



**REQUEST FOR PROPOSAL  
RFP# 16-0218**

Georgia, Floyd County  
January 7, 2016

**TO WHOM IT MAY CONCERN:**

The Floyd County Board of Commissioners will receive proposals for

**INMATE FOOD SERVICE  
Floyd County Jail  
and  
Floyd County Corrections**

Proposals will be received until 3:00pm, Thursday, February 18, 2016 local time in the office of the Purchasing Director, located in Suite 106 of the Floyd County Administration Building, #12 East Fourth Ave, Rome, Georgia 30161. No proposal will be accepted after this time and date.

Specifications, further instructions and agreements can be obtained from the Office of the Purchasing Director [lamm@floydcountyga.org](mailto:lamm@floydcountyga.org) (706) 291-5118. Award, if approved, will be made by the Floyd County Board of Commissioners. Full RFP Packets may be downloaded from [www.romefloyd.com](http://www.romefloyd.com) Floyd County Purchasing RFP/Bids page.

**MANDATORY** Pre-bid Meeting with site visit and walk through has been scheduled for: **TUESDAY, JANUARY 26, 2016**

Floyd County Prison 10:00am 329 Blacks Bluff Rd \* Rome, Ga.  
Floyd County Jail 1:30pm 2526 New Calhoun Rd \* Rome, Ga.

Interested parties will meet in the lobby of the Prison and the Jail.

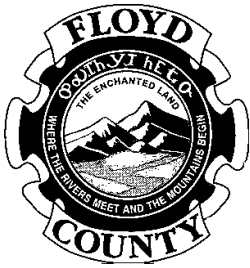
A 5% Bid Bond is required for the total estimated value of the first year contract, and must be submitted with the Proposal. A performance bond equal to 100% of the first year full estimated value of the contract will also be required of the successful proposer.

Floyd County reserves the right to waive compliance by any applicant with any provision contained in this request whenever the County in its sole discretion believes such waiver is in the County's best interests.

Floyd County is an Equal Opportunity Employer.

Nancy Lam, Purchasing Director

Legal ad to run, January 7 and January 14, 2016 PO# 160037



# FLOYD COUNTY, GEORGIA

## PURCHASING

REQUEST FOR PROPOSAL  
16-0218

TO: INTERESTED SUPPLIERS  
FROM: Nancy Lam, Purchasing Director  
DATE: January 7, 2016  
SUBJECT: Floyd County Jail - Inmate Food Service

You are invited to submit a Competitive Sealed Proposal to provide Inmate Food Service for the Floyd County Jail.

Attached hereto are the general conditions, standard instructions, proposal scope of services, and proposal form.

**One (1) marked original, five (5) bound copies and one electronic copy (divided into three (3) files TECHNICAL, FINANCIAL AND PRICE) on CD or thumb drive of the Proposal response is to be submitted for committee review purposes. Proposals are to be sealed, marked with the proposer's name and address and labeled:**

**Proposal Floyd County Jail - Inmate Food Service**

**delivered no later than 3:00PM Thursday, February 18, 2016 local time to:**

**FLOYD COUNTY BOARD OF COMMISSIONERS  
FLOYD COUNTY ADMINISTRATION BUILDING  
ATTN: PURCHASING DEPARTMENT  
#12 East Fourth Ave, Suite 106  
Rome, Ga. 30161**

**MANDATORY Pre-bid with site visit and walk through has been scheduled for 1:30PM Tuesday, January 26, 2016 at the Floyd County Jail, 2526 New Calhoun Rd., Rome, Georgia 30161. Interested parties will meet in the lobby of the Jail.**

Any inquiries concerning this proposal should be made ONLY to the Floyd County Purchasing Office at the above location or by phone (706) 291-5109 or (706) 291-5118, fax (706) 290-6099 or email [lamn@floydcountyga.org](mailto:lamn@floydcountyga.org).

Unauthorized contact with members of the Board of Commissioners of Floyd County, County employees or county representatives, by a proposer or a proposer's representative concerning this proposal may result in the disqualification of the proposer.

## **GENERAL CONDITIONS**

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

### **WITHDRAWAL OF PROPOSAL:**

A proposer may withdraw his proposal before 3:00PM Thursday February 18, 2016 local time, without prejudice to the proposer, by submitting a written request of withdrawal to The Floyd County Purchasing Office.

### **REJECTION OF PROPOSAL:**

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

### **STATEMENT OF EXPERIENCE AND QUALIFICATIONS:**

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

### **NON-COLLUSION AFFIDAVIT:**

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

### **INTEREST OF:**

By submitting a proposal, the proposer represents and warrants that neither a Commissioner, Administrator, employee nor any other person employed by Floyd County, has, in any manner, an interest, directly or indirectly in the proposal or in the contract which may be made under it, or in any expected profits to arise therefrom.

### **DOCUMENTS DEEMED PART OF THE CONTRACT:**

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

**Floyd County Sheriff's Office**  
**REQUEST FOR PROPOSAL- FOOD SERVICE**

**I. INTRODUCTION**

The Floyd County Sheriff's Office is requesting proposals for the provision of food service, to include inmate and staff feeding seven days per week, and to be able to provide support services for an inmate population approaching 650 inmates at the Floyd County Jail.

**II. OBJECTIVES OF RFP**

- A. Deliver high quality food service, in accordance with industry standards. Food and food service will meet and/or exceed all applicable federal, state, and local guidelines, laws and regulations, as well as the guidelines prescribed by the American Correctional Association (ACA).
- B. Operate the food service program using corrections-experienced and professionally trained food service personnel.
- C. Operate the food service program in a proficient and cost effective manner.
- D. Maintain an open, collaborative relationship with the administration and staff of The Floyd County Jail and other county offices.
- E. Offer a comprehensive program for continuing and progressive training for contract, jail staff and inmate labor assigned to support the jail food service program.

**III. PROPOSAL PROCESS**

A. The following is a schedule of events concerning the bid process:

Distribution of the RFP:	January 7, 2016
Pre-bid & Walk Through:	Jail - January 26, 2016 @ 1:30pm Corrections @ 10:00am
Deadline for Questions:	3:00PM February 3, 2016
Due Date:	February 18, 2016
Commence Services:	April 1, 2016 - May 1, 2016

**B. One (1) marked original, five (5) bound copies and one electronic copy (divided into three (3) files TECHNICAL, FINANCIAL AND PRICE) on CD or thumb drive of the Proposal response is to be submitted to:**

**FLOYD COUNTY BOARD OF COMMISSIONERS**  
**FLOYD COUNTY ADMINISTRATION BUILDING**  
**ATTN: PURCHASING DEPARTMENT**  
**#12 East Fourth Ave, Suite 106**  
**Rome, Ga. 30161**

Proposals must be received not later than 3:00 P.M., February 18, 2016 at the address below. Proposals received after 3 P.M. on February 18, 2016 will not be considered for award. The

names of the companies submitting proposals will be logged at that time. Names only of those submitting will be made public at that time.

Questions regarding RFP specifications must be directed to the following individual in writing no later than 3:00pm Wednesday, February 3, 2016. Questions may or may not be responded to after this date and time.

Nancy Lam- Purchasing Director  
Floyd County  
[lamn@floydcountyga.org](mailto:lamn@floydcountyga.org)

#### **IV. QUALIFICATIONS OF PROPOSERS**

To be considered for award of this RFP, the proposer must meet the following minimum qualifications:

1. The proposer must be organized for the purpose of providing institutional and/or correctional food service, and must have five (5) years previous correctional food service experience with proven effectiveness in administering correctional food service programs similar to the size and population of the Floyd County Jail. The proposer will provide a general history, description, and status of its company, including a most recent financial statement.
2. Proposers must have a proven ability for a contract startup by April 1, 2016.
3. Proposers must have a qualified and trained staff with sufficient back-up personnel to successfully complete the contract requirements.
4. Proposers must have the central office capability to supervise and monitor the food service program ensuring satisfactory provision of services.
5. Proposers must submit at least five (5) references, including the name of the institution, address, contact person, and phone number. Proposers must include ALL current Georgia Sheriff's Office accounts with the contact names, phone numbers and addresses. Proposers must include all Georgia Sheriff's Office accounts held & lost in the last 5 years.
6. Evaluation Criteria
  1. APPROACH TO THE PROJECT
  2. ORGANIZATIONAL QUALIFICATIONS
  3. PROJECT MANAGEMENT/PERSONNEL
  4. MENU PROPOSED
  5. FINANCIAL CAPABILITY
  6. OTHER
  7. PRICE
  8. INTERVIEWS

#### **V. METHOD OF AWARD**

The award will be made to the company whose proposal is determined to be professionally and technically complete. The selection process may, however, include a request for additional

information, or an oral presentation to support the written proposal; the prices included in the proposal will be considered firm and cannot be altered after receipt of the proposal by Floyd County.

