

# DAWSON COUNTY GOVERNMENT REQUEST FOR PROPOSALS FOR INMATE FOOD SERVICES

SUBMISSIONS ARE DUE AT THE ADDRESS SHOWN BELOW NO LATER THAN

# FRIDAY, OCTOBER 12, 2012, AT 10:00AM, EST

# DAWSON COUNTY BOARD OF COMMISSIONERS ATTENTION: PURCHASING DIRECTOR 25 JUSTICE WAY, SUITE 2223 DAWSONVILLE, GA 30534

# **RFP # 18012**

THE RESPONSIBILITY FOR SUBMITTING A RESPONSE TO THIS RFP ON OR BEFORE THE STATED DATE AND TIME WILL BE SOLELY AND STRICTLY THE RESPONSIBILITY OF THE OFFEROR.

ISSUE DATE: SEPTEMBER 19, 2012

## DAWSON COUNTY, GEORGIA REQUEST FOR PROPOSAL FOR INMATE FOOD SERVICES

#### SECTION I – GENERAL OVERVIEW

#### A. <u>PURPOSE</u>

Dawson County Board of Commissioners on behalf of the Dawson County Sheriff's Office is issuing this Request for Proposals (RFP) to solicit <u>sealed</u> proposals from qualified vendors that specialize in providing Inmate Food Services and all related services for the calendar year of 2012. This contract would have the option additional renewals. The County does not guarantee a minimum value for this contract.

#### B. <u>INFORMATION TO VENDORS</u>

1. <u>RFP TIMETABLE</u>

The anticipated schedule for the RFP is as follows:

RFP Released	Wednesday, September 19, 2012
Pre-Bid Conference Meeting – NOT	Wednesday, October 3, 2012 @ 10:00AM
Mandatory but encouraged	at the Dawson County Law Enforcement
	Center, 19 Tucker Avenue, Dawsonville,
	GA 30534
Deadline for questions to Dawson County	Friday, October 5, 2012 @ 1:00PM
to dsimpson@dawsoncounty.org	
Deadline for Addenda posted on	Tuesday, October 9, 2012 @ 5:00PM
www.dawsoncounty.org under Bids &	
RFPs	
Submittal deadline	Friday, October 12, 2012 @ 10:00AM,
	EST
Interviews (if needed)	If determined, October 18-19, 2012
Tentative Award Date	Thursday, November 15, 2012 @ 6:00PM

#### 2. <u>BID SUBMISSION</u>

One (1) original and three (3) copies of the complete signed submittal must be received **FRIDAY, OCTOBER 12, 2012 AT 10:00AM, EASTERN STANDARD TIME**. Proposals must be submitted in a sealed envelope stating on the outside, the vendor's name, address, the RFP #18012 **INMATE FOOD SERVICES** to:

Dawson County Board of Commissioners Attention: Purchasing Director **25 Justice Way, Suite 2223** Dawsonville, GA 30534

Hand delivered copies may be delivered to the above address ONLY between the hours of 8: 00AM and 5:00PM EST, Monday through Friday, excluding holidays observed by the Dawson County Government. For a complete listing of holidays please visit <u>www.dawsoncounty.org</u>.

Vendors are responsible for informing any commercial delivery service, if used, of all delivery requirements and for ensuring that the required address information appears on the outer wrapper or envelope used by such service. NOTE: *Many express mail and delivery services do not guarantee overnight by noon to Dawson County.* 

Submission by <u>US Mail</u> must be sent to the below address:

Dawson County Board of Commissioners Attention: Purchasing Director 25 Justice Way, Suite 2223 Dawsonville, GA 30534

The Submittal must be signed by a company officer who is legally authorized to enter into a contractual relationship in the name of the vendor.

3. <u>CONTACT PERSON</u>

Vendors are encouraged to contact **Davida Simpson**, **Purchasing Director at (706) 344-3501**, **by fax at (706) 531-2728 or email** <u>dsimpson@dawsoncounty.org</u> to clarify any part of the RFP requirements. All questions that arise prior to the DEADLINE FOR QUESTIONS due date shall be directed to the contact person in writing via facsimile or email. Any unauthorized contact shall not be used as a basis for responding to this RFP and also may result in the disqualification of the vendor's submittal.

Vendors may not contact any elected official or other county employee to discuss the bid process or bid opportunities except: 1.) through the Purchasing Director named herein, or 2.) as provided by existing work agreement(s). This policy shall be strictly enforced and the County reserves the right to reject the submittal of any vendor violating this provision.

#### 4. <u>ADDITIONAL INFORMATION/ADDENDA</u>

Dawson County will issue responses to inquiries and any other corrections or amendments it deems necessary in written addenda issued prior to the due date posted on the county's website under the bid information. Vendors should not rely on any representations, statements or explanations other than those made in this RFP or in any addendum to this RFP. Where there appears to be a conflict between the RFP and any addenda issued, the last addendum issued will prevail. Vendors are advised to check the website for addenda before submitting their bids.

Vendors must acknowledge any issued addenda by including Attachment B-Addenda Acknowledgement with the submittal. Proposals which fail to acknowledge the vendor's receipt of any addendum will result in the rejection of the offer if the addendum contains information which substantively changes the Owner's requirements

## 5. <u>LATE SUBMITTAL AND LATE MODIFICATIONS</u>

Submittals received after the due date and time will not be considered. Modifications received after the due date will not be considered. Dawson County Government assumes

no responsibility for the premature opening of a proposal not properly addressed and identified, and/or delivered to the proper designation.

#### 6. <u>REJECTION OF PROPOSALS/CANCELLATION</u>

Dawson County Government reserves the right to reject any and all submittals and reserves the right to waive any irregularities or informalities in any submittal or in the submittal procedure, when to do so would be to the advantage of Dawson County. Dawson County reserves the right to cancel this RFP at any time.

#### 7. <u>MIMINUM RFP ACCEPTANCE PERIOD</u>

Submittals shall be valid and may not be withdrawn for a period of 90 days from the date specified for receipt of submittals.

#### 8. <u>NON-COLLUSION AFFIDAVIT</u>

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

By submitting a proposal, the vendor represents and warrants that no official or employee of Dawson County Government 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.

#### 9. <u>COST INCURRED BY VENDORS</u>

All expenses involved with the preparation and submission of the RFP to the Dawson County Board of Commissioners, or any work performed in connection therewith is the responsibility of the vendor(s).

#### 10. <u>RFP OPENING</u>

Only the names of the firms responding to this RFP will be read aloud publicly due to the fact that the proposals will be subject to an evaluation review for accurate qualifications. A list of names of firms responding to the RFP may be obtained from the county's website <u>www.dawsoncounty.org</u>, after the RFP due date and time stated herein.

#### 11. <u>OPEN RECORDS</u>

All materials submitted in connection with this RFP will be public documents and subject to the Open Records Act and all other laws of the State of Georgia, the United States of America and the open records policies of Dawson County Board of Commissioners. All such materials shall remain the property of Dawson County and will not be returned to the respondent.

