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**PHYSICAL LOCATION**

Montgomery County
Administrative Building, Annex III
101 S. Lawrence Street
Montgomery, AL 36104

PURCHASING DEPARTMENT

P.O. BOX 1667
MONTGOMERY, ALABAMA 36102-1667

INVITATION TO BID**Inmate Food Service**

Bid Date: November 19, 2021	Bid Number: 52200-22B-003	Return Quotation By: December 8, 2021 10:00 a.m. CST
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Please submit a sealed price quotation on the items listed herein. (**Faxed bids will not be accepted.**) The submissions will be received at the Purchasing Department Office, 101 S. Lawrence Street until the date and time shown above, and publicly opened as soon thereafter as practicable. If unable to quote, write "NO BID" and return.

The Montgomery County Commission reserves the right to award this bid on an all or none basis; to refuse all bids; and to waive technicalities.

Bid will be awarded based on the total of Option 3; however, the Montgomery County Commission reserves the right to elect any other option at any time during the term of the contract.

Questions regarding this bid should be directed to Myrtle Singleton, Administrative Services Manager, Montgomery County Administrative Building Annex I, 100 South Lawrence Street, Montgomery, Alabama, phone number (334) 832-7705.

Florence M. Cauthen
County Administrator and Purchasing Agent

GENERAL CONDITIONS AND INSTRUCTIONS

1. The bid number must appear on the outside of the bid envelope.
2. No oral, telephonic, facsimile, modifications or alternate bids will be considered. Bids from firms, individuals, or the same owners of separate companies submitting more than one bid will not be considered.
3. Late bids will not be opened. Unopened bids will be discarded ninety (90) days after bid is awarded.
4. Three (3) no responses to invitation to bid will be reason for deletion of bidder's name from the bid list. Once deleted from bid list, bidder's name may be returned to bid list with a written request from the bidder.
5. Bidders must submit an original and two (2) copy of its bid. The attached bid form must be completed in its entirety, signed by an authorized agent of the company, and submitted with the bid response. Bid forms that are not signed will be disqualified.
6. All pricing shall be F.O.B., Montgomery, Alabama. Delivery will be to the site and designated location of the ordering department listed on the purchase order. The bid price shall include all freight/delivery, fuel, surcharges, handling, packing, services charges, paid by the vendor.
7. Bidders must attach to bid a copy of a current City of Montgomery business license and Montgomery County business license, if required by law, and shall be current on payment of all city and county sales taxes. If vendor is not required to have a City of Montgomery Business license or a Montgomery County business license, vendor must specify why license is not required.
8. Bidders having a place of business within the legal boundaries of Montgomery County shall be given a 5% preference over vendors located outside of the legal boundaries of Montgomery County. Separately, the Montgomery County Commission reserves the right to award the contract to a local responsible bidder if the bid is within 10% of a foreign entity's bid. A foreign entity is a business that does not have a place of business
9. The contract period will be for three (3) years beginning the date of award. Prices shall remain firm for the duration of the contract.
10. The successful bidder awarded the contract/purchase order must provide documentation of its enrollment in the e-verify program.
11. Montgomery County Commission is a governmental agency and is tax exempt. A tax exemption certificate will be furnished to the successful bidder upon request.

12. If a dispute arises out of or relates to this agreement or its breach, the parties shall endeavor to settle the dispute first through direct discussions and negotiations. If the dispute cannot be settled through direct discussions or negotiations, the parties shall endeavor to settle the dispute by non-binding mediation. The location of the mediation shall be Montgomery, Alabama. Either party may terminate the mediation at any time after the session, but the decision to terminate must be delivered in person to the other party and the mediator. Engaging in mediation is a condition precedent to any other form of binding dispute resolution. If the parties cannot agree on a mutual resolution, any disputes not resolved by mediation shall be decided in the Circuit Court of Montgomery County, Alabama, governed by the laws of the state of Alabama.
13. If a bidder desires to protest a bid, a formal written protest shall be submitted to the Administrator/Purchasing Agent within five (5) working days before the bid opening or proposal due date or within five (5) working days after award. The formal written protest may be hand delivered to the Administrator or Administrator's Office of the Montgomery County Commission and/or mailed to the Administrator/Purchasing Agent by registered certified mail. The bidder and/or his authorized agent or legal representative must sign the formal written protest, or it will not be accepted.

