
CHECKLIST FOR GOOD FAITH EFFORTS

A bidder/proposer that does not meet the County's LSBE participation benchmark is required to submit documentation to support all "Yes" responses as proof of "good faith efforts." Please indicate whether or not any of these actions were taken:

	Yes	No	Description of Actions
1.			Advertisement for solicitation of LSBEs in general circulation media and trade association publications at least seven (7) calendar days prior to bid or proposal opening any and all sub-contractor opportunities. Proof of advertisement must be submitted with the bid or proposal.
2.			Provided written notice to LSBEs that their interest in sub-contracting opportunities or furnishing supplies is solicited. Provide a contact log showing the name, address, email and contact number (phone or fax) used to contact the proposed certified subcontractors, nature of work requested for quote, date of contact, the name and title of the person making the effort and the amount of the quoted price if one was obtained.
3.			Provided interested LSBEs with timely, adequate information about the plans, specification, and other such requirements of the contract to facilitate their quotation and conducted follow up to initial solicitations.
4.			Efforts made to divide the work for LSBE subcontracting areas likely to be successful and to identify portions of work available to LSBEs consistent with their availability. Include a list of divisions of work not subcontracted and the corresponding reasons for not including them. The ability or desire of a bidder/proposer to perform the contract work with its own organization does not relieve it of the responsibility to make good faith efforts on all scopes of work subject to subcontracting.
5.			Efforts were made to assist potential LSBE subcontractors meet bonding, insurance, or other governmental contracting requirements. Where feasible, facilitating the leasing of supplies or equipment when they are of such a specialized nature that the LSBE could not readily and economically obtain them in the marketplace.
6.			Communication with Contract Compliance seeking assistance in identifying available LSBEs. Provide Contract Compliance representative name and title.
7.			For all contracts, a signed letter of intent from all certified LSBEs describing the work, materials, equipment or services to be performed or provided by the LSBE(s) and the agreed upon dollar value shall be due with the bid or proposal documents. Provide subcontractor information as requested by forms provided by Contract Compliance.
8.			Other Actions (specify):

Please explain all “no” answers above (by number): _____

This list is a guideline and by no means exhaustive. The County will review these efforts, along with other documents, to assess the bidder/proposer’s efforts to meet the County’s LSBE Participation benchmark. If you require assistance in identifying certified, bona fide LSBEs, please contact the Purchasing and Contracting Department - LSBE Program, Felton Williams, Special Projects Manager at 404-371-6312. A copy of the list of LSBEs certified by the DeKalb County Government, Purchasing and Contracting Department is available on our website at <http://www.dekalbcountyga.gov/>.

**DEKALB COUNTY LOCAL SMALL BUSINESS ENTERPRISE SCHEDULE OF
PARTICIPATION
OPPORTUNITY TRACKING FORM**

Bidder/Proposer Statement of Compliance

Bidder(s)/Proposer(s) hereby state that they have read and understand the requirements and conditions as set forth in the objectives and that reasonable effort were made to support the County in providing the maximum practicable opportunity for the utilization of LSBEs consistent with the efficient and economical performance of this contract. The Bidder and any subcontractors shall file compliance reports at reasonable times and intervals with the County in the form and to the extent prescribed by the Director of DeKalb County Purchasing and Purchasing and Contracting Department. Compliance reports filed at such times as directed shall contain information as to the employment practices, policies, programs and statistics of Contractors and their subcontractors.

1. Non-Discrimination Policy

- a. During the performance of this agreement, Contractor agrees to conform to the following Non-Discrimination Policy adopted by the County.
- b. Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or disability. The Contractor will take action to ensure that applicants are employed, and the employees are treated during employment without regard to their race, color, religion, sex, national origin, or disability. Such action shall include, but not be limited to, the following:
 - (1) Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places available to employees and applicants for employment, notices to be provided setting forth provisions of this non-discrimination clause.
 - (2) Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, or disability.
- c. Without limiting the foregoing, Contractor shall not discriminate on the basis of disability in the admission or access to, or treatment or employment in, the programs and activities, which form the subject of the contract. The Contractor will take action to ensure that applicants for participation in such programs and activities are considered without regard to disability. Such action shall include, but not be limited to, the following:
 - (1) Contractor agrees to post in conspicuous places available to participants in its programs and activities notices to be provided setting forth the provisions of this non-discrimination clause.

- (2) Contractor shall, in all solicitations or advertisements for programs or activities, which are the subject of the contract, state that all qualified applicants will receive consideration for participation without regard to disability.

2. **Commitment**

The undersigned certifies that he/she has read, understands, and agrees to be bound by the bid specifications, including the accompanying Exhibits and other terms and conditions of the Invitation to Bid and/or Request for Proposal regarding LSBE utilization. The undersigned further certifies that he/she is legally authorized by the bidder or responder to make the statements and representations in

Exhibit A and that said statements and representations are true and correct to the best of his/her knowledge and belief. The undersigned will enter into formal agreement(s) with the LSBE(s) listed in this Exhibit A, which are deemed by the owner to be legitimate and responsible LSBEs. Said agreement(s) shall be for the work and contract with the County. The undersigned understands and agrees that if any of the statements and representations are made by the Bidder knowing them to be false, or if there is a failure of the successful Bidder (i.e., Contractor) to implement any of the stated agreements, intentions, objectives, goals and commitments set forth herein without prior approval of the County, then in any such events the contractor's act or failure to act, as the case may be, shall constitute a material breach of contract, entitling the County to terminate the Contract for default. The right to so terminate shall be in addition to, and not in lieu of, any other rights and remedies the County may have for other defaults under the Contract. Additionally, the Contractor will be subject to the loss of any future contract awards by the County for a period of one year.

Firm Name (Please Print):

Firm's Officer:

(Authorized Signature and Title Required)

Date

Sworn to and Subscribed to before me this ____ day of _____, 201__.

Notary Public

My Commission Expires: _____

EXHIBIT B

**LETTER OF INTENT TO PERFORM AS A SUBCONTRACTOR
PROVIDING MATERIALS OR SERVICES**

Instructions:

1. Complete the form in its entirety and submit with bid documents.
2. Attach a copy of the LSBE's current valid Certification Letter.

To: _____
(Name of Prime Contractor Firm)

From: _____ **LSBE –DeKalb** **LSBE –MSA**
(Name of Subcontractor Firm) (Check all that apply)

RFP Number: 17-03 _____

Project Name: To Provide Inmate Food Service at the DeKalb County Jail

The undersigned subcontractor is prepared to perform the following described work or provide materials or services in connection with the above project (specify in detail particular work items, materials, or services to be performed or provided).

Description of Materials or Services	Project Commence Date	% of Contract Award

Prime Contractor

Sub-contractor

Signature: _____

Signature: _____

Title: _____

Title: _____

Date: _____

Date: _____



ATTACHMENT G

Subcontractor and Sub-subcontractor
Affidavit, if applicable

ATTACHMENT G
SUBCONTRACTOR AFFIDAVIT UNDER O.C.G.A. § 13-10-91

By executing this affidavit, the undersigned Subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with _____(insert name of Contractor) on behalf of DEKALB COUNTY, GEORGIA has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned Subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned Subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-Subcontractors who present an affidavit to the Subcontractor with the information required by O.C.G.A. § 13-10-91. Additionally, the undersigned Subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the Contractor within five business days of receipt. If the undersigned Subcontractor receives notice that a sub-subcontractor has received an affidavit from any other contracted sub-subcontractor, the undersigned Subcontractor must forward, within five business days of receipt, a copy of the notice to the Contractor. Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Subcontractor

Name of Project

DeKalb County Georgia Government _____
Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.
Executed on _____, 20__ in _____(city), _____(state).

By: _____
Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

Subscribed and Sworn before me on this the
_____ day of _____, 20 ____.

NOTARY PUBLIC
My Commission Expires:



ATTACHMENT H

Sample DKSO Contract

**ATTACHMENT H
SAMPLE DKSO CONTRACT**

**AGREEMENT FOR PROFESSIONAL SERVICES
DeKalb County, Georgia**

THIS AGREEMENT made as of this ____ day of _____, 20____, (hereinafter called the “execution date”) by and between DEKALB COUNTY SHERIFF’S OFFICE, a political subdivision of the State of Georgia (hereinafter referred to as the “DKSO”), and _____, a corporation organized and existing under the laws of the State of _____, with offices located at _____ (hereinafter referred to as “Service Provider”), shall constitute the terms and conditions under which the Service Provider shall provide inmate food service at the DeKalb County Jail, DeKalb County, Georgia.

WITNESSETH: That for and in consideration of the mutual covenants and agreements herein set forth, the DKSO and the Service Provider hereby agree as follows:

ARTICLE I. CONTRACT TIME

The Service Provider shall commence the Work under this Agreement within ten (10) days from the acknowledgement of receipt of the Notice to Proceed. The Service Provider shall fully complete the Work within five (5) years from and including the acknowledgement of receipt of the Notice to Proceed. The Contract Time may be extended only by Change Order approved and executed by the DeKalb County Sheriff or his designee and the Service Provider in accordance with the terms of this Contract.

ARTICLE II. CONTRACT TERM

The services to be performed under this Contract shall commence on _____. As required by O.C.G.A §36-60-13, this Contract shall (i) terminate without further obligation on the part of the DKSO each and every December 31st, as required by O.C.G.A. § 36-60-13, as amended, unless terminated earlier in accordance with the termination provisions of this Contract; (ii) automatically renew on each January

1st, unless terminated in accordance with the termination provisions of this Contract; and (iii) terminate absolutely, with no further renewals, on _____, unless extended by Change Order adopted and approved by the DeKalb County Governing Authority and the Service Provider in accordance with the terms of this Contract.

ARTICLE III. PAYMENT

The DKSO shall pay the Service Provider for services performed as follows: _____ and 00/100 Dollars (\$_____). Full payment for services rendered will be paid no later than thirty (30) days after acceptance of the project by DKSO. The total monetary obligation of the DKSO shall not exceed the payment amount listed in this Article. In case of termination prior to the expiration of this Contract, Service Provider will be paid only for services rendered as of the date of termination as determined by the DKSO.

ARTICLE IV. SCOPE OF WORK

The Service Provider agrees to provide all professional services, equipment, and all things necessary for inmate food service at the DeKalb County Jail in accordance with the DKSO's Request for Proposals (RFP) No. _____ attached hereto as Appendix I and incorporated herein by reference, and the Service Provider's response thereto, attached hereto as Appendix II and incorporated herein by reference.

The Service Provider's services shall include all things, personnel, and materials necessary to accomplish specific projects authorized by the DKSO. Specific Work Authorizations will have precedence over any interpretation within the Contract.

ARTICLE V. GENERAL CONDITIONS

A. **Accuracy of Work**: The Service Provider shall be responsible for the accuracy of the Work and any error and/or omission made by the Service Provider in any phase of the Work under this Agreement.

- B. **Additional Work:** The DKSO shall in no way be held liable for any work performed under this section which has not first been approved in writing by the DKSO in the manner required by applicable law and/or the terms of this Contract. The DKSO may at any time order changes within the scope of the Work without invalidating the Contract upon seven (7) days written notice to the Service Provider. The Service Provider shall proceed with the performance of any changes in the Work so ordered by the DKSO unless such change entitles the Service Provider to a change in Contract Price, and/or Contract Term, in which event the Service Provider shall give the DKSO written notice thereof within fifteen (15) days after the receipt of the ordered change, and the Service Provider shall not execute such changes until it receives an executed Change Order from the DKSO. No extra cost or extension of time shall be allowed unless approved by the DKSO and authorized by execution of a Change Order. The parties' execution of any Change Order constitutes a final settlement of all matters relating to the change in the Work which is the subject of the Change Order. The DKSO shall not be liable for payment for any work performed under this section which has not first been approved in writing by the DKSO in the manner required by applicable law and/or the terms of this Contract.
- C. **Ownership of Documents:** All documents, including drawings, estimates, specifications, and data are and remain the property of the DKSO. The Service Provider agrees that the DKSO may reuse any and all plans, specifications, drawings, estimates, or any other data or documents described herein in its sole discretion without first obtaining permission of the Service Provider and without any payment of any monies to the Service Provider therefore. However, any reuse of the documents by the DKSO on a different site shall be at its risk and the Service Provider shall have no liability where such documents are reused.
- D. **Right to Audit:** The DKSO shall have the right to audit all books and records, including electronic records, relating or pertaining to this contract or agreement, including but not limited to all financial and performance related records, property, and equipment purchased in whole or in part with the DKSO funds and any documents or materials which support those records, kept under the control of the Service Provider,

including but not limited to those kept by the Service Provider's employees, agents, assigns, successors and subcontractors. The DKSO also has the right to communicate with Service Provider's employees related to the audited records.

