FRANKLIN COUNTY

PURCHASING DEPARTMENT

REQUEST FOR PROPOSAL (RFP) COVER PAGE

IFB NO: 201820 – Changes noted in RED

TITLE: Food Service Management

Schedule & Deadlines:

August 8, 2018	Release Date
August 8, 11, 15, 2018	Advertising Period
August 14, 2018 9:00 AM	Site Visit
August 16, 2018, 8:00 AM	Deadline for Submitting Questions
August 17, 2018 9:00 AM	Deadline to post Addendum
August 27, 2018 at 12:00 PM	Deadline to Submit Proposals

RFP responses must be received no later than "Deadline to Submit Proposals"

August 27, 2018 at 12:00 PM

Kathy Hardeman, Purchasing Agent

Phone: 636-584-6274

Ann Struttmann, Assistant Purchasing Agent

Email: purchasing@franklinmo.net

Submittal Instructions: Print this Packet in its entirety and complete all pages per instructions. Print the LABEL found in Attachment 1 of this packet and attach to the front of your envelope.

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PROPOSAL SUBMISSION CHECKLIST

_____ I have reviewed the solicitation schedule and deadlines, located on the IFB cover page

_____ I have read ALL Terms and Conditions and Proposal documents closely

(Located at www.franklinmo.org/current)

THE ITEMS LISTED BELOW ARE THE REQUIRED DOCUMENTATION FOR SUBMITTING A PROPOSAL

USE THESE FORMS ONLY

_____RFP Cover page

_____Pricing Form completed and signed (pages 21 & 22)

_____Contractual Terms and Conditions Acknowledgement (page 23)

_____Affidavit for Work Authorization is completed and Notarized (page 24 & 25)

_____Current, signed W-9 is included in Packet (page 26)

_____Completed Affidavit of Paid Property Taxes and Notarized (page 27)

_____Completed Vendor Information Request (page 28)

_____I have one original and four copies that are labeled accordingly

_____ Envelope is sealed and label attached (page 29)

SCOPE OF WORK

The Franklin County Purchasing Department is soliciting Requests for Proposals from qualified food service management companies for the Franklin County Adult Detention Facility. Contractor to provide three nutritionally adequate, appealingly presented meals each day to approximately 200 incarcerated individuals. Contractor to also provide sack lunches upon request to emergency responding personnel.

BACKGROUND

Franklin County is currently operating an approximately 30,000 square foot facility currently housing anywhere from 130 to 200 inmates. The existing facility will undergo renovation and expansion commencing early 2019. Our new facility will be approximately 52,220 square foot housing anywhere from 200 to 250 inmates. The projected time period for completion is Fall of 2020. Included in the proposed construction plan is a kitchen remodel, which will render the facility unavailable or with limited access for approximately two months.

SITE VISIT/PLAN REVIEW

Site visit to be held at Franklin County Adult Detention Facility, 1 Bruns Lane, Union, MO 63084 on Tuesday, August 14th 9:00 AM.

INFORMATION AND REQUIREMENTS

A. DURATION

The Food Service Contract executed as a result of this bid will be for a term of one year with up to five (5) one-year extensions.

B. MEALS

1. Contractor to provide three meals per day, two hot and one cold.
2. All meals served will follow the attached recommended menu cycle and meet at minimum a 2800 calorie diet, or the contractor may propose during the bid process, substitutions of higher quality and nutritional value. This minimum **excludes** calories from condiments, butter/margarine.
3. Contractor will be required to provide special diet, religious and holiday meals as approved by the Jail Administrator.
4. Holiday meals consisting of larger than usual portions sizes and menu shall be approved prior by the Jail Administrator. The four holidays

observed for the purpose of the "holiday meals" are Memorial Day, July 4th, Thanksgiving Day and Christmas Day.

5. The food must be prepared in accordance with tested recipes and preparation procedures.

6. The hot and cold food must be held and transported under optimum temperature conditions. Temp will be checked randomly at delivery destination.

