



COORDINATING COMMITTEE

100 West Washington Street, Room 3200 | Hagerstown, MD 21740-4748 | P: 240.313.2330 | F: 240.313.2331
www.washco-md.net

PUR-1390
REQUEST FOR PROPOSALS
**REGARDING QUALIFICATIONS AND EXPERIENCE/
TECHNICAL PROPOSALS AND PRICE PROPOSALS**
FOOD SERVICES AT THE
WASHINGTON COUNTY DETENTION CENTER
IN HAGERSTOWN, MARYLAND

The Board of County Commissioners of Washington County, Maryland is requesting Qualifications and Experience/Technical Proposals and Price Proposals from qualified food service providers to provide food services to inmates at the Washington County Detention Center (WCDC), in Hagerstown, Maryland.

The Washington County Coordinating Committee will be evaluating submissions to this request and select a firm judged to be responsible and responsive to the request. The Committee reserves the right to interview some or all prospective firms to discuss Qualifications & Experience/Technical Proposals as well as Price Proposals. The format for submittals, information regarding the scope of work, and selection criteria used by the Committee is available from either the Washington County Purchasing Department, Washington County Administration Complex, 100 West Washington Street, Third Floor, Room 3200, Hagerstown, Maryland 21740, telephone 240-313-2330 or from the Washington County website: www.washco-md.net by accessing the “Divisions & Departments/Purchasing Department/Open Bid Invitations”. Inquiries should be directed to Rick F. Curry, CPPO, Director of Purchasing, at the above address.

NOTE: All Proposers must enter the Washington County Administration Complex through either the front door at the 100 West Washington Street entrance or through the rear entrance (w/blue canopy roof) which is handicap accessible, and must use the elevator to access the Purchasing Department to submit their proposal and/or to attend the Pre-Proposal Conference. Alternate routes are controlled by a door access system. Washington County Government has announced new security protocols being implemented at the Washington County Administration Complex at 100 West Washington Street, Hagerstown. The new measures took effect Tuesday, February 14, 2017. The general public will be subject to wand search and will be required to remove any unauthorized items from the building prior to entry. Prohibited items include, but are not limited to: Weapons of any type; Firearms, ammunition and explosive devices; Cutting instruments of any type- including knives, scissors, box cutters, work tools, knitting needles, or anything with a cutting edge, etc.; Pepper spray, mace or any other chemical defense sprays; and Illegal substances.

Each proposal must be accompanied by a Bid Bond from a reputable insurance company authorized to post such Bonds in the State of Maryland in an amount equal to five (5%) percent of the base proposal. Certified/Cashiers' checks made payable to the Washington County Treasurer will be accepted in lieu of said bond. Proposer's Non-Collusion / Anti-Bribery Affidavit must also be submitted with the proposal.

A Pre-Proposal Conference will be held on **Monday, April 23, 2018 at 10:00 A.M., (EST)** at the Washington County Detention Center, Administration and Records, 500 Western Maryland Parkway, Hagerstown, Maryland. Attendance at this conference is not mandatory but is strongly encouraged.

One (1) original with five (5) copies of submittals of Qualifications and Experience information from firms, enclosed in a sealed opaque envelope marked **"Q & E/Technical Proposal – Food Services"**, and one (1) original with five (5) copies of the Price Proposal enclosed in a separately sealed opaque envelope marked **"Price Proposal – Food Services"** are due into the Office of Rick F. Curry, CPPO - Director of Purchasing, Washington County Purchasing Department, Washington County Administration Complex, 100 West Washington Street, Third Floor, Room 3200, Hagerstown, MD 21740, no later than **4:00 P.M., (EST), Wednesday, May 8, 2018**. The Washington County Coordinating Committee will evaluate the submittals. Failure to comply with providing the required information for the Committee's review may result in disqualification of that firm.

Washington County shall make positive efforts to utilize Disadvantaged Business Enterprises for its supplies and services and shall allow these sources the maximum feasible opportunity to compete for contracts. The County Commissioners of Washington County do not discriminate on the basis of race, color, national origin, sex, religion, age and disability in employment or the provision of services. Individuals requiring special accommodations are requested to contact 240-313-2330 Voice, TDD Dial 711 to make arrangements no later than seven (7) calendar days before the Pre-Proposal Conference.

The Board of County Commissioners of Washington County, Maryland reserves the right to accept or reject any or all proposals, to waive formalities, information, and technicalities therein. The Board reserves the right to contact a Proposer for clarifications and may, at its sole discretion, allow a Proposer to correct any and all formalities, informalities and technicalities, and to take whatever action is determined to be in the best interest of Washington County by the Washington County Coordinating Committee.

By Authority of:



Rick F. Curry, CPPO
Director of Purchasing



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REQUEST FOR PROPOSALS
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FOOD SERVICES AT THE
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April 16, 2018

I. INTRODUCTION

The Board of County Commissioners of Washington County, Maryland is requesting proposals for the provision of furnishing food services at the Washington County Detention Center (WCDC), 500 Western Maryland Parkway, in Hagerstown, Maryland, to include inmate and staff feeding seven (7) days/week and program support services for an approximate population of 350 inmates, for a term of one (1) year with an option by the County to renew for up to four (4) additional consecutive one-year periods.