The County reserves the right to award the contract resulting from this RFP not necessarily to the bidder with the lowest price, but to the bidder that demonstrates the best ability to fulfill the requirements of the RFP. The successful bidder will be chosen based on the qualifications and selection criteria discussed in the Section IV.

The successful proposer shall commence work only after the transmittal of a fully executed contract, and after receiving written notification to proceed from the County. The successful proposer will perform all services indicated in the proposal in compliance with the terms of the negotiated contract.

The County reserves the right to reject any and all proposals for any reason, in whole or in part, that are received in connection with this RFP. The County will not pay for any information herein requested, nor is the County liable for any costs incurred by the bidder in connection with the preparation of its proposal.

## **VI. PROPOSAL PACKAGE**

Proposers must submit a response in the form of a proposal that includes the following sections:

### **A. Transmittal Letter**

This letter is to be a brief letter, addressed to the Floyd County Purchasing Director that provides the following information:

1. Name and address of the bidder;
2. Name, title, and telephone number of the contact person for the Proposer.
3. A statement that the proposal is in response to this RFP.
4. The signature, typed name, and the title of the individual who is authorized to commit the bidder to the proposal.
5. Completed Attachment A from the RFP setting forth prices.

### **B. TECHNICAL PROPOSAL**

This portion of the proposal must address each item listed below:

1. Company Profile
  - (a) Date organized to provide food service management in institutional and correctional facilities.
  - (b) Corporate background and depth of support:

- Number of employees
- Number of years doing business

2. Company achievements in providing correctional food service management.
3. Corporate office organizational structure.
4. References, with addresses and phone contacts to include all current accounts in the State of Georgia and with any Georgia Sheriff's Office. Proposers must also include all past accounts held in Georgia in the past 5 years.

**C. OPERATIONAL REQUIREMENTS**

All proposals must clearly define:

1. Procedures of meal delivery to the inmates and staff.
2. Quality of foods served and inventory control methods.
3. Procedures for providing safe, sanitary, and secure food service management, including supervision and control of inmate labor and internal security of products and equipment available to inmates.
4. Procedures for processing inmate/staff complaints on food service.
5. Any additional equipment that may be necessary for efficient food service operation.
6. Procedures for weekly billing and weekly inventory of food supplies.
7. Operational procedures for handling food service should on-site kitchen facilities be rendered unusable through fire, etc.
8. Insurance-Bidder shall provide types of insurance with limits and provisions as follows:

<b>TYPE</b>	<b>COVERAGE FEATURES</b>	<b>LIMITS</b>
Automobile CSL		\$500,000/\$500,000
Workers Compensation		As required by law.
Employer's Liability		\$100,000
Comprehensive General Liability (including bodily Injury & admin.)	County named as additional insured only to the extent of bidder's insurance coverage	\$1,000,000 \$1,000,000

9. Bonds

A 5% Bid Bond is required for the estimated value of the first year contract, and must be submitted with the Proposal. A payment and performance bond equal to 100% of the estimated first year full value of the contract will also be required of the successful proposer.

## **VII. SCOPE OF WORK**

The successful bidder will be expected to provide the following services as part of the food service program:

### **A Food Requirements:**

1. Two (2) hot meals and one (1) cold meal per day, seven (7) days per week.
  2. Continued operation of our staff dining program for between 50-75 staff members. Inmates can assist in preparation of the meals but not in the cooking of the meals.
  3. All menus and special diets must meet the standards for audit holding and detention facilities as established by the American Correctional Association (ACA). A registered dietitian will approve all menus, prior to service. All meals served will be in compliance with the National Academy of Sciences and Food standards and will provide an average of 2,900 calories per day in addition to all required nutrients.
  4. A four-week cycle menu is to be submitted in the proposal. All proposers are asked to use the same menu types which will be discussed at the PreBid conference prior to proposals. All menus are to be posted weekly for all staff to see and in the dining area.
  5. The successful bidder shall warrant that all meals will be served at appropriate temperatures and in a manner that makes them palatable (140 hot, 45 if cold), and visibly pleasing complete with condiments (dressing, sugar, salt, pepper, catsup, or mustard where indicated)
  6. Religious and medical diets conforming to special religious or physician ordered specifications, at no additional cost to the County. The proposers will submit with the proposal a sample of its corrections diet handbook or sample of the four-week menu it proposes to serve inmates on restricted diets.
  7. The bidder shall include in its proposal, its policies for serving special meals (spirit lifters) on holidays and the proposed menus and holidays shall be identified. All such meals will be provided at the standard contract rates. A minimum of five (5) spirit lifter meals shall be provided annually, including Easter, Thanksgiving, Christmas, and New Year holiday periods and one (1) meal is to be scheduled at the discretion of the County.
  8. The proposer agrees to provide catered meals for special events as designated by the Sheriff with not less than seventy-two (72) hours notice. The cost per meal shall be mutually agreed upon by the parties on an event basis.
- B.** The average daily population of the Floyd County Jail is approximately 650 inmates. Additionally, the successful bidder shall expect to serve approximately 50-75 meals per day to staff and visitors. This section is not to be construed to mean that the bidder shall



serve the number of meals specified on a daily basis, but rather it is provided as a guideline for possible meals to be served to such parties. The prices per meal shall be guaranteed for a period of one year unless there is a change in the scope of services, at which time the parties shall negotiate mutually agreeable financial terms. On the first day of each week, the successful bidder shall submit to the county, an invoice for meals ordered or meals served, whichever is greater, for the preceding week.

C. The bidder shall include with its proposal, a plan to incorporate free Federal and/or State commodities, which shall be used to offset the price per meal for the contract period. The value of said commodities shall be equal to the fair market wholesale value for such items. Said offsetting price credited for commodities shall be declared to the County or its designee on a monthly basis. Declaration shall include type of commodity, amount of commodity by weight or volume, wholesale price per unit, and total wholesale value. Declaration shall also depict the operating expenses due to the use of said commodities.

D. The County may, at its option, request that the provider add additional meals for other County food service needs at the discretion of the Sheriff. The successful provider and the Sheriff shall mutually agree upon financial arrangements for such service.

E. The successful bidder shall:

1. Provide all consumable supplies and food products that are required for the food service operation. Upon termination of the contract, for any reason, the County shall purchase, or cause the successor food service provider to purchase, all usable supplies and food products at the food service provider's invoice cost.

Be responsible for routine cleaning and housekeeping of food service preparation, service, and storage areas, and will, on a continuing basis, maintain standards of sanitation required by state or local regulations. The proposer shall supply cleaning supplies for the kitchen area.

2. Provide an organizational chart and job descriptions for all professional and inmate staff in its proposal, including the number of inmates required per shift. Inmates will be provided, as required of the successful proposer, by the Floyd County Sheriff's Office. The inmate's will be selected using the classification process of the Floyd County Jail and the Jail Administrator. Such personnel shall be used for the preparation of food, delivery of meals, and general sanitation and cleaning of the kitchen. Inmates **will not** be allowed to cook staff meals. The successful proposer agrees to train and supervise such personnel, only with respect to the food service tasks, and subject to the overall control of the Sheriff. Provide a labor schedule, also to include minimum rates of pay per position and the fringe benefit package to be offered to the provider's employees.

3. Agree that its employees assigned to duty at the jail shall submit to periodic health examinations at least as frequently and as stringently as required by law, and to submit satisfactory evidence of such compliance to the Sheriff upon request.