#### 12. <u>TAXES</u>

Dawson County Government is tax exempt. No sales tax will be charged on any products or services. Dawson County cannot exempt any other person/vendor from applicable sales taxes that may be required of them in relations to this project.

Selected vendor will be provided with Dawson County's Sales and Use Tax Certificate of Exemption number upon request.

#### 13. <u>VENDOR INFORMATION</u>

All submissions shall include a completed vendor information form, current copy of business license and current W-9. Failure to provide this information could result in the disqualification of the vendor from submitting a proposal.

#### 14. <u>INSURANCE</u>

Selected vendor will be required to provide Dawson County with a Certificate of Insurance for liability and workman's compensation insurance before work can begin on this County project and be effective for the duration of the work as described in the contract documents, including authorized change orders, plus any period of guarantee as required in the general warranty.

General liability insurance should be at least one million dollars (\$1,000,000) combined single limit per occurrence. Automobile insurance should be at least five hundred thousand dollars (\$500,000) combined single limit per accident for bodily injury or property damage; and Workman's Compensation insurance should be as required by the State of Georgia.

#### 15. <u>BONDS</u>

**If required**, under SECTION II – SCOPE OF WORK of this document any combination of the following bonds may be requested by Dawson County. A five percent (5%) bid bond, a one hundred percent (100%) payment bond, and a one hundred percent (100%) performance bond. All bonds would be payable to Dawson County Board of Commissioners. Failure to submit appropriate bonding will result in automatic rejection of bid. Bonding company must be authorized to do business in Georgia by the Georgia Insurance Commission, listed in the Department of Treasury's publication of companies holding certificates of authority as acceptable surety on Federal bonds and as acceptable reinsuring companies, and have an A.M. Best rating.

#### 16. <u>ANTI-DISCRIMINATION</u>

Dawson County, in accordance with Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR Part 23 will be afforded full opportunity to submit bids in response to this Request for Proposal and will not be discriminated against on the grounds of race, color, national origin, sex, handicap/disability in consideration of an award.

By submitting their bids, all bidders certify to Dawson County that they will conform to the provisions of the Federal Civil Rights Act of 1964.

In every contract of over \$10,000 the provisions in 1. and 2. below apply:

1. During the performance of this contract, the contractor agrees as follows:

a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, except

where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

- b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
- c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- 2. The contractor will include the provisions of 1. above in every subcontract or purchase order of over \$10,000 so that the provisions will be binding upon each subcontractor or vendor.

#### 17. <u>GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT</u>

Vendors submitting a Qualification package in response to this RFP must provide the following information in the package to indicate compliance with the Georgia Security and Immigration Compliance Act. The form is provided for completion.

- A. A statement that indicates the contractor will conduct itself in compliance with O.C.G.A. §13-10-91 and Rule 300-10-.02 in the execution of the contract.
- B. By completing the affidavit that is provided with this solicitation, the vendor is attesting to the following:
  - a. The affiant has registered with and is authorized to use the federal work authorization program;
  - b. The user identification number and date of authorization for the affiant;
  - c. The affiant is using and will continue to use the federal work authorization program throughout the contract period;
  - d. Any employee, contractor, or subcontractor of such contractor or subcontractor shall also be required to satisfy the requirements set forth in this paragraph; and
  - e. Upon contracting with a new subcontractor, a contractor or subcontractor shall notify Dawson County and shall deliver a completed Subcontractor Affidavit to Dawson County within five (5) working days of entering into a contract or agreement of hire with the subcontractor before the new subcontractor begins any work.
- C. Failure to provide the completed and notarized affidavit with the contractor's proposal will result in immediate disqualification as required by the Georgia Security and Immigration Compliance Act.

#### **SECTION II – GENERAL CONDITIONS**

#### A. <u>PURPOSE</u>

Dawson County Board of Commissioners on behalf of the Dawson County Sheriff's Office is issuing this Request for Proposals (RFP) to solicit <u>sealed</u> proposals from qualified vendors that specialize in providing Inmate Food Services and all related services for the calendar year of 2012.

This is a Request for Proposals and not an Invitation for Bid. Proposals submitting the lowest cost does not guarantee award of contract. Dawson County will evaluate the entire proposal based on the evaluation matrix located on page 15 of this RFP.

#### B. <u>CONTRACT PERIOD</u>

The initial term of a contract awarded as a result of this RFP shall be from the date of the contract through December 31, 2012. The contract may be renewed according to the terms stated herein for additional renewals.

The contract shall terminate absolutely and without further obligation at such time as appropriated and otherwise unobligated funds are no longer available to satisfy the obligations of the County under this contract. The County does not guarantee a minimum value for this contract.

If, at any time, the County determines it is in its best interest to discontinue use of these services the County reserves the right to cancel this Agreement by giving thirty (30) days advance written notice.

Any request to change the terms or pricing of the contract by the Vendor must be received by the county at least ninety (90) days in advance of a renewal date. A pricing threshold of maximum 3% is written within this contract document.

#### C. SCOPE OF WORK

Contractor shall supply all equipment and staff necessary to effectively:

- Deliver high quality food service in accordance with industry standards. Food and food service will meet all applicable federal, state and local guidelines, laws and regulations and will meet the guidelines as prescribed by the American Correctional Association (ACA).
- Operate the food service program using correction-experienced and professionally trained personnel.
- Operate the food service program in a cost-effective manner.
- Offer a comprehensive program for continuing staff and inmate labor and training in food service for the Dawson County Detention Center.
- Maintain an open, collaborative relationship with the administration and staff of the Dawson County Sheriff's Office and other county offices.

#### Food Requirements

Contractor shall meet the following needs of the Dawson County Detention Center:

• Dawson County has provided a weekly menu located on page 19 to be used by vendors from which to base and submit proposals. Only proposals based on this

template will be considered. Sample menus provided with the RFP response shall be used in the submitted pricing structure.

- Two (2) hot and one (1) bag meals per day, seven (7) days a week shall be served to the inmate population.
- No staff meals are requested.
- 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 of all menus, prior to services. All meals served will be in compliance with the National Academy of Sciences and Food Standards and will provide an average of 2,800 calories per day in addition to all required nutrients.
- The Contractor 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 and pepper, catsup, or mustard where indicated) and plastic utensils with each meal.
- Religious and medical diets conforming to special religious or physician ordered specifications shall be provided at no additional cost to the County. Each Proposer will submit a sample of its corrections diet handbook or sample of the four-week menu it proposes to serve inmates on restricted diets. At this time, the Dawson County Detention Center is serving no more than twenty (20) medical diets per meal.
- Dawson County is a pork-free facility.
- The Proposer shall provide, and include in its proposal, policies for serving special meals (spirit lifters) on holidays. Proposed menus for holidays shall be included in the proposal. All such meals will be provided at the standard contracted rates. A minimum of five (5) spirit lifter meals shall be provided annual, including New Year's holiday, Easter, Thanksgiving, Christmas and one (1) meal is to be scheduled at the discretion of the County.
- 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 Contractor and the County for each event.
- The Proposer shall submit the most recent six (6) Department of Health Inspection reports from all facilities they service. This is contingent upon the length of service. Any proposes servicing a facility that does not have the length of service to meet this requirement shall submit copies of all Department of Health Inspections.