II. OBJECTIVES OF RFP

To result in a contract between the successful proposer and Washington County that will meet the following objectives:

- A. To deliver high quality food service that can be audited against established nutritional and health standards.
- B. To operate the food service program using experienced and professionally trained personnel.
- C. To operate the food service program in a cost-effective manner with full reporting to the Washington County Sheriff or his designee.
- D. To implement a written foodservice plan with clear objectives, policies, procedures and annual evaluation of compliance.
- E. To maintain an open collaborative relationship with the administration and staff of the WCDC and other County offices

- F. To maintain standards established by the Sheriff, as well as the American Correctional Association (ACA), Maryland Commission on Correctional Standards (MCCS), National Commission on Correctional Health Care (NCCHC), and State and Federal Correctional Food Service standards.
- G. To offer a comprehensive program for continuing staff and training.
- H. To operate the food service program in a humane manner with respect to the inmates' rights to basic health and nutritional standards.
- I. To operate the food service program, including all menu planning, preparation, providing staff, staff supervision, food and supply procurement including the receiving, storage and inventory control.

III. PROPOSAL PROCESS

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

Distribution of the RFP	Monday, April 16, 2018
Pre-proposal meeting and site visit	Monday, April 23, 2018 at 10:00 A.M.
Deadline for receipt of questions	Monday, April 30, 2018 at 4:00 P.M.
Deadline for Receipt of Proposals	Wednesday, May 8, 2018 at 4:00 P.M.
Commence Services	Thursday, June 7, 2018

- B. One (1) complete original with five (5) exact duplicate copies of the proposal (Q&E/Technical Proposal and Price Proposal) shall be submitted in separately sealed envelopes to:

Rick F. Curry, CPPO – Director of Purchasing
 Washington County Purchasing Department
 Washington County Administration Complex
 100 West Washington Street, Room 3200
 Hagerstown, MD 21740

- C. Proposals must be received no later than **4:00 P.M., (EST), Wednesday, May 8, 2018**, at the address set forth above. Proposals received after the stated deadline for receipt of proposals shall not be considered and shall be returned unopened.
- D. All proposals must be accompanied by a guaranty given in the amount of five percent (5%) of the proposed base proposal and may be given at the option of the proposer by Certified Check, Cashier’s Check or Bid Bond from a reputable insurance company authorized to post such Bonds in the State of Maryland.

IV. SELECTION CRITERIA (Criteria for Evaluation)

- A. The Washington County Coordinating Committee will evaluate responses to this request and select those firms judged to be most qualified. It is the County’s intent to open and review each firm’s Q&E/Technical Proposal to determine qualifications and experience and

technical approach for providing the subject services. If the Coordinating Committee determines that a firm's Q & E/Technical Approach is satisfactory, the envelope containing the firm's Price Proposal will then be opened. While the lowest responsive Price Proposal will not necessarily be the basis of selection, cost will be a major consideration in the selection process.

- B. The Washington County Coordinating Committee shall be comprised of the County Sheriff (Committee Chairman), Director of Purchasing, WCDC's Warden, WCDC's Administrative Captain, and County Buyer.
- C. Since it is the County's desire to select the most qualified firm, the Coordinating Committee reserves the right to schedule oral presentations with those firms it deems most qualified, to take place within ten (10) business days following notification. Discussions may cover cost, methods of operation, and all other relevant factors.
- D. The proposer shall be selected based on the proposer's written proposals and any requested presentations. The Coordinating Committee shall review all proposals and make their recommendations for selection. The primary criteria used in making a selection shall be as follows:
 - 1. The proposer's demonstrated experience and expertise in correctional facilities. Experience shall include current service in correctional facilities of similar size and volume, as well as experience of staff, district manager, dietitian, transition team, as well as local and regional support network.
 - 2. The proposers comply with the American Correctional Association (ACA) standards for food services, the National Commission on Correctional Health Care (NCCHC) and the Maryland Commission on Correctional Standards (MCCS). Proposers shall indicate those facilities currently under contract which have attained accreditation as a result of their efforts.
 - 3. Past history and references. Proposers shall include a listing of references with their proposals, indicating facility locations, name, and telephone number of facility contact person. This list shall contain at least five (5) current references of the past five (5) years, preferably of a size and service complexity comparable to the WCDC.
 - 4. The proposer's financial stability and condition.
 - 5. Proposer's development of an operating plan for food service that best meets the stated objectives and needs of the WCDC. The operating plan shall include a Quality Assurance Plan and proposed staffing/ personnel plan including qualifications of personnel who will be involved in providing services at the WCDC.
 - 6. Services and menu quality offered for price proposed. Includes nutritional quality, menu acceptability and stated menu standards. The county reserves the right to request the samples identified in this section as part of the evaluation process prior to

making an award recommendation. Provide a sample of selected food items used for inmate meals to include portion size.

7. Oral presentations, if required.
8. Geographic location in relationship to Washington County, Maryland.
9. Firms familiarity with problems applicable to this type of service.
10. Compliance with proposal instructions.
11. Compliance with general requirements for all contracts by governing bodies overseeing the facility.
12. The price per meal proposed.

V. METHOD OF AWARD

- A. The award shall be made to the proposer whose proposal is determined to be professionally and technically complete. The selection process may, however, include a request for additional information or an oral presentation to support the written proposal; the price proposal will be considered firm and cannot be altered after receipt per the terms of this proposal, unless the County requests an additional financial proposal via a best and final offer. This does not imply a best and final offer opportunity will be available to the proposers.
- B. The County reserves the right to award this contract not necessarily to the proposer with the lowest price, but to the proposer that demonstrates the best ability to fulfill the requirements of the RFP. The successful proposer shall be chosen based on the qualifications and selection criteria discussed in Sections IV and V of this proposal.
- C. The successful proposer shall commence work only after the transmittal of a fully executed contract and after receiving written notification to proceed from Washington County. The successful proposer shall perform all services indicated in the proposal in compliance with the negotiated contract.
- D. Washington County reserves the right to reject any or all proposals for any reason, in whole or in part, received in response to this RFP. Washington County shall not pay for any information herein requested, nor is it liable for any costs incurred by the proposer.