4. Secure and pay for all federal, state, and local licenses, permits, and fees required for the operation of the food services provided. During the period of the contract, if it is deemed by taxing authorities that all, or a portion of the services provided are to be subject to a sales or similar tax that has not been collected by the successful bidder, the County agrees to pay such tax to the appropriate authority.
5. Return to the County, at the expiration or termination of the contract, the food service premises and all equipment furnished by Floyd County in the condition in which it was received by the successful bidder, excepting ordinary wear and tear. The Sheriff will assure that all necessary utilities work in the kitchen. The successful bidder will service and maintain kitchen equipment. If the kitchen equipment becomes lost or damaged by fire, flood, or unavoidable occurrence, or stolen by persons other than employees of the bidder without negligence on the part of the bidder or its employees, and providing that all such damages and losses are reported to the Sheriff for all items covered by this paragraph, the County will pay for needed repairs or replacements caused by normal wear and tear, theft, or otherwise.
6. Provide any additional food services as mutually agreed upon and at prices mutually agreed to by the parties.
7. Make the fullest use of the USDA donated commodities when they are available, wholesome, and appropriate for menu purposes. The successful bidder reserves the right to refuse acceptance of any such commodities that are contaminated or supplied in excessive amounts rendering them unusable within their respective dates of expiration. The utilization/control of USDA donated commodities are subject to the following requirements.

The successful proposer will properly handle, store, and prepare all commodities and a weekly inventory shall be taken of all commodities by the successful proposer. The weekly inventory shall include each USDA donated commodity, the commodities on hand at the beginning of each week, the quantity used, the quantity lost due to spoilage, theft, or shrinkage, and the balance at the end of the week. The successful proposer warrants that commodities received will be used solely for the benefit of those persons domiciled in the jail. The successful proposer shall credit to the County invoice, the fair market value of each commodity item used for the period, deducting there from, shipping and handling charges actually incurred.

8. Keep full and accurate records of sales and meal count records in connection with the food services. A copy of such record shall be supplied to the Sheriff, or designee, on a monthly basis on the first working day of the subsequent month. In addition, all such records shall be available for auditing by the County at any reasonable time during regular working hours at such locations where such records are normally kept. Facility inspections shall be made by the County when deemed necessary, with or without advance notice to the successful proposer and, such inspections shall not interfere with the food service operation. The facilities and equipment used in the contract shall not be used to prepare food for agencies or persons other than those designated under this RFP. Inspections of kitchen facilities by County/State health

agencies must achieve satisfactory ratings. If such ratings are not satisfactory, the successful bidder must notify the County of areas to be improved, and shall effectuate such necessary measures to remedy the deficiency within fifteen (15) days of receipt of such scores.

9. Must provide a salad bar in the staff dining room daily during the hours between 11:00am- 3:00pm.
10. Must serve real chicken a minimum of once per week and 100% beef twice per week.
11. Visit and examine the facility as a precondition to its proposal.

#### F. Staff Requirements

All employees of the successful bidder that will work in the jail must be cleared by the Sheriff's Office. All employees must comply with the Sheriff's written policy and procedures relating to facility security.

All proposals must clearly detail the proposed use of the food service manager and inmates as part of the proposer's response. Included in this section shall be a detailed explanation of method of supervision, performance review, job description, and overall approach to working with the County employees.

The proposer shall provide training in food service delivery and management to the inmates assigned to the kitchen. The proposal shall outline what this training will entail as part of the proposer's overall training program.

Inmates are not permitted to supervise other inmates.

The bidder shall submit the resume of the Area Representative as a part of its proposal. This should be the contact person for operations.

Although the Sheriff does not hire provider staff, he retains the right to refuse admittance into the jail of any staff.

### **VIII. CONTRACT REVIEW**

Contract Review- The County and the successful proposer shall, within sixty (60) days of execution of an agreement, set dates through the scheduled contract termination date for quarterly review meetings between the County and the successful proposer for the evaluation of the service in relation to the contract.

The County and the successful proposer shall, within sixty (60) days of execution of a contract, formulate a monthly report form, which will establish the basis for the quarterly review sessions.

### **IX. COMMENCEMENT AND TERMINATION**

The contract between the parties shall become effective upon signing, and shall remain in force unless sooner terminated as therein provided. It shall renew itself annually, upon mutual agreement and negotiation, for similar periods not to exceed four (4) annual renewals, or until notice of termination in writing is given by the other party as provided therein.

Either party may terminate the contract, at the anniversary date with 60 days written notice.

If either party shall refuse, fail, or be unable to perform or observe any of the terms or conditions of the contract, for any reason, the party claiming such failure shall give the other party a written notice of such breach. If, within sixty (60) days from such notice, the failure has not been corrected, the injured party may cancel the contract effective immediately after the end of said sixty (60) day period.

## **X. RESPONSIBILITY OF THE SHERIFF**

A. The Sheriff shall be responsible for and provide:

Accurate and timely orders for the number of meals to be served to inmate, Jail Officers, and staff within two (2) hours of the time scheduled for meals to be served.

Adequate ingress and egress to all food production and storage areas.

Adequate heat, lights, ventilation, and all other utilities, and business telephone service at no charge. The telephone shall be used only for local service and business-related calls. Should the successful bidder desire local service for personal use, internet, and other non-business related calls or long distance calls, whether business or personal, a separate telephone not connected to the county system shall be installed at the successful bidder's expense.

Extermination services and removal of trash and garbage from loading dock areas.

General Maintenance to the building structure, including, but not limited to, the maintenance of gas, water, sewer, ventilation, lighting, air conditioning, refrigeration, duct work, floor coverings, and wall and ceiling surfaces. The County's maintenance does not include day-to-day cleaning operations in the kitchen and food storage areas, which shall be provided by the successful proposer.

Adequate preparation, storage, and holding equipment and maintenance for same.

Security, control, and limitation of inmate movement into, and from the food service area, including physical security of employees, suppliers, and other authorized visitors.

Maintain kitchen appliances and equipment. Equipment that, in the opinion of the County has exceeded its useful life, or that poses a threat of injury or harm to employees of the successful bidder, or that no longer meets the standards established by OSHA, shall be replaced by the County as soon as practical.

## **XI. COST SUMMARY**

The cost per meal prepared shall be indicated on the bid summary sheet included in this RFP as Attachment A. An inmate feeding cost summary for three (3) hot meals per day shall be

indicated on attachment B as a comparison for providing two (2) hot meals and one (1) cold meal.

**ATTACHMENT A**

**Jail Inmate Feeding Cost Summary (3 Hot Meals)**

**INMATE MEALS:**

**COST PER MEAL:** \_\_\_\_\_

**STAFF MEALS:**

**COST PER MEAL:** \_\_\_\_\_

Vendor Name \_\_\_\_\_ Date \_\_\_\_\_

Authorized Contact Person \_\_\_\_\_

Print

Authorized Signature \_\_\_\_\_

Phone \_\_\_\_\_ cell \_\_\_\_\_

Email \_\_\_\_\_

Comments: \_\_\_\_\_

\_\_\_\_\_

**ATTACHMENT B**

**Jail Inmate Feeding Cost Summary  
two (2) hot meals and one (1) cold meal**

**Inmate Meals:**

**Cost per meal:** \_\_\_\_\_

Vendor Name \_\_\_\_\_ Date \_\_\_\_\_

Authorized Contact Person \_\_\_\_\_  
Print

Authorized Signature \_\_\_\_\_

Phone \_\_\_\_\_ cell \_\_\_\_\_

Email \_\_\_\_\_

Comments: \_\_\_\_\_

\_\_\_\_\_



## Floyd County Prison Office of the Warden

329 Black Bluff Road

Rome, Georgia 30161

Phone 706-236-2491, fax 706-236-2483

Email [fcprison@floydcountyga.org](mailto:fcprison@floydcountyga.org)

### Request for Proposals

Thank you for the interest of your firm in providing food service to the Floyd County Prison. The current population for the Prison averages 410 inmates per day, and an average of 70 at the Work Release Center. We have a maximum capacity of 448 inmates, plus 100 at the Work Release Center, for a total of 548.

Your firm is invited to submit a proposal to provide food service at the Floyd County Prison. That service will include inmate meals as well as approximately 20 staff meals per day. The Prison utilizes inmate labor in the kitchen to save money and to keep inmates actively engaged/employed.

If you have any questions regarding the proposal, please contact Nancy Lam, Purchasing Director for Floyd County at 706-291-5118 or 706-291-5109 I look forward to seeing you at the pre-bid conference. All questions are to be submitted in writing to [lamn@floydcountyga.org](mailto:lamn@floydcountyga.org) and will be answered in writing.

Sincerely,

Mike Long  
Warden



# FLOYD COUNTY, GEORGIA

## PURCHASING

### REQUEST FOR PROPOSAL

TO: INTERESTED SUPPLIERS

FROM: Nancy Lam, Purchasing Director

DATE: January 7, 2016

SUBJECT: Floyd County Prison - Inmate Food Service

You are invited to submit a Competitive Sealed Proposal to provide Inmate Food Service for the Floyd County Prison.