Failure to file the notice of protest within the time limit prescribed herein shall constitute a waiver of any protest to the bid and/or request for proposal process.

14. The formal written protest shall state with particularity the facts and law upon which the protest is based. Within 30 calendar days of receipt of the timely filed, formal written protest, the Administrator/Purchasing Agent shall issue a written decision with respect to the protest. Should the decision by the Administrator/Purchasing Agent be adverse to the bidder, the bidder may seek relief in accordance with the Code of Alabama 41-16-31.
15. The selected vendor agrees to protect, defend, indemnify and hold the Montgomery County Commission and its employees, agents, officers and servants free and harmless from any and all losses, claims, liens, not limited to, the amounts of judgments, penalties, interests, court costs, legal fees, and all other expenses incurred by the County arising in favor of any party, including employees of the successful vendor, death or damages to property and without limitation by enumeration, all other claims or demands of every character but only on the proportion of and to the extent such losses, claims, liens, demands and causes of action arise out of the negligent acts or omissions of contractor, its employees, agents and officers. The successful vendor agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suite at its sole expense. The successful vendor also agrees to bear all other costs and expense related thereto, even if the claim or claims alleged are groundless, false or fraudulent.
16. The selected vendor affirms that it will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama for the duration of the agreement. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

17. The Montgomery County Commission is committed to increase participation by Minority and Women-Owned Businesses (M/WBs) in the procurement process in Montgomery County; to insure equal opportunity for M/WBs to participate in the procurement process; to prohibit discrimination on the basis of race, color, religion, national origin, sex, age, disability, or veteran status in the procurement process; and to achieve a minimum of 30% participation by M/WBs in the procurement process in Montgomery County.
18. Montgomery County Commission may review bidder's qualifications and references as it deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the County all such information and data for this purpose as the County may request.
19. Montgomery County Commission reserves the right to reject any bid if the evidence submitted by, or investigation of such bidder fails to satisfy the County that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.
20. Montgomery County Commission reserves the right to award the bid in any manner that is in the best interest of the County.

SPECIFICATIONS

Montgomery County Commission desires to enter into a contract to provide food services for the Montgomery County Detention Facility ("MCDF") inmates, including special diet meals, seven days a week in accordance with the specifications contained in this Invitation to Bid.

1. SCOPE OF WORK

The provider shall furnish all management, labor, food, materials and supplies, as well as all kitchenware, utensils, etc., necessary to provide food services for the MCDF inmates, including special diets, seven days a week.

The Sheriff, or his designee, shall act as the agent of the MCDF for the purpose of serving as the Detention Facility's contact person for the successful bidder, hereinafter referred to as the Provider, overseeing performance of the contract pursuant to its terms. The Sheriff, or his designee, shall receive, review and process billing from the Provider and conduct periodic inspections of the food service area and review menus.

2. PROVIDER QUALIFICATIONS AND REFERENCES

The Provider shall include with its Bid:

- outline of the structure of the organization and number of years in institutional food service;
- one copy of its latest published annual report or satisfactory written evidence of the financial stability of the organization; and
- a minimum of five current food services contracts with facility name and contact information, description of type and size of facility and food service operation, and date of original contract. Include information on the facility that is most similar to the MCDF in size and population and the facility that is geographically closest to the MCDF.

3. FOOD REQUIREMENTS

All food shall be provided by the Provider and prepared on site.

The following are the **minimum** specifications for raw food; higher, but not lower, grades may be provided.

- Beef, veal and lamb-USDA Choice.
- Ground beef-utility or better, not to exceed 25% fat.
- Poultry-USDA Grade A.
- Canned fruit and vegetables-USDA Grade C.
- Frozen fruits and vegetables-USDA Grade B.
- Fresh produce-USDA No. 2
- Dairy Products-USDA Grade A.
- Eggs-USDA Grade A Medium.
- Frozen fish and seafood-a nationally distributed brand, packed under continuous

- government inspection, USDA Grade A.
- Pork products, in whole or in part, shall not be used.