#### Food Supplies

The Contractor shall 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.

## **Cost Controls**

The following are cost control measures the County requests of the Contractor:

• The average daily population of the Dawson County Detention Center is approximately 165 but has a capacity of 196. This number is provided as a guideline for possible meals to be served and shall not be construed to mean that

the Contractor shall serve that exact corresponding number of meals on a daily basis. Vendors may submit a sliding scale based on the number of meals and the cost of each. For example:

Number of Meals	Price
0-99	\$
100-119	\$
120-129	\$
130-139, etcetera	\$

- 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 Contractor shall submit to the County, an invoice for meals ordered or meals served, whichever is greater, for the preceding week.
- State and Federal Commodities:
  - A plan to incorporate free federal and/or state commodities, which shall be used to offset the price per meal for the contract period, must be included in the proposal.
  - The Contractor shall make full use of the USDA donated commodities when they are available, wholesome and appropriate to the menu. The Contractor reserves the right to refuse acceptance of any such commodities that are contaminated or supplied n excessive amounts rendering them unusable within their respective dates of expiration.
  - The successful contractor warrants that commodities received will be used solely for the benefit of those persons domiciled in the Dawson County Detention Center.
  - The Contractor shall properly handle, store and prepare commodities for consumption.
  - The value of free federal and/or state commodities shall be equal to the fair market wholesale value for such times and declared to the Dawson County Sheriff's Office designee on a monthly basis. Declaration shall include:
    - Type of commodity
    - Amount of commodity by weight or volume
    - Total wholesale value
    - Operating expenses due to the use of said commodities
  - The successful contractor shall credit to the County invoice, the fair market value of each commodity item used for the period, deducting shipping and handling charges actually incurred.
  - A weekly inventory shall be taken and submitted to the Dawson County Detention Center designee of all commodities to include:
    - A listing of all USDA donated commodity
    - Commodities on hand at the beginning of each week
    - The quantity used during the week
    - The quantity lost due to spoilage, theft or shrinkage
    - Balance on hand at the end of the week

- The Contractor shall 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 Dawson County Detention Center 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 or its agents at any reasonable time during the regular working hours at the location(s) within the State of Georgia where the records are normally kept.
- Proposers shall list any and all incentives to staff and kitchen managers for costs savings. If none incentives are given, proposers must indicate this as a response.

#### Kitchen Facility and Equipment

The following are related to the kitchen facility and equipment located at the Dawson County Detention Center:

- Inmates are issued plastic cups for meals. There may be instances and exceptions where supplies will be needed.
- Dawson County owns approximately 250 meal trays. In an effort to keep costs to a minimum, proposers are encouraged to use the facility's meal trays.
- Dawson County owns 6 delivery carts. In an effort to keep costs to a minimum, proposers are encouraged to use the facility's delivery carts.
- The County owns all of the equipment currently being utilized at the kitchen and shall retain title to that equipment. The equipment will remain at the kitchen to be used by the Contractor.
- List of kitchen equipment:
  - One stove with six burners
  - Four convection ovens
  - One walk in freezer
  - Two walk in refrigerator/coolers
  - One industrial dishwasher
- Other equipment owned by Dawson County
  - Cooking pots, pans and skillets, etc.
- Contractor shall provide and maintain the following at its own expense:
  - Cooking, serving and eating utensils
  - Glassware and other beverage containers
  - Equipment necessary to prepare food
  - Equipment necessary to make food and beverages available for consumption within the Dawson County Detention Center
  - Any additional equipment that is reasonable necessary to perform the food services at the facility
- The Contactor shall retain title to all such equipment including, but not limited to, pots, pans, cooking, serving and eating utensils, chinaware, glassware, cell delivery equipment, trays and air void tables that is purchased by the Contractor.
- At the expiration of termination of the contract, the Contractor shall return to the County the food service premises and all equipment furnished by Dawson County in the condition in which it was received by the Contractor, excepting ordinary wear and tear.
- Dawson County will assure that all necessary utilities work in the kitchen.

• In the event kitchen equipment becomes lost or damaged by fire, flood or unavoidable occurrence, or stolen by personas 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 DCSO designee 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.

## Routine Maintenance & Cleaning of Kitchen

- The Contractor shall be responsible for routine cleaning and housekeeping of food service preparation, service and storage areas.
- The Contractor must maintain standards of sanitation required by state and/or local regulations.
- The Contractor shall provide all cleaning supplies for the kitchen areas and equipment.
- Facility inspections shall be made when deemed necessary, with or without advance notice to the successful contractor, and such inspections shall not interfere with the good service operations.
- Inspections of kitchen facilities by County and State health agencies much achieve a score of 90 or above. If such ratings fall below 90, the successful bidder must notify the County of areas to be improved and shall remedy the deficiency within fifteen (15) days of receipt of such scores.
- The facilities and equipment used in the contract shall not be used to prepare food for agencies or persons other than those authorized by DCSO.

## Fees & Licenses

- The Contractor shall obtain 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 Contractor the County agrees to pay such tax to the appropriate authority.

## Staffing

• The Contractor shall provide a staffing proposal to include a staffing hierarchy along with

2	140 to 180 inmates
	181 to 210 inmates
	211 to 250 inmates

primary and secondary points of contact as well as 24 hour contact information.

- Inmate Labor:
  - Inmate Labor will be provided, as required of the Contractor, by the Dawson County Sheriff's Office. The inmates shall be selected using the classification process of the Dawson County Jail and the Jail Administrator. Approximately four (4) to six (6) inmates are scheduled for inmate labor in the kitchens.
  - Inmates shall be used to the preparation of food, delivery of meals, and general sanitation and cleaning of the kitchen.
  - Inmates are not permitted to supervise other inmates.

- The Contractor agrees to train and supervise inmates only with respect to the food service tasks. Contractor training and supervision of inmates shall be subject to the overall control of the County. The proposal shall include the inmate training program as part of the Contractor's overall training program.
- Professional Staff:
  - Dawson County requires that the food service provided maintain a trained, professional, and competent staff for the kitchen facility. The Contractor shall retain at least three full-time employees (40 hours per week) at the Dawson County Detention Center; one manager and two staff members.
  - All employees of the Contractor working in the kitchen must be screened and approved by the Dawson County Sheriff's Office. Contractor's employees must submit to criminal background checks and drug screening conducted by the DCSO.
  - The Contractor's employees must comply with the County's written policy and procedures relating to facility security.
  - All proposals must clearly detail the proposed roles of the food service manager, the Contractor's staff and inmates in the food service operation.
  - Proposal shall detail the method of supervision employed, performance review processes, and include job descriptions. A Contractor's overall approach to working with the DCSO employees shall also be defined in the proposal.
  - Contractor shall include a labor schedule, to include minimum rates of pay per position and the fringe benefit packages to be offered to the provider's employees in the proposal.
  - The Contractor shall provide training in food service delivery and management to both DCSO staff and inmates assigned to the kitchen. The proposal shall detail a training plan for these tasks as part of the Contractor's overall training program for kitchen personnel.
  - Contractor agrees that its employees assigned to duty a t the jail shall submit to periodic health examinations, at least as frequently as stringently as required by law. Satisfactory evidence of compliance shall be provided to the County upon request.
  - As a part of the proposal, the proposer shall submit the resume of the administrator or executive to whom the highest ranking, on-site manager reports. The executive shall be the County's contact person for operational issues, questions and contractual notifications.