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**Proposal Floyd County Corrections - Inmate Food Service**  
delivered no later than 3:00PM Thursday, February 18, 2016 local time to:

**Proposal Floyd County Jail - Inmate Food Service**  
delivered no later than 3:00PM Thursday, February 18, 2016 local time to:

**FLOYD COUNTY BOARD OF COMMISSIONERS  
FLOYD COUNTY ADMINISTRATION BUILDING  
ATTN: PURCHASING DEPARTMENT  
#12 East Fourth Ave, Suite 106  
Rome, Ga. 30161**

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Unauthorized contact with members of the Board of Commissioners of Floyd County, County employees or county representatives, by a proposer or a proposer's representative concerning this proposal may result in the disqualification of the proposer.

**GENERAL CONDITIONS:**

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

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

**NON-COLLUSION AFFIDAVIT:**

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

**INTEREST OF:**

By submitting a proposal, the proposer represents and warrants that neither a Commissioner, Administrator, employee nor any other person employed by Floyd County, has, in any manner, an interest, directly or indirectly in the proposal or in the contract which may be made under it, or in any expected profits to arise there from.

**DOCUMENTS DEEMED PART OF THE CONTRACT:**

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

**Floyd County Corrections**

**REQUEST FOR PROPOSAL – FOOD SERVICE**

**I. INTRODUCTION**

Floyd County, Georgia is requesting proposals for the provision of food service, to include inmate and staff feeding seven days per week, and to be able to provide support services for an inmate population of approximately 448 inmates at the Floyd County Prison, 100 residents at the Work Release Center, and 100 staff between both facilities.

**II. OBJECTIVES OF RFP**

The purpose of this Request for Proposal is to solicit, from qualified providers, proposals to operate the food services at the prison. Should Floyd County determine the management of the food service at the Prison to be in the best interest of the County, a contract between the successful bidder and Floyd County will include the following objectives:

- A. Deliver high quality food service, in accordance with industry standards. Food and food service will meet and/or exceed all applicable federal, state, and local guidelines, laws and regulations, as well as the guidelines prescribed by the American Correctional Association (ACA).
- B. Operate the food service program using corrections-experienced and professionally trained food service personnel.
- C. Operate the food service program in a proficient and cost effective manner.
- D. Maintain an open, collaborative relationship with the administration and staff of The Floyd County Prison and other county offices.
- E. Offer a comprehensive program for continuing and progressive training for contract, prison staff and inmate labor assigned to support the prison food service program.

**III. PROPOSAL PROCESS**

- A. The following is a schedule of events concerning the bid process:

Distribution of the RFP:	January 7, 2016
Pre-bid & Walk Through:	Jail - January 26, 2016 @ 1:30pm Corrections @ 10:00am
Deadline for Questions:	3:00PM February 3, 2016
Due Date:	3:00PM February 18, 2016
Commence Services:	April 1, 2016 - May 1, 2016

**B. One (1) marked original, five (5) bound copies and one electronic copy (divided into three (3) files TECHNICAL, FINANCIAL AND PRICE) on CD or thumb drive of the Proposal response is to be submitted to:**

**FLOYD COUNTY BOARD OF COMMISSIONERS  
FLOYD COUNTY ADMINISTRATION BUILDING  
ATTN: PURCHASING DEPARTMENT  
#12 East Fourth Ave, Suite 106  
Rome, Ga. 30161**

Proposals are to be clearly marked on outside of envelope:

**RFP Floyd County Prison – Inmate Food Service – Name of Company  
February 18, 2016**

C. Proposals must be received not later than 3:00 P.M., February 18, 2016 at the address below. Proposals received after 3 P.M. on February 18, 2016 will not be considered for award. The names of the companies submitting proposals will be logged at that time. Names only of those submitting will be made public at that time.

D. Questions regarding RFP specifications may be directed to the following individual:

Inquiries concerning this proposal should be made ONLY to Nancy Lam at the above location or by phone (706) 291-5109 or (706) 291-5118, fax (706) 290-6099 or email: [lamn@floydcountyga.org](mailto:lamn@floydcountyga.org).

#### **IV. QUALIFICATIONS OF PROPOSERS**

To be considered for award of this RFP, the proposer must meet the following minimum qualifications:

- A. Proposers must be organized for the purpose of providing institutional and/or correctional food service, and must have five (5) years previous correctional food service experience with proven effectiveness in administering correctional food service programs similar to the size and population of the Floyd County Prison. The proposer will provide a general history, description, and status of its company, including a most recent financial statement.
- B. Proposers must have a proven ability for a contract startup by **April 1, 2016**.
- C. Proposers must have food service industry qualified and trained staff with sufficient back-up personnel to successfully complete the contract requirements.
- D. Proposers must have the central office capability to supervise and monitor the food service program ensuring satisfactory provision of services.
- E. Proposers must submit at least five (5) references, including the name of the institution, address, contact person, and phone number. Proposers must include ALL current Georgia accounts with contact names, phone numbers and address. Proposers must include all Georgia accounts lost in the last 3 years.

- F. Evaluation Criteria
  - 1. APPROACH TO THE PROJECT
  - 2. ORGANIZATIONAL QUALIFICATIONS
  - 3. PROJECT MANAGEMENT/PERSONNEL
  - 4. MENU PROPOSED
  - 5. FINANCIAL CAPABILITY
  - 6. OTHER
  - 7. PRICE
  - 8. INTERVIEWS

**V. METHOD OF AWARD**

- A. The award will be made to the company whose proposal is determined to be professionally and technically complete. The selection process may, however, include a request for additional information, or an oral presentation to support the written proposal; the prices included in the proposal will be considered firm and cannot be altered after receipt of the proposal by Floyd County.
- B. The County reserves the right to award the contract resulting from this RFP not necessarily to the bidder with the lowest price, but to the bidder that demonstrates the best ability to fulfill the requirements of the RFP. The successful bidder will be chosen based on the qualifications and selection criteria discussed in Section IV. The County reserves the right to waive compliance by any applicant with any provision contained in this request whenever the County in its sole discretion believes such waiver is in the County's best interests.
- C. The successful proposer shall commence work only after the transmittal of a fully executed contract, and after receiving written notification to proceed from the County. The successful proposer will perform all services indicated in the proposal in compliance with the terms of the negotiated contract.
- D. The County reserves the right to reject any and all proposals for any reason, in whole or in part, that are received in connection with this RFP. The County will not pay for any information herein requested, nor is the County liable for any costs incurred by the bidder in connection with the preparation of its proposal.

**VI. PROPOSAL PACKAGE**

Proposers must submit a response in the form of a proposal that includes the following sections:

**A. Transmittal Letter**

- 1. This letter is to be a brief letter, addressed to the Floyd County Purchasing Director that provides the following information.
- 2. Name and address of the bidder
- 3. Name, title, and telephone number of the contact person for the Proposer.
- 4. A statement that the proposal is in response to this RFP.
- 5. The signature, typed name, and the title of the individual who is authorized to commit the bidder to the proposal.

6. Completed Attachment A

## **B. Technical Proposal**

This portion of the proposal must address each item listed below:

1. Company Profile
  - a. Date organized to provide food service management in institutional and correctional facilities.
  - b. Corporate background and depth of support:
    - Number of employees
    - Number of years doing business
2. Company achievements in providing correctional food service management.
3. Corporate office organizational structure.
4. References, with addresses and phone contacts to include all current accounts in the State of Georgia and with any Georgia Prison Facilities. Proposers must also include all past accounts held in Georgia in past 3 years.

## **C. Operational Requirements**

All proposals must clearly define:

1. Procedures of meal delivery to the inmates and staff.
2. Quality of foods served and inventory control methods.
3. Procedures for providing safe, sanitary, and secure food service management, including supervision and control of inmate labor and internal security of products and equipment available to inmates.
4. Procedures for processing inmate/staff complaints on food service.
5. Any additional equipment that may be necessary for efficient food service operation.
6. Procedures for weekly billing and weekly inventory of food supplies.
7. Operational procedures for handling food service should on-site kitchen facilities be rendered unusable through fire, etc.
8. Insurance-Bidder shall provide types of insurance with limits and provisions as follows:

	<b>TYPE</b>	<b>COVERAGE FEATURES</b>	<b>LIMITS</b>
CSL	Automobile		\$500,000/\$500,000
	Workers Compensation		As required by law.
	Employer's Liability		\$100,000
	Comprehensive General Liability (including bodily injury & admin.	County named as additional insured only to the extent of bidder's insurance coverage.	\$1,000,000 \$1,000,000

The successful bidder and the County shall indemnify, defend, and hold each other harmless from any and all losses, damages, or expenses, including reasonable attorney's fees, arising out of or resulting from claims or actions for bodily injury, death, sickness, property damage, or other injury or damage if caused by any negligent act or omission of such party (except to the extent caused by the negligent act or omission of the other party, its employees, or agents).