State and Federal Commodities

The Provider agrees to assist the Detention Facility in securing surplus food items when minimum quality standards are satisfied and when costs of a given surplus item are less than that available to the provider. If surplus food is used, the Provider agrees to fully utilize all appropriate surplus food commodities obtained by the Detention Facility from the United States Department of Agriculture. Commodities should not be used in calculating of the commodity received each month and current market cost for such commodities shall be applied as a credit and applied to the next invoice to the Detention Facility. The Provider shall follow all recordkeeping requirements of the USDA for purchasing surplus food.

Food Inventory

The provider shall be responsible for purchasing, receiving and storing all food necessary for preparation of each meal in sufficient quantity to meet the needs of inmates during the period of the contract. The Provider must maintain, at a minimum, a 3 day supply of food on hand. All inventories shall be rotated regularly and the Provider shall ensure that the food items are not served when unfit consumption or after the manufacturer's expiration date. The Provider shall retain ownership of such inventory.

4. MENU AND MEAL REQUIREMENTS

Meal Schedule

The Provider shall provide three full, nutritionally balanced meals (hot breakfast, hot or cold lunch, hot dinner) each day at regularly scheduled time as follows:

Breakfast 6:00 a.m. CST to 7:00 a.m. CST

Lunch 11:00 a.m. CST to 1:00 p.m. CST

Dinner 5:00 p.m. CST to 6:00 p. m. CST

Meal Standards

All menus and special diets must meet the standards for adult holdings and detention facilities as established by the American Correctional Association. All menus will be approved prior to service by a certified dietitian licensed by the State of Alabama. All meals served shall meet current RDA requirements and will provide an average of 2,800 calories per day in addition to all required nutrients. The Detention Facility reserves the right to consult with another dietitian for review of menus and nutritional information.

Real milk will be served at all times, no substitutions.

Pre-plating

Meals shall be portioned on trays in the kitchen and placed on a cart in the staging area where the carts with trays and beverages will be picked up by Detention Facility staff and delivered to the inmate housing unit.

Special Diets

The Provider shall provide special medical, religious and vegetarian diets at no additional charge. Snacks are to be included in the price per meal. A dietitian shall review the contents of such meals to ensure they are proper nutritional balance. The average number of diets that will be served is ten (10) per meal.

Holiday/Spirit Lifter Meals

The Provider shall provide, at no additional charge, a minimum of three (3) Holiday/Spirit Lifter Meals annually, including Thanksgiving, Christmas and one (1) meal to be scheduled at the discretion of the Director of Detention. A copy of the proposed menus is to be included in the Proposal.

Sack Meals

The Provider shall provide sack lunches as needed. Sack lunches can be ordered for inmates that cannot eat during regular meal times or are otherwise on restriction. Sack lunches will consist of, at minimum, two sandwiches, one piece of fruit, chips or similar item, dessert and a beverage. The Provider shall vary sack meal items to avoid repetition. The Provider shall submit a sample one-week sack meal menu with the Proposal. The average number of sack meals required is approximately ten (10) per day.

Meal Count

MCDF will order inmate meals, special diet meals and sack meals at time mutually agreeable to the MCDF and the Provider; however, the Provider shall prepare sufficient additional meals in the event of unexpected inmates arrive. Meals will be place on carts according to the number of meals ordered per housing area.

Menu

A four week menu must be included in the proposal. The successful bidder shall warrant that all meals will be served at appropriate temperatures and in a manner that makes them palatable and visibly pleasing complete with condiments (dressing, sugar, salt and pepper, ketchup, or mustard where indicated.)

Provider will submit a four week minimum menu cycle for approval to the Director of Detention at least 30 days in advance. MCDF reserves the right to specify the order in which the weekly menus are to be arranged. MCDF also reserves the right to make substitutions with respect to individual menu items and have them replaced with like or

similar individual menu items should it be necessary or if commodity is available. Any substitutions to the established menus shall be verified with a dietitian to determine the appropriateness of those substitutions.

Recipes

Where combination foods are on the menu, the Provider shall maintain a file containing the recipes, a list of ingredients, and the quantities, the number of servings and the size of each serving. Recipes for all menus shall be maintained on-site.