#### **Transition of Operations**

- Proposal shall include a detailed plan for transitions from the current provider, if awarded the contract.
- Proposers must demonstrate a proven ability for a contract startup by within 30 days of executing an agreement.
- The County and the Contractor shall, within 30 days of executing an agreement, set dates through the scheduled contract termination date for quarterly review meetings between the Sheriff's Office and the Contractor for the service in relation to the contract.

• The Sheriff's Office and the success proposer shall, within 30 days of execution of the contract, formulate a monthly report form, which will establish the basis for quarterly review sessions.

#### Additional Requirements

- Proposers shall detail operational procedures for handling food services should the on-site kitchen be rendered unusable from fire or other unforeseen circumstances.
- The Contractor shall provide additional food services as mutually agreed upon and at prices mutually agreed to by the parties.

#### The County Shall Provide

- Accurate and timely orders for the number of meals to be served to inmates 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. If the successful bidder desires local service for personal use, internet, and other non-business related calls or long-distance calls, whether business or personal, then a separate telephone not connected to the County system shall be installed at the Contractor's expense.
- Extermination services and removal of trash and garbage from loading dock areas.
- General maintenance to the buildings 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 Contractor.
- Adequate preparation, storage, and holding equipment and maintenance for same.
- Equipment that, in the opinion of the County, has exceeded its useful life, or that poses a threat of injury of harm to employees of the Contractor, or that no longer meets the standards established by OSHA, shall be replaced by the County as soon as practical.
- Medical offices are available in the event of minor staff injuries.

#### E. STATEMENT OF QUALIFICATIONS

This section identifies all information which must be submitted in each proposal.

#### **Company background and Structure**

The Proposer will provide a general history and description of its company including, but not limited to the number of years in business and number of employees. Include the legal form of the business organization, the state in which incorporated (if corporation), the types of business ventures in which the organization is involved, and the office location that will be the point of contact during the term of any resulting contract.

#### **Company Experience**

The Proposer must be organized for the purpose of providing institutional and/or correctional food service. Proposer shall demonstrate five (5) years of previous correctional food service experience with proven effectiveness in administering correctional food service programs similar to the size and population of the Dawson

County Detention Center. Proposer shall provide a narrative describing the services performed by the company that are most similar to those required in this RFP.

#### Qualifications of Staff

Identify and include qualifications of key staff who would be assigned to work at the Dawson County Detention Center. Include an organizational chart that depicts how the staff would be structured to include inmate labor. Proposers must have qualified and trained staff with sufficient back-up personnel to successfully complete the contract requirements.

Proposer certifies by submitting a proposal that contractor and all sub-contractors shall comply with the Occupational Safety and Health Act of 1970, and amendments, as it may apply to this contract.

#### Approach to Scope of Work

Referencing the Scope of Work in Section D, provide a detailed approach to fulfill the requirements of this RFP. At a minimum, proposals must address:

- Procedures of meal delivery to inmates
- A sample four-week cycle menu based on sample provided
- Quality of food served and inventory control methods
- Procedures to insure safe, sanitary and secure food service management
- Supervision of inmate labor and internal security of products and equipment
- Procedures for processing inmate and staff complaints regarding food service
- Additional equipment that may be necessary for food service operation
- Procedures for weekly billing and inventory of food supplies
- Operational procedures for handling food services should on-site kitchen be rendered unusable for any reason

The County welcomes innovating suggestions and recommendations from Contractors that will ensure a 100% successful service approach.

#### References

Proposers must submit at least five (5) references. Any contract within the State of Georgia or with a Georgia Sheriff's Office must be included. The following information for each reference shall be listed:

- Name of institution
- Address
- Contact person with title
- Phone number of contact person
- Dates of service
- Range of services

Proposers shall list ALL Georgia Sheriff's Office accounts lost within the last three (3) years. Disclose any services terminated and the reason(s) for termination of contract.

Proposers shall submit a list of all facilities in which they have been dismissed from whether voluntary or involuntary causes. A statement detailing the separation shall be included.

Proposer shall submit any and all annual costs increases imposed in the last six (6) years and detail causes of said increases.

#### **Financial Stability**

Provide financial information that would allow proposal evaluators to ascertain the financial stability of the Proposer.

- If a public company, include a recap of the most recent audited financial report.
- If a private company, provide a recap of the most recent internal financial statement and a letter, on the financial institution's letterhead, stating financial stability.

Proposer shall disclose any change of ownership within the past ten (10) years if applicable to determine the stability of the Proposer's history.

#### **Business Litigation**

Disclose any involvement by the organization or any officer or principle in any material business litigation within the last five (5) years. The disclosure will include an explanation, as well as the current status and/or disposition of the case.

#### Financial Proposal

Proposers are to use the Financial Proposal Form provided within this RFP.

#### F. EVALUATION PROCESS

Proposals will be reviewed by the Review Committee for quality and completeness. These proposals will then be scored in each of the following categories using the maximum point values listed below.

This is a Request for Proposals and not an Invitation for Bid. Proposals submitting the lowest cost does not guarantee award of contract. Dawson County will evaluate the entire proposal based on the evaluation matrix located

Company background and Structure	10
Company Experience/Qualifications of Staff	20
Approach to Scope of Work	20
Financial Stability	10
Business Litigation	10
Financial Proposal	15
References	15
TOTAL POINTS	100

Proposals will be reviewed and evaluated by the review committee to determine whether the Respondent has met the experience and staff qualifications described in this RFP. The short list will consist of no more than three (3) firms with the highest ranking scores after the initial scores are tabulated.

#### **Presentations:**

The top ranking three (3) firms may be invited to conduct oral presentations. If required, these presentations will be scheduled in advance and limited in time. Presentations will be conducted in Dawson County at a location to be determined.

Dawson County shall be the sole judge of the provider's ability to meet the requirements set forth. Their decision in determining responsible and responsive provider(s) will be final. Dawson County reserves the right to act in its best interest in this determinations process, to waive all technicalities, and to select the most responsible and responsive treatment provider.

#### G. ADMINISTRATION

The project will be administered by the Dawson County Board of Commissioners with the Dawson County Sheriff's Office being the main point of contact for all questions during the term of the contract.