The Service Provider shall maintain such books and records, together with such supporting or underlying documents and materials, for the duration of this contract and for seven (7) years after termination or expiration, including any and all renewals thereof. The books and records, together with supporting documents and materials shall be made available, upon request to the DKSO or its designee, during normal business hours at the Service Provider's office or place of business. In the event that no such location is available, then the books, records, and supporting documents shall be made available for audit at a time and location which is convenient for the DKSO.

- E. **Successors and Assigns:** The Service Provider agrees it shall not sublet, assign, transfer, pledge, convey, sell, or otherwise dispose of the whole or any part of this Contract or his right, title, or interest therein to any person, firm, or corporation without the previous written consent of the DKSO. If the DKSO consents to any such assignment or transfer, then the Service Provider binds itself, its partners, successors and assigns to all covenants of this Contract. Nothing contained in this Contract shall create, nor be interpreted to create privity, or any other relationship whatsoever, between the DKSO and any person, or entity or than Service Provider.
- F. **Reviews and Acceptance:** Work performed by the Service Provider shall be subject to review and acceptance in stages as required by the DKSO. Acceptance shall not relieve the Service Provider of its professional obligation to correct, at his own expense, any errors in the Work.
- G. **Termination of Agreement:** The Service Provider understands and agrees that the date of the beginning of Work, rate of progress, and time for completion of the Work are essential conditions of this Contract. The DKSO may, for its own convenience and at its sole option, without cause and without prejudice to any other right or remedy of the DKSO, elect to terminate the Contract by delivering to the Service Provider, at the address listed in the Notices article of this Contract, a written notice of termination specifying the effective date of termination. Such notice shall be delivered to Service

Provider at least thirty (30) days prior to the effective date of termination. If Service Provider's services are terminated by the DKSO, the termination will not affect any rights or remedies of the DKSO then existing or which may thereafter accrue against Service Provider or its surety. In case of termination of this Contract before completion of the Work, Service Provider will be paid only for the portion of the Work satisfactorily performed through the effective date of termination as determined by the DKSO. Neither party shall be entitled to recover lost profits, special, consequential or punitive damages, attorney's fees or costs from the other party to this Contract for any reason whatsoever. This Contract shall not be deemed to provide any third-party with any remedy, claim, right of action, or other right. The parties' obligations pursuant to this Section shall survive any acceptance of Work, or termination or expiration of this Contract.

H. **Indemnification Agreement:** The Service Provider shall be responsible from the execution date or from the time of the beginning of the Work, whichever shall be the earlier, for all injury or damage of any kind resulting from the Work, to persons or property, including employees and property of the DKSO. The Service Provider shall exonerate, indemnify, and save harmless the DKSO, County, its elected officials, officers, employees, agents and servants, hereinafter collectively referred to in this Section as "the County Indemnitees," from and against all claims or actions based upon or arising out of any damage or injury (including without limitation any injury or death to persons and any damage to property) caused by or sustained in connection with the performance of this Contract or by conditions created thereby or arising out of or any way connected with Work performed under this Contract, as well as all expenses incidental to the defense of any such claims, litigation, and actions. Furthermore, Service Provider shall assume and pay for, without cost to the County Indemnitees, the defense of any and all claims, litigation, and actions suffered through any act or omission of the Service Provider, or any Subcontractors, or anyone directly or indirectly employed by or under the supervision of any of them. Notwithstanding any language or provision in this Contract, Service Provider shall not be required to indemnify any DKSO Indemnitee against claims, actions, or expenses based upon or

arising out of the DKSO Indemnitee's sole negligence. As between the DKSO Indemnitees and the Service Provider as the other party, the Service Provider shall assume responsibility and liability for any damage, loss, or injury, including death, of any kind or nature whatever to person or property, resulting from any kind of claim made by Service Provider's employees, agents, vendors, Suppliers or Subcontractors caused by or resulting from the performance of Work under this Contract, or caused by or resulting from any error, omission, or the negligent or intentional act of the Service Provider, vendors, Suppliers, or Subcontractors, or any of their officers, agents, servants, or employees. The Service Provider shall defend, indemnify, and hold harmless the DKSO Indemnitees from and against any and all claims, loss, damage, charge, or expense to which they or any of them may be put or subjected by reason of any such damage, loss, or injury. The Service Provider expressly agrees to provide a full and complete defense against any claims brought or actions filed against the DKSO Indemnitees, where such claim or action involves, in whole or in part, the subject of the indemnity contained in this Contract, whether such claims or actions are rightfully or wrongfully brought or filed. The DKSO has the sole discretion to choose the counsel who will provide the defense. No provision of this Contract and nothing herein shall be construed as creating any individual or personal liability on the part of any elected official, officer, employee, agent or servant of the DKSO, nor shall the Contract be construed as giving any rights or benefits hereunder to anyone other than the parties to this Contract. The parties' obligations pursuant to this Section shall survive any acceptance of Work, or termination or expiration of this Contract.

- I. **Insurance** Prior to commencing work, Service Provider shall, at its sole expense, procure and maintain insurance of the types and in the amounts described below from insurer(s) authorized to transact business in the state where the work or operations will be performed by Service Provider. Such insurance shall be placed with admitted insurers that maintain an A.M. Best's rating of not less than "A" (Excellent) with a Financial Size Category of VII or better with coverage forms acceptable to Service Provider. The insurance described below shall be maintained uninterrupted for the duration of the project, including any warranty periods, and shall protect Service

Provider, and others as required by contract, for liabilities in connection with work performed by or on behalf of Service Provider, its agents, representatives, employees or Service Providers.

1. Certificates of Insurance in companies doing business in Georgia and acceptable to the DKSO covering:
 - (a) Statutory Workers' Compensation Insurance, or proof that Service Provider is not required to provide such coverage under State law;
 - 1) Employer's liability insurance by accident, each accident \$1,000,000
 - 2) Employer's liability insurance by disease, policy limit \$1,000,000
 - 3) Employer's liability insurance by disease, each employee \$1,000,000
 - (b) Professional Liability Insurance on the Service Provider's services in this Agreement with limit of \$1,000,000;
 - (c) Commercial General Liability Insurance covering all operations with combined single limit of \$1,000,000;
 - (d) Comprehensive Automobile Liability Insurance with form coverage for all owned, non-owned and hired vehicles with combined single limit of \$1,000,000.
 - (e) Umbrella or Excess Insurance. Umbrella or excess insurance is to be provided with General Liability, Auto Liability and Employers Liability scheduled as underlying policies with limits not less than the following:
 - (1) \$5,000,000 per occurrence
 - (2) \$5,000,000 aggregate
 - (f) Certificates of Insurance must be executed in accordance with the following provisions:

- (g) Certificates to contain policy number, policy limits, and policy expiration date of all policies issued in accordance with this Agreement;
- (h) Certificates to contain the location and operations to which the insurance applies;
- (i) Certificates to contain Service Provider's protective coverage for any subService Provider's operations;
- (j) Certificates to contain Service Provider's contractual liability insurance coverage;
- (k) Certificates are to be **issued** to:

**DeKalb County Sheriff's Office
and DeKalb County, Georgia
4415 Memorial Drive
Decatur, Georgia 30032**

- 2. The Service Provider shall be wholly responsible for securing certificates of insurance coverage as set forth above from all subcontractors who are engaged in this work.
- 3. The Service Provider agrees to carry statutory Workers' Compensation Insurance and to have all subcontractors likewise carry statutory Workers' Compensation Insurance.
- 4. Service Provider agrees to waive all rights of subrogation and other rights of recovery against the DKSO and its officers and shall cause each Subcontractor to waive all rights of subrogation for all coverage, excluding Professional E&O.
- 5. Failure of the DKSO to demand such certificate or other evidence of full compliance with these insurance requirements or failure of the DKSO to identify a deficiency from evidence provided will not be construed as a waiver of the Service Provider's obligation to maintain such coverage. Service Provider understands and agrees that the purchase of insurance in no way limits the liability of the Service Provider.

6. Certificates shall state that the policy or policies shall not expire, be cancelled or altered without at least sixty (60) days prior written notice to the DKSO. Policies and Certificates of Insurance listing the DKSO and its officers as additional insureds (except for workers' compensation insurance) shall conform to all terms and conditions (including coverage of the indemnification and hold harmless agreement) contained in this Contract.
 7. If the DKSO shall so request, the Service Provider will furnish the DKSO for its inspection and approval such policies of insurance with all endorsements, or confirmed specimens thereof certified by the insurance company to be true and correct copies. Service Provider shall be responsible and have the financial wherewithal to cover any deductibles or retentions included on the certificate of insurance.
- J. **Georgia Laws Govern:** The laws of the State of Georgia shall govern the construction of this Contract without regard for conflicts of laws. Should any provision of this Contract require judicial interpretation, it is agreed that the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one party, by reason of the rule of construction, that a document is to be construed more strictly against the party who itself or through its agent prepared same; it being agreed that the agents of all parties have participated in the preparation hereof, and all parties have had an adequate opportunity to consult with legal counsel. In interpreting this Contract in its entirety, the printed provisions of this Contract, and any additions written or typed hereon, shall be given equal weight, and there shall be no inference by operation of law or otherwise; that any provision of this Contract shall be construed against either party hereto.
- K. **Venue:** This Agreement shall be deemed to have been made and performed in DeKalb DKSO, Georgia. For the purposes of venue, all suits or causes of action arising out of this Agreement shall be brought in the courts of DeKalb DKSO, Georgia.
- L. **Contractor and SubContractor Evidence of Compliance; Federal Work Authorization** Pursuant to O.C.G.A. §13-10-91, the DKSO cannot enter into a

contract for the physical performance of services unless the Service Provider, its Subcontractor(s) and sub-subcontractor(s), as that term is defined by state law, register and participate in the Federal Work Authorization Program to verify specific information on all new employees. Service Provider certifies that it has complied and will continue to comply throughout the Contract Term with O.C.G.A. §13-10-91 and any related and applicable Georgia Department of Labor Rule. Service Provider agrees to sign an affidavit evidencing its compliance with O.C.G.A. §13-10-91. The signed affidavit is attached to this Contract as Attachment B. Service Provider agrees that in the event it employs or contracts with any Subcontractor(s) in connection with this Contract, Service Provider will secure from each Subcontractor an affidavit that certifies the Subcontractor's current and continuing compliance with O.C.G.A. §13-10-91 throughout the Contract Term. Any signed Subcontractor Provider affidavit(s) obtained in connection with this Contract shall be attached hereto as Attachment _____. Each Subcontractor agrees that in the event it employs or contracts with any sub-subcontractor(s), each Subcontractor will secure from each sub-subcontractor an affidavit that certifies the sub-subcontractor's current and continuing compliance with O.C.G.A. §13-10-91 throughout the Contract Term. Any signed sub-subcontractor affidavit(s) obtained in connection with this Contract shall be attached hereto as Attachment _____.

- M. **DKSO Representative:** The DKSO may designate a representative through whom the Service Provider will contact the DKSO. In the event of such designation, said representative shall be consulted and his written recommendation obtained before any request for extra work is presented to the DKSO. Payments to the Service Provider shall be made only upon itemized bill submitted to and approved by said representative.
- N. **Service Provider's Status:** The Service Provider will supervise and direct the Work, including the Work of all Subcontractors. Only persons skilled in the type of work which they are to perform shall be employed. The Service Provider shall, at all times, maintain discipline and good order among his employees, and shall not employ any unfit person or persons or anyone unskilled in the work assigned him. The relationship between the

DKSO and the Service Provider shall be that of owner and independent Service Provider. Other than the consideration set forth herein, the Service Provider, its officers, agents, servants, employees, and any Subcontractors shall not be entitled to any of the DKSO employee benefits including, but not limited to social security, insurance, paid annual leave, sick leave, worker's compensation, free parking or retirement benefits. All services provided by Service Provider shall be by employees of Service Provider or its Subcontractor and subject to supervision by Service Provider. No officer or employee of Service Provider or any Subcontractor shall be deemed an officer or employee of the DKSO. Personnel policies, tax responsibilities, social security payments, health insurance, employee benefits and other administrative policies, procedures or requirements applicable to the Work or services rendered under this Contract shall be those of the Service Provider, not the DKSO.