Records

Provider shall keep a permanent record of the number of meals served, the food content of each meal and any menu substitutions or modifications, with copies provided to the Director of Detention. Records of substitutions shall include the items and portion sizes, the reason for the substitution and verification that dietitian has been consulted when appropriate. The Provider shall maintain and such daily, weekly and monthly records as the Detention Facility may require and shall maintain records for a minimum of three (3) years.

5. STAFFING

The Provider shall provide with its Proposal individual job descriptions and levels of responsibility that will be assigned to those individuals within the Detention Facility.

Supervision

- The Detention Facility shall appoint a person from its staff to oversee the contract.
- This person shall randomly check for contract compliance.
- The Provider shall cooperate with this person in obtaining all requested information.

Professional Staff

- The provider shall provide sufficient staff at all times to ensure the efficient operation of food service.
- The provider shall provide a trained food service manager with at least twelve (12) months experience in institutional food service management, or similar experience in correctional facilities, who will work with the administration of the Detention Facility.
- The Provider shall provide the Sheriff with the prospective manager's resume and qualifications.
- Employment of the manager and all other employees of the Provider at the facility will be subject to review and approval by the Sheriff, or his designee.
- The Sheriff, or his designee, reserves the right to remove any individual employed by the Provider from the Detention Facility at his discretion.

Inmate Labor

- **Option 1** of the Invitation to Bid does not include inmate labor to assist in any of the services provided by Provider.
- **Option 2** of the Invitation to Bid includes inmate labor to be used for the preparation of food, general sanitation and cleaning of the kitchen, and receipt and storage of all kitchen deliveries.
- **Option 3** of the Invitation to Bid includes inmate labor to be used only for general sanitation and cleaning of the kitchen and receipt and storage of all kitchen deliveries.
- Inmates are not permitted to supervise other inmates.
- The provider agrees to train and supervise inmates only with respect to the food service tasks.
- Provider training and supervision of inmates shall be subject to the overall control of the Detention Facility.

Orientation and Training

- The Provider's employees must attend orientation classes and in-service training as mandated by the Detention Facility and the State of Alabama.
- Such training will be provided by the Detention Facility.
- Salaries for time spent at training will be the responsibility of the Provider.

Background Investigations

- The Provider's employees will be subject to a background investigations and security check as is normally required for personnel of the Detention Facility.
- The Sheriff reserves the right to deny access to the facility to any of the Provider's employees who do not meet established security clearances or obey the rules and regulations for the Detention Facility.
- Final selection of all Providers' employees shall be at the discretion of the Sheriff.

Physical Examination

- All Employees shall be required to undergo periodic physical exams as specified by State and Local regulations at the Providers expense.

Conduct of Employees

- The Provider shall instruct all employees that all rules and regulations, policies and procedures established by the Detention Facility shall be adhered to.
- Provider shall prohibit its employees from personal use of the telephone or office equipment provided for official business.
- No food, supplies, material or equipment provided, acquired or utilized in the performance of the contract shall be removed from the Detention Facility for personal use or used in any manner not provided herein without approval from the Sheriff.
- All Providers' personnel shall be required to comply with the Detention Facility and State

- of Alabama rules and regulations concerning food service.
- All Providers personnel may be required to wear identification badges issued by the Sheriff's Office.
- Provider's employees shall not fraternize with inmates or Detention Facility staff.

6. OPERATIONS

Average Daily Population

The Average daily population is expected to be approximately 550 inmates per meal. The average daily population can be expected to increase to approximately 750 inmates per meal.

Equipment

The Provider and its employees must safeguard all property of the Detention Facility. The Provider shall allow employees to use Detention facility equipment only after they have been trained in its proper use. The Provider shall be held responsible for damage resulting from negligence or carelessness on the part of its employees. The Provider shall notify the Director of Detention immediately of the need for equipment repair and maintenance. The Detention facility will maintain all owned equipment.

Knife Security

The Provider shall be responsible for the control of all knives and kitchen utensils. All knives and kitchen utensils shall be counted and locked for safe keeping in accordance with policy and procedures provided by the Detention Facility.

Sanitation

The Provider shall perform regular routine cleaning of the kitchen area including all equipment and fixtures therein sufficient to continuously maintain such area. The equipment and fixtures shall be maintained in a clean, sanitary condition as specified by the Health Department, State of Alabama and other applicable Federal and State Laws.