#### H. BIDDER'S CHECKLIST – REQUIRED FORMS

Each proposal should be prepared simply and economically, avoiding the use of elaborate promotional materials beyond those sufficient to provide a complete presentation. The cost for developing the submittal is the sole responsibility of the respondent. The following documents are also required to be included in your proposal packet:

#### **REQUIRED FORMS**

Section E clearly identifies all information which must be submitted in each proposal. Each subsection has detailed instructions on what information should be included in order to be considered. Those subsections are:

- 1. Company Background and Structure
- 2. Company Experience
- 3. Qualifications of Staff
- 4. Approach Scope of Work
- 5. References
- 6. Financial Stability
- 7. Business Litigation

Other documentation <u>not listed</u> under Section E: Statement of Qualifications that must be included within proposals in order to be considered is:

- 1. Vendor Information Form
- 2. Financial Proposal
- 3. Execution of Proposal
- 4. Addenda Acknowledgment
- 5. Proposer's Certification and Non-Collusion Affidavit
- 6. Georgia Security and Immigration Compliance Act Affidavit
  - i. Contractor Affidavit
  - ii. Subcontractor Affidavit (if applicable)
- 7. SAVE Affidavit
- 8. Local Small Business Initiative Affidavit (if applicable)
- 9. Completed W-9
- 10. Copy of current business license

 Proof of Insurance (Liability and Worker's Compensation) – <u>Sample document may</u> <u>be given at time of RFP submittal.</u> Once the contract is awarded, vendor must provide a Certificate of Liability Insurance and a copy of the insurance policy naming Dawson County as an additionally insured.

### G. PROCEDURES AND MISCELLANEOUS ITEMS

1. All questions shall be submitted in writing (e-mail is acceptable) and shall be communicated in the form of an addenda if the scope specifications are to be affected and posted on the County's website under the bid information, all firms responding to this RFP should check the website before responding to this RFP.

2. All respondents to this RFP shall indemnify and hold harmless the Dawson County Board of Commissioners and the Dawson County Sheriff's Office, and any of their officers and employees from all suits and claims alleged to be a result of this RFP. The issuance of this RFP constitutes only an invitation to present a proposal. The Dawson County Board of Commissioners reserves the right to determine, at its sole discretion, whether any aspect of a respondent's submittal meets the criteria in this RFP. The Dawson County Board of Commissioners also reserves the right to seek clarifications, to negotiate with any vendor submitting a response, to reject any or all responses with or without cause, and to modify the procurement process and schedule. In the event that this RFP is withdrawn or the project canceled for any reason, the Dawson County Board of Commissioners shall have no liability to any respondent for any costs or expenses incurred in connection with this RFP or otherwise.

3. The RFP is subject to the provisions of the Dawson County Purchasing Policy and any revisions thereto, which are hereby incorporated into this RFP in their entirety except as amended or superseded herein.

4. Failure to submit all the mandatory forms from this RFP package shall be just cause for the rejection of the qualification package. However, Dawson County reserves the right to decide, on a case by case basis, in its sole discretion, whether or not to reject such a bid as non-responsive.

5. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment less than 30 days, however.

6. In case of failure to deliver goods in accordance with the contract terms and conditions, Dawson County, after due oral or written notice, may procure substitute goods or services from other sources and hold the contractor responsible for any resulting additional purchasing and administrative costs. This remedy shall be in addition to any other remedies which Dawson County may have.

7. By submitting a qualification package, the vendor is certifying that they are not currently debarred from bidding on contracts by any agency of the State of Georgia, nor are they an agent of any person or entity that is currently debarred from submitting bids on contacts by any agency of the State of Georgia.

8. Any contract resulting from this RFP shall be governed in all respects by the laws of

the State of Georgia and any litigation with respect thereto shall be brought in the courts of the State of Georgia. Then contractor shall comply with applicable federal, state, and local laws and regulations.

9. It is understood and agreed between the parties herein that Dawson County shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.

#### H. BONDS

Bid Bond – not required Payment Bond – not required Performance Bond – not required

#### I. <u>FINAL SELECTION</u>

Following review of all qualified proposals, selection of a suitable vendor, and preliminary contract negotiations, a recommendation will be made to the Dawson County Board of Commissioners by the project representative. Following Commission approval, the County will complete contract negotiations.

The Dawson County Board of Commissioners reserves the right to accept the response that is determined to be in the best interest of the County. The County reserves the right to reject any and or all proposals.

Every vendor submitting a proposal must complete the forms showing compliance with the **GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT OCGA §13-10-90.** The forms are provided with this RFP package.