VI. PROPOSAL PACKAGE

As a result of time constraints imposed on the project, the County shall require interested firms to provide Qualifications and Experience/Technical Proposals concurrently with Price Proposals, each to be presented in separately sealed opaque envelopes. Proposers must submit a response in the form of a proposal that includes the following sections.

- A. **Transmittal Letter (DO NOT INCLUDE ANY PRICE FIGURES)**

1. This letter is to be a brief letter, addressed to Rick F. Curry, CPPO – Director of Purchasing, Washington County Coordinating Committee, c/o Washington County Purchasing Department, Washington County Administration Complex, 100 West Washington Street, Room 3200, Hagerstown, MD 21740, which provides the following information:
 - a. Name and address of the proposer;
 - b. Name, title and telephone number of the contact person for the proposer;
 - c. A statement that the proposal is in response to this RFP; and
 - d. The signature, typed name, and title of the individual who is authorized to commit the proposer to the proposal.

B. Qualifications and Experience/Technical Proposal Submittal (DO NOT INCLUDE ANY PRICE FIGURES)

1. **Qualifications and Experience:** To be considered for award of this contract, the proposer shall meet the following minimum qualifications and experience:
 - a. The proposer must be organized for the purpose of providing institutional and/or volume food service, and must have five (5) years previous correctional feeding experience with proven effectiveness in administering large scale corrections food service programs.
 - b. The proposer must have a proven ability for a contract start-up by June 7, 2018.
 - c. The proposer must have qualified and trained staff with sufficient back-up personnel to successfully complete the contract requirements. Personnel must include a full-time, corrections-experienced Registered Dietitian available for menu development.
 - d. The proposer must have the central office capability to supervise and monitor the program ensuring satisfactory provision of services. In addition, the proposer must be able to provide continual services as required in this RFP from an alternate site should the vendor for any reason be unable to use the facilities at the WCDC. Services shall continue to be provided as required herein in accordance with applicable laws and regulations.
 - e. The proposer must submit a certified copy of a current financial report of the company. If the company is a subsidiary or division of a corporation, the relationship of the proposer must be clearly delineated in the proposal.
 - f. The proposer shall submit a listing of references with their proposals, indicating facility locations, name, and telephone number of facility contact person. This list shall contain at least five (5) current references of the past

five (5) years, preferably of a size and service complexity comparable to the WCDC.

- g. A detailed and certified financial statement shall be submitted by all corporations.
- h. The proposer shall submit a performance bond in the amount of 100% of the total base bid contract after award and submit to the County with the executed contract prior to start up. However, all proposals must be accompanied by an agreement of surety (Consent of Surety) for 100% of the awarded amount if the contract is awarded to its principal. The consent of surety must not contain any conditions or reservations, other than the condition that the contract is to be awarded to the proposer. Failure to submit the consent of surety will result in immediate rejection of a proposer's proposal.

2. **Technical Proposal:** This portion of the proposal must address each item listed below:

- a. Introduction
 - 1) Company Profile
 - a) Date organized to provide food service management in institutional and correctional facilities.
 - b) Corporate background and depth of support, including description of parent company, if any.
 - c) Number of employees
 - d) Number of years doing business
 - 2) Describe current contracts or business with other correctional food service facilities.
 - a) Client
 - b) Date of original contract
 - c) Type/size
 - 3) Facilities currently accredited by State or Federal Accreditation Board
 - a) Name of facility
 - b) Accrediting agency - list all

- 4) Company achievements in providing correctional food service management.
 - 5) Corporate and regional office organizational structure
 - 6) References, with addresses and phone contacts.
- b. Operational Standards - All proposals must clearly define:
- 1) Procedures for meal delivery to the inmates and staff. Method to be used to establish meal counts for inmates and staff.
 - 2) Quality and inventory control methods and standards.
 - 3) Proposed Menu(s)
 - 4) Item-by-item nutritional analysis (may be appendix or disc copy (MSWord preferred). Condiments shall not be used for caloric tabulation.
 - 5) Registered dietitian certification of both the menu and nutritional analysis
 - 6) Specific procedures for providing safe, sanitary, and secure food service management, including supervision and control of inmate labor and internal security of products and equipment available to inmates.
 - 7) Procedures for dealing with inmate/staff complaints about food and minimizing the potential for inmate litigation.
 - 8) Summary of specifications that will be adhered to for all food products.
 - 9) Any additional equipment necessary for efficient food service operation.
 - 10) All proposals must meet or exceed existing quality of food service being provided in the WCDC as detailed in Scope of Work
 - 11) Procedures for Monthly billing and weekly inventory of food and supplies.
 - 12) Operational procedures for handling food service should on-site kitchen facilities be rendered unusable through fire, etc.

- 13) Insurance: See Section XVII.C. herein and Attachment A herein for minimum requirements.
 - 14) Policies and Procedures - The proposal shall indicate the method the proposer will follow in establishing and revising food service policies and procedures.
 - 15) Accreditation - The proposal shall address the proposer's plan to secure and/or maintain any food service accreditation for delivery of food service to WCDC.
 - 16) Personnel - The proposal shall provide a list of benefits provided to all employees, including insurance coverage, vacation plan and other related benefits. If no hourly benefits are provided, the proposer must clearly address their plan for employee recruitment and retention, including hourly wage rates.
3. **Price Proposal:** As a minimum, Price Proposals shall include the following:
- a. The Proposal Form contained herein, Attachment B.
 - b. Fully executed Non-Collusion / Anti-Bribery Affidavit (Attachment C), executed by the appropriate legal representative of the proposing firm on the form provided.
 - c. Fully executed Government-Wide Debarment and Suspension Affidavit (Attachment D) using the form provided herein.
 - d. The required five percent (5%) Bid Bond.
 - e. Conclusions, remarks and /or supplemental information pertinent to this request.