7. All portions, at a minimum, must be consistent and in accordance with the menu specifications.

8. All meals will achieve the highest possible quality relative to flavor, texture, temperature, appearance and palatability.

   a.) **Contingency Meals** – The contractor will be required to provide food service at no additional cost to the County in the event of lockdowns, riots, fire, power-failure, severe weather conditions or other events that would hinder the normal operation of a detention facility. At a minimum, the contractor must maintain an on-premise inventory sufficient to prepare and serve seven (7) days of schedule meals. The contractor will be required to submit an approved contingency plan to the Sheriff, which will address the manner in which a nutritionally equivalent menu can be provided, so as to meet this requirement, within thirty (30) days of assuming the contract.

   b.) **Menu/Substitutions/Changes** – A log detailing all full or partial menu substitutions must be maintained for the food service program. The reasons for temporary changes or last-minute substitutions must be submitted no less than monthly (or per accounting period) to the Jail Administrator.

   c.) **Construction meals** – The contractor must be willing to provide a plan to address the manner in which a nutritionally equivalent menu can be provided, so as to meet the requirement, during construction when the kitchen facility may become unavailable for a certain period of time.

   d.) A registered dietitian must certify the menu submitted associated with this bid and any substitutions and/or permanent changes as being nutritionally comparable.

e.) Documentation of meals as they are actually served must be maintained as verification of providing a nutritionally adequate diet. The contractor must submit such documentation weekly to the Jail Administrator.

f.) **Menu Posting** – menu cycles shall be posted in the Sheriff Office, Jail Administrator office, Inmate Housing, and kitchen each one (1) week in advance of its use. All menu changes will be posted prior to the meal being served or as soon as possible but no later than that same day.

g.) **Therapeutic diets –** Therapeutic or restricted diets must be available upon medical authorization. Specific diets 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. Medical diets, verified by a registered dietitian, must be specific and complete and will be furnished in writing to the contractor. Restricted diets must conform as closely as possible to the food served other inmates. The source book to be used is the Simplified Diet Manual with meal Patters, Fifth Edition, published by the Iowa Dietic Association in 1984 or comparable updated source, which will be subject to the approval of the Sheriff. Medically prescribed nourishments (such as Sustacal or Boost) and snacks must be served upon request.

h.) **Religious diets** – Religious diets must be approved by the Jail Administrator and will be submitted in writing to the contractor. Religious diets should be simple and conform as closely as possible to the food served other inmates. However, religious diet requests and/or times they are served may increase for or during specific religious holiday periods.

i.) **Vegetarian diets** – Vegetarian diets must be provided to all inmates who request and have them approved by the Sheriff or designee.

j.) **Special meals** – Nutritional meals equal to calorie intake of the rest of the meals must be provided to inmates on a suicide watch status. These meals shall not require utensils or hot liquids to meet these requirements.

k.) **Menu Certification –** Menus must be reviewed and certified by the Contractor's Registered Dietitian as adjusted for age, sex and activity according to the Recommended Dietary Allowances (RDA) stated by the National Academy of Sciences. In addition, the menus must conform as

closely as possible to the United States Department of Agriculture (USDA) guidelines for food composition, especially those relative to the amount of fat, cholesterol, sodium and dietary fiber. Toward that end, the menus proposed must contain no more than 5,000 mg. Sodium and 30 percent fat. The contractor must provide the Sheriff, or designee written certification of this review for each cycle menu prior to implementation.

l.) **Sack meals –** Work release/sack meals must contain approximately one-third of the minimum daily nutrition requirement.

m.) **Daily Calorie Requirement -** The minimum daily average calorie requirements per week for all (not including therapeutic/medial diets, condiments, butter/margarine) shall be 2,800 per inmate.

n.) With respect to the menus, all food portion sizes shall be the cooked weight or shall be specifically identified as raw weight. Meat portions in casserole or combination dished must be listed. All portions must be listed on the menus which are submitted in the proposal response. They must include the number and portion size of condiment package/serving that will accompany each meal. Portioning will be actively supervised by the contractor to ensure that each inmate receives no less or more than the portions specified.

o.) All chilled food must be served at no more than 40 degrees F and hot food at no less than 140 degrees F and no higher than 180 degrees F.

p.) Nutritious food service shall be provided on a daily basis, three times per day in accordance with all applicable American Correctional Association, National Academy of Science, Federal, State and local guidelines, laws and regulations.

q.) The Contractor shall provide individually packaged condiments of the following items: Mustard, Ketchup, salt, pepper, hot sauce, butter, sugar or sugar substitute, and non-dairy creamer.

C. FOOD SERVICE SUPPLIES

The County is responsible for providing supplies to the contractor.

D. USE/MAINTENANCE/REPLACEMENT OF COUNTY OWNED EQUIPMENT

1. The County, prior to purchase or installation of food service equipment, shall approve any equipment additions to the kitchen or replacements of equipment during the term of this contract. The County shall warrant that it will take all reasonable and prudent measures necessary to assure the County owned equipment is being properly maintained.