#### Dawson County Detention Center Sample Menu

MEAL	SATURDAY		SUNDAY		MONDAY		TUESDAY		WEDNESDAY		THURSDAY		FRIDAY	
	Grits w/ Margarine	1 1/4 c	Cold Cereal	1 c	Oatmeal w/Sugar	1 1/4 c	Grits w/ Margarine	1 1/4 c	Oatmeal w/Sugar	1 1/4 c	Cold Cereal	1 c	Grits w/Margarine	1 1/4 c
В	Cheesy Eggs	4 oz	Pancakes	2 ea	Breakfast Gravy	1/2 c	Scrambled Eggs	4 oz	Scrambled Eggs	4oz	Pancakes	2 ea	Breakfast Gravy	4 oz
R			Warm Syrup	1/4 c							Warm Syrup	1/4 c		
E	T Sausage	1 oz	T Sausage	1 oz	T Sausage	1 oz	T Sausage	1 oz	T Sausage	1 oz	T Sausage	1 oz	T Sausage	1 oz
Α					Hashbrowns	1/2 c							Hasbrowns	1/2 c
K	Biscuit	1 e			Biscuit	1 ea	Breakfast Pastry	1 ea/2oz	Biscuit	1 e			Biscuit	1 ea
F	Jelly	1 tbs							Jelly	1 Tbs				
Α			Sugar Substitute	2 ea							Sugar Substitute	2 ea		
S														
Т	1% Milk Carton	1.0	1% Milk Carton	1 c	1% Milk Carton	1.0	1% Milk Carton	1 c	1% Milk Carton	1.0	1% Milk Carton	1 c	1% Milk Carton	1 c
	Bag Lunch	10		10		10		10		10		10		10
	т Ham	1 oz	Bag Lunch T Bologna	1 oz	<i>Bag Lunch</i> T Ham	1 oz	Bag Lunch T Bologna	1 oz	Bag Lunch T Ham	1 oz	Bag Lunch T Bologna	1 oz	Bag Lunch T Ham	1 oz
	Cheese		Cheese	1 oz 1 sl	Cheese	1 oz	Cheese	1 oz 1 sl	Cheese	1 oz 1 sl	Cheese	1 oz 1 sl	Cheese	1 oz 1 sl
	Peanut Butter mixed with		Egg Salad	1 81	Peanut Butter mixed with	1 81	Peanut Butter mixed with	1 81	Peanut Butter mixed with	1 81	Peanut Butter mixed with	1 81	Egg Salad	1 81
L	Jelly	2 oz	Egg Salau	1/4 c	Jelly	2 oz	Jelly	2 oz	Jelly	2 oz	Jelly	2 oz	Egg Salau	1/4 c
U	Bread		Bread	4 sl	Bread	2 02 4 sl	Bread	2 02 4 sl	Bread	2 02 4 sl	Bread	2 02 4 sl	Bread	4 sl
Ν	Mustard Pkt		Mustard Pkt	4 si 1 ea	Mustard Pkt		Mustard Pkt	4 si 1 ea	Mustard Pkt	4 si 1 ea	Mustard Pkt	4 si 1 ea	Mustard Pkt	4 si 1 ea
С	ind i kt	1 cu	ind i kt	1 cu	ind i kt	1 cu	iviustaru i kt	1 cu	inustaru i kt	1 cu	industard i kt	1 cu	ividstald I kt	1 cu
н	Chips	1 oz	Fresh Fruit 1/2	1 ea	Chips	1 oz	Fresh Fruit 1/2	1 ea	Chips	1 oz	Fresh Fruit 1/2	1 ea	Chips	1 oz
	Cookies		Cookies	2 ea	Cookies	2 ea	Cookies	2 ea	Cookies	2 ea	Cookies	2 ea	Cookies	2 ea
	Punch	1 c	Punch	1 c	Punch	1 c	Punch	1 c	Punch	1 c	Punch	1 c	Punch	1 c
	Pizza Slice	1 ea	Chicken Patty		Sloppy Joe Mix	3 oz	Salisbury Steak	3 oz	Ground Meat Stroganoff	1 c	Chicken Nuggets	6 ea	Meatball Sub	3 oz
	Pep/Cheese		w/Gravy	1/4 c	(2 oz Meat)		w/Gravy		w/Noodles (2 oz meat)		w/Noodles (2 oz meats)		BBQ	1/4 c
			Seasoned Rice	3/4 c	Oven Brown Potatoes	1/2 c	Seasoned Rice	3/4 c					Potato Wedges	1/2 c
D														
I	Corn	1/2 c	Navy Beans	1 c			Black Eyed Peas	1 c	Green Beans	1/2 c	Mixed Vegetables	1/2 c	Great Northern Beans	1 c
Ν					Cole Slaw w/Carrots						Cole Slaw w/Carrots	1/2 c	Cole Slaw w/Carrots	
Ν	Toss Salad w/Dressing		Toss Salad w/Dressing	1/2 c			Toss Salad w/Dressing	1/2 c	Toss Salad w/Dressing	1/2 c				1/2 c
E			Dinner Roll	1 ea	Bun	1 ea	Dinner Roll	1 ea	Cornbread	1/60 cut	Dinner Rolls	1 ea	Hot Dog Bun	1 ea
R			Margarine	1 tbs			Margarine	1 tbs			Margarine	1 tbs		
	Fresh Fruit 1/2	1 ea	Glazed Cake	1/60 cut	Fresh Fruit 1/2	1 ea	Glazed Cake	1/60 cut	Fresh Fruit 1/2	1 ea	Glazed Cake	1/60 cut	Glazed Cake	1/60 cut
	Sweet Tea	1 c	Sweet Tea	1 c	Sweet Tea	1 c	Sweet Tea	1 c	Sweet Tea	1 c	Sweet Tea	1 c	Sweet Tea	1 c

Portions listed are cooked weight/volume as "served" Wheat bread will be offered when available

Ground turkey must be used throughout the menu

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#### COMPANY NAME: \_\_\_\_\_

Vendors shall submit a sliding scale based on the number of meals and the cost of each. For example:

Number of Inmates	Number of Inmates for Labor Needed	Price
0-99		\$
100-119		\$
120-129		\$
130-139		\$
140-149		\$
150-159		\$
160-169		\$
170-179		\$
180-189		\$
190-199		\$

Authorized Signature

Title

Print Name

Date



DATE: \_\_\_\_\_

The potential Contractor certifies the following by placing an "X" in all blank spaces:

- \_\_\_\_ That this proposal was signed by an authorized representative of the firm.
- \_\_\_\_ That the potential Contractor has determined the cost and availability of all materials and supplies associated with performing the services outlined herein.
- \_\_\_\_ That all labor costs associated with this project have been determined, including all direct and indirect costs.
- \_\_\_\_ That the potential Contractor agrees to the conditions as set forth in this Request for Proposal with no exceptions.

Therefore, in compliance with the foregoing **Request for Proposals**, and subject to all terms and conditions thereof, the undersigned offers and agrees, if this proposal is accepted within sixty (60) days from the date of the opening, to furnish the services for the prices quoted within the timeframe required.

Business Name

Authorized Signature

Date

Typed Name & Title



#### RFP #18012 INMATE FOOD SERVICES ADDENDA ACKNOWLEDGEMENT

The vendor has examined and carefully studied the Request for Proposals and the following Addenda, receipt of all of which is hereby acknowledged:

Addendum No.

Addendum No

Addendum No.

Addendum No.

Authorized Representative (Signature)

Date

Authorized Representative/Title (Print or Type)

Vendors must acknowledge any issued addenda. Proposals which fail to acknowledge the vendor's receipt of any addendum will result in the rejection of the offer if the addendum contained information which substantively changes the Owner's requirements.



#### RFP#18012 INMATE FOOD SERVICES PROPOSER'S CERTIFICATION AND STATEMENT OF NON-COLLUSION

I \_\_\_\_\_\_\_ certify that this proposal is made without prior understanding, agreement or connection with any corporation, firm or person submitting a proposal for the same services 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 damages awards.

I certify that this proposal has been prepared independently and the price submitted will not be disclosed to another person.

I certify that there has been no contact or communication by the proposer or the proposer's associates with any County staff, or elected officials since the date this RFP #18012 INMATE FOOD SERVICES was issued except: 1) through the Purchasing Department 2) at the Pre-Proposal Conference (if applicable) or 3) as provided by existing work agreement(s). The County reserves the right to reject the proposal submitted by any proposer violating this provision.

I agree to abide by all conditions of this proposal and certify that I am authorized to sign this proposal.

COMPANY NAME: \_\_\_\_\_

Authorized Representative (Signature)

Date

Authorized Representative/Title (Print or Type)



#### RFP #18012 INMATE FOOD SERVICES VENDOR'S INFORMATION FORM

1. Legal Business Name
2. Street Address
3. City, State & Zip
4. Type of Business: State of Registration:
(Association, Corporation, Partnership, Limited Liability Company, etc)
5. Name & Title of Authorized Signer:
6. Primary Contact
7. Phone     Fax
8. E-mail
9. Company Website
10. Has your company ever been debarred from doing business with any federal, state or local agency?
Yes No If Yes, please state the agency name, dates and reason for debarment.