- O. **Georgia Open Records Act:** Service Provider shall comply with the applicable provisions of the Georgia Open Records Act, O.C.G.A. §50-18-70 *et seq.*
- P. **Business License:** Service Provider shall submit a copy of its current, valid business license with this Contract. If the Service Provider is a Georgia corporation, Service Provider shall submit a valid county or city business license. If Service Provider is a joint venture, Service Provider shall submit valid business licenses for each member of the joint venture. If the Service Provider is not a Georgia corporation, Service Provider shall submit a certificate of authority to transact business in the state of Georgia and a copy of its current, valid business license issued by its home jurisdiction. If Service Provider holds a professional license, then Service Provider shall submit a copy of the valid professional license. Failure to provide the business license, certificate of authority, or professional license required by this section, may result in the Contract being terminated. Service Provider shall ensure that any insurance, license, permit or certificate submitted in response to the DKSO's RFP or as part of the Contract shall be current and valid when submitted, and shall remain valid, current and maintained in good standing for the Contract Term.
- Q. **Sole Agreement:** This Contract constitutes the sole contract between the DKSO and the Service Provider. The terms, conditions, and requirements of this Contract may not be

modified, except by Change Order. No verbal agreement or conversation with any officer, agent, or employee of the DKSO, either before or after the execution of the Contract, shall affect or modify any of the terms or obligations herein contained. No representations, oral or written, shall be binding on the parties unless expressly incorporated herein. No Change Order shall be enforceable unless approved by official action of the DKSO as provided by law or in this Contract.

- R. **Attachments and Appendices:** This Contract includes the following Attachments and Appendices all of which are incorporated herein by reference: Attachment ____, Service Provider's Cost Proposal; Appendix I, DKSO's RFP; Appendix II, Service Provider's Response; Attachment ____, Service Provider's Affidavit; Attachment ____, Subcontractor's Affidavit(s); Attachment ____, Sub-subcontractor's Affidavit(s); and Attachment ____, Certificate of Corporate Authority or Joint Venture Certificate.
- S. **Severability:** If any provision of this Contract or the application thereof to any person or circumstance shall to any extent be held invalid, then the remainder of this Contract or the application of such provision to persons or circumstances, other than those as to which it is held invalid, shall not be affected thereby, and each provision of this Contract shall be valid and enforced to the fullest extent permitted by law.
- T. **Notices:** Any notice or consent required to be given by or on behalf of any party hereto to any other party hereto shall be in writing and shall be sent to the DKSO's Chief Executive Officer and the Executive Assistant or to the Service Provider or his authorized representative on the work site by (a) registered or certified United States mail, return receipt requested, postage prepaid, (b) personal delivery, or (c) overnight courier service. All notices sent to the addresses listed below shall be binding unless said address is changed in writing no less than fourteen days before such notice is sent. Future changes in address shall be effective upon written notice being given by the Service Provider to the DKSO's Executive Assistant or by the DKSO to the Service Provider's authorized representative via certified first class U.S. mail, return receipt requested. Such notices will be addressed as follows:

If to the DKSO:

DeKalb County Sheriff's Office
Attention Jeffrey L. Mann, Sheriff
4415 Memorial Drive
Decatur, Georgia 30032

If to the Service Provider:

- U. **Counterparts:** This Contract may be executed in several counterparts, each of which shall be deemed an original, and all such counterparts together shall constitute one and the same Contract.

[THIS SPACE IS INTENTIONALLY LEFT BLANK]

V. **Controlling Provisions:** The Contract for this Project shall govern the Work. If any portion of the Contract shall be in conflict with any other portion, the various documents comprising the Contract shall govern in the following order of precedence: Contract, Change Orders or modifications issued after execution of the Contract; the provisions of the DKSO's RFP; and the Service Provider's Response thereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in three counterparts, each to be considered as an original by their authorized representative.

DEKALB COUNTY SHERIFF'S OFFICE
DEKALB COUNTY, GEORGIA

By : _____ (SEAL)

By: _____ (SEAL)
Jeffrey L. Mann, Sheriff

ATTEST:

ATTEST:

Signature

Signature

Name (Typed or Printed)

Name (Typed or Printed)

Title

Title

CERTIFICATE OF CORPORATE RESOLUTION

I, _____, certify the following:

That I am the duly elected and authorized Secretary of _____ (hereinafter referred to as the “_____”), an _____ organized and incorporated to do business under the laws of the State of _____;

That said corporation has, through lawful resolution of the Board of Directors of the corporation, duly authorized and directed _____, in his official capacity as _____ of the corporation, to enter into and execute the following described agreement with DKSO, a political subdivision of the State of Georgia:

That the foregoing Resolution of the Board of Directors has not been rescinded, modified, amended, or otherwise changed in any way since the adoption thereof, and is in full force and effect on the date hereof.

IN WITNESS WHEREOF, I have set my hand and corporate seal this the _____ day of _____, 20_____.

(CORPORATE

SEAL)
(Secretary)



ATTACHMENT F

Responder/Contractor Affidavit

**ATTACHMENT F
RESPONDER/CONTRACTOR AFFIDAVIT**

By executing this affidavit, the undersigned verifies its compliance with O.C.G.A. § 13-10-91, as amended, stating affirmatively that the responder submitting a bid to DEKALB COUNTY, GEORGIA, a political subdivision of the State of Georgia, has registered with and is participating in a federal work authorization program* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91, as amended].

Responder's Name

Federal Work Authorization
Enrollment Date

BY: Authorized Officer or Agent

Title of Authorized Officer or Agent of Bidder

Identification Number

Printed Name of Authorized Officer or Agent

Address (*do not include a post office box)

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
_____ DAY OF _____, 20__

Notary Public
My Commission Expires: _____



ATTACHMENT I

Service Provider Qualification Questionnaire

ATTACHMENT I
SERVICE PROVIDER QUALIFICATION QUESTIONNAIRE
Inmate Food Service for the DeKalb County Jail

Responder: SUBMIT COMPLETED QUESTIONNAIRE WITH ALL QUESTIONS ANSWERED. Failure to return completed questionnaire may result in proposal being declared non-responsive.

1. Is food service your primary business? _____
2. What Percentage of your business is the result of operating food service facilities?

3. How many years experience does your company have in food service? _____

4. Reference: List at least five (5) references as to your experience and ability to provide the size and scope of food service listed in Attachment J, Minimum Specifications for Food Service. State name of firm, contact name, addresses, telephone number, fax number and e-mail address.
 - a. _____
 - b. _____
 - c. _____
 - d. _____
 - e. _____
5. Are you familiar with the entire content of this Request for Proposal? _____
6. Have you visited the DeKalb County Jail and examined the present facilities?

7. State the number of years of correctional or institutional food experience of the Director (Manager) who will be assigned to supervise the daily operations of the facility? _____
8. State and County where incorporated (if incorporated). _____



ATTACHMENT J

Contract Specifications/Technical
Proposal
Inmate Food Service
at the DeKalb County Jail

ATTACHMENT J
CONTRACT SPECIFICATIONS/TECHNICAL PROPOSAL
INMATE FOOD SERVICE AT THE DEKALB COUNTY JAIL

NOTE: The DeKalb County Sheriff's Office (DKSO) is soliciting proposals from qualified food service providers to prepare, serve, and provide correctional food service for inmates and staff at the DeKalb County Jail (Jail). It is requested that this service be achieved in a professional and cost efficient manner which meets the requirements described in the RFP to provide inmate food service at the Jail.

The selected provider will operate and manage the food service to inmates incarcerated at the Jail and staff members of the DKSO. The Food Service Provider (Provider) shall provide food and medical nutrition therapy service at the Jail in keeping with all applicable federal, state and local laws and ordinances. Additionally, the Provider shall comply with all current National Commission on Correctional Health Care (NCCCHC) and American Correctional Association (ACA) standards.

The DKSO desires Responder's response on the forms included in this RFP. Responses that do not supply menu cycle or comply with specifications and conditions will be considered unresponsive.

The DKSO shall provide the Provider with general kitchen facilities, permanently installed food service equipment, furnished office space, storage areas, restroom facilities and all utensils and tableware associated with the existing food service operation.

Because of the critical nature of each of the contract specification/technical requirements, the Responder must indicate whether they understand and agree to comply with each of the applicable contract specifications set forth below:

I. STANDARDS **COMPLY: __ YES __ NO**

- A. The Provider must provide such meals and food service that meet or exceed all laws of the State of Georgia, and federal laws and regulations relating to standards for food service in correctional and other off campus facilities. Additionally, the meals and food service must be in full compliance with the American Correctional Association Certification Standards for Food Service Programs, Adult Local Detention Facility, 4th edition (2016 Supplemental Edition) and all revisions thereof that do not otherwise conflict with the mandated federal and state law and regulations.
- B. All meals served at the Jail must meet State and Federal nutritional guidelines and meet the dietary needs of its inmate population. The Provider must provide meals served at proper temperature, nutritious, wholesome and palatable meals including lunches, therapeutic/religious diets, and all other meals necessary. Therapeutic meals include, but are not limited to, those required by inmates in

the Jail's infirmary. Sack lunches are provided to inmates who are in transit to other facilities or court.

- C. The successful responder shall serve from a twenty eight (28) day cycle menu. The successful responder shall provide three (3) quality meals per day, seven (7) days per week with no more than fourteen (14) hours between evening meal and breakfast the following day, for all inmates at the Jail. The DKSO is interested in serving two hot meals and one cold meal daily. The DKSO does not guarantee any number of annual meals.
- D. The successful responder shall provide meal and food service three (3) times per day, seven (7) days per week for staff, and as needed for special visitors at a guaranteed fixed price per meal. **At no time shall any inmates have any role in the preparation of food for the Jail staff and visitors.**
- E. The Provider shall provide 100% of those items listed on the approved food service menu, unless a substitution is approved by the Provider's registered dietician and food service manager and notification made to the DKSO no less than twenty-four (24) hours before the actual meal is prepared for delivery.

II. MENU AND MEALS

COMPLY: ___ YES ___ NO

The Provider shall obtain written approval by the DKSO for all menus, providing nutritionally adequate meals, which conform to the requirements of this RFP. The Responder shall propose a 28-day cycle menu (breakfast, lunch, dinner, and sack meal) which shall adhere to the requirements in this RFP. The Responder must include standardized recipes with portion yield data for all items intended to be utilized for the Responder's proposed menus.

All menus must be consistent with the recommended dietary guideline and dietary reference intakes as identified by the Dietary Reference Intake (DRI). The Responder shall ensure the menus contain a minimum of 2650 calories daily. All menus must meet or exceed all applicable American Correctional Association (ACA) standards. A weekly average of 2650-3000 calories total daily caloric intake that are low fat, low sodium and appropriate for population that is composed of inmates aged 17 and above who are sedentary in lifestyle shall be provided with the above menu pattern. The Provider shall follow the 2015-2020 dietary guidelines published by the United States Department of Agriculture for caloric intake requirements. The Provider shall have in place a quality assurance program which ensures that all meals meet the DKSO's dietary requirements and current 2015-2020 dietary guidelines published by the United States Department of Agriculture.

- A. **Menu Component Requirements.** To ensure meals are appealing, a minimum number of menu components are required for each meal.