2. The County shall be responsible for the maintenance/replacement of any and all equipment necessary to maintain a food service operation.

3. The County shall provide preventative maintenance and repair contracts on all food service equipment (to include meal transport carts.) The County is to keep a separate record of maintenance and repairs for each piece of equipment.

4. The contractor and the Sheriff's representative shall jointly inventory, at least semi-annually, all equipment under the contractor's direct control. As part of this inventory, a general assessment as to the condition and expected useful life of each item will be made. The contractor will be liable for the replacement cost for all unaccounted items.

5. The County will provide, maintain, repair and permit the contractor to use the capital equipment. The contractor shall take all reasonable measures necessary to assure the County that its equipment is being properly used. The contractor will be responsible for repair of damaged equipment due to negligence of the contractor's employees. The County will provide preventative maintenance and repair service on all County owned, capital equipment.

6. The County shall provide and service all utility systems running to and from the kitchen area.

7. Omit this number.

8. If kitchen repairs are needed as a direct result of problems with utilities, the contractor will provide written notice to the Jail Administrator or designee; for example, should a plumbing problem arise because of absence of steam to the kitchen, the County shall repair the plumbing

problem. No fixed equipment expenses will be incurred without written approval by the Jail Administrator or designee.

9. The County will assume responsibility for the preventative maintenance and internal/external steam cleaning of the kitchen hood ventilation and stack system at its expense. Grease traps will be serviced two times annually at a minimum, more often if required. All work must be performed in accordance with manufacturer's standards.

E. CONTRACTOR EMPLOYEE SELECTION AND IDENTIFICATION – ALTERNATES

1. The contractor shall employ a full time Chief Cook who is ServSafe Certified with training and four (4) years' experience in managing and supervising food service operations and an adequate support staff to ensure meal preparation and services as described in this document of which no less than 50% are ServSafe Certified.

2. A certified health report, criminal record check and prior work history for each prospective employee shall be reviewed by the Sheriff or his designee prior to placement at the facilities. Costs associated with the reports are the sole responsibility of the food service provider. Those employees found to have felony convictions or outstanding felony/misdemeanor warrants will be denied access to the facilities.

3. The contractor shall provide laminated picture I.D. cards for all employees who report to work at the division's facilities at their duty station. The I.D. is to be worn at all times while on the facility premises.

4. The County requires the contractor retain as its employees the three full time kitchen employees currently employed at the facility. The contractor should also submit an alternate bid, one that doesn't require the retention of the County's current full-time kitchen employees. With regard to the alternate bid the County requests that the contractor give due consideration to retaining these employees, although it is not required.

5. All employees of the contractor will be required to submit to a drug screen by a health care provider at the contractor's expense prior to assignment to the facility. The results of the drug screen shall be provided to the Sheriff or designee prior to the assignment of said employee.

6. All employees of the contractor assigned to any of the facilities shall provide a certificate of good health annually.

7. At a minimum, a qualified health care provider shall examine contractor employees to ensure all employees working in the food service area are free from transmittal disease in accordance with the County Health Department requirements regulating restaurant and food service employees. The examination is to ensure freedom from diarrhea, skin infections, and other contagious or food-transmittal illness. Vaccination for Hepatitis A is required with documentation on file.

8. Food handlers are to be monitored daily by staff and are required to comply with standard personal hygiene requirements including freedom from open or infected wounds, maintaining clean hands and fingernails by washing hands after using toilet facilities; and using clean clothing, hair nets and caps at all times.

F. PURCHASING

1. Unless the contractor can prove that different specifications can meet the minimum nutritional and caloric count standards included herein, all food purchased for use under this contract shall meet at least the following minimum specifications:

    - Beef, veal, pork and lamb shall be of at least USDA Grade B. The fat and/or soy content of all ground meat products to be used cannot be in excess of 20 and 6 percent respectively. All breaded products must have a product weight of 3 oz. before breading.
    - Poultry shall be at least USDA Grade B. Chicken quarters can be no less than 8-oz. raw weight. Legs or thighs must be 6-oz. minimum raw weight. All breaded products must have a product weight of 3 oz. before breading.
    - Canned fruits and vegetables shall be at least USDA Grade C (or standard)
    - Frozen fruits and vegetables shall be at least USDA Grade B
    - Fresh produce shall be at least USDA No. 2. Some minimum counts are as follows:

Oranges 138

Bananas	3-4 (Petite)
Apples	90-100

The contractor may serve comparable portions of other fresh fruits.