VII. SCOPE OF WORK

A. Description of Current Operation

1. The average daily population has been approximately 300 adult, male inmates, and 50 female inmates including an average of 30 sack meals to inmates in court or work crews. Additionally, the proposer shall expect to serve approximately 60 to 75 meals per day to staff and visitors.
2. This section is not to be construed to mean the proposer shall serve 1,200 meals daily. It is only provided as a guideline for possible meals to be served. The WCDC does not guarantee a minimum or maximum number of meals.
3. The price per meal charged shall be determined by taking the actual meals served each day times the contract price for that number of meals.

4. Food is received, stored, prepared, and served at the main facility at 500 Western Maryland Parkway, Hagerstown, Maryland 21740.
 - a. Inmate workers supervised by Correctional Officers serve meals to each living area on a five (5) compartment tray which is County property and supplied to the proposer. In the event that staff orders a lockdown of the WCDC the proposer shall be required to provide Styrofoam trays, cups, paper bags, and sandwich bags to serve meals at no additional cost to WCDC.
 - b. The current meal service schedule is as follows (times may vary due to occurrences in the facility):

Breakfast	4:00 a.m. to 6:00 a.m.
Lunch	10:00 a.m. to 12:20 p.m.
Dinner	3:00 p.m. to 5:20 p.m.

B. Proposer Service Requirements - Proposers shall be expected to provide the following services as part of the food service program:

1. Food & Supplies
 - a. Purchase and safely manage all consumable supplies and food products that are required for food service operation. These supplies and food products shall remain the property of the proposer. The proposer shall provide kitchen cleaning supplies for the kitchen area.
 - b. Be responsible for routine cleaning and housekeeping of food service preparation, service, and storage area and will, on a continuing basis, maintain standards of sanitation required by state or local regulations. The County will be responsible for removal of trash and garbage after proposers placement of trash and garbage in the County supplied dumpsters.
 - c. Inspections of kitchen facilities by County and State health agencies must achieve satisfactory ratings.
2. Licenses, Fees, Taxes
 - a. Secure and pay all federal, state and local licenses, permits, and fees required for the operation of the food services provide hereunder. During the period of this agreement, if it is deemed by taxing authorities that all, or a portion of the services provided hereunder are to be subject to a sales or similar tax which has not been collected by the proposer, the County agrees to pay such tax.
3. Billing process / Record-keeping
 - a. All invoices shall be submitted to the WCDC no later than seven (7) calendar days following the week incurred. The price per meal charged to

the County shall be described in the proposal and shall be guaranteed for one (1) year.

- b. Access and Records - The proposer shall keep full and accurate records of sales and meal count records in connection with the food services. A copy of said record shall be supplied to the Sheriff or designee on a monthly basis on the first working day of the subsequent month. In addition, all such records shall be available for auditing by the County at any time during regular working hours.

4. Return facility in good working order

- a. The proposer shall return to the County at the expiration of this contract the food service premises and all equipment furnished by the County in the condition in which received except for ordinary wear and tear and except to the extent that said premises and equipment may have been lost or damaged by fire, flood, or unavoidable occurrence and except to the extent that said equipment may have been stolen by persons other than employees of the proposer without negligence on the part of the proposer or its employees and providing that all damages and losses are reported to the County for all items covered by this paragraph. The County will pay for needed repairs caused by normal wear and tear. The County will replace equipment, which in the opinion of the County has exceeded its useful life after consultation with the proposer.
- b. Damage incurred to the County's physical plant and/or equipment/supplies as a result of the proposer's negligence or intentional misuse/abuse shall be the responsibility of the proposer and shall be repaired or replaced at the proposer's expense.

5. Additional food service requirements

- a. The proposer agrees to provide any additional food services as mutually agreed upon at prices mutually agreed upon. If the additional food services and pricing cannot be mutually agreed upon, the County reserves the right to contract with an outside provider for the service.
- b. The proposer shall have an emergency plan established for food service during periods of severe weather, and natural disasters. A minimum three (3) days' supply of food and drink shall be maintained in stock at the facility.

6. Participation in Client-required security training

- a. Correctional training program as mandated by the State of Maryland and currently is a seven (7) week program. The training referenced in this section is usually offered at either Fredrick County or at a State Prison on Roxbury Road. The training is a seven (7) week program, consisting of forty (40) hours per week. All of the proposer's staff must have completed

the training no later than one (1) year after beginning of the contract start date. The proposer is responsible for the cost of the training, currently \$300.00 per participant.

- b. All proposers' staff must attend an eight (8) hour Orientation Training to the facility within the first week of employment by the proposer. WCDC staff will provide Orientation Training at no cost to the proposer.

7. Uniforms for Proposer Staff

- a. Professional, neat uniforms that distinguish the proposer's paid staff from the inmates and corrections officers shall be the responsibility of the proposer.

8. Daily Processing of Complaints

- a. Food service complaints from inmates must be processed at least daily as follows:
 - 1) Food service trained personnel shall act upon all complaints.
 - 2) The responsible food service director shall determine the appropriate mechanism to be utilized for specific categories of complaints.