- Casseroles cannot count as two items and must include cooked weight measurements of meat or meat equivalent per portion. Bread, condiments, and beverages do not count as a component.
- Lunch and dinner side dishes may include a variety of soups, starches, cooked vegetables, salads, and/or chips.
- The menus must have a sufficient number and quantity of food items to fill each tray cavity. The Provider shall ensure the menus are structured in such a way to provide the inmates with adequate portions and a full tray.
- A source of protein must be served with each meal.
- Milk shall be served a minimum of two (2) times per day at the breakfast and dinner meals in individual eight (8) ounce cartons. In addition a 10% fruit drink shall be served with the breakfast meal, fortified with Vitamin C, supplied in individual four (4) ounce cartons. A fruit drink (8 ounces) shall be served with the lunch meal.
- Jelly shall be provided at all breakfast meals except when syrup is required.
- Wheat bread must be served two meals per day; the third meal may be white bread.
- When donuts, dinner rolls, buns or cornbread appears on the menu additional bread is not required for the meal. Donuts may not be served as an entrée; they must be accompanied by a hot meal or egg entrée. Donuts, if not the cake type, must be iced. Plain pastry shells which are meant to contain filling shall not be used.
- The same type of dessert may be served within a one (1) week period, but not on consecutive days. The names of desserts scheduled to be served must appear on the menus; the word “dessert” alone is unacceptable.
- Potato or macaroni salad may be used as a starch as long as another salad type item is served; at no time will an increase in these salad quantities be allowed to count as both the starch and salad requirement. A minimum of two (2) types of salad dressings must be served, i.e. Italian, French, but not on consecutive days.
- Fruit and Vegetable Requirement: A minimum daily variety of 4 different fruits and vegetables shall be used to meet the requirement; items such as fruit drink, rice, and noodles do not qualify. Only cooked fruit (e.g. apple sauce, canned peaches) and fruit that is not fermentable may be used on

the menu.

- Avoid Excessive Fat Calories: To avoid excessive fat calories and provide more stomach filling bulk on the menu, portions of margarine, butter, salad dressing, gravies, and mayonnaise shall be restricted on the menu. A maximum of ½ oz. shall be used as a margarine or salad dressing portion. Sandwich meals shall include appropriate mustard and ketchup condiments, not margarine.
- No sulfite additives are to be added to any foods served under the RFP.
- No alcohol or alcohol derivative may be used in preparation of meals on the menu.
- A variety of food flavors, textures, temperatures, and appearances shall be used.
- Ethnic Variety. Menus must include an ethnic variety, reflective of the inmate population

B. Menu Description Requirements. The Responder's proposed menus must include clearly defined descriptions of food items. Each item listed on the menu shall specify nutritional values based on the recipe that will be used. For example, the specific calories, protein, fat, carbohydrates, fiber, sodium, calcium, iron, and vitamins in a single recipe. All menu items must be listed in "as served" portions which clearly indicates weight or volume measurements (i.e., ½ cup, 1/48 cup portion, 3 oz. wt., etc.). Entrée items including casseroles must include cooked weight measurement of meat or meat equivalent per portion.

C. Menu Substitutions/Changes/Posting. A log detailing all full or partial menu substitutions must be maintained for the DKSO. The reason for changes or last minute substitutions must be clearly stated and submitted to the DKSO for written approval. A registered dietician must certify all substitutions and permanent changes as being nutritionally comparable.

Approval process for a **Permanent Menu Change**: The Provider shall provide the DKSO a revised typed menu showing the stricken menu item with the replacement item 48-hours prior to the requested menu the Provider change. The Provider shall acquire the DKSO's signature and/or initials, which shall signify at the DKSO's approval to the permanent change of the item on the menu.

Appropriate menus shall be posted one week in advance in the staff dining room.

D. Inmate Meals.

Food service preparation activities shall be performed in the Jail's kitchen located on the first floor of the Jail. Each inmate will be served 21 meals per week for the number of weeks that the contract is in effect. Since the number of inmates may fluctuate from week to week, the successful responder shall maintain records of total number of meals served each week. The inmate count shall specify each week's total number of Inmate Meals on the invoice, as well as the applicable rate used to determine invoice amount.

The Provider shall photocopy and distribute on a weekly basis, copies of inmate menus to each housing unit, as well as provide a weekly copy to the Sheriff's designee.

Inmate Meal Delivery: The Provider shall have meals placed in food carts ready to be delivered 30 minutes prior to inmate meal service schedule. The Provider is responsible for placing prepared breakfast and lunch packages or dinner trays in quantities ordered by the DKSO on carts for delivery by Jail staff at designated areas of the Jail kitchen.

The delivery of food in a timely manner by the Provider to the Jail staff and the delivery in a timely manner by the Jail staff to the inmates is essential. Timely is defined as within thirty (30) minutes of the placement in food carts by the Provider. The DKSO's designee will then count the meals delivered to it and randomly check for quantity, appropriate temperatures, and accuracy of meals according to the approved menu of said meals, and supervise inmates who will distribute trays to inmates in a timely and sanitary manner. Upon completion of meals, the DKSO's designee will supervise the return of all trays and/or carts to the Jail's kitchen.

Inmate Feeding Times:

Breakfast	04:30 a.m. to 06:30 a.m.
Lunch	11:00 a.m. to 02:00 p.m.
Dinner	06:00 p.m. to 08:00 p.m.

Late Meals: It may be necessary for the Provider to prepare late plates for inmate workers. The number of late plates necessary will be called in with the evening meal count. Late plates will be prepared in microwavable containers so the heating process will not spoil foods.

Inmate Holiday Meals: The Provider shall prepare holiday menus for meal to be served at no additional charge beyond the usual price per meal on the following holidays: New Year's Day, Independence, Thanksgiving and Christmas. The Provider shall adjust the therapeutic diet meals to reflect the aforementioned holidays where feasible. The holiday meal shall provide food that is appetizing

and wholesome. Portions provided shall equal or exceed those provided by non-holiday menus. Examples of proposed holiday menus must be submitted with the proposal.

Juvenile Meals: Each juvenile inmate will be served 21 meals per week for the number of weeks that the contract is in effect. Since the number of juvenile meals may fluctuate from week to week, the successful responder shall maintain records of total number of meals served each week. The juvenile count shall specify each week's total number of Juvenile Meals on the invoice, as well as the applicable rate used to determine invoice amount. The successful responder shall provide juvenile meals as required by the RDA standards (Recommended Dietary Allowances).

Vegetarian Meals: Vegetarian meals must be provided to all inmates who request in writing to the DKSO's designee. Prior to serving the meal to an inmate, the Provider must receive approval from the DKSO. A vegetarian meal must be completed by a registered dietitian and signed by an authorized food service representative and the inmate. Signed meal receipts shall be submitted on Friday of every week to the DKSO.

Therapeutic Diets: Therapeutic or restricted diets must be available upon medical authorization. Specific meals must be prepared and served to inmates according to the orders of the attending physician or dentist, or as directed by the responsible health authority official. Therapeutic meals, verified by a registered dietitian, must be specific and complete. The DKSO will provide therapeutic meals in writing to the Provider. Restricted meals must conform as closely as possible to the food served to other inmates. Medically prescribed nourishments and snacks must be served upon request. All snacks, including protein-based snacks for emergency hypoglycemic episodes, required for medical diets will be considered part of the ordered therapeutic meal and must be provided. Diabetic snacks are to be included and delivered with the dinner meal. Successful responder agrees to invoice the DKSO for such items as Ensure or Resource supplements on a cost reimbursable basis. Copies of invoices specifying the special diet item served; along with successful responder cost shall be submitted.

The Provider shall provide healthy snacks, juices, milk and other items included in the prescribed medical diets identified in this section; as prescribed medical diets may be amended from time to time, such changes shall be included in the cost of the meal and shall not be separately billed by Provider.

All therapeutic diet trays must be labeled with the date, type of diet, housing unit, inmate name, and folder number.

All therapeutic meals will be served on the next day following the receipt of the therapeutic menu in the food preparation area. If this is not possible, The Provider must inform the medical staff member who initiated the order of the delay.

Therapeutic Diets menu types may include, but not limited, all of which must be made available, upon request, on a daily basis. The Provider must submit examples of its diet manual and diet menus with their proposals.

- Heart Healthy Diet
- Dialysis Diet with Night Snack
- Diabetic Diet 2200 ADA with Night Snack
- Pregnancy Diet with Nigh Snack
- Gluten Restricted Diet
- High Calorie Diet with Night Snack
- Vegan Diet
- Vegan Diet with Night Snack
- Full Liquid Diet with Night Snack
- Clear Liquid Diet
- Soft Mechanical Diet with Ground Meats
- No Milk Diet (Intolerance for milk as a beverage)
- Low Fiber/Low Residue (Acute Gastroenteritis/post G.I. surgery)
- Acute Hepatitis/Cirrhosis (Non Acute Encephalopathy)
- Food Allergy Diets according to FDA including but not limited to milk (dairy), eggs, wheat, soy, peanuts, tree nuts, seafood and fish with fins

Religious Diets: The Provider shall provide meals for inmates in accordance with the Religious Land Use and Institutionalized Persons Act (RLUIPA) and comply with all other federal, state, or local laws and court decisions. Compliance with the RLUIPA shall not result in any additional fees or charges to the DKSO. Religious meal orders shall be completed by a registered dietitian and signed by an authorized food service representative and the inmate.

All requests by inmates for meals that conform to an inmate's religious beliefs shall be made in writing to the DKSO's designee. The DKSO's designee shall deny or approve the written request within two days of receipt. All approved requests shall be forwarded to the Provider for implementation. Religious meals should be simple and conform as closely as possible to the food served to other inmates. Religious meal requests and/or the times they are served may increase for/or during a specific religious holiday period. Religious meals include Kosher, Halal, or other religious affiliations approved by the DKSO.

Disciplinary Diets: Upon the written order of the Jail Division Commnader and or his/her designee, a disciplinary diet consisting of an eight-ounce portion of "nutra-loaf" and eight ounces of water shall be served three times a day for the

time specified. The “nutra-loaf” shall meet the nutritional requirements of those provided under General Meals that require a healthy and nutritious meal that provides a total daily caloric intake of 1600-2600 calories that are low fat, low sodium.

Sack Meals: The Provider shall provide sack lunches for inmates or groups of inmates who require meals but are unable to receive a meal in the traditional manner. Such inmates include those going to outside court, inmate work crews, and inmate transfers. Sack meals shall be prepared no more than two days prior to the day of intended distribution. Leftover sack meals and perishable contents are not to be issued for consumption greater than one day after the day of intended distribution.

National Restaurant Association (“ServSafe”) and U.S. Department of Health Food temperature requirements shall apply to sack meals. Sack meals should be placed inside a cooler when meals are not served immediately so all sack meals stay within safe food temperatures. The Provider shall provide and maintain approved storage/transport containers for the sack meals, to include necessary utensils.

Sack meals must contain approximately one-third of the minimum daily nutrition requirement. The Provider shall provide a sack meal which consists of two (2) sandwiches, two (2) condiment packages, and one (1) eight ounce fruit drink. The sandwich shall contain four (2) slices of bread, three (3) ounces of meat or two (2) ounces of meat and two (2) ounces of cheese. Sack meals must provide variety; the same type of meat shall not be served more than once a week.

No item contained in the sack meal shall contain items that may be used to construct weapons or otherwise violate the DKSO security.

Sack meals for staff during emergencies shall be made available upon request of the DKSO.

- E. **Staff/Visitor Meals.** The DKSO does not provide staff meals. The staff may purchase meals from the Provider, in accordance with the guaranteed firm fixed Price per Meal entered in the Cost Proposal Form (Attachment A). The Provider shall provide staff and visitors with breakfast, lunch, and dinner at the price entered on the Cost Proposal Form (Attachment A).

The Provider shall ensure that Staff meals can be served and consumed within a thirty-minute break.

Staff Dining Hours of Operation:

Breakfast	06:00a.m. - 08:30a.m.
Lunch	11:30a.m. - 02:30p.m.
Dinner	06:00p.m. - 08:00p.m.

Estimated Number of Staff on site per day (24 hours)-----550
Staff Dining Area seating capacity ----- 85

Staff and visitor meals shall be prepared in the staff dining kitchen and will be served in the Staff Dining area located on the second floor. **At no time shall any inmates have any role in the preparation of food for the staff dining meals.** The Provider shall post menu plans in the staff dining area at least one week in advance.