9. Bonds - A 5% Bid Bond is required for the total estimated value of the first year contract, and must be submitted with the Proposal. A performance bond equal to 100% of the first year full estimated value of the contract will also be required of the successful proposer.

## **VII. SCOPE OF WORK**

The successful bidder will be expected to provide the following services as part of the food service program:

### **A. Food Requirements:**

1. Provide inmates two (2) hot meals and (1) cold meal per day, five (5) days per week (Monday – Friday). Two hot meals on weekends and Holidays, with a cold meal/pack-out only for inmates working. (approximately 30 on Saturday and 5 on Sunday )
2. Continued operation of our staff dining program for between 15–20 staff members on the day shift and 5-8 on the night shift. Day shift staff meals will consist of a hot meal and a salad bar. Night shift meal will be either a day shift meal stored properly preventing spoilage/food borne illness OR a hot breakfast the following morning prior to general population feeding. Inmates can assist in preparation of the meals but not in the cooking of the meals.
3. All menus and special diets must meet the standards for audit holding and detention facilities as established by the American Correctional Association (ACA). A registered dietitian will approve all menus, prior to service. All meals served will be in compliance with the National Academy of Sciences and Food standards and will provide an average of **3,500 calories** per day in addition to all required nutrients.

4. A four-week cycle menu is to be submitted in the proposal. See sample meal plans. All proposers are asked to use the same menu types and provide sample menus in your RFP which were used in your pricing structure. SUNDAY breakfast and evening meals are **NOT** to be considered a "spirit lifter" meal; however, each Sunday meal will be unique and different than the previous Sunday and will **NOT** repeat another meal already served in the preceding week unless approved by the Warden or his/her designee.
5. The successful bidder shall warrant that all meals will be served at appropriate temperatures (as designated by local/state health regulations and food service industry best practices) and in a manner that makes them palatable, and visibly pleasing complete with condiments (dressing, sugar, salt, pepper, catsup, or mustard where indicated).
6. Every regular tray shall be identical in content and portion size.
7. All menus are required to serve:
  - a. Fresh whole eggs for breakfast-(minimum of 3 times a week).
  - b. Hashbrown or Fried Potatoes for breakfast – (minimum of 2 times a week).
  - c. Corned Beef for breakfast – (minimum 1 time a week).
  - d. Variety of Dried Cereal for breakfast - (minimum 1 time a week concurrent on a day serving milk)
  - e. Various flavored Yogurt for breakfast - (minimum 1 time a month).
  - f. 100% beef – (minimum of 2 times week).
  - g. 100% chicken - (minimum of 2 times a week).
  - h. White Milk – (minimum of 3 times a week) and a fortified beverage containing nutrients and/or calories on other days. White milk will be served on all holidays except Tuesday and Saturday breakfast when Chocolate milk will be served.
  - i. Coffee daily at breakfast.
  - j. Un-Sweet & Sweet Tea – (minimum of 2 times a week).
  - k. Pasta and/or Rice to be served – (NO more than 3 times a week of varying recipes).
  - l. A variety of Soups/Chili October through March (NO more than 2 times a week)
  - m. Dried Beans (Pintos, Black, Kidneys, Black-Eyed, Navy, Canelli, etc) - (NO more than 3 times a week of varying recipes)
  - n. Potatoes (White or Sweet) - (Minimum 1 time a week).
  - o. A small fresh mixed salad with no less than a choice of 2 dressings – (Minimum of 1 time a week)
  - p. Fruit (fresh or canned – minimum of 2 times a week)
  - q. Desserts will vary daily and not be repetitious within the same week but may be repetitive within the four week cycle menu.
  - r. Appropriate Variety of Bread (white, wheat, whole grain, biscuits, dinner rolls, corn bread, and flour/corn tortilla) dependent on specific meals (including pack out meals).
8. Lunch pack outs to be rotated monthly; (example)
  - a. 1 – month; 2 sandwiches (wheat bread), chips, snack cake/cookies, or assorted snack
  - b. 1 – month; 3 sandwiches (white bread), fruit (fresh or prepackaged fruit cup) and a cookie



Sandwich type will vary daily and not be repetitive (Example: turkey & cheese, bologna & cheese, peanut butter & jelly, roast beef & cheese during warmer weather and chicken, tuna fish, or egg salad during cooler weather)

9. Menus reviewed **QUARTERLY**. Menus should reflect cultural diversity and be representative of the facility population.
  10. Menus are to be posted weekly in the dining area with portion and corresponding nutritional information.
  11. Special needs diets will conform to religious or physician ordered specifications, at no additional cost to the County. The proposers will submit with the proposal a sample of its corrections diet handbook or sample of the four-week menu it proposes to serve inmates on restricted diets (Example: Halal, Kosher, Diabetic, & Non-Dairy restrictions).
  12. The bidder shall include in its proposal, its policies for serving special meals (spirit lifters) on holidays and the proposed menus and holidays shall be identified. All such meals will be provided at the standard contract rates. A minimum of six (6) spirit lifter meals shall be provided annually, including:
    - a. Easter,
    - b. Thanksgiving,
    - c. Christmas,
    - d. New Year's
    - e. Two (2) meals scheduled at the discretion of the County (Memorial Day, Father's Day, Independence Day, Labor Day, etc.)
  13. The proposer agrees to provide catered meals for special events as designated by the County with not less than seventy-two (72) hours notice. The cost per meal shall be mutually agreed upon by the parties on an event basis.
  14. In the event that the county experiences a catastrophic natural and/or man-made disaster, the proposer agrees to provided catered meals supporting whatever the designated population (displaced civilian population, emergency services, law enforcement, public works staff, and other authorized personnel approved by the Warden & County Management) within the aforementioned (72) hour notice. The cost per meal shall be mutually agreed upon by the parties on an event basis.
  15. Running out of any item on the daily menu before the entire population is fed and/or repetitive unsatisfactory kitchen performance will not be tolerated. Each incident will be documented with a Letter of Concern and forwarded to the next higher level manager outside the facility and/or the Contract Signature Authority. In the event of three (3) occurrences, the 3<sup>rd</sup> shall constitute due cause for financial penalty up to and including immediate termination of contract within a (15) day window.
- B. The average daily population of the Floyd County Prison is approximately 410 inmates and approximately 70 at the Work Release Center. Additionally, the successful bidder shall

expect to serve approximately 20 meals per day to staff and visitors. This section is not to be construed to mean that the bidder shall serve the number of meals specified on a daily basis, but rather it is provided as a guideline for possible meals to be served to such parties. The prices per meal shall be guaranteed for a period of one year unless there is a change in the scope of services, at which time the parties shall negotiate mutually agreeable financial terms. On the first day of each week, the successful bidder shall submit to the County, an invoice for meals ordered or meals served, whichever is greater, for the preceding week.

C. The bidder shall include with its proposal, a plan to incorporate free Federal and/or State commodities, which shall be used to offset the price per meal for the contract period. The value of said commodities shall be equal to the fair market wholesale value for such items. Said offsetting price credited for commodities shall be declared to the County or its designee on a monthly basis. Declarations shall include:

1. Type of commodity,
2. Amount of commodity (by unit of measurement, weight or volume),
3. Wholesale price per unit,
4. Total wholesale value, and
5. Any operating expenses incurred/saved due to the use of said commodities.

D. The County may, at its option, request that the provider add additional meals for other County food service needs at the discretion of the County. The successful provider and the County shall mutually agree upon financial arrangements for such service.