C. **Menu Specifications**

1. Inmate Cycle Menu

a. Menu Cycle

- 1) Each proposer shall submit a 4-week cycle menu.
- 2) Each week shall include twenty-one (21) meals and comply with state and ACA standards, NCCHC standards and MCCA standards.
- 3) **No proposal shall be considered that doesn't provide the menu upon which the cost of service is calculated together with the as served" portion sizes of each menu item. Sample menus that may not be served after the contract is awarded shall not be allowed.**

b. Menu Description Requirements

- 1) Menus submitted in the proposal must include clearly defined descriptions of food items.
- 2) All menu items must be listed in "as served" portions which clearly indicate weight or volume measurements (e.g. ½ c, 1/48 cut portion, 3 oz., wt., etc.) and caloric value.

- 3) Entrée items including casseroles must include cooked weight measurements of meat or meat equivalent per portion.
- 4) Appropriate condiments to be served must be noted. **They are not to be included in the caloric tabulation.** Bread, which is appropriate for the meal, is to be served. Bread is not to be used to increase or decrease caloric values (Changing sliced bread to a roll or bun). Condiments shall consist of: ketchup, mustard, mayonnaise, salt, pepper, sugar, jelly, margarine and butter.

c. Balanced Menu Planning Requirements

- 1) The menu shall be planned with products and recipes with proven inmate acceptability. The proposer shall include in the proposal a method to monitor inmate preferences and to make acceptable adjustments; the proposer shall perform a bi-annual survey (January and July). A sample meal quality-assurance assessment form shall be submitted.
- 2) A variety of food flavors, textures, temperatures, and appearances shall be used.
- 3) Fruit and vegetable requirements:
 - a) To assure a minimum level of menu quality, at least five 1/2-cup fruit and vegetable equivalents are required each day on the menu. USDA School Lunch Buying Guide shall be used to determine qualifying equivalents. A minimum daily variety of four different fruits and vegetables shall be used to meet the requirement. The proposer is permitted to double-up on the 1/2-cup fruit to serve one (1) cup of fruit at a serving time. Fruit is permitted to be canned or fresh unless prohibited at a future time by the WCDC staff. As specified by the guide, items such as fruit drink, rice and noodles do not qualify.
- 4) Avoid excessive fat calories:
 - a) To avoid excessive fat calories, and provide more stomach filling bulk on the menu, portions for margarine, butter, salad dressing, and mayonnaise shall be restricted on the menu. A maximum of 1/2 oz. shall be used as a margarine, butter or salad dressing portion. Sandwich meals shall include appropriate mustard and catsup condiments, and not unnecessary margarine. **Condiments are not to be used as a part of the caloric tabulation.**

d. Nutritional requirements

- 1) Menus shall provide an average of 3,200 calories per day in addition to all required nutrients.
 - a) Rice is to be limited in use to no more than six (6) meals in the four (4) week menu cycle due to sewage line backups.
 - b) All housing units shall receive the same meal. A Captain or higher authority can only authorize substitutions in concurrence with the Food Service Manager.
- 2) Nutritional Analysis – tied to actual recipes and products proposed
 - a) An item-by-item computer nutritional analysis of the menu with a weekly summary indicating the percentage of compliance to the highest RDA values for the population shall be submitted with the proposal.
 - b) Each item on the menu shall have specific nutritional values based on recipes that shall be used in the facility. For example...the specific calories, protein, fat, sodium, calcium, iron, and vitamins in the recipe that will be used for Beef, Macaroni, and Tomatoes and all other meal items shall be separately identified on the computer analysis.
- 3) Menu and analysis certified by Registered Dietitian.
 - a) A registered dietitian shall certify the inmate menu in the proposal with a signed nutritional compliance statement for the age and sex of the population. A copy of the dietitian's ADA registration card shall be submitted with the proposal.
 - b) A registered dietitian shall approve all menus prior to service and annually thereafter. All meals served shall be in compliance with the most recently published Recommended Dietary Allowances and Dietary Reference Intakes for adult males as established by the National Academy of Sciences.
- 4) Minimum Meal Pattern Requirements
 - a) To assure that meals are appealing, a minimum number of menu components are required for each meal.
 - i. Casseroles cannot count as two items.
 - ii. Bread, condiments, and beverages do not count as components.

- b) Based on the patterns noted below, Breakfast meals are to comply with pattern A. Lunch and Dinner meals are to be based on pattern E.

Breakfast Pattern Options

A	B	C
<u>Small (2 items)</u>	<u>Medium (3 items)</u>	<u>Large (4 items)</u>
1. Cereal	1. Cereal	1. Fruit or juice
2. Entrée	2. Entrée	2. Cereal
Bread (as needed)	3. Side Dish	3. Entree
Condiments (as approp.)	Bread (a.n.)	4. Side Dish
Milk	Condiments (a.a.)	Bread (a.n.)
Coffee	Milk	Condiments (a.a.)
	Coffee	Milk
		Coffee

Breakfast Entrée items may include eggs, meat, cheese, pancakes, French toast, waffles, etc.

Breakfast Side Dish may include fruit, potatoes, coffeecake, muffins, etc.

Lunch and Dinner Pattern Options

D	E	F
<u>Small (3 items)</u>	<u>Medium (4 items)</u>	<u>Large (5 items)</u>
1. Entrée	1. Entrée	1. Entrée
2. Side Dish	2. Side Dish	2. Side Dish
3. Dessert	3. Side Dish	3. Side Dish
Bread (a. n.)	4. Dessert	4. Side Dish
Condiments (a.a.)	Bread (a. n.)	5. Dessert
Beverage	Condiments (a.a.)	Bread (a. n.)
	Beverage	Condiments (a.a.)
		Beverage

Lunch and Dinner Side Dish may include a variety of soups, starches, cooked vegetables, salads and chips.