The DKSO maintains a wellness program for all DKSO employees. Staff dining meal options are an essential element of the DKSO wellness program. The Provider shall minimally offer a salad bar, grill selections and entrée and two sides selection for both lunch and dinner seven (7) days a week. Breakfast, Lunch and Dinner menus shall include heart healthy options. All menus shall be approved by the Sheriff's designee.

The Provider shall provide appetizing wholesome meals for the staff and visitors meals. Meat patties and casseroles shall be served no more than two (2) times per week. **Out of code food, food over a year old, reworked or salvaged products shall not be used.**

Staff and visitors meals must conform to the following meal pattern specifications for each meal:

- One (1) hot entree Entrees must provide at least 3 oz of meat one of the entrée items must be a whole meat. The entrees must be totally different. Portion size: 1 serving
- Two (2) types of sandwiches Examples: tuna fish, chicken salad, subs, corned beef, etc. Portion size: 1 sandwich must contain at least three (3) ounces of meat, fish or poultry.
- One (1) type of grill item Examples: hot dogs (jumbo only), polish sausage, hamburger, grilled cheese, etc. portion size: 2 grilled cheese, all others one item.
- Salads/Salad Bar: A salad bar shall be provided daily for each shift. The following items are required on the salad bar at all times:

Cheese
Pasta Salad
Coleslaw
Croutons
Mixed Salad Greens
Relish

Fresh Spinach
Mayo
Tomatoes
Broccoli
Green Peppers
Cauliflower

Onions
Hot Sauce
Carrots
Mustard
Cucumbers

Ketchup
Plain Tuna
Four (4) types of
Salad Dressing

A pre-packaged nutrient dense salad is allowed as an alternative to the salad bar, with a choice of four (4) types of salad dressing. If the Provider's Dietician determines that these pre-packaged nutrient-dense salads are insufficient, the salad bar must be provided.

- One (1) starch item Examples: potatoes, rice, noodles, dressing, etc., Portion size: 1 cup
- One (1) vegetable item Examples: California blend, oriental blend, broccoli, greens, etc. Portion size: ½ cup.
- One (1) dessert item Examples: Fresh fruit, cake, cobblers, ice cream, pie, etc. Portion size: one (1) each.
- Two (2) types of bread Examples: wheat, white, rye, pumpernickel, etc. Portion size: two (2) slices.
- **Beverages:** All of the following: Coffee, tea, milk, fruit drink Self-serve. Beverages shall be provided in the staff dining room 24-hours, 7-days per week.
- Condiments Examples: salt, pepper, mustard, hot sauce, ketchup, mayo etc. Self-serve.

The Provider may propose an alternate meal plan. This meal plan must be reviewed and approved by the Provider's Registered Dietitian and have no impact on the cost of the meal.

Special Visitor Meals/Snacks: Special visitors, such as the Grand Jury, are given snacks such as doughnuts, sausage and biscuits, light sandwiches, and beverages during their visits. The successful responder shall guarantee a firm fixed Price per Meal in the Cost Proposal (Attachment A),

Banquets and Special Events Meals: The successful responder shall provide banquet meals for dignitaries and special events during the year, as requested by the Sheriff or his designated representative. Responder shall provide five (5) menu choices in the Technical proposal, along with guaranteed firm fixed pricing for each of the Five (5) menu choices in the cost proposal Form (Attachment A).

III. NUTRITION REQUIREMENTS	COMPLY: ___ YES ___ NO
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The Provider's proposed cost and menus shall be based upon an average of 2,650 calories per day with no more than 35% of total daily calories coming from fat, in addition to all other required nutrients, and as recommended by the Dietary Reference Intake (DRI).

The Provider shall include an item-by-item nutritional analysis of the proposed menus shall specify nutritional values based on the recipe that will be used. For example, the specific calories, protein, fat, carbohydrates, fiber, sodium, calcium, iron, and vitamins in a single recipe.

A registered dietitian must certify all menus and nutritional analyses. A registered dietitian shall certify the proposed inmate menus with a signed nutritional compliance statement. A copy of the dietitian's ADA registration card shall be submitted with the proposal.

- A. **Menu Certification**. Menus must be reviewed and certified by a Registered Dietitian as adjusted for age, sex, and activity according to the Recommendation Dietary Allowance (RDA) stated by the National Academy of Science and applicable laws and regulations. The Provide must provide written certification of this review for each cycle menu prior to implementation.
- B. **Calories**. Minimum daily caloric requirements for inmates housed in the Jail shall be 2650.
- C. **Documentation**. At a minimum, Provider must provide weekly summaries and list all RDA vitamins and nutrients as well as cholesterol, sodium and fiber contents. Any DKSO contract award will be subject to the successful responder submitting the specified nutritional documentation and number of food group servings with the Registered Dietitian's certification for the menus submitted for the DKSO's designee approval.

IV. FOOD QUALITY	COMPLY: ___ YES ___ NO
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The Provider shall purchase, except for donations, all food needed to operate the food service program. The Provider shall be responsible for the safe transportation of food service supplies, as well as raw or prepared food.

- A. **Meat**. All solid cut meats shall be USDA CHOICE and shall have been inspected and passed by the United States Department of Agriculture. Certificate must be provided where required. The Provider shall use the latest revision of the USDA CHOICE Institutional Meat Purchase Specifications (IMPS). Ground Beef and ground beef patties shall be provided with a minimum lean to fat ratio of 80/20. Ground beef shall not contain any: gland meat, bull meat, stag meat, or head meat.

Any item containing any pork product or pork derivative shall not be used. The Sheriff's office may require manufacturer's statement of ingredients for items used by the successful responder. Gelatins with pork derivatives are not acceptable.

- B. **Poultry**. All poultry, fresh or frozen, shall have been inspected and passed for wholesomeness by the USDA, and shall be Grade A or better. Frozen poultry shall be purchased as individually quick frozen uniform-size pieces.
- C. **Seafood**. All seafood shall be of the best quality and fresh chilled or frozen, and must conform to all standards and regulations of any Health DKSO or agency having jurisdiction over the processing, packing, sale, transportation or distribution of seafood. Frozen seafood shall be purchased as individually quick frozen uniform-size pieces.
- D. **Fresh Eggs**. All fresh shell eggs shall be USDA grade A or better, medium or larger. All fresh liquid, frozen or dried eggs must be pasteurized and processed under continuous inspection of the USDA. Frozen eggs, once thawed, must be used and may not be refrozen.
- E. **Dairy Products**. Fluid milk must contain a minimum of 10g of vitamin D and 600 RE of vitamin A per quart.
- F. **Fresh Fruits and Vegetables**. All fresh fruits and vegetables shall be top grade, depending on the specific fruit or vegetable and its use in preparation of finished products. All fresh fruits to include oranges and apples are to be washed as appropriate. Oranges, apples, and other large fruits are to be served cut in halves. Apples and other fruits subject to discoloration are to be treated with orange juice to prevent discoloration. Fresh vegetables shall be served a minimum of five (5) times per week.
- G. **Frozen Foods**. All frozen foods shall be USDA Grade AA or A depending on the specific food and shall have been packed under continuous inspection of the U.S. Department of Agriculture.
- H. **Canned Foods**. All canned foods shall be USDA inspected and no less than Grade A, or extra standard; except that Grade B may be used for soups, stews, purees and similar items.

V. FEDERAL SURPLUS FOOD PROGRAM	COMPY	___ YES ___	NO
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The DKSO 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 the contract.

Federal regulations may permit a service provider to use Surplus Commodities in providing food service in the Jail. However, the successful responder 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.

The successful responder agrees that any USDA commodities received on behalf of the DKSO shall only benefit the DKSO and shall be utilized only in the performance of the contract. The successful responder 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 pursuant to federal and state retention schedules.

All Surplus Commodity records shall be made available to representatives of the DKSO at any reasonable time and place for inspection and audit. Failure to comply with the provisions set forth shall be cause for termination of the contract.

Responders shall quote prices without regard to the availability of Surplus Commodity or foods. Any Surplus Commodity or food provided for the DKSO 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.

VI. PORTIONING	COMPLY: ___ YES ___ NO
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All food portion sizes shall be the cooked weight or shall be specifically identified as raw weight. Meat portions in casserole or combination dishes must be listed. The contents for all sack meals must be clearly indicated by item and weight. All portions must be listed on the menus that are submitted in the Provider's response to this RFP. Each menu item must include the number and portion size of the condiment package/serving that will accompany each meal.

The Provider will provide eight ounces of fresh 1% milk a minimum of fourteen times per week or equivalent Vitamin D fortified drink substitute.

All portioning is to take place in the kitchen under the direct supervision of the Provider's staff. At no time shall inmate workers be given the responsibility for portioning.

All foods not already pre-portioned must be served using proper size and appropriate serving utensils. The Provider's portioning and serving procedures must be written and consistently executed so that each inmate receives no less or more than the portions specified.

All foods are to be portioned using the Jail's designated trays.

VII. MEAL COUNT

COMPLY: ___ YES ___ NO

At least two (2) hours before each meal, the DKSO's designee will give the Provider's designee a written count of the number of meals to be prepared for the next meal in the Jail by dining area and broken out by special management meals, trays, sack meals, and congregate feeding. It is these meal counts which will be the figures that the Provider will use for billing purposes.

At least two hours before each meal, the DKSO's designee will give the Provider designee a written count of the staff scheduled for that shift so that the Provider can prepare the proper number of meals for the next meal in staff. Staff Meals shall not count as meals ordered.

When the Provider submits its invoice each month for the inmate meals ordered, it shall also submit a written report to the DKSO designee which shall, for the same month that the invoice covers, detail on a daily basis the number and type of meals it served to DKSO personnel and other service providers and the amount of money collected daily for each of the three types of meals.

VIII. FOOD SERVING

COMPLY: ___ YES ___ NO

Unless specifically exempted by the DKSO's designee in writing, the Provider is responsible for transporting all food to the dining areas, for serving it, and for returning all trays, utensils and equipment to the food preparation or washing area as appropriate and for disposing of or sanitizing all trays, utensils and equipment.

The Detention Officer (D.O.) responsible for each housing area shall determine whether sufficient food for his or her housing unit has been delivered. If not enough food has arrived to feed the inmates in the unit, the D.O. shall report the matter to the Shift Commander. In the event that a unit does not receive enough food, the Provider shall immediately supply the required food, and then discuss the problem with the DKSO's designee to determine why the problem occurred and to mutually develop and implement a plan to prevent the problem from reoccurring in the future.

The Provider shall provide disposable hair and beard restraints, disposable aprons, and food handler's gloves with each cart that leaves a kitchen for use by the persons who will be distributing the food.

All hot food shall be delivered for service at a minimum temperature of 140 degrees. All cold food shall be delivered for service at a maximum temperature of 45 degrees. Food intended to be served chilled shall not be served frozen.

IX. CONTINGENCY PLAN **COMPLY: ___ YES ___ NO**

The Provider shall develop a Contingency Plan for providing service in the event of lockdowns, strikes by Provider's employees, riots, fire, emergencies related to weather, floods, lack of steam, water, electricity or other catastrophic events that may curtail or impact on the normal operation of the Jail. The Contingency Plan shall cover a period of no less than three (3) days, based upon service of three (3) meals per day, and ensure adequate and continued service. The Plan shall address the following items:

- Manner in which a nutritionally equivalent menu can be provided to meet this requirement
- Evacuation plan for the food service operation
- Location of firefighting equipment
- Provision of food service following the loss of utilities
- Contacting essential personnel
- Instructions for using volunteers
- Providing a continuous source of uncontaminated food and supplies
- Instructions for food preparation, distribution and transportation
- Identification of all associated supplies required to implement the Plan (i.e. disposable ware, can openers, trash sacks, serving utensils, etc.)
- Identification of the means of accessing the emergency food and supplies inventory 24 hours per day, seven days per week.

The Provider shall maintain on the premises for feeding inmates and employees a food inventory corresponding to the needs of the contingency plan. The Provider shall maintain an inventory of the emergency supplies (i.e. disposable, can openers, trash sacks, serving utensils, etc.) in each facility as required to implement the emergency plan. The Provider shall maintain the emergency food inventory and emergency supplies inventory in an area that is separate from the regular inventory and identify it "for emergency use only." The Provider shall provide a regularly scheduled emergency food inventory rotation schedule.