#### ATTACH COPY OF BUSINESS LICENSE AND A COMPLETED W-9 FORM THIS PAGE MUST BE COMPLETED AND SUBMITTED WITH PROPOSAL

# Georgia Security & Immigration Compliance (GSIC) Act Affidavit

As per the Georgia Senate Bill 529 and Senate Bill 447, the Georgia Department of Labor has promulgated new rules for the implementation of Section 2. O.C.G.A. §13-10-91 and Chapter 300-10-01-.02 state that no Georgia Public Employer shall enter into a contract for *the physical performance of services within the State of Georgia* unless the Contractor registers and participates in a federal work authorization program to verify the work eligibility information of all of its new employees.

The Employment Eligibility Verification "E-Verify" site operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security is the electronic federal work authorization program to be utilized for these purposes.

The website is https://e-verify.uscis.gov/enroll/

By executing the attached Contractor Affidavit, Contractor verifies its compliance with O.C.G.A. §13-10-91 stating affirmatively that the individual, firm or corporation which is contracting with the Dawson County Board of Commissioners has registered and is participating in this federal work authorization program in accordance with the applicability provisions and deadlines established in this Statute.

Contractor further agrees that should it employ or contract with any Sub-Contractor(s) for the physical performance of services pursuant to the contract with the Dawson County Board of Commissioners, Contractor will secure from the Sub-Contractor(s) verification of compliance with O.C.G.A. §13-10-91 on a Sub-Contractor Affidavit and shall provide a copy of each such verification to the Dawson County Board of Commissioners at the time the Sub-Contractor(s) is retained to perform such services.

#### PLEASE COMPLETE THE ATTACHED AFFIDAVIT AND RETURN IT TO:

Davida Simpson Dawson County Purchasing Director 25 Justice Way, Suite 2223 Dawsonville, GA 30534

Fax: (706) 531-2728 Email: <u>dsimpson@dawsoncounty.org</u>



#### IMMIGRATION AND SECURITY FORM (GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT)

<b>Contractor's Name:</b>	
<b>County Solicitation/</b>	
<b>Contract No.:</b>	

#### **CONTRACTOR AFFIDAVIT**

By executing this affidavit, the undersigned Contractor verifies its compliance with O.C.G.A. §13-10-91, stating affirmatively that the Contractor identified above has registered with and is participating in a federal work authorization program\*, in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with the County, Contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. § 13-10-91 on the attached Subcontractor Affidavit. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the County at the time the subcontractor(s) is retained to perform such service.

EEV / E-Verify<sup>TM</sup> Company Identification Number

BY: Authorized Officer or Agent (Contractor Name)

Title of Authorized Officer or Agent of Contractor

Printed Name of Authorized Officer or Agent

 SUBSCRIBED AND SWORN BEFORE ME ON THIS

 THE \_\_\_\_\_\_DAY OF \_\_\_\_\_\_20\_\_\_\_

Notary Public

My Commission Expires:

\*any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603

Inmate Food Services RFP#18012

Date

[NOTARY SEAL]



#### IMMIGRATION AND SECURITY FORM (GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT)

Contractor's Name:	
County Solicitation/	
<b>Contract No.:</b>	

**ADDITIONAL INSTRUCTIONS TO CONTRACTOR**: Identify all subcontractors used to perform under the county contract. In addition, you must attach a signed and notarized affidavit (third page of this form) from each of the subcontractors listed below. The contractor is responsible for providing a signed and notarized affidavit to the County within five (5) days of the addition of any new subcontractor used to perform under the identified County contract.

Contractor's Name:	
Subcontractors:	



#### **IMMIGRATION AND SECURITY FORM** (GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT)

Contractor's Name:	
Subcontractor's (Your) Name:	
County Solicitation/ Contract No.:	

#### SUBCONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned Subcontractor verifies its compliance with O.C.G.A. §13-10-91, stating affirmatively that the Subcontractor which is engaged in the physical performance of services under a contract with the Contractor identified above on behalf of the County identified above has registered with and is participating in a federal work authorization program\*, in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

EEV / E-Verify<sup>TM</sup> Company Identification Number

BY: Authorized Officer or Agent (Subcontractor Name)

Title of Authorized Officer or Agent of Contractor

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_ 20

[NOTARY SEAL]

Notary Public

My Commission Expires:

\*any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603

Inmate Food Services RFP#18012

Date



# DAWSON COUNTY BOARD OF COMMISSIONERS SAVE Affidavit

(Systematic Alien Verification for Entitlements)

Affidavit for a Public Benefit as required by the Georgia Immigration Reform and Enforcement Act of 2011

By executing this affidavit under oath, as an applicant for a public benefit as referenced in the Georgia Illegal Immigration Reform and Enforcement Act of 2011 [O.C.G.A. § 50-36-1(e)(2)], I am stating the following:

 _ I am a United States citizen; or
 _ I am a legal permanent resident of the United States*; or
 I am an otherwise qualified alien or non-immigrant under the Federal Immigration and
Nationality Act 18 years of age or older and lawfully present in the United States.*

\*Alien registration number for non-citizens issued by the Department of Homeland Security or other federal immigration agency is:

At least one secure and verifiable document for identification purposes must be provided as required by O.C.G.A. § 50-36-1 (e) (1). See list on page 2 of this document.

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of Code Section 16-10-20 of the Official Code of Georgia and face criminal penalties as allowed by such criminal statute.

#### Applying on behalf/Name of associated business

Signature of Applicant

Printed Name

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_

Notary Public

My Commission Expires:

**\*NOTE:** O.C.G.A. 50-36-1(e)(2) requires that aliens under the Federal Immigration and Nationality Act, Title 8 U.S.C., as amended, provide their alien registration number. Because legal permanent residents are included in the federal definition of "alien", legal permanent residents must also provide their alien registration number.

[Page 1 of 2]

Date

[NOTARY SEAL]



#### SECURE AND VERIFIABLE DOCUMENTS UNDER O.C.G.A. §50-36-2

[Issued August 1, 2011 by the Office of the Attorney General, Georgia]

The following list of secure and verifiable documents, published under the authority of O.C.G.A. §50-36-2, contains documents that are verifiable for identification purposes, and documents on this list may not necessarily be indicative of residency or immigration status.

# INDICATE AND ATTACH A COPY OF THE DOCUMENT (front and back).

United States passport or passport card

United States military identification card

Merchant Mariner Document or Merchant Mariner Credential issued by the United States Coast Guard

Secure Electronic Network for Travelers Rapid Inspection (SENTRI) card

Driver's license issued by one of the United States, the District of Columbia, the Commonwealth of the Northern Marianas Islands, the United States Virgin Island, American Samoa, or the Swain Islands, provided that it contains a photograph of the bearer or lists sufficient identifying information regarding the bearer, such as name, date of birth gender, height, eye color, and address to enable the identification of the bearer.

Identification card issued by one of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, the Commonwealth of the Northern Marianas Islands, the United States Virgin Island, American Samoa, or the Swain Islands, provided that it contains a photograph of the bearer or lists sufficient identifying information regarding the bearer, such as name, date of birth gender, height, eye color, and address to enable the identification of the bearer.