E. **The successful bidder shall:**

1. Furnish at its own expense (including shipping & handling costs) all equipment which is reasonably necessary to perform the services at the Prison within the terms and conditions of the Agreement. The Proposer shall retain title to all such equipment including, but not limited to:
  - a. Cook wares (pots & pans and similar cooking items);
  - b. Operational kitchen small wares (such as food preparation, cooking, serving utensils);
  - c. Approved food service trays, beverage cups and eating utensils;
  - d. Food transport containers and cell delivery equipment.
2. Specifically acquire, maintain, and provide approved tray and beverage containers equal to the maximum capacity inmate population (FCP & WRC combined - 548) plus 10% for serving Prison inmates, staff, and approved guests.
3. If additional operation supplies and equipment is required to support the Facility, a detail list and letter of justification shall be submitted **PROIR** to any purchase(s) for the Warden's (or his designee) approval. Upon termination of the contract, for any reason, the County shall purchase, or cause the successor food service provider to purchase, all the aforementioned equipment and operations supplies it deems necessary, to continue service, at the food service provider's invoice costs.
4. Provide Prison with written Emergency Plans for feeding population in the event that

Floyd County Prison's facilities cannot be utilized, because of natural disaster, fire, etc). The plan will include *primary, secondary, and tertiary alternatives*. Said plans will include details of: pre-prepared product storage, preparation and cooking, post cooking storage & transportation of product, safe serving to designated population, and sanitation of the entire process.

5. Maintain a **TWO WEEK ON-HAND SUPPLY** of emergency rations (including water) at the Prison at any given time. Stocks will be rotated ensuring "Use By" and/or "Expiration Dates" are properly monitored and maintained.
6. Provide all consumable supplies and food products that are required for the food service operation. Contractor will have a primary and alternate vendor to order from capable of delivering on a regular schedule. Contractor will also have accounts established with local vendors for an as needed basis to ensure continuity of service. Upon termination of the contract, for any reason, the County shall purchase, or cause the successor food service provider to purchase, all usable supplies and food products at the food service provider's invoice cost.
7. Be responsible for routine cleaning and housekeeping of kitchen and associated food service areas (preparation areas, service line, walk-in refrigerator and freezer, dry storage areas & service closets) and will continuously maintain or exceed the standards of sanitation required by state or local regulations. The proposer shall supply and properly store all cleaning supplies for the kitchen area and provide the designated prison staff with the necessary Material Safety Data on all cleaning products brought into the facility. Copies will also be maintained in the kitchen office.
8. Provide an organizational chart and job descriptions for all professional and inmate staff in its proposal, including:
  - a. The number of inmates required per shift, per position.
  - b. Job descriptions will contain tangible metrics that will be used to determine the satisfactory performance of both the food service provider and the inmate staff.
9. Inmates will be provided, as required without compromising security and safety of contract staff, to the successful proposer by the Floyd County Prison. The inmates will be selected using the classification process of the Floyd County Prison. Inmate kitchen staff will be used for the food preparation, meal delivery, and sanitation and cleaning of the kitchen. Inmates **will not** be allowed to cook staff meals.
10. Agree to train and supervise such personnel (using documented industry best practices), only with respect to the food service tasks, conditions and standards and is subject to the overall control of the County. Training will be documented by the contract kitchen manager and co-signed by the prison staff assigned to the kitchen and will be used to evaluate inmate staff. Provide a labor schedule, also to include minimum rates of pay per position, fringe benefit package to be offered to the provider's employees, and provide a full disclosure of any bonus or incentives program extended to the provider's employees for cutting/meeting/exceeding budgetary financial metrics set by the food service provider (ie: bonus extended to food service managers for cutting monthly food cost).

11. Agree that its employees assigned to duty at the Prison shall submit to periodic health examinations and background checks at least as frequently and as stringently as required by law, and to submit satisfactory evidence of such compliance to the County upon request.
12. Secure and pay for all federal, state, and local licenses, permits, fees and shipping and handling costs required for the operation of the food services provided. During the period of the contract, if it is deemed by taxing authorities that all, or a portion of the services provided are to be subject to a sales or similar tax that has not been collected by the successful bidder, the County agrees to pay such tax to the appropriate authority.
13. Return to the County, at the expiration or termination of the contract, the food service premises and all equipment furnished by Floyd County in the condition in which it was received by the successful bidder, excepting ordinary wear and tear. Floyd County will assure that all necessary utilities work in the kitchen. The successful bidder will service and maintain kitchen equipment daily. If a piece of equipment requires repair, the contract food service provider is responsible for the repair of said item, as well as coordinating through the designated prison staff.
14. Coordinate and pay for a **Quarterly Repair & Maintenance Visit** by a mutually approved primary and alternate service provider focusing on major end item equipment, which may include but not limited to:
  - Reach In Refrigeration & Heated Cabinets,
  - Ice-Machines,
  - Mixers,
  - Slicers,
  - Buffalo Choppers
  - Convection Ovens,
  - Combination Stove & Oven Unit,
  - Flat Top Griddle,
  - Deep Fryers,
  - Tilted Kettles,
  - Braising Pans,
  - Steam Cabinet,
  - Large Capacity Commercial Coffee/Tea Maker,
  - Dishwashing & Food Disposal Equipment, and
  - Service Line Hot/Cold Wells
15. If the kitchen equipment becomes lost or damaged by fire, flood, or unavoidable occurrence, or stolen by persons other than employees of the bidder without negligence on the part of the bidder or its employees, and providing that all such damages and losses are reported to the County for all items covered by this paragraph, the County will pay for needed repairs or replacements caused by normal wear and tear, theft, or otherwise.
16. Provide any additional food services as mutually agreed upon and at prices mutually agreed to by the parties.

17. Make the fullest use of the USDA donated commodities when they are available, wholesome, and appropriate for menu purposes. The contract kitchen management with the Warden's designee reserves the right to refuse acceptance of any such commodities that are contaminated or supplied in excessive amounts rendering them unusable within their respective dates of expiration. The utilization and/or control of USDA donated commodities is subject to the following requirements:
  - a. Properly handle, store, and prepare all commodities and maintain a weekly inventory of all commodities which will include each USDA donated commodity; the commodities on hand at the beginning of each week; the quantity used; the quantity lost due to spoilage, theft, or shrinkage; and the balance at the end of the week.
  - b. The successful proposer warrants that commodities received will be used solely for the benefit of those persons domiciled in the Prison.
  - c. The successful proposer shall credit to the County invoice, the fair market value of each commodity item used for the period, deducting there from, shipping and handling charges actually incurred.
18. Keep full and accurate records of sales and meal count records in connection with the food services. A copy of such record shall be supplied to the Warden, or designee, on a monthly basis on the first working day of the subsequent month. In addition, all such records shall be available for auditing by the County at any reasonable time during regular working hours at such locations where such records are normally kept. Facility inspections shall be made by the County when deemed necessary, with or without advance notice to the successful proposer and, such inspections shall not interfere with the food service operation. The facilities and equipment used in the contract shall not be used to prepare food for agencies or persons other than those designated under this RFP.
19. Additional records will be kept at the facility for the duration of the contract regarding:
  - a. Opening & Closing Checklists
  - b. Pre-Service Health & Sanitation Checks
  - c. Shelf-Life Charts (for raw and prepared food products)
  - d. Thaw-Pull Charts
  - e. Walk-In & Freezer Temperature Checks
  - f. Preparation Lists
  - g. Cleaning Charts/Schedules (By Shift/Day/Week/Month)
  - h. User Manuals & Maintenance Records (for each piece of equipment)
  - i. Recipe Cards (that include portions yielded and nutritional information)
  - j. Measurement/Conversion Charts
  - k. Removable/Disposable Labels to Label, Date, Initial, & Rotate (LDIR) all products removed from their original container(s).
20. Sanitation Inspections of kitchen facilities by County/State health agencies must achieve satisfactory ratings of 90% or higher at any given time. If an inspection results in an unsatisfactory score, the successful bidder must notify the County of areas scored unsatisfactory and the immediate corrective action and/or the necessary action to mitigate and/or correct the noted deficiency within fifteen (15) days of receipt of such

scores.