- 5) Types of Meat Requirements (optional)
- a) Pork and pork-derived products are not allowed on any menu in this facility.
 - b) Whole muscle meat items (like chicken quarters) must be served at least one (1) time in the 4-week menu cycle.
 - c) Ground meat items like taco filling, meat sauce for spaghetti, etc. should be made with ground turkey OR ground beef OR a mixture of ground beef and turkey.

D. Additional Required Meals:

1. Court Sack Meals

- a. For approximately ten (10) inmates five (5) days per week sack meals for court are to be provided. These meals are in place of regular inmate meals.
- b. Court sack meals are to consist of:
 - 1) Two (2) sandwiches made with four (4) slices of bread and 3-oz. meat and/or cheese
 - 2) Two (2) packs of condiments
 - 3) Chips or Prepackaged Dessert Item (no fresh fruit)
 - 4) Bulk beverage
- c. Sack meals are to be billed at regular inmate rates.

2. Work Release Sack Meals

- a. For approximately twelve (12) inmates, seven (7) days per week sack meals for work release are to be provided. These meals are in place of regular inmate meals.
- b. Work Release sack meals are to consist of:
 - 1) Two (2) sandwiches made with four (4) slices bread and 3-oz. meat and/or cheese
 - 2) Two (2) packs of condiments
 - 3) Fresh fruit
 - 4) Chips
 - 5) Dessert Item
 - 6) Portion Pack Beverage at least eight (8) oz.
- c. Sack meals are to be billed at regular inmate rates.

3. Medical & Religious Diets

- a. The proposer shall provide, at no additional cost, religious and medical diets conforming to special religious or physician-ordered specifications. Any

Kosher or halah meal is to be prepackaged and not common fare. **These meals are to be billed at regular inmate rates.** Nutritional supplements such as Ensure or Electrolyte beverages are not included in the food services contract as they are provided through the medical contract.

b. Average number and type

- 1) The average daily number of inmates receiving medical or religious diets has been approximately thirty (30) including an average of nine (9) night snack meals to inmates for medically approved diets. The proposer shall not be compensated additionally for the snacks.
- 2) The most common medical and religious diet orders are: Cardiac and diabetic.

c. Policies and Documentation Requirements

- 1) The proposer shall submit with their proposal a sample of their corrections diet handbook.

4. Staff Meals

a. Proposer shall detail their recommendations for institution of an Officer's Dining Room (ODR) program.

- 1) The ODR shall be located in the kitchen at the WCDC and shall be operated as follows:

Breakfast	4:00 a.m. to 6:00 a.m.
Lunch	10:45 a.m. to 12:45 p.m.
Dinner	4:15 p.m. to 5:45 p.m.

- 2) The meal shall be in similar portions as that served in most restaurants. Current portions on the staff menu provides 3-5 oz. of meal/protein depending on what is being served, along with 1 cup starch and ½ cup vegetable. The county expects the portions to remain similar. Undersized portions shall not be acceptable. Bread, peanut butter and jelly are to be provided to staff upon request in lieu of a regular meal. Milk is to be provided upon request during meals. The menu is to be different than that served to the inmates. It shall also be on a 4-week cycle. Every effort should be made for the paid cook to prepare staff meals or an inmate under the direct supervision of the paid cook during preparation.
- 3) The meal shall also consist of a salad bar consisting of a minimum of: iceberg lettuce, whole hardboiled eggs, carrots, celery, onions, peppers, cauliflower, broccoli, tomatoes, crackers, and three (3) salad dressings – French, Ranch and Creamy Italian.

- 4) Paper napkins shall also be provided (Not paper towels).
- 5) The proposer must provide a six (6) item soda dispensing system in the ODR consisting of the following beverages: Pepsi, Diet Pepsi, or Coke a Cola Products - Lipton Raspberry tea, Orange soda drink, Mountain Dew, and Root Beer.
 - b. The proposer shall be responsible for supplying coffee and fixings to the five (5) staff break rooms, (Central Booking, Jail Booking, Administration, Day Reporting Center, and Patrol). The coffee machines are provided in each location. Each week seventy-two (72) bags of coffee and filters, ten (10) sleeves of cups and lids, along with individual packets of creamer and sugar are provided for the five (5) break rooms. In addition, the proposer shall provide coffee, juice and Danish for the Grand Jury tour twice per calendar year and the audits every three years by the MCCA and NCCCHC at no additional cost to the county.
 - c. Two (2) spirit lifter meals shall be provided for staff annually to be scheduled at the discretion of the WCDC, (one (1) in the spring and one (1) in the fall).
 - d. All such meals shall be provided at contract rates.
5. Holiday Meals (Inmates).
 - a. The proposer shall include in the proposal their policies for serving special meals on holidays.
 - b. Proposed menus and holidays shall be identified. A minimum of five (5) meals shall be provided annually, including New Year's Day, Easter, Labor Day, Thanksgiving, and Christmas.
 - c. All such meals will be provided at contract rates.
6. Plan for Product Wholesomeness
 - a. Proposer shall warranty that:
 - 1) All meat products shall be purchased from suppliers using Hazard Analysis Critical Control Point (HACCP) programs.
 - 2) All food items shall be purchased from facilities and manufacturers that meet all applicable federal and state regulations for food safety, use only industry "best practices" to assure wholesomeness and maintain appropriate liability insurance on their products.