Inspections

The Provider shall agree to allow unscheduled visits by the Detention Facility, Health Department, State of Alabama, Fire Marshall or ACA inspectors and any other inspecting agency whose purpose is to ensure that all employees in the food service area are free from disease or open wounds and that the food service area complies with all requirements for sanitation, food storage and the control of vermin.

Keys

The provider shall be responsible for control of all keys obtained from the Detention Facility and the security of these areas which the keys are provided. The Provider shall be responsible

for immediately reporting all facts relating to any loss of keys or losses incurred as a result of break-ins into those areas. No keys to any part of the Detention Facility may be duplicated. All keys will be provided by the Detention Facility and made available at the beginning of the shift and turned in at the end of the shift. No keys shall leave the Detention Facility.

7. RESPONSIBILITIES OF THE DETENTION FACILITY

- Provide, install, maintain, repair and replace, if necessary, and permit the Provider to use all food service department and fixtures.
- Provide all food trays and utility carts.
- Provide all utilities such as trash removal, pest control, office space, including desk(s), chair(s), filing cabinet(s) telephone(s), telephone service, and inmate uniforms. The Detention facility will not provide long distance telephone service.
- Provide laundry services for all aprons, towels, dishcloths, etc., used in the food operations, except for the Providers employee's uniforms. The Provider shall be responsible for ensuring its staff's uniforms are clean and in good repair.
- Provide I.D. badges for all employees.
- Provide timely orders for meals.
- Provide a sufficient supply of departmental forms to be used in food service.

8. BILLING

- As full and complete compensation to the Provider for all food labor and materials furnished and all services performed pursuant to these specifications, Montgomery County shall pay the Provider upon submission of properly certified invoices prepared in a format required by Montgomery County.
- Compensation shall be based on applicable daily, per meal costs expressed in the awarded bid proposal multiplied by the number of meals ordered or actually served each day, whichever is higher, less any credit due from previous invoices.

9. SECURITY

The Provider and MCDF understand that adequate security is essential. MCDF will take all reasonable steps to provide sufficient security to enable the Provider to safely and adequately manage the food service program. It is expressly understood by MCDF and the Provider that the provision of security and safety for the Provider's personnel is a continuing precondition of the Provider's obligation to provide its services in a routine, timely and proper fashion.

10. EMERGENCY CONDITIONS

If the MCDF kitchen should be damaged by fire, flood, riot or any event that renders the kitchen inoperable, MCDF shall determine, after consultation with the Provider, whether and to what extent the kitchen is operable. If the provider cannot then prepare and serve

the required meals, MCDF, at its option, may continue with the contract or terminate without further obligation.

The bidder must include in the Proposal a detailed description of an emergency plan for providing alternate food service in case of an emergency as mentioned above.

11. INSURANCE

Successful vendor shall file at minimum the following insurance coverage and limited liability with the Purchasing Department and MCDF before beginning work with Montgomery County, which designates Montgomery County Commission as an additional entity:

Commercial General Liability

Bodily Injury and Property Damage \$1,000,000 Each Occurrence
\$2,000,000 General Aggregate
\$2,000,000 Products/Completed Operations Aggregate

Comprehensive Automobile Liability

Bodily Injury and Property Damage \$1,000,000 Each Person
\$1,000,000 Each Occurrence

Employers Liability Limit

\$500,000 Each Accident
\$500,000 Disease-Policy Limit
\$500,000 Disease- Each Employee

Umbrella Liability

Bodily injury and property damage \$5,000,000 each occurrence (in excess of the above coverage)

Workers' Compensation Insurance with statutory requirements or a minimum One Million Dollars (\$1,000,000) coverage per occurrence or statutory limits.

Successful vendor must maintain such insurance for the duration of the contract, as it will protect him and Montgomery County from claim under Workmen's Compensation Acts, and from claims for damage and/or personal injury, including death which may arise from operations under the contract.

Cancellation of insurance shall be cause for immediate cancellation of the contract.

12. LICENSES

The Provider shall obtain at all times and pay for all federal, state and local licenses, permits and fees required for the operation of the food services provided.