- Dairy products shall be at least USDA Grade A. (Butter may be substituted for margarine when it is a commodity item) 1% fresh milk fortified with Vitamins A and D shall be served as a beverage. Dry/powdered milk may be used in cooking/baking.
- Eggs shall be at least USDA Grade B medium.
- Frozen fish and seafood must be a nationally distributed brand, packaged under continuous government inspection. All breaded products must have a product weight of 3 oz. before breading.
- Bakery products – A minimum of 60 percent whole grain products must be used. Day-old breads may be purchased but must be used within 48 hours or frozen until time of use.

The contractor shall not purchase "second market" and/or distressed food items.

2. The contractor will supply sack lunches to sheriff and emergency response personnel in the event of an emergency situation. (examples could be: manhunt, amber alert, high profile investigation)

G. INSPECTION OF CONTRACTOR AREAS AND RECORDS

1. The Sheriff or designee shall have the right and authority to:

   a.) Inspect food to determine compliance with the specifications and reject food not meeting such specifications.

   b.) Approve menus so as to ensure compliance with the Division of Corrections meal requirements, and to withhold payment for meals not meeting prescribed requirements or deviating from authorized menus.

   c.) Inspect at any reasonable time the contractor's food preparation, packaging and storage areas, food containers and vehicles used in transporting food to determine the adequacy of the contractor's cleaning, sanitation and maintenance practices.

   d.) Determine the adequacy of the contractor's food storage and record keeping practices so as to ensure proper documentation, and in

connection therewith, to have ready access to related food and inventory control records.

e.) Authorize variations in menus if in compliance with contract as awarded.

2. Food Service records shall be maintained to reflect the following:

a.) Planned menus; served menus; nutritional analysis of meal program; daily inspection for vermin infestation, sanitation, water temperature and quality, freezer temperature, etc.; required County Health Department inspections and test.

b.) Regular surveys of the eating habits of the facility populations.

H. PROVISION OF MEALS

1. Food is to be prepared by food service staff onto trays and handed out by County deputies. Most of the inmates will eat 21 meals per week (3 meals, 7 days per week) starting at approximately 6:00 a.m. for breakfast, 11:00 a.m. for lunch, and 5:00 p.m. for dinner. The majority of the population will eat in a day room. Certain inmates that are a part of the confined population will be served in their living areas.

2. Arrestees will be served in their holding cells if present at a meal time. Serving times are the same as the other population.

3. The contractor must use whatever equipment and means necessary to hold both the hot and cold food at optimum temperatures until the service period has been completed.

4. The contractor shall prepare all meals on site in the County facilities or as otherwise provided in this agreement.

5. The County shall provide accurate and timely orders for inmate and correctional officers/staff meals.

6. The County shall provide adequate work space including ingress and egress to all production and storage areas.

7. County will pay for meals ordered/served, although the number of prepared meals will be based upon population. Contractor should coordinate with Jail Administrator or designee the preferred time of day to notify the kitchen manager of the population count for each meal. Actual counts are conducted three (3) times daily.

8. Staff wishing to eat will be responsible for the purchase of their own meals as set by facility policy.

I. PARKING AND DELIVERY FACILITIES

County parking facilities are not available for food service contractor's use. All commodity deliveries by common carrier or contractor vehicle will be on space-available basis. Contractor will ensure all deliveries are made by vehicle consistent with space available, i.e., box truck or tractor trailer. No delivery vehicle shall park on public roads.

J. SUBCONTRACTOR/ASSIGNMENT OR SUBLETTING

The contractor shall not subcontract/assign or sublet any portion of the food service operation, without prior written consent of the County Commission.

K. LIQUIDATED DAMAGES

1. The contractor shall be responsible for furnishing all commodities and services as offered in the bid, including prices, delivery within the time specified and meeting all specifications.

2. Failure to satisfactorily perform any of the above shall result in the County acquiring like commodities or services from other sources, charging the original contractor as liquidated damages, any excess costs, damages or administrative cost, occasioned thereby.