At no additional cost to the DKSO, the Provider will be required to provide food service to the DKSO in the event of lockdowns, riots, fire, power failure, severe weather conditions, or other events that would alter the normal operations of the Jail.

X. INMATE WORKERS ASSIGNED TO THE KITCHEN **COMPLY: ___ YES ___ NO**

The Sheriff will make available, without cost to the successful responder, twenty (20) inmate workers per shift (two [2] shifts per day). Inmates are to be cleared by the DKSO's Health Services Provider, prior to starting work. The successful responder may elect to assign any or all such inmates to food service operation. The inmate workers shall not work more than nine (9) hours per day.

The successful responder shall provide a minimum of one supervisor for each five (5) inmates provided, and will be fully responsible for the training and supervision of all assigned inmates.

The Provider elects to utilize inmates to assist in providing services under this Contract. The Provider shall be fully responsible for training and supervision of all assigned inmates in the performance of the assigned task. The assigned tasks shall be consistent with the Support Service Post Descriptions for inmate workers included in the Provider's Proposal, and as described in the preceding paragraph, and may be updated from time to time. Said training shall include instruction as follows:

- Food preparation and handling procedures;
- Sanitation and proper grooming;
- Energy conservation methods;
- Recycling;
- Handling waste and properly recycling non-waste materials during the preparation and service of meals;
- Proper conduct and following rules; and
- Any other area the Provider deems necessary for the performance of this contract.

Inmates shall not be **unsupervised** at any time. This includes transportation of inmates to or from the kitchen area. The successful responder may assign or reject any or all inmates on any given shift, at any time. The DKSO will require the successful responder to use the DKSO's administrative procedures for the discipline of or removal of inmates from the kitchen. Kitchen inmates receive no other compensation or gratuity for their kitchen duties. Inmates are not to be paid by the successful responder, nor become employees of the successful responder. The DKSO shall be responsible for security and shall be entitled to remove any or all inmates at any time from the kitchen or food service assignment.

Job Assignment: The Provider shall make the job assignment for each inmate using a system developed in consultation with the DKSO. The Provider shall work with the appropriate institutional staff to communicate these assignments. The Provider shall provide a daily inmate worker assignment schedule for each shift. Inmate labor is available as follows: Inmate laborers are not permitted to leave the perimeter security of their assigned work area. The Provider will be responsible for supervision of inmate laborers for food preparation, sanitation of the kitchen and related dietary duties. A D.O. shall be assigned to the area for security purposes.

Detention Officers: The DKSO shall assign and pay for such numbers and types of D.O. as the DKSO, in consultation with the Provider, determines are needed to meet the security needs of the food service program. D. O. assigned to the food service program shall perform only security functions and shall not otherwise assist with the food service program. Considering the other needs of the DKSO and each inmate, the DKSO will try to keep the D. O. work force as stable as possible.

The DKSO is responsible for providing, documenting and paying for such initial and periodic health assessments for inmates assigned to the food service program as is required by law and regulation.

XI. FOOD SERVICE EMPLOYEES	COMPLY: ___ YES ___ NO
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The Provider shall submit a current organizational chart of its executive and management staff with names and titles, as well as emergency contact information, including e-mail addresses.

The Sheriff is specifically interested and concerned about the quality and ability of the successful responder's employees, including Food Service Director, Assistant Director, Manager, Assistant Manager, Registered Dietician, and Chefs. The management and control of inmates, quality, portions, and timeliness are generally related to the performance of onsite staff. Responders shall address in the Technical Proposal how employees will be recruited, hired, trained, supervised and motivated to meet the needs of the DKSO. Responders are required to provide a Staffing Chart in the Technical Proposal showing the anticipated scheduling of the Food Services Director (Manager), Assistant Director (Assistant Manager), Registered Dietician, Diet Line Supervisor (available during food preparation and serving), and Chefs. Responders shall include on the Staffing Chart a list of proposed positions, the corresponding range of wages per hour to be paid. The successful responder shall provide, with the Technical Proposal, a staffing chart showing proposed salaries and benefits. Each employee shall be provided a benefits package that includes, as a minimum, medical and dental benefits. If medical and dental benefits are not provided, employees shall be compensated for such in order to purchase their own coverage.

- A. **Provider Management and Supervision:** The Provider shall provide competent, adequate supervision of all food service staff, both the Provider employees and inmate workers, at all times that the food service is in operation and in all areas of food service operation. The Provider must specifically provide a Food Service Director dedicated solely to this contract. The Provider shall not remove or reassign the Food Service Director from the DKSO for a minimum period of one (1) year, without the advance written approval of the DKSO or unless requested by the DKSO. The Food Service Director shall have had 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 two thousand (2,000) inmate population. The Provider shall not merge the duties of the Provider's Food Service Director or Food Service managers with the Provider's Registered Dietician.

The Provider shall provide no fewer than one (1) Food Service Manager or Assistant Food Service Manager with all requisite food service and public health certifications under federal, state, and local law for food service operation shall

be on-site at all times during the morning operations.

The Provider is obligated to provide the number of employees that shall be needed to ensure compliance with all of the requirements of these specifications, regardless of absences due to vacation, illness, labor dispute, strikes or any other reason. The Responder shall submit a current organizational chart of its executive and management staff with names and titles, as well as emergency contact information, including e-mail addresses.

- B. **Training:** All Provider employees are required to attend training provided by the DKSO related to security, contraband, inmate manipulation, disciplinary reports, and other specialized issues. New Provider employees must attend forty (40) hours of orientation/training during the first six (6) months of assignment under this Contract.

The Provider will ensure minimally that all Food Service staff has access to the Georgia Department of Public Health, Rules and Regulations Food Service Chapter 511-6-1 and the U.S. Public Health Service Food Code and all directives and standards referenced in this policy.

The Provider will develop a training program that ensures staff are aware of the policies and procedures required to perform their assigned duties, and equipment training will contain: (i) Proper operation, cleaning, and sanitizing of all equipment; (ii) The inherent dangers of each piece of equipment; (iii) Symptoms of equipment malfunction; and (iv) Staff responsibility to immediately report all hazards, malfunctioning equipment, or unsafe conditions to their supervisors. The Kitchen shall be managed by an individual who is certified by ServSafe.

The Provider shall submit documentation of employee training as part of its monthly report to the DKSO. Said training reports shall be submitted within ten (10) business days of completion of training by the employee. The Provider training must be documented to provide evidence of compliance with American Correctional Association (ACA) regulations, and the records made available for review by ACA auditors when needed.

- C. **Dress Code.** The Provider shall develop and enforce a dress code for all of its management and non-management employees, which is acceptable to the DKSO. As part of the dress code, the Provider shall require that all of its non-management employees wear a uniform (to include socks or stockings). The Provider shall submit a detailed description of the uniforms proposed to be worn its non-management employees. The employee uniforms shall not be similar to any color of inmate uniforms. The DKSO shall not be responsible for providing or paying for the cost of employee uniforms and laundering.

The Provider shall provide inmate workers with hair net/hats, beard guards, plastic/cloth aprons, plastic gloves, rubber gloves and rubber boots for tray washing. The DKSO shall provide food service inmate worker uniforms.

No employee or inmate uniforms or other items listed in this section may be considered part of the Cost per Meal.

- D. **Support Services:** The Provider shall provide all support services necessary to assure compliance with the terms, conditions and specifications of the Agreement, except for term(s) where the DKSO opts to assume responsibility for the term. Such services shall include, but not be limited to dietitians, management consultants, sanitarians and training personnel for Provider's employees.
- E. **Documentation.** Unless the DKSO Representative otherwise agrees on a case by case basis, the Provider shall provide the DKSO with a copy of the resume or employment application of each of its employees and each of a subcontractor's employees who provide services on-site at a facility within one workday of the employee's presence on-site.

Successful responder shall submit a proposed list of employees (with properly executed investigation authorization) to the Sheriff for record check. The list shall include birthday of the employee, social security number, and any other pertinent information. Any and all changes to the list must be submitted to the Sheriff or his designee in writing prior to employee beginning work. Persons determined by the Sheriff to have an unacceptable record shall not be employed at the facility.

- F. **Food Service Provider Health Assessment.** The Provider is responsible for having its employees obtain such pre-employment and periodic health assessments as is required by law. The DKSO is not responsible for providing and paying for the required health assessments for the Provider's employees. The Provider shall document the results of each employee's health assessment(s) in that person's personnel file and keep that file on-site.
- G. **Notification of Transfer/Removal.** The Sheriff or designee of his choice requires that he be notified prior to the transfer/removal of any general and site manager and to interview/approve any replacement. The Sheriff reserves the right to reject any manager candidates without cause.
- H. **Employee Retention.** Exiting Provider, if a new provider is selected, shall provide the Sheriff with a list of employees' names, classifications, work location and phone numbers, for all current employees who will be laid off as part of this Contract termination/expiration. The incoming Provider shall interview and consider these employees for employment prior to recruiting from the general

public to fill any vacancies related to meeting the service requirements of this Contract.

XII. SECURITY

COMPLY: ___ YES ___ NO

In light of the security responsibility of the DKSO, the DKSO reserves the right to observe Provider's operations, inspect Provider's facilities, and question Provider's personnel. The Provider agrees to abide by all the DKSO rules and regulations, procedures and General Orders, as well as any directives by the DKSO regarding Provider's performance under this RFP.

The Provider shall have written policies identifying security implementation issues, and shall promptly notify the designated DKSO staff of any security problems or any supervision issues having a potential impact upon security.

- A. **Clearance:** The DKSO reserves the right to screen and reject for security reasons, any person assigned to work in the food service program by the Provider. Any personnel used by the Provider are subject to fingerprinting and investigation.
- B. **Access:** The DKSO reserves the right to deny any person access to the Jail under the jurisdiction of the DKSO. The Provider's staff will be required to use designated exits and entries into the Jail.
- C. **Prescription Medication:** The Provider shall also require any employee to notify it immediately when the employee is taking prescription medication that may adversely affect job performance or safety.
- D. **Criminal Records Check:** The DKSO reserves the absolute right to process a criminal records check on the Provider's employees, Sub-Providers, agents and representatives and to disqualify any person from participating in this Contract if found unsatisfactory. Provider shall provide all requested identifying information about new and/or existing employees, Sub-Providers, agents and representatives as may be required by the DKSO as a condition of acceptance for a specific employee.
- E. **Removal:** The DKSO reserves the right to require the removal of any person from the Jail. The DKSO will provide the Provider with the reason for the removal in writing.
- F. **Violation of Security:** Violation of the security regulations by the Provider or any of its subcontractors is sufficient cause to terminate the contract for default.
- G. **Institutional Id:** All employees, agents, and representatives of Provider, while working at the Jail, shall at all times while on the job wear in a clearly visible manner the Institutional ID provided by the DKSO. When Provider staff leaves

the Provider's employment the ID must be returned to the DKSO Representative/designee.

- H. **Additional Charges:** The DKSO is not responsible for any additional costs, which the Provider might incur because the DKSO enforces its security requirements, except as previously noted in this contract.
- I. **Receiving Areas:** Due to security concerns, DKSO requests that the Provider attempt to schedule the same individual(s) to receive supplier deliveries. No other Provider personnel should be in this area other than for supervision or trash disposal purposes. The Provider personnel and/or visitors shall not use the loading area as an ingress/egress point to the buildings except to make deliveries at the DKSO.

XIII. MAINTENANCE AND EQUIPMENT	COMPLY: ___ YES ___ NO
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The Sheriff shall furnish repairs to the Jail's structure, including the roof, ceilings, walls, floors, docks exterior surfaces, plumbing and sewers, elevators and general fire protection systems, security monitoring systems, HVAC, exhaust systems and all other structural components of the building. Repairs due to negligence, abuse or lack of supervision by the Provider's employees will be charged to the Provider.

Repairs due to negligence or abuse by the Provider's employees or inmate workers due to inadequate supervision or training will be charged to the Provider.

The Provider shall define and document the need for building repairs by initiating a work order through the DKSO's established procedures.