- b. Proposer shall provide a written procedure for verification of food safety and quality of 'spot buys' (these are items purchased at a discount usually from a broker or distributor).
 - c. Proposer shall include in the proposal its specific plan for maintaining safe and wholesome food in the facilities operated by this jurisdiction.
7. Documentation of meals served
- a. Served Menu records - Substitution policy
 - 1) Documentation of all meals served including substitutions shall be maintained. A plan for assuring nutritional compliance with substitutions shall be provided in the proposal.
 - 2) The proposer shall outline procedures used to assure all meals shall be served at appropriate temperatures and in a manner that makes them palatable, neat, and visibly pleasing.
 - b. Standardized recipes
 - 1) Standardized recipes with portion yield data for all items shall be available and utilized.

E. Staff Requirements

- 1. Staffing plan to provide adequate resources to meet objectives
 - a. An on-site Food Service Director (FSD) shall be provided by the proposer. The Food Service Director (FSD) cannot also be the shift supervisor. In addition to the FSD, the proposer shall assign a minimum of two (2) employees per shift to oversee and supervise all aspects of the food service operation when the kitchen is open. There is no officer assigned to the area.
 - b. Inmates shall be provided as the proposer requires. Inmates are subject to availability of screened inmates and subject to the approval of the Warden at the WCDC. However, the County does not guarantee to provide either a minimum or a maximum number of inmates. Currently there are nineteen (19) inmates assigned and there are two (2) shifts.
 - c. The proposer shall provide an organizational chart and job descriptions for all professional and inmate staff with their proposal including number of inmates required per shift. Inmate personnel shall be used for the preparation of food, delivery of meals, and general sanitation and cleaning.
 - d. The proposer agrees to train and supervise inmate personnel, subject to the overall control of the County. Inmates may not be provided double portions or any other type of reward not afforded the general population.

- e. The proposer shall be responsible for all wages, salary benefits, and overtime payments to its staff.
2. Credentials of proposer staff
 - a. The proposer shall submit the resume of the District Manager as a part of its proposal.
 - b. The proposer shall include a description of the qualifications and experience of the Food Service Director they plan to place in the facility.
3. Employee related processes
 - a. Health exams – Proposer, at its expense, shall agree that its employees assigned to duty at the WCDC shall submit to periodic health examination at least as frequently and as stringently as required by law and agrees to submit satisfactory evidence of compliance with all health regulations to the WCDC Standards Coordinator, upon request.
 - b. Clearance requirements - All employees of the contracting firm who will work in the WCDC must be cleared by the Warden. All employees must comply with the Department’s written policy and procedures relating to facility security, which includes MCCA (Maryland Commission on Correctional Standards), PREA (Prison Rape Elimination Act), and NCHC (National Commission on Correctional Health Care).
 - c. The County shall issue to all employees of the proposer a County “Contract Employee” Identification Card.
4. Supervision and training of inmates
 - a. If the proposal is to use inmates, the proposer shall provide training in food service delivery and management. The proposal shall outline what this training will entail as part of the proposer's overall vocational training program.
 - b. Inmates are not permitted to supervise other inmates.
5. Supervision and training of paid staff
 - a. The proposer shall provide training in food service delivery and management. The proposal shall outline what this training will entail as part of the proposer's overall training program.
6. Responsibilities of Proposer’s Staff
 - a. All proposals must clearly detail the proposed use of the food service manager and inmates as part of the proposer's food service proposal. Included in this section shall be detailed explanation of method of supervision, performance

review, job description and overall approach to working with County employees.

F. Participation in Federal / State Programs

1. Commodities

- a. Proposer agrees to make the fullest use of the USDA donated commodities when they are available, wholesome, and appropriate for menu purposes. The proposer reserves the right to refuse acceptance of any such commodities that are contaminated or in excessive amounts. The utilization/control of USDA donated commodities are subject to the following requirements:
 - 1) The proposer shall properly handle, store, and prepare all commodities.
- b. A weekly inventory shall be taken of all commodities by the proposer. The report shall include for each USDA donated commodity, the commodities on hand at the beginning of the week, the quantity used, the quantity lost due to spoilage, theft, or shrinkage, and the balance at the end of the week.
- c. Commodities received shall be used solely for the benefit of those persons in the WCDC.
- d. The proposer shall credit to the County's invoice, the fair market value as determined by the USDA published rate, to each commodity item used for the period, deducting therefrom, shipping and handling charges actually incurred. No food commodities have been received during the current contract.

2. National School Meals Programs

- a. The County *does not* participate in the USDA's National School Breakfast and Lunch Programs.

3. MCCS (Maryland Commission on Correctional Standards), and NCCHC (National Commission on Correctional Health Care) accreditation

- a. The WCDC is currently accredited by NCCHC, and MCCS.
- b. Accreditation:
 - 1) Proposer's proposal must demonstrate clear understanding of NCCHC and MCCS standards.
 - 2) References must include facilities where accreditation has been achieved.

4. Other

- a. Proposer shall meet Maryland Commission on Correctional Standards (MCCS).

VIII. CONTRACT REVIEW

- A. Washington County and the Food Services Provider shall, within thirty (30) calendar days of execution of an agreement, set dates through the scheduled contract termination date for quarterly review meetings between the Department and the Food Service Provider personnel for the evaluation and amendment, if necessary, of the Agreement.
- B. The Department and the Food Service Provider shall, within thirty (30) calendar days of execution of an agreement, formulate a monthly report form that will establish the basis for the quarterly review sessions.