L. INDEMNIFICATION AND INSURANCE

1. The contractor shall indemnify, defend and hold harmless the County and its elected and appointed officials, officers, agents, servants, employees, supervisors, department heads, and all other related or affiliated person, firms, and other entities, against all damages to persons and property which may arise out of the operations or work included or undertaken in performance of this contract, including all claims for personal injuries and property damages and losses, costs, attorney's fee or judgments which may arise out of any claim against the County, and its elected and appointed officials, officers, agents, servants, employees, supervisors, department heads, and all other related or affiliated person, firms, and other entities.

2. The contractor shall secure sufficient insurance to protect itself and the County against all hazards as enumerated herein. The contractor shall provide the County with certificates of insurance's showing the County as an additional

named insured. The County shall receive such certificates prior to commencement of food service operations by the contractor.

M. LOCAL AND STATE REQUIREMENTS

The contractor shall comply with all applicable State and Local laws and ordinances.

N. ADDITIONAL REQUIREMENTS

1. The contractor will be available to provide food for special events and other related department functions. The contractor should not proceed with such functions without written authorization from the Jail Administrator or designee.

2. Omit this number.

3. In addition to the meals noted above there may be inmates that require meals to be served to accommodate special time requirements.

4. The contractor must have had prior correctional institution experience with a minimum of five (5) years.

5. The contractor shall remove all trash from the kitchen to the appropriate bins and dumpster. The contractor will ensure that garbage is removed whenever any trash containers are full, at the end of a meal period or at the end of the workday.

6. The contractor responsible for the sanitation of the kitchen, including the floors. The cleaning supplies will be at the expense of the County.

7. The contractor will be responsible for the cost and implementation of a regular monthly program for the extermination of rodents, vermin, and other unsanitary vectors in the kitchen and inmate dining room if/when needed. The need to be determined by the Jail Administrator. All reports are to be forwarded to the Jail Administrator.

8. The contractor will save samples of prepared foods/complete meals for a period of not less than 72 hours for testing in the event of an outbreak of food poisoning/contamination. Sample must be clearly marked as to the dates and times of preparation, service and storage.

9. The contract employees shall be responsible for the security and control of County issued keys and work tools. All tools such as knives, peelers and similar utensils shall be kept in a locked area when not in use. Recorded inventory control shall be maintained of all such items.

10. The contractor is subject to and must pass inspections by the County Health Department.

11. The contractor must complete and provide the E-Verify Affidavit, verification of workers compensation insurance, verification of unemployment insurance and a current W-9.

12. The contractor must comply with all Federal and State employment laws.

13. The contractor will be responsible for establishing the work schedules of all food service employees in such a manner as to meet all objectives and requirements of the RFP.

14. Subletting or assigning of this RFP under these specifications, or any contract to a successful bidder under these specifications, cannot be made without the approval of the County.

15. Price Escalation Clause

    Prices quoted must be firm for one (1) year from date of award. The contractor must provide notification of any proposed price increase **forty-five (45)** days prior to the proposed effective date. The amount of the increase shall not exceed actual documented increase in the Contractor's Direct Cost and shall not ever total more than 5% in any one year. To request a price increase, the Contractor must submit a letter setting the amount of the increase, along with an itemized list along with any increased prices, showing the Contractor's current price, revised price, the actual dollar difference and the percentage of the price increase by line item. Documentation from the Contractor's supplier(s) showing the actual dollar increase/decrease to the Contractor must accompany the request. Such documentation from the Contractor's supplier must clearly show the dollar increase incurred by the Contractor on the applicable Contract per item bid. The letter and documentation shall be sent to the following address: Purchasing Department, Franklin County, 400 E Locust Street, Room 004, Union, MO 63084. If the Purchasing Agent recommends approval to the County Commission and the request is approved, the Contractor will be notified in writing; no price increase will be effective until the Contractor receives this notice.

16. Payment and billing terms

    All payments hereunder are subject to annual appropriation.

a.) The contractor shall issue one invoice on a monthly basis to the attention of the Jail Administrator, specifying the number of meals provided. After approval and verification, payment will be made within thirty (30) days of the receipt of invoice. Franklin County is a tax -exempt entity, therefore no pricing within a proposal for food service shall include State or local sales or use tax.

17. Quarterly Reports

Contractor shall provide reports by January, April, July and October 15th of each year to the Sheriff and Purchasing Departments. Reports should detail contract items purchased including price (unit and total), quantity and ordering department. Franklin County will not pay for these reports.

18. Nondiscrimination

In connection with the performance of work under this assignment, the successful respondent agrees not to discriminate against any employees, applicant for employment, or actual or potential recipients of services because of age, race, religion, color, marital status, sexual orientation, sex, handicap as defined in the Americans with Disabilities Act (ACA) development disability, or national origin.