21. Visit and examine the facility as a precondition to it's' proposal.

## **F. Staff Requirements**

1. All employees of the successful bidder that will work in the Prison must be cleared by the Warden or designee. All employees must comply with the County's written policy and procedures relating to facility security.
2. All proposals must clearly detail the proposed use of the food service manager and inmates as part of the proposer's' response. Included in this section shall be a detailed explanation of method of supervision, performance review, job description, and overall approach to working with the County employees.
3. The proposer must provide proof that employees have had food service training and/or experience working in a Correctional Environment.
4. The proposer shall provide training in food service delivery and management to both staff and inmates assigned to the kitchen. The proposal shall outline what this training will entail as part of the proposer's overall training program.
5. The proposer must provide On-Job-Training for inmates using documented food service industry best practices. Training will cover:
  - a. Proper Food Preparation
  - b. Basic Food Safety and/or Serve Safe Criteria,
  - c. Occupational Safety,
  - d. Environmental Compliance,
  - e. Fire Protection, and
  - f. Basic First Aid.
6. All staff (contract, security staff assigned to the kitchen, and inmates) will be trained on each piece of equipment in the kitchen. The training will include:
  - a. Proper operation, cleaning, and sanitizing.
  - b. Inherent dangers of each piece of equipment.
  - c. Symptoms of malfunction.
  - d. Staff responsibility to report hazards, malfunctions, or unsafe and hazardous conditions to their supervisors.
  - e. Supervisors' responsibility to report unsafe and hazardous conditions to their staff once notified & verified.
7. The proposer upon completion of any and all On-Job-Training shall provide the Deputy Warden in charge of food service, or their designee, with a list of all inmates who completed the training. Inmates will then receive appropriate certification/recognition in Basic Food Service. Dependent on an inmate's release date, that individual may be considered for Serve Safe Certification testing prior to his release, facilitating transition

to successful employment in the food service industry after being released.

8. Employees must wear approved professional uniforms and proper protective equipment/attire (Example: hat or hair nets, beard guards, gloves, aprons, etc.).
9. Inmates are not permitted to supervise other inmates.
10. The bidder shall submit the resume of the Area Representative as a part of its proposal. This should be the contact person for operations.

#### **G. Contractor's Employees**

1. The relationship between the County and the Contractor shall be that of owner and independent contractor, and all employees of Contractor assigned to the County's facility shall be strictly employees or agents of Contractor, and in no event shall employees of Contractor be considered agents or employees of the County.
2. Contractor shall assign to duty at the County's facility only employees that are reasonably qualified to perform the services required under this agreement, and that are acceptable to the County.
3. Contractor agrees that it will conduct appropriate background checks on all employees assigned to the County facilities and warrants that all such employees will be suitable for the position to which they have been assigned.
4. To prevent preferential or discriminatory treatment in the workplace based upon family or dating relationships, the following policy shall apply to all contracted staff assigned to the facility:
  - A. No employee of the provider shall be allowed to work under the immediate supervision or in the direct line of authority of a "family member" or someone with whom he or she is having a "dating relationship."
  - B. The term "immediate supervision" includes the responsibility and accountability for assigning work, evaluating performance, hiring, disciplining, training, or staff assigned to the security of the facility.
  - C. The term "direct line of authority" includes an employee's immediate supervisor and each direct level of supervision all the way up to the top supervisory employee.
  - D. The term "family member" includes: spouse, parent, brother, sister, step-parent, child, step-child, grandparent, grandchild, or the same by relation of the employees' marriage
  - E. The warden or his designee reserves the right to deny access to the facility to any contracted employee with due cause.

#### **VIII. CONTRACT REVIEW**

- A. Contract Review — The County and the successful proposer shall, within thirty (30) days of execution of an agreement, set dates through the scheduled contract termination date for quarterly review meetings between the County and the successful proposer for the evaluation of the service in relation to the contract.
- B. The County and the successful proposer shall, within thirty (30) days of execution of a contract, formulate a monthly report form, which will establish the basis for the quarterly review sessions.

## **IX. COMMENCEMENT AND TERMINATION**

- A. The contract between the parties shall become effective upon signing, and shall remain in force unless sooner terminated as therein provided. It shall renew itself annually, upon mutual agreement and negotiation, for similar periods not to exceed three (3) annual renewals, or until notice of termination in writing is given by the other party as provided therein.
- B. Either party may terminate the contract, at the anniversary date with 90 day written notice.
- C. If either party shall refuse, fail, or be unable to perform or observe any of the terms or conditions of the contract, for any reason, the party claiming such failure shall give the other party a written notice of such breach. If, within thirty (30) days from such notice, the failure has not been corrected, the injured party may cancel the contract effective thirty (30) days after notice of cancellation.
- D. Floyd County reserves the right to terminate the contract immediately in the event that the Offeror discontinues or abandons operations; if adjudged bankrupt, or is reorganized under any bankruptcy law; or fails to keep in force any required insurance policies or bonds.
- E. Failure of the Offeror to comply with any section or part of the contract will be considered grounds for immediate termination of the contract by the County without penalty to Floyd County. Floyd County shall pay for services rendered up to the point of termination.
- F. Notwithstanding anything to the contrary contained in the contract between the County and the Offeror, the County may, without prejudice to any other rights it may have, terminate the contract for convenience and without cause, by giving thirty (30) days written notice to the Offeror.
- G. If the termination clause is used by the County, the Offeror will be paid by the County for all scheduled work completed satisfactorily by the Offeror up to the termination date set forth in the written termination notice.

## **X. RESPONSIBILITY OF THE COUNTY**

- A. The County shall be responsible for and provide:
- B. Accurate and timely orders for the number of meals to be served to inmates, Officers, and staff within two (2) hours of the time scheduled for meals to be served.



- C. Adequate ingress and egress to all food production and storage areas.
- D. Adequate heat, lights, ventilation, and all other utilities, and business telephone service at no charge. The telephone shall be used only for local service and business-related calls. Should the successful bidder desire:
  - E. Local service for personal use, internet, and other non-business related calls or long distance calls, whether business or personal, a separate telephone not connected to the county system shall be installed at the successful bidder's expense.
  - F. Extermination services, trash and garbage removal from loading dock areas.
  - G. General maintenance to the building structure, including, but not limited to, the maintenance of gas, water, sewer, ventilation, lighting, air conditioning, refrigeration, duct work, floor coverings, and wall and ceiling surfaces. The County's maintenance does not include day-to-day cleaning operations in the kitchen and food storage areas, which shall be provided by the successful proposer.
  - H. Adequate preparation, storage, and holding equipment and maintenance for same.
  - I. Security, control, and limitation of inmate movement in, to, and from the food service area, including physical security of employees, suppliers, and other authorized visitors.
  - J. Replace kitchen appliances and equipment that, in the opinion of the County has exceeded its useful life, or that poses a threat of injury or harm to employees of the successful bidder, or that no longer meets the standards established by OSHA, shall be replaced by the County as soon as practical.

## **XI. TRANSITION PLAN**

Please describe in detail how you will handle the transition from the current supplier if awarded the contract.

## **XII. COST SUMMARY**

The cost per meal prepared shall be indicated on the bid summary sheet included in this RFP as Attachment A.

**ATTACHMENT A**

**PRIOSN INMATE FEEDING COST SUMMARY**

**TWO HOT MEALS AND ONE COLD MEAL PER DAY**

**INMATE MEALS:**

**COST PER MEAL:** \_\_\_\_\_

**STAFF MEALS:**

**COST PER MEAL:** \_\_\_\_\_

Company Name \_\_\_\_\_

Contact: \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_

Email \_\_\_\_\_

Authorized Contact \_\_\_\_\_  
Print

Authorized Signature \_\_\_\_\_

Date \_\_\_\_\_

Comments

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FLOYD COUNTY BOARD OF COMMISSIONERS  
PURCHASING DEPARTMENT  
12 EAST 4<sup>TH</sup> AVE. SUITE 106  
ROME, GA 30161

(706) 291-5118

FAX (706) 290-6099

**BIDDERS INFORMATION**

Date of Bid: \_\_\_\_\_

Bid Name: \_\_\_\_\_

The undersigned agrees, if this bid is accepted within Sixty (60) calendar days after date of opening, to furnish all supplies and/or services in strict accordance with provisions of this Invitation for Bid at the price in the **BID SCHEDULE**.

Time Discounts: Discounts allowed for prompt payment as follows: Discounts of less than Fifteen (15) days will not be used in determining the award of a bid but may be used when paying invoices.

\_\_\_\_\_ % Discount \_\_\_\_\_ Calendar Days net \_\_\_\_\_ (discounts will apply if Procurement Card is accepted).

**Procurement Card:** Will you accept the VISA Procurement Card for this order? \_\_\_\_\_

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I understand that collusive bidding is a violation of State and Federal law and can result in fines, prison sentences, and Civil Damage Awards. I agree to abide by all Conditions of this bid and certify that I am authorized to sign this bid for the bidder.