Tribal identification card issued by one of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, the Commonwealth of the Northern Marianas Islands, the United States Virgin Island, American Samoa, or the Swain Islands, provided that it contains a photograph of the bearer or lists sufficient identifying information regarding the bearer, such as name, date of birth gender, height, eye color, and address to enable the identification of the bearer.

Passport issued by a foreign government

Free and Secure Trade (FAST) card

NEXUS card

United States Permanent Resident Card or Alien Registration Receipt Card

Employment Authorization Document that contains a photograph of the bearer.

Certificate of Citizenship issued by the United States Department of Citizenship and Immigration Services (USCIS) [Form N-560 or Form N-561]

Certificate of Naturalization issued by the United States Department of Citizenship and Immigration Services (USCIS) [Form N-550 or Form N-570]

[Page 2 of 2]

#### Dawson County Board of Commissioners Local Small Business Initiative

#### **Purpose & Scope:**

Giving preference to local suppliers, even if it means spending a little more, can actually benefit a county's finances. Dollars spent locally generate additional economic activity even beyond the value of the initial contract as the local supplier in turn sources goods and services locally. Each additional dollar that circulates locally boosts economic activity, employment, and ultimately tax revenue. A study in Arizona found that using local independent suppliers for state contracts results in three times the economic benefit of bids fulfilled through national chains.

*Local Small Business Initiative* (LSBI) is a Dawson County program designed to promote opportunities to Local Small Businesses located in Dawson County.

The **LSBI** program is designed to return as much taxpayer money to the local economy, in a relatively short time span, as possible while at the same time foster inclusiveness with the County's procurement activities and a goal to provide more opportunities for Dawson County businesses.

#### **Definition of Local Small Business:**

- Local Small Business shall mean a business which has its principal office located in and having a street address within Dawson County for at least six months immediately prior to the issuance of the quote/bid/proposal. Post Office boxes (to include mailing/shipping center addresses) are not eligible and shall not be used for the purpose of establishing a physical address.
- Must hold a valid business license required by the County and have no outstanding or unresolved fees, fines or penalties due to Dawson County.
- Not have more than twenty-five (25) employees, and of which at least 33% of those employees have their primary residence in Dawson County, or, if the business has no employees, the business shall be at least fifty-one (51%) percent owned by one or more persons whose primary residence in Dawson County.
- Have a banking relationship with a bank located in Dawson County.
- Average annual gross receipts of five million dollars (\$5,000,000.00) or less over the previous three years.
- Must certify under oath to the above criteria upon submission for any bid, solicitation, or proposal to Dawson County.

# The LSBI Policy will not be applicable for the following types of purchases, bids, or solicitations:

- Goods or services provided under a cooperative purchasing agreement or inter-local agreement;
- Purchases or contracts which are funded in whole or part by a governmental entity and the laws, regulations, or policies governing such funding prohibit application of preference;
- Purchases made or contracts let under emergency or non-competitive situations or for legal services;
- Projects over \$100,000.00.

#### Affidavit:

The County will accept an affidavit that a business meets the County's standards to be considered a Local Small Business. The County, in its sole discretion, may request additional information from the business to support its claim of being a Local Small Business. The Purchasing Department will be required to review the affidavit and request additional information as necessary to ensure the LSBI criteria are satisfied. The County will notify a business of acceptance of LSBI certification.

#### How Incentive Works:

Under any applicable solicitation or bid, vendors desiring to receive local preference under the LSBI Policy will be required to affirmatively demonstrate via affidavit that they satisfy all pertinent requirements. Any vendor who fails to submit the required affidavit shall be automatically excluded from LSBI consideration. Vendors shall submit the affidavit with each solicitation or bid proposal. The affidavit contemplated under this Policy is valid only for the submitted solicitation or bid, and must be reaffirmed and resubmitted for each subsequent solicitation of bid.

For any solicitation that is under \$100,000.00 the Local Small Business (as demonstrated via affidavit) that submits a <u>responsive</u>, responsible price, a local preference credit of 3%.

#### Waiver:

The application of local preference to a particular purchase, contract, bid, solicitation or category of contracts may be waived by the Dawson County Board of County Commissioners in its sole discretion. The promulgation of this Policy is not intended nor should it be construed as created a right or property interest in local preference or in the local preference credit.



#### DAWSON COUNTY BOARD OF COMMISSIONERS LOCAL SMALL BUSINESS AFFIDAVIT OF ELIGIBILITY

Complete form and submit with your bid. Incomplete forms may be rejected.

1.	Legal Name of Firm						
2.	. Mailing Address: Physical Address (if different)						
3.	Year business was established in Dawson	County:					
4.							
5.							
6.							
7.							
8.		cation in Dawson County?YesNo					
	If yes, specify the location(s)						
9.	Is your businesses' principal base of opera						
10	Does your business have any locations out	tside Dawson County?YesNo					
11	. If yes, please specify the location(s):						
prović above	<i>v v</i> 1						
Attest	:						
Sworr	to and subscribed before me this	Authorized Signature					
	day of, 20	Print Name					
	y Public	i mit ivane					
Comr	nission Expires:	Titla					
	(SEAL)	Title					



# Dawson County Board of Commissioners "VOLUNTARY" Title VI Statistical Data Form

Used For Government Monitoring Purposes

Dawson County Board of Commissioners is committed to board-based competition on all bids. We are gathering the following information for recordkeeping in compliance with federal regulations. All information will be considered strictly private and confidential and will be used for Title VI of the Civil Rights Act of 1964 purposes only. Your responses are strictly voluntary and will help in developing and monitoring nondiscrimination enforcement programs. This form is not part of the bid document and has no emphasis on decision of award, if you prefer not to reply that is acceptable. Failure to complete this form will not affect your chances of award. Your cooperation is appreciated.

Instruction for submission: <u>DO NOT INCLUDE WITH BID PROPOSAL</u>. Form should be submitted separately in a non-identifying envelope addressed to the Dawson County Purchasing Department, 25 Justice Way, Suite 2223, Dawsonville, GA 30534. Please write in bid name and number for project tracking purposes.

BID	NAME	& BID	#18012 I	RFP INM	ATE FOOD	<b>SERVICES</b>

Owner Gender:	Male	Female					
Owner Race/Eth	Black o Native F	aucasian r African American Iawaiian or acific Islander	Hispanic or Latino American Indian or Alaska Native Asian Two or More Races				
Disability:	Disability:       Any person who (1) has a physical or mental impairment that substantially limits one or more major life activities; (2) has a record of such impairment; or (3) is regarded as having such impairment.        Yes      No						
Minority Owned	Minority Owned Business:YesNo						
Disadvantaged Business Enterprise (DBE) Company?YesNo							
Number of Employees:							
Staff Race/Ethni (Provide % on lin	ne)]	Black or African Ame	Hispanic or LatinoAsian ericanAmerican Indian or Alaska Native ther Pacific IslanderTwo or More Races				

#### Please place an "X" on the line that apply