O. TERMINATION OF CONTRACT

1. The County of Franklin shall have the right to immediately terminate the contract without notice if, for any reason, the contractor fails to provide continuous food service in the adult detention facility for a period in excess of 24 hours. In addition, this termination right will be enforced if the contractor is determined to be in consistent serious violation of health, sanitation and safety requirements by the Jail Administrator, the Franklin County Health Department or other relevant agencies.

2. Failure by the contractor to correct any contract violation within five (5) calendar days after receipt of notice will be cause for immediate termination of the contract.

3. The County Commission (with recommendations of the Sheriff and Purchasing Department) reserves the right to terminate the contract upon 30 days written notice for any cause or without cause, at the Contractor's regular mailing address.

P. PENALTIES FOR NON AND PARTIAL PERFORMANCE

If after written complaints have been submitted to the contractor by the Purchasing Agent and she determines that one or more substantial contract violations continue to occur, the Purchasing Agent or designee shall have the right to require the contractor to issue monthly billing credits commensurate with the value lost. Those violations considered to be substantial to the Sheriff's Department are presented as follows:

1. The contractor has failed to prepare all or portions of the meal using the specified recipe, ingredient amounts proportionate to the number of person to be served, improper storage techniques and other portions to the inmates and/or staff.

2. The contractor, through improper or inconsistent supervision, has failed to provide the specified portions to the inmates and/or staff.

3. The contractor has failed to adhere to its minimum purchase specifications.

4. The contractor has, through circumstances within its control, caused all or portions of a menu to become contaminated.

5. The contractor has, through circumstances within its control, failed to serve the meal specified within 10 minutes of the scheduled time.

6. The contractor has, through circumstances within its control, failed to prevent any damage to County property, buildings or equipment and/or failed to properly maintain same.

7. The contractor has, through circumstances within its control, failed to provide active supervision of the tray/food cart delivery process.

Q. PROPOSAL REQUIREMENTS

1. Operations

   a.) How commodities will be purchased, received, handled and produced

   b.) Procedures used in safety, sanitation, security, and training of contract labor

   c.) Quality control methods and standards including, but not limited to, the method used to dispose of and/or remove meals served to endure that said meals will not be served as future meals.

   d.) Proposals shall include sample menus to be served for at least four (4) weeks including a certified statement of nutritional adequacy of the menu prepared by a registered dietician.

   e.) The meals will meet or exceed dietary allowances as contained in the National Academy of Science's Recommended Dietary Allowances.

   f.) Food should be from a fifteen-category grouping with daily allowances for each grouping.

   g.) All ration allowances will be based on standard retail cuts for meats and fresh produce, all canned foods are included as net weights

   h.) The Chief Cook will ensure nutritional standards are met through a system that includes:

      1. annual review and documentation by a registered dietician of all menus served to ensure compliance with nationally recommended nutritional standards and

      2. a quarterly documented comparison of the nutritional values of meals actually served with facility's standards and ration allowances, as to nutritional adequacy, menu planning effectiveness, meal service procedures, standard ration compliance and cost.

   i.) Emergency contingency plan to provide meals to inmates, staff and emergency responders, and other designated personnel in case of water, steam and/or power failures, fire, flood, natural disasters, declaration of an emergency by the County Emergency Management Agency, Municipal Medical Response System, Federal Emergency Management Agency,

Department of Homeland Security or other state and federal emergency response agencies. Contingency plans should be based on a 30-day reserve of foodstuffs. Contractors shall participate in emergency planning and emergency drills when required to do so by the Commission. Contractors are to submit a special seven-day emergency menu and cost per meal with bid. Plans should also offer means of supply from various vendors in the event of such an emergency.

j.) Construction plan to provide meals during phases of construction that will affect the kitchen area.

k.) The contractor must provide a minimum of three (3) references.

2. Staffing

a.) A proposed organization chart to be used at the facility.

b.) The proposed Manager's resume.

c.) A list of minimum educational qualifications and/or work experience requirements for dietitians employed by the company.

d.) A list of minimum educational qualifications and/or work experience requirements for any and all employees assigned to work in the correctional facility.

e.) The method of supervision used by the District Manager and on-site supervisor.

f.) Demonstrate training programs for management and provide course outlines.

g.) Proposals must include a detailed staffing charge identifying each position per shift and hours worked each day for each employee. A weekly schedule shall be submitted with the proposal.