- A. **Purchase:** The Provider shall provide all of the equipment it needs (to include security padlocks, ladders, lifts, computers and floor buffers) to fulfill the terms of this RFP in excess of any equipment that the DKSO makes available to the Provider for its use.

If the Provider deems necessary, the Provider may purchase additional equipment to aid in the increased efficiency and delivery of contract services.

Equipment purchased by the Provider must be added to inventory and designated as "Provider Owned" on all inventory reports.

- B. **Replacement Equipment:** The DKSO shall be responsible for the replacement of all DKSO equipment that has been properly maintained. On a quarterly basis, the Provider shall report on the status and condition of the equipment to the DKSO. Such report shall state with specificity, the Provider's recommendations for equipment, additions and replacement.

The Provider shall use its knowledge and judgment to anticipate the need for

equipment and the timing of Provider's recommendation for procurement. The Provider shall consider a minimum of a six (6) month DKSO procurement process. A requisition for procurement of such equipment may be submitted to the DKSO's designee.

- C. **Ownership:** The DKSO shall own all the equipment, manuals, and recipes provided at the site by the Provider. No equipment is to be consigned, rented or leased by the Provider, without the written approval of the DKSO's designee.
- D. **Inventory:** The Provider's Representative and DKSO's designee will jointly conduct an initial inventory of all food service property and equipment valued over \$500.00 as well as all sensitive and/or controlled items (knives, etc.) at the beginning of this RFP, annually thereafter, and at the termination of this RFP. The Provider shall be responsible for replacing any missing equipment. The DKSO will designate a specific representative person with responsibility for the oversight of the Provider's equipment control process.

Unless otherwise expressly noted, it shall be presumed that the Provider accepts the equipment as initially inventoried, as in good working order, and sufficient for the purpose of performing this agreement.

This inventory shall be completed semi-annually, not later than June 30 and December 31 for each year of the contract. As part of this inventory, an assessment of the condition and expected useful life of the each item will be made.

The Provider will be liable for the replacement and installation costs for all unaccounted pieces of equipment.

At the end of the contract term, or on termination, the Provider shall return all equipment in good condition. The Provider and the DKSO shall jointly conduct a closing inventory, documenting additions and deletions from the initial inventory and condition of equipment.

The equipment designated as "Provider Owned" will remain the responsibility and ownership of the Provider at the end of the contract term.

- E. **Transfer:** No property is to be removed from the Jail without the written approval of the DKSO's Representative or designee. The DKSO will ensure that its employees do not use, move, or otherwise compromise equipment assigned to the Provider for food services.
- F. **Disposal:** The Provider shall not remove or dispose of any equipment without the written permission of the DKSO Representative or designee.

XIV. SUPPLIES, SMALL WARES AND COMMODITIES COMPLY: ___ YES ___ NO

The successful responder shall provide all supplies and small wares used in performance of this RFP, including, without limitation, hygiene and other disposable supplies to serve food, china, trays, tray covers, serving carts, drinking glasses, cups, bowls, plastic ware, paper/plastic plates and bowls, silver replacement, disposable drinking cups, sandwich wrap or clear sandwich sacks, (when needed for appropriate menu items), hats, apron, sacks, chemicals, food serving carts, and other items as necessary for the preparation and serving of the required menu items.

All flatware, cups, and dishware used for inmates receiving a sack lunch meal must be disposable and approved by the DKSO's designee. The Provider will furnish eating utensils for staff, to include forks, spoons, knives, plates (large and small), bowls, and cups.

The Provider shall, at its expense, maintain at 125% of the Average Daily Population (ADP) and replace all small wares such as knives, spatulas, ladles, spoons, whips and related cooking utensils, as well as stainless steel coffee pots in accordance with Sheriff approved par stock levels. Service ware such as insulated trays, cups, permanent flatware, delivery carts, insulated bulk food carriers, straps, and related items are considered small wares. Additionally, the Provider will provide and replace all sanitation and janitorial equipment. Once purchased, all small wares become the property of DeKalb County.

Only supplies that comply with the DKSO-recycling and environmental ordinances shall be used. Unless the DKSO opts to provide said supplies and small wares, the Provider shall purge and replace all damaged small ware items as necessary.

The Provider is also required to supply an adequate number of small wares for use in the staff dining room to include plates (small and large), bowls, cups, knives, forks, and spoons. The County will provide small wares for the juvenile detention staff.

The Provider shall provide all commodities, including foodstuffs, dry goods, canned foods, frozen foods, cereal, spices and the like; and shall draw all commodities in a first in, first out basis (FIFO). The Provider shall not use out of code food, which includes any food that is beyond the expiration or use-by date.

All milk shall be supplied in individual cartons of eight (8) ounces each and fruit drinks shall be supplied in individual disposable, plastic bottles or cartons of eight (8) ounces each and fruit juices in individual disposable cartons of four (4) ounces each.

The Provider shall be required to review the specifications and utilization of such supplies with the DKSO to obtain approval before such supplies may be employed at the DKSO.

Unavailability of Product. The provider shall describe its procedure for communicating and resolving product unavailability. The Provider shall include, but not limit its response to notifying the DKSO of all unavailable products within five (5) business days of notification of the interruptions of product availability; offering a comparable product/brand to replace the unavailable product/brand within Five (5) business days. The DKSO, in its sole discretion, shall determine if the replacement product/brand is comparable to the original product/brand and reserves the right to test that product prior to approval of delivery. Providing the replacement product/brand within ten (10) days of approval by the DKSO. At no time is the Provider allowed to unilaterally change products.

XV. TOOL CONTROL

COMPLY: ___ YES ___ NO

The successful responder must propose and provide a tool control system that ensures the inventory and security of cooking implements and tools in compliance with ACA standards. Tool Control System shall be provided in the Technical Proposal. Such storage arrangement may be a “shadow box” arrangement or others as appropriate.

XVI. RECEIVING/DELIVERY

COMPLY: ___ YES ___ NO

The Provider shall be responsible for receiving all goods at the kitchen secured loading dock area. The Provider shall be responsible for supplying personnel for the receiving, unloading, searching all goods for contraband, and storage of food and related supplies. At the DKSO, there is a secured holding area where supplies can be deposited. The correctional staff will train the Provider’s staff on proper procedures. Delivering persons are not permitted inside the security areas of the Jail. The Provider must schedule qualified personnel to be available for deliveries within the time frame of 6:30 a.m. to 10:00 p.m., Monday through Friday via the on-site loading dock. The Provider shall notify its Providers that 6:30 a.m. to 10:00 a.m. Monday through Friday is the primary time when the Provider’s suppliers will have access to the delivery area. It will be the Provider’s benefit to schedule Provider deliveries as close to each other as possible.

The DKSO staff member must open and lock all doors as well as be present during the entire delivery process. Due to security concerns, the DKSO requests that the Provider utilize consistent staff to receive deliveries. No other Provider personnel should be in this area other than for supervision or trash disposal purposes. No Provider personnel and/or visitors are to use the loading dock/security door area as an ingress/egress point to the Jail.

The Provider shall be solely responsible for ensuring that all items provided under the contract, e.g., foodstuffs, goods, and other materials that are delivered to the DKSO are of the correct quantities, weights, quality and temperature at point of receipt. The Provider shall be responsible for verifying that all food supplies are ordered and deliveries made in accordance with the delivery schedules and security procedures. The DKSO requires advance notification of all deliveries.

The Provider shall maintain those areas under control of the Provider. Storage of empty bread racks and milk crates shall be limited to the number equivalent for a three day supply or that amount deemed by the institution to be the maximum before a security risk is created, whichever is less.

XVII. STORAGE	COMPLY: ___ YES ___ NO
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The Provider shall describe how it will provide correct handling, prompt storage and first in/first out rotation of foods items purchased for use in the Jail. The date of receipt must be clearly marked on each product and sorted so that it is clearly visible. Products, which have been frozen in excess of 1 year and/or past the manufacturers/processors established or implied freshness expiration date, may not be served.

- A. **Storage:** The DKSO, in consultation with the Provider, shall designate areas for storage, which shall be adequate for the Provider's needs to maintain its inventory needed to fulfill the terms of the contract.
- B. **Security:** Although the institution shall have keys to all storage areas, the Provider shall be responsible for the security and cleanliness of these areas.
- C. **Refrigeration:** The Provider shall log and monitor the temperature of all refrigerators and freezers at least three times per day to assure maintenance of appropriate temperatures.
- D. **Packaging:** Food and supply packaging shall be of such design that it can be conveniently opened and consumed or used without compromising sanitation and institutional security.
- E. **Date Codes:** The Provider shall describe its code system, including sack meals, to prevent consumption of dated/spoiled foods. After 24- hours, all unused sack meals must be discarded.
- F. **Meal Beverage Cup:** Bulk service beverages (such as fruit juice and milk) are to be served in 8-ounce plastic cups supplied by the Provider unless Styrofoam is requested for medical or security reasons.
- G. **Disposables:** Provider shall furnish all paper, sacks, boxes, paper towels, and hand soap for use in the Jail. All necessary equipment to include disposable hairnets and/or hats, and disposable plastic gloves must be supplied by the Provider. The Provider is responsible for supplying paper plates, plastic utensils, and 5-gallon tea dispenser for the staff dining. Specifications for the disposables must be included in The Provider's proposal. The DKSO reserves the right to request samples of all or certain disposable items that the Provider is proposing to be submitted prior to the Provider selection.

XVIII. RECYCLING PROGRAM

COMPLY: ___ YES ___ NO

The Provider will be required to take part in a recycling program for the food service operations at the Jail consistent with federal, State of Georgia and DKSO standards. The Provider shall describe in detail the recycling plan in their Technical Proposal. Items to be considered for recycling include cardboard, paper, aluminum, steel and plastic. Glass is not to be used in the food service operation. The Provider shall submit as part of the recycling program, additional "green" and environmentally friendly initiatives it intends to employ throughout the contract period.

XIX. SANITATION

COMPLY: ___ YES ___ NO

The Provider shall be responsible for cleaning and housekeeping in the food preparation, the kitchen and storage areas and will keep such areas in a clean and sanitary condition, including employee and inmate workers' personal hygiene and in conformity with all applicable federal, state and local regulations and requirements. The Provider shall develop and implement a cleaning program/schedule. This program/schedule will be submitted to the DKSO's designee for weekly review and approval.

Any instance of illness suspected to be food-borne will be promptly documented in writing and reported to the County within 24-hours of occurrence.

- A. **Policies:** The successful responder agrees to develop written policies and procedures to ensure that all food service areas, including dining area and food preparation areas and equipment are sanitary and meet all established health and safety codes as well as ACA and NCCHC standards.

A copy of policies and procedures shall be included in the Technical Proposal. Such policies and procedures shall require weekly inspections of all food service areas stated above. It is recognized that all areas and equipment related to food preparation (e.g., ranges, ovens, refrigerators, mixers, dishwashers, garsacke disposal, and others) require frequent inspections to ensure their sanitary and operable condition. The person conducting such inspections shall have some training in food service operations. The successful responder shall require that food service employees have Federal, State or County Food Service Certifications.

- B. **Chemical Control:** The successful responder shall establish a chemical control, use and record-keeping system for all chemicals. The successful responder shall provide supervision of inmates while using chemicals. All procedures must comply with American Correctional Association (ACA) standards. 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 successful responder's expense. The Provider shall be

responsible for the storage and controlled usage of all cleaning products in accordance with institutional directives. All cleaning compounds shall be non-phosphorus and of a type approved for use within food service areas.

The successful responder shall establish hazardous chemical logs and comply with all applicable DKSO rules, regulations and standards concerning the use, storage and handling of hazardous substances.