This \_\_\_\_\_ Day of \_\_\_\_\_, 201\_\_\_\_

Prices to remain firm for Sixty (60) calendar days or \_\_\_\_\_ calendar days after date of opening. Vendor MUST initial here: \_\_\_\_\_.

Bidder Information  
(Type or Print)

Name and Mailing Address  
of where to send payments

\_\_\_\_\_  
Name of Company

\_\_\_\_\_  
Name of Company

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State Zip Code

\_\_\_\_\_  
City, State Zip Code

(\_\_\_\_\_) \_\_\_\_\_  
Phone Number

(\_\_\_\_\_) \_\_\_\_\_  
Phone Number

(\_\_\_\_\_) \_\_\_\_\_  
Fax Number

\_\_\_\_\_  
Federal ID #

Email \_\_\_\_\_

Name and Title of Person  
authorized to Sign

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

**Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1)**

By executing this affidavit, the undersigned contractor 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 on behalf of Floyd 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 contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

\_\_\_\_\_  
Federal Work Authorization User Identification Numer

\_\_\_\_\_  
Date of Authorization

\_\_\_\_\_  
Name of Contractor

\_\_\_\_\_  
\_\_\_\_\_  
Address of Contractor

\_\_\_\_\_  
Name of Project

\_\_\_\_\_  
FLOYD COUNTY GEORGIA  
Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.  
Executed on \_\_\_\_\_, \_\_\_\_ in 201\_\_ in \_\_\_\_\_(city), \_\_\_\_\_(state).

\_\_\_\_\_  
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 \_\_\_\_\_, 201\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:  
\_\_\_\_\_

(Notary Seal or Stamp Required)

**Subcontractor Affidavit under O.C.G.A. § 13-10-91(b)(3)**

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 \_\_\_\_\_ (name of contractor) on behalf of FLOYD COUNTY, GA 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(b). 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 Contractor

\_\_\_\_\_  
Address of Contractor

\_\_\_\_\_  
Name of Project

\_\_\_\_\_  
FLOYD COUNTY GEORGIA  
Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.  
Executed on \_\_\_\_\_, \_\_\_\_ in 201\_\_ in \_\_\_\_\_ (city), \_\_\_\_\_ (state).

\_\_\_\_\_  
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 \_\_\_\_\_, 201\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:

\_\_\_\_\_  
(Notary Seal or Stamp Required)

**Sub-subcontractor Affidavit under O.C.G.A. § 13-10-91(b)(4)**

By executing this affidavit, the undersigned sub-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 for \_\_\_\_\_ (name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract) and \_\_\_\_\_ (name of contractor) on behalf of FLOYD COUNTY, GA 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 sub-subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned sub-subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the sub-subcontractor with the information required by O.C.G.A. § 13-10-91(b). The undersigned sub-subcontractor shall submit, at the time of such contract, this affidavit to (name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract). Additionally, the undersigned sub-subcontractor will forward notice of the receipt of any affidavit from a sub-subcontractor to (name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract). Sub-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 Contractor

\_\_\_\_\_  
Address of Contractor

\_\_\_\_\_  
Name of Project

\_\_\_\_\_  
FLOYD COUNTY GEORGIA

\_\_\_\_\_  
Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on \_\_\_\_\_, \_\_\_\_ in 201\_\_ in \_\_\_\_\_ (city), \_\_\_\_\_ (state).

\_\_\_\_\_  
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 \_\_\_\_\_, 201\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:

\_\_\_\_\_  
(Notary Seal or Stamp Required)

**ATTACHMENT**

**FLOYD COUNTY BOARD OF COMMISSIONERS  
DRUG-FREE WORKPLACE CERTIFICATE**

By signature on this certificate, the Vendor certifies that the provisions of O.C.G.A. Section 50-24-1 through 50-24-6 related to the "Drug-Free Workplace Act" have been complied with in full. The Vendor further certifies that:

1. A drug-free workplace will be provided for the Vendor's employees during the performance of the contract; and
2. Each Vendor who hires a subVendor to work in a drug-free workplace shall secure from that subVendor the following written certification: "As part of the subcontracting agreement with (Vendor's name), (subVendor's name) certifies to the Vendor that a drug-free workplace will be provided for the subVendor's employees during the performance of this contract pursuant to O.C.G.A. Section 50-24-3(b)(7)."

By signature on this certificate, the Vendor further certifies that it will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of this contract.

Vendor: \_\_\_\_\_

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

Name Printed: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



## CERTIFICATE OF NON-COLLUSION

By responding to this solicitation, the supplier understands and agrees to the following:

1. That the submitted response constitutes an offer, which when accepted in writing by Floyd County, and subject to the terms and conditions of such acceptance, will constitute a valid and binding contract between the undersigned and Floyd County; and
2. That the supplier has read the specifications and requirements shown or referenced in the solicitation and that the supplier's response is made in accordance with the provisions of such specifications and requirements except as expressly stated otherwise in the supplier's response; and
3. That the supplier guarantees and certifies that all items included in the supplier's response meet or exceed any and all such stated specifications and requirements of the solicitation except as expressly stated otherwise in the supplier's response; and
4. That, if awarded a contract, the supplier will deliver goods and/or services that meet or exceed the specifications and requirements of the solicitation except as expressly stated otherwise in the supplier's response; and
5. That the response submitted by the supplier shall be valid and held open for a period of **one hundred and twenty (120) days (or such other time period as identified in the solicitation)** from the final solicitation closing date and that the response may be held open for an additional period of time subject to the supplier's consent; and
6. That the supplier's response is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a response for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud. The supplier understands and agrees that collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards; and
7. That the provisions of the Official Code of Georgia Annotated, Sections 36-91 have not been violated and will not be violated in any respect.

**DO NOT MODIFY THE BID/PROPOSAL CERTIFICATION TERMS IN ANY WAY. THIS FORM MUST BE COMPLETED, SIGNED AND SUBMITTED WITH YOUR RESPONSE.**

<b>Contractor's Full Legal Name: (PLEASE TYPE OR PRINT)</b>	
<b>Authorized Signature:</b>	
<b>Printed Name and Title of Person Signing:</b>	
<b>Date:</b>	
<b>Company Address:</b>	
<b>FAX Number:</b>	
<b>Email Address:</b>	
<b>*This table must be completed in its entirety by the supplier.</b>	



**CERTIFICATE OF NON-DISCRIMINATION**

**In connection with the performance of work under this contract, the bidder agrees as follows:**

**The bidder agrees not to discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, ancestry or disability. The vendor shall take affirmative action to insure that employees are treated without regard to their race, creed, color, sex, national origin, ancestry or disability. Such action shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruiting, or recruitment, advertising, lay-off or termination, rates of pay or other compensation and selection for training, including apprenticeship.**

**In the event of the bidder's non-compliance with this non-discrimination clause, the contract may be canceled or terminated by Floyd County Board of Commissioners. The bidder may be declared, by Floyd County , ineligible for further contracts with Floyd County until satisfactory proof of intent to comply shall be made by the vendor.**

**The bidder agrees to include this non-discrimination clause in any sub-contracts connected with the performance of this agreement.**

\_\_\_\_\_

**BIDDER**

\_\_\_\_\_

**SIGNATURE**

\_\_\_\_\_

**TITLE**

# BIDDERS DECLARATION

The bidder understands, agrees and warrants:

That the bidder has carefully read and fully understands the full scope of the specifications.

That the bidder has the capability to successfully undertake and complete the responsibilities and obligations in said specifications.

That this bid may be withdrawn by requesting such withdrawal in writing at any time prior to \_\_\_\_\_ at \_\_\_\_\_ but may not be withdrawn after such date and time.

That Floyd County reserves the right to waive compliance by any applicant with any provision contained in this request whenever the County in its sole discretion believes such waiver is in the County's best interests

That by submission of this quote the bidder acknowledges that Floyd County has the right to make any inquiry or investigation it deems appropriate to substantiate or supplement information supplied by the bidder.

That the accompanying bid is not the result of or affected by, any act of collusion with another person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Georgia or United States law.

## BIDDER:

Company Name: \_\_\_\_\_

Phone: \_\_\_\_\_

Authorized Representative: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

## 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.

Name (as shown on your income tax return)	
Business name, if different from above	
Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ ..... <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code	<b>Floyd County Board of Commissioners</b> <b>P.O. Box 946</b> <b>Rome, GA 30161</b>
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 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 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:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below).

**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 4.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
------------------	----------------------------	--------

### General Instructions

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

#### Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- 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.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,