3. Performance Bond

Respondents are to include, as part of the proposal, the name and address of some surety authorized to do business in the state of Missouri for fifty percent (50%) of the contract (proposal) price, condition on the faithful performance of the terms of the contract specified.

The original bond must be received within fifteen (15) calendar days after notice of award is given to the successful bidder. Bond must be executed by attorney-

in-fact for surety company before a licensed notary public. No waivers will be given and no orders will be placed until the required bond is executed. No invoices will be paid until the bond is executed.

4. Insurance Requirements

Contractor shall furnish County with Certificate of Insurance indicating proof of the following insurance from company's license in the State of Missouri:

a.) Worker's Compensation and Employers' Liability: Worker's Compensation Statutory in compliance with the Compensation law of the State and Employers' Liability Insurance with a limit no less than $1,000,000.00 each accident.

b.) Comprehensive or Commercial General Liability with a minimum limit of $1,000,000.00 per occurrence/$3,000,000.00 aggregate combined Single Limit for Bodily Injury and Property Damage Liability. This insurance shall include, but not be limited to, the following coverage.

1. Premises – Operations
2. Products and Completed Operations
3. Broad Form Property Damage
4. Contractual
5. Personal Injury

c.) Automobile Liability with a minimum limit of $1,000,000.00 per occurrence, $3,000,000.00 aggregate Combined Single Limit for Bodily Injury and Property Damage Liability. This insurance shall include coverage for all the following:

1. Owned Automobiles
2. Hired Automobiles
3. Non-Owned Automobiles

d.) The certificate shall list the Certificate Holder and Address as follows: Franklin County, 400 E Locust Street, Room 206, Union, MO 63084. The services provided to Franklin County shall be listed under "Description of Operations."

e.) Such insurance shall include under the General Liability and Automobile Liability policies Franklin County, its employees, elected officials, representatives, and members of its board and/or commissioners as "Additional Insured's."

f.) Such insurance shall include a thirty (30) day notice to Franklin County prior to cancellation or material policy change. The notice shall be given to the Franklin County Purchasing Department. NOTE: Standard cancellation clause on a Certificate of Insurance is not acceptable.

5. Pricing

Pricing shall be submitted on a per meal basis and shall include all costs necessary to prepare all inmate meals. Contractors are to use the pricing sheet provided.

RFP PRICING FORM – A

201817 Food Service Management

(retention of County employees)

REQUIRED PRICING

The bidder shall complete the following pricing table and provide firm, fixed pricing necessary to meet the mandatory requirements of the RFP.

All invoices must reflect discounts applied to final order.

Inmate Meals/Price Per Meal

80-99 _____

100-119 _____

120-139 _____

140-159 _____

160-179 _____

180-199 _____

200-220 _____

221-249 _____

Kosher Meal_____

Staff Meal (non-emergency) _____

Additional expenses for construction plan _____
(pricing to be a per month charge)

Company Name_____

Authorized Signature_____

Printed name and title_____

Franklin County reserves the right to request supporting documentation for the proposed pricing. In addition, it may be necessary to evaluate the bidder's expertise and experience in order to award a bid. Franklin County reserves the right to request reference information and/or proof of expertise if necessary.

RFP PRICING FORM - B

201817 Food Service Management

(NO retention of County employees)

REQUIRED PRICING

The bidder shall complete the following pricing table and provide firm, fixed pricing necessary to meet the mandatory requirements of the RFP.

All invoices must reflect discounts applied to final order.

Inmate Meals/Price Per Meal

80-99 _____

100-119 _____

120-139 _____

140-159 _____

160-179 _____

180-199 _____

200-220 _____

221-249 _____

Kosher Meal_____

Staff Meal (non-emergency) _____

Additional expenses for construction plan _____
(pricing to be a per month charge)

Company Name_____

Authorized Signature_____

Printed name and title_____

Franklin County reserves the right to request supporting documentation for the proposed pricing. In addition, it may be necessary to evaluate the bidder's expertise and experience in order to award a bid. Franklin County reserves the right to request reference information and/or proof of expertise if necessary.

CONTRACTUAL TERMS AND CONDITIONS ACKNOWLEDGEMENT

The undersigned Vendor/Contractor has read, understood, and accepted the Terms and Conditions as published in the Vendor Information Packet on the Franklin County Official Website located at:

http://www.franklinmo.org/bidopps

All terms and conditions as stated shall be adhered to by Vendor/Contractor upon acceptance of contract. Vendor/Contractor enters into this agreement voluntarily, with full knowledge of its effect.