- C. **Dishwashing and Utensil Washing Area**: The Provider's responsibility for this area includes, but is not limited to, all equipment, floor drains, floors, ceilings and walls. The Provider shall monitor and log temperature tapes, recording the temperature of all dish machines at least three times a day to assure maintenance of appropriate temperatures. Note: Water temperature on the final dishwasher rinse shall be 180 degrees Fahrenheit; between 140 and or above 140 degrees Fahrenheit is considered appropriate if a sanitizer is used on the final rinse.
- D. **Staff Dining Area**: The Provider's responsibility for this area includes, but is not limited to, all equipment, floor drains, floors, work surfaces, vents, fans, ceilings and walls. The Provider shall clean all walls, tables, and chairs after each meal; sweep the floors after each meal; mop the floors daily; and, clean up spills immediately.
- E. **Storage Areas**: The Provider shall maintain those areas under control of the Provider, including walk-in refrigerators and freezers, in a clean and orderly manner at all times. At no time will wooden pallets be used.
- F. **Office Areas**: The Provider shall maintain those areas under control of the Provider, including floors, ceilings, and walls, in a clean and orderly manner at all times.
- G. **Janitors Closets and Restrooms**: The Provider shall maintain those areas, which are within the food service operations area in a clean and orderly manner at all times.
- H. **Trash Removal**: The Provider is responsible for moving all trash to include trash, garbage and debris to designated locations for pickup and removal. The Provider shall maintain in a clean and orderly manner at all times the outside areas where the trash removal containers that the Provider uses are located. Maximum use of garbage disposals and pulper/extractors will be made so as to minimize solid waste. The DKSO is responsible for pickup and removal of the garbage.

XX. QUALITY CONTROL PLAN	COMPLY: ___ YES ___ NO
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The Quality Control program shall be planned and systematic. Data Collection should be for both improvement priorities and continuing measurement, however, the focus of the QC program shall be the identification and resolution of problems. The review and evaluation of identified problems shall include corrective action and plans for restudy. Responsibility for acting on recommendations generated through performance improvement activities shall be assigned and defined in writing.

The quality assurance/quality control program shall include as a minimum the following:

- Evaluation of the nutritional adequacy of the regular, emergency, and non-standard and menus. Adequacy is to be re-certified twice per year.
- Evaluation of tray identification, delivery, and sanitation.
- Plate waste studies.
- Evaluation of inmate and employee food preferences.
- Evaluation of storage procedures for food and supplies.
- Effectiveness of pest control measures.
- Evaluation of employee injuries.
- Accuracy of portion control.
- Accuracy of completed trays.
- Adequacy of refrigerator, freezer and dish machine temperatures.
- Effectiveness of the overall sanitation program for the Jail.
- Effectiveness of the preventive maintenance program for the Jail.
- Effectiveness and accuracy of sack meal production and distribution.
- Quality of completed meal trays.

Compliance. The Provider shall participate and report quality control findings in both the Jail Executive Management and Safety Committee meetings. The Provider must annually submit to the DKSO's Representative a written report documenting quality control activities on a quarterly basis.

Inspection of Services. The food service operations will be inspected by a DKSO staff member appointed by the Sheriff to ensure compliance with DKSO and ACA standards, State health and fire codes once a month or more often as determined by the Sheriff.

All services performed, and all materials, supplies and equipment furnished or utilized in the performance of services, and all workmanship in the performance of services, shall be performed in a quality and workmanlike manner and shall be subject to inspection and test by the DKSO at any time during the performance of the Contract.

The Provider shall provide full cooperation with any inspector directed by the DKSO to determine the Provider's conformity with these specifications and the adequacy of the services agreed to. All inspections by the DKSO shall be made in such a manner as not to interfere unduly with or delay the work.

Inspections by the DKSO may include inspection by the State of Georgia Department of Public Health, Federal Monitors or any other agency or party authorized or directed by DKSO to inspect the facility. A 100% score on the State Board of Health inspections is expected but anything less than 90% can be grounds for termination of this agreement.

At the end of each quarter during the term of the Agreement (or more frequently if deemed necessary by the DKSO), the DKSO shall designate representatives to function as a formal inspection and evaluation team. The first team will be designated within thirty (30) days of the contract award.

This team shall evaluate food portion sizes, food temperature and compliance with health and safety issues.

This inspection will include a daily and weekly signed check-off list by the Provider's Food Services Director of completed cleaning/sanitation, equipment maintenance and facility maintenance performed.

Additional inspections (scheduled or unscheduled) may be conducted by the DKSO or any persons authorized by the DKSO or the DKSO at any time during the term of the Agreement. All findings submitted to the Provider shall be responded to in writing.

XXI. REPORTS	COMPLY: ___ YES ___ NO
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Inspection Reports. The Provider shall, within one day of receiving an inspection report concerning the food service operation, give the DKSO's Representative a full copy of each report.

Scheduled Report Submission. The following reports are required to be transmitted in electronic format via DKSO email system from the Provider to the DKSO designee and his or her inspection and evaluation team:

- Master Menus must be received within thirty (30) days of the award of this contract and annually thereafter upon the anniversary date of the contract award date.
- Monthly Reports - Usage Report Summary will be transmitted by the 10th of each month.
- Staff Roster. A complete roster of all employees names and addresses shall be kept in the Provider's site office and shall be updated and submitted electronically each month sent with the monthly report package to the DKSO for his records due by the 1st of each month, listing both filled and vacant positions, staff names for all filled positions, and date entered on duty in current position.
- Standard Operating Procedures.

- Food Service Staff Meeting Minutes. Portions of those minutes of each meeting that concerns enforcement of DKSO policies, rules, regulations and terms of this agreement will be forwarded to the DKSO in the monthly report.
- Staff work schedules and staff assignment and any changes to staff work schedules or assignments will be derived and posted in accordance with this Agreement and any applicable laws.
- Staff Training. A report of completed training and issued certificates will be submitted by the Provider to the DKSO by the 10 of day of the quarter (January, March, June and September).
- Inmate Training/Initial Job Orientation Training. Each inmate assigned to work in Food Service will receive initial job orientation training, which shall include equipment training, and a report of completed training and issued certificates will be submitted by the Provider to the DKSO by the 10 of each month.
- Daily and Weekly Cleaning Schedules. Cleaning schedules shall be developed by the Provider listing cleaning of areas and equipment in the DKSO Kitchen/Warehouse, storage areas, elevator and dock areas that are required to maintain high levels of sanitation. Daily and weekly cleaning schedules will be developed with consideration of fair and equitable distribution of all shift responsibilities. Cleaning schedules will list the specific cleaning assignment, day, and shift during which the work will be completed. Temporary modifications to the cleaning schedule may only be made with the DKSO's written concurrence. DKSO reserves the right to conduct daily inspections of the kitchen/warehouse area and assure that all cleaning schedules are properly followed. DKSO may provide written notice to Provider of any cleaning violations. The cleaning violation(s) shall be rectified immediately upon Provider's receipt of notice.

Employee Work Schedule. The Provider shall submit to the DKSO's designee a copy of the **EMPLOYEE WORK SCHEDULE** on a weekly basis. A projected schedule for management employees (to include the Provider's designee) should also be submitted to the DKSO Representative. On days when the Provider's designee is not physically present in the region, a senior manager physically present shall be assigned "in charge" of Provider operations, and so listed on the schedule. Maintenance employees shall be assigned "on call" after normal business hours and shall be noted as such on the work schedule.

Incident Reports. The Provider shall provide the DKSO's designee with a copy of any Incident Report, which it files in accordance with security procedures.

Adjustments. The Provider staff shall receive training for and write any necessary inmate disciplinary adjustments (tickets). Such adjustments shall be written for

violations that occur once the inmate worker is within the dietary area and under the supervision of the Provider's employees.

Maintenance. The Provider shall provide the DKSO's designee a list at the beginning of each month listing all maintenance projects open for 30 days or longer. This may be included in the equipment and maintenance tracking and reporting process.

Special Diets. The Provider shall provide the DKSO's designee a list at the beginning of each month listing all inmates served medical diets and the respective diet served during the previous month. DKSO directives regarding inmate medical diet procedures shall be observed at all times.

Records. The Provider is required to be maintained the following records:

- Unless the Provider keeps a perpetual inventory, the Provider shall take and maintain a biweekly physical inventory of food and supplies.
- Food production and service records.
- Modified diet orders records.
- Tray identification system records.
- Personal health and hygiene of employees' records.
- Infection control records.
- At least three times per day, the Provider shall monitor and log the temperature of all refrigerators, freezers and dish machines. Records of this data shall be maintained by the Provider
- Emergency menus and supplies records.
- Pertinent safety practices records.
- Protection of the food supply records (in addition to temperature logs that are kept for each freezer and refrigerator, etc.).
- Sanitation records including handling of cutting boards, dish and utensil washing techniques, disposal of single service containers and disposal of damaged service ware.
- Records of traffic control within the food service operation.
- Personnel policies.
- Position descriptions and specifications.
- Record keeping procedures.
- Cost accounting records.
- Food service operation organization charts.
- Records of in-service training and education of employees and inmates (to include inmate accountability and supervision for employees).
- Quality assurance, quality control, and risk management records.
- Time schedules for food serving and cleanup.
- Tool control policies.

XXII. LICENSES AND PERMITS

COMPLY: ___ YES ___ NO

The Provider must obtain, at its own expense, and retain all Federal, State and/or local licenses, registrations, taxes and certifications necessary to legally provide the food service program covered by this RFP. In addition, the Provider shall comply with all Federal, State and local codes, laws, ordinances, regulations, and other requirements at no cost to the DKSO.

The Provider will not be responsible for the denial of licenses, registrations and certifications if such denial is a direct result of circumstances or conditions which are beyond its control.

The Provider shall provide the DKSO with a copy of each license, registration, certification and renewal thereto, whether full, partial or temporary; each inspection and audit report; and, each notice of denial, deferment, disclaimer, postponement or other undesirable action concerning a license, registration or certification.

The Provider shall provide the DKSO with a copy of all State and Federal licenses, certificates, registrations and cooperative agreements required by the State of Georgia and the United States for each person working on-site at a facility and whose occupation is regulated.

XXIII. COMPENSATION

COMPLY: ___ YES ___ NO

- A. **Proration:** In the event that this contract or any modification to this contract does not begin on the first day of a month or end on the last day of a month, all payments and calculations shall be prorated for the number of days of such partial months during which the contract or the contract modification is effective.
- B. **Payment:** Unless otherwise permitted by the DKSO, the Provider shall submit its invoices for the Standard Menu using substantially the same format as listed in the cost proposal forms. The Provider shall send the invoice to the DKSO's designee and shall include the number of staff meals served at each location broken down by shift. The figures for the number of inmate meals ordered shall be those determined by the DKSO's designee.
- C. **Special Event Menu:** When the DKSO's designee requests a special menu for special events, other than the holiday menus listed elsewhere in this contract, the Provider shall separately invoice the DKSO for the special event menu's price per person. The Sheriff, Chief Deputy, or designee will have to provide approval for all special event menus.
- D. **Reimbursements:** Unless the DKSO and the Provider otherwise agree, the DKSO shall take any reimbursements as a credit against a Provider's invoice. The Provider shall reimburse the DKSO for repairs and/or replacement of items that fall into disrepair for the Provider's failure to properly supervise Provider staff

and Inmate Workers. The Provider shall reimburse the DKSO for any long distance calls made from telephones for which the DKSO pays the costs.

XXIV. EXPERIENCE

COMPLY: ___ YES ___ NO

Successful responder shall provide documentation certifying a minimum of four (4) years experience in institutional food service operations in facilities that provide service similar to the size and scope of services in this RFP. Institutional food service operations include entities such as correctional institutions and hospitals.

Successful responder shall provide documentation certifying a minimum of three (3) years experience in correctional food service for the assistant manager assigned to supervise the daily operations of the facility.

XXV. TRANSITION ON COMMENCEMENT OF CONTRACT

COMPLY: ___ YES ___ NO

The successful responder shall assume full operation on January 1, 2018. Responders shall include a preliminary transition plan in their Technical Proposal. The successful responder shall coordinate and cooperate with the Sheriff's existing service provider to ensure a smooth and orderly transition with uninterrupted food service. Upon award of the contract, the successful responder shall name a Transition Manager, who shall have responsibility for transition activities. Within fourteen (14) days of award of the contract, the successful responder shall submit a final Transition Plan to the Sheriff for approval. The final plan shall include, but will not be limited to, details for conducting inventories of on-site the DKSO's owned equipment, hiring and staffing, menu plans, and coordination activity with current operations. The Sheriff may request additional information as he deems necessary.



ATTACHMENT K

Exception to the Scope of Work or
Standard DKSO Contract, if any