13. CANCELLATION

Provider or MCDF may cancel the contract upon sixty (60) days written notice of cancellation to the other party.

14. DISCONTINUATION OF OPERATION

If it becomes necessary for MCDF to discontinue operations for any reason, the contract shall become null and void.

15. ASSIGNMENT OF CONTRACTUAL RIGHTS

Successful bidder will not assign, transfer, convey or otherwise dispose of the contract or its right, title or interest in or to the same, or any part thereof, without previous consent of Montgomery County Commission.

16. OPTIONAL: SPECIALTY MEAL PROGRAM

Montgomery County desires as an option to provide an approved outside inside program for inmates as a specialty meal offered on the weekend.

Meals:

- Meals will be delivered hot and fresh
- Items shall be restaurant quality
- Meals will be approved by Montgomery County Sheriff or his designee
- Meals will be delivered to inmates on Saturday of each week by Montgomery County Detention Facility staff.

Maintain Control:

- All merchandise will be assembled at the facility
- Provider will ensure data is secure
- Provider will maintain all transaction records

Marketing:

Provider will provide marketing materials for both the inmates, families and friends at no cost to inmates and Montgomery County Commission. These items include:

- Professional wall signs for visitation and or inmate communication boards
- Flyers for family and friends as a reminder of website and products

Provider must provide steps to implementation of outside/inside program with bid.

Provider must submit a pamphlet of items being sold as well as pricing menu with bid.

Provider will carry all cost of the program during the contract period.

Provider will provide weekly sales report to include type of meal sold, cost of each meal, how many of each sold and total commission from sales to Montgomery County Detention Facility.

Program will be awarded based on highest commission percentage from sales paid to Montgomery County Commission.

Montgomery County Commission has a right to add or delete program at any time during contract period.

Questions regarding this bid should be emailed to Myrtle Singleton at myrtlesingleton@mc-ala.org no later than 5:00 p.m. CST, on November 23, 2021. Answers will be email to vendors no later than 5:00p.m., CST, on November December 1, 2021.

PRICING SHEET MUST BE SUBMITTED WITH BID

PRICING SHEET

Population	Option 1 Price Per Meal includes NO INMATE LABOR	Option 2 Price per Meal includes Inmate Labor to be used for the preparation of food, general sanitation and cleaning of kitchen, and receipt and storage of all kitchen deliveries	Option 3 Price per Meal includes Inmate Labor to be used only for the general sanitation and cleaning of kitchen and receipt and storage of all kitchen deliveries
500-549	\$ _____	\$ _____	\$ _____
550-599	\$ _____	\$ _____	\$ _____
600-649	\$ _____	\$ _____	\$ _____
650-699	\$ _____	\$ _____	\$ _____
700-749	\$ _____	\$ _____	\$ _____
750-799	\$ _____	\$ _____	\$ _____
800-849	\$ _____	\$ _____	\$ _____
850-899	\$ _____	\$ _____	\$ _____
900-949	\$ _____	\$ _____	\$ _____
950-999	\$ _____	\$ _____	\$ _____
Total:	\$ _____	\$ _____	\$ _____

Bid will be awarded based on the total of Option 3; however, the Montgomery County Commission reserves the right to elect any other option at any time during the term of the contract.

Commission from sales of specialty meal program on a monthly basis _____ %

Please complete this form and return it with your bid proposal. Should you choose not to bid at this time, please complete this form and forward back to our office as soon as possible. It is necessary that you check all categories that apply to your company.

Vendor Name: _____

Address: _____

Email Address: _____

Phone Number: _____

Fax Number: _____

Is the Company Minority Owned: _____ Yes _____ No

Is the Company Owned By: _____ Female _____ Male _____ Both

Is the Company Incorporated: _____ Yes _____ No

Ethnicity of Ownership:

_____ African American

_____ American Indian

_____ Asian American

_____ Disabled

_____ Hispanic

_____ Other (Please Specify) _____

_____ Official Signature

_____ Printed Name and Title

Date: _____

RESPONSE FORM TO BE ATTACHED TO BID

Company Name _____

Federal I.D. # _____

Mailing Address _____

Phone Number _____

Email Address _____

Quote F.O.B. _____

Terms of Payment _____

Delivery Date _____

Official Signature

Printed Name and Title