_____

Vendor/Contractor Signature Date

_____

Vendor/Contractor Name and Title

AFFIDAVIT OF WORK AUTHORIZATION

The grantee, sub grantee, contractor or subcontractor who meets the section 285.525, RSMo definition of a business entity must complete and return the following Affidavit of Work Authorization.

Comes now_____ (Name of Business Entity Authorized Representative)
as_____(Position/Title)

first being duly sworn on my oath, affirm_____(Business Entity Name) is enrolled and will continue to participate in the E-Verify Federal Work Authorization program with respect to employees hired after enrollment in the program who are proposed to work in connection with the services related to _____ (Bid/Grant/Subgrant/Contract/Subcontract) for the duration of the grant, subgrant, contractor, or subcontractor, if awarded in accordance with subsection 2 of section 285.530, RSMo. I also affirm that _____ (Business Entity Name)

does not and will not knowingly employ a person who is an unauthorized alien in connection with the contracted services related to _____
(Bid/Grant/Subgrant/Contract/Subcontract) for the duration of the grant, subgrant, contract, or subcontract, if awarded.

In Affirmation thereof, the facts stated above are true and correct. (The undersigned understands that false statements made in this filing are subject to the penalties provided under section 575.040, RSMo.)

_____

Authorized Representative's Signature Printed Name

_____

Title Date

Subscribed and sworn to before me this of _____. I am

Day Month, Year

_____

commissioned as a notary public within the County of _____, State of
_____ and my commission expires on Date

_____

Signature of Notary Date

AFFIDAVIT OF WORK AUTHORIZATION

(Continued)

CURRENT BUSINESS ENTITY STATUS

I certify that _____ (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo as stated above.

Authorized Business Entity Representative's Name (Please Print)	Authorized Business Entity Representative's Signature
Business Entity Name	Date

As a business entity, the grantee, sub grantee, contractor, or subcontractor must perform/provide the following. The grantee, sub grantee, contractor, or subcontractor shall check each to verify completion/submission:

- Enroll and participate in the E-Verify Federal Work Authorization Program (Website: http://www.dhs.gov/e-verify; Phone: 888-464-4218 Email: e-verify@dhs.gov) with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein;

  AND

- Provide documentation affirming said company's/individual's enrollment and participation in the E-Verify Federal Work Authorization Program. Documentation shall include a page from the E-Verify Memorandum of Understanding (MOU) listing the grantee's, subgrantee's, contractor's. or subcontractor's name and the MOU signature page completed and signed, at minimum, by the grantee, subgrantee, contractor, or subcontractor and the Department of Homeland Security – Verification Division; (if the signature page of the MOU lists the grantee's, subgrantee's, contractor's, or subcontractor's name, then no additional pages of the MOU must be submitted).

Form **W-9**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only one of the following seven boxes:
☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶
Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any)
Exemption from FATCA reporting code (if any)
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number
☐☐☐ – ☐☐ – ☐☐☐☐

or

Employer identification number
☐☐ – ☐☐☐☐☐☐☐

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here | **Signature of U.S. person ▶** | **Date ▶**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at *www.irs.gov/fw9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you *are* not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

AFFIDAVIT OF PAID PROPERTY TAXES

I certify that_____ (Business name) does not owe any unpaid personal or real estate taxes to Franklin County for either the current tax year or prior years.

_____

Authorized Representative's Signature Printed Name

_____

Title Date

Subscribed and sworn to before me this of _____. I am

Day Month, Year

_____

commissioned as a notary public within the County of _____, State of _____ and my commission expires on Date

_____

Signature of Notary Date

VENDOR REQUEST FOR INFORMATION

Company Name_____

Mailing Address_____

_____

Phone number_____

Contact Name_____

Contact Name Title_____

Email Address_____

May we send Bid Packet and Bid Information via email? _____

ATTACHMENT 1

SEALED RFP LABEL

PLEASE ATTACH LABEL TO OUTSIDE OF RFP PACKAGE

SEALED RFP RESPONSE ENCLOSED

DELIVER TO:
Purchasing Department
400 East Locust St, Rm 004
Union, MO 63084

RFP # 201820 DATE: 08/27/2018

DESCRIPTION: Food Service Management

Vendor Name: _____

Vendor Address: _____