IX. TERMINATION OF CONTRACT

- A. Termination for Cause: Washington County may terminate the contract at any time that the proposer fails to carry out its provisions or to make substantial progress under the terms specified in the contract.
1. Washington County shall provide the proposer with sixty (60) calendar days' written notice of conditions endangering performance. If after sixty (60) calendar days written notice the proposer fails to remedy the condition contained in the notice, Washington County shall issue an order to stop work immediately.
2. Washington County shall be obligated to reimburse the proposer only for those services rendered prior to the date of notice of termination, less any liquidation damages that may be assessed for non-performance.
- B. Unilateral Right to Terminate. With the mutual agreement of the County and the proposer upon receipt of not less than ninety (90) calendar days' written notice, the contract may be terminated on an agreed date prior to the end of the contract period without penalty to either party.
- C. Lack of Funds: Notwithstanding any other provisions of the contract, if the funds anticipated for the continued fulfillment of this contract are at any time not forthcoming, through the failure of the County government to appropriate funds, discontinuance or material alteration of the program under which funds were provided, Washington County shall have the right to terminate the contract without penalty by giving not less than ninety (90) calendar days' written notice documenting the lack of funding.

X. RESPONSIBILITY OF COUNTY

- A. The WCDC and/or County shall be responsible for and provide:

1. Accurate and timely orders for the number of meals to be served to inmates, correctional officers, and staff within two (2) hours of the time for meals to be served.
2. Provide adequate ingress and egress to all production areas.
3. Adequate heat, lights, ventilation, and all other utilities. Washington County shall provide local intercom and business telephone service to the proposer at no charge. This telephone shall be used only for local service, business-related calls. Should the proposer desire local service for personal use and other non-business related calls or long distance calls, whether business or personal, a separate telephone not connected to the county system shall be installed at the proposer's expense.
4. The WCDC shall provide, at no cost to the proposer, adequate trash removal facilities and services as it deems necessary to maintain the highest standard of sanitation.
5. The WCDC shall provide all pest control services for the kitchen facility; however, the successful proposer's assistance is requested in reporting any needed service promptly to the Warden. Should sanitation deficiencies be the cause of, or contributing factor in the pest control problem(s), the successful proposer shall be responsible for improving the sanitation for the effected situation immediately upon notification by the County or pest control provider.
6. General maintenance to the building structure including, but not limited to, the maintenance of gas, water, sewer, ventilation, lighting, 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 area.
7. Adequate preparation, storage, and holding equipment and maintenance for same.
8. The County shall provide inmates for kitchen duties as specified in Section VII.E.1.b. herein.
9. Security, control, and limitation of inmate movement in, to, and from the food service area, including physical security of employees, suppliers, and other authorized visitors.
10. Maintain kitchen appliances and equipment in proper working order on an on-going basis.

XI. USE OF EXISTING DOCUMENTS

The County will cooperate to the fullest extent in making available to the proposer for his/her use all documents pertinent to providing the subject services. The County makes no warranty as to the accuracy of these documents nor will the County accept any responsibility for errors or omissions which may arise as a result of the proposer relying on them.

XII. CONTRACT PERIOD

Request for Proposals

Food Services at the Detention Center

PUR-1390

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- A. The contract entered into pursuant to this RFP shall be for a one (1) year period, tentatively to commence June 7, 2018, with an option by the County to renew for up to four (4) additional consecutive one-year periods, subject to written notice given by the County at least sixty (60) calendar days in advance of its expiration date.
- B. There shall be no lapse in any service during the transition between the services provided directly by the WCDC personnel and the successful proposer for the contract tentatively beginning June 7, 2018.
- C. If the proposer wishes to renew the contract, he/she must submit a letter of intent to the Washington County Director of Purchasing at least one hundred twenty (120) calendar days prior to the expiration of any annual contract term. The County reserves the right to accept or reject any request for renewal. Annual price increases or decreases (applied to per-meal prices) to cover contract years two (2) through five (5) shall be made in proportion to the change (increase or decrease) in the Producer Price Index (P.P.I.) July (final) listing. P.P.I. information may be obtained on line at website: www.bls.gov/ppi under detailed statistics, utilize PCU311 Food mfg. All extensions of the contract term are subject to available funding and performance by the proposer satisfactory to the County.
- D. Documentation supporting any price increase/decrease shall be limited to once annually and must be submitted at the time of the re-determination of prices for renewal.
- E. Any significant change to the scope of services requested by the County may require price adjustment negotiated to the mutual agreement of both parties.
- F. The successful proposer shall not consider the right of the County to extend the initial one-year contract term to constitute or imply any obligation by the County to renew the Contract.

XIII. COST SUMMARY

- A. The cost per meal prepared shall be indicated on the Proposal Form (Attachment B). Prices shall be submitted in the unit of measurement specified on the proposal form and shall include all overhead costs, profit and any delivery charges.
- B. The meal quantities provided on the Proposal Form are approximate and represent the estimated requirements of the WCDC for the initial contract period. Unit price and extended total prices shall be used only as a basis for evaluation of proposals and invoicing.
- C. Actual meal quantity necessary may be more or less than estimated listed in the RFP and the County shall be neither obligated nor limited to any specified amount.

XIV. LIQUIDATED DAMAGES

Performance shall be monitored by the WCDC's compliance coordinator. Failure to meet any required criteria, at any time, shall result in the proposer being responsible for the Liquidated Damages outlined herein. A letter shall be forwarded to the proposer by Certified mail stating the infraction and allowing the proposer forty-eight (48) hours to come into compliance. A one-time charge of

Liquidated Damages in the amount of Three Hundred (\$300.00) Dollars shall be assessed on any non-compliance item that cannot be retroactively corrected. Should the proposer fail to perform as specified in this RFP, it is understood that the County will deduct from any outstanding invoice an amount equal to Three Hundred (\$300.00) Dollars per calendar day until such time as the proper work is performed in accordance with the resulting contract. As evidenced by submitting a proposal, it is understood that this is not a penalty, but is, in fact, a liquidated damage.

XV. AFFIDAVIT

Each proposal must be accompanied by fully executed Non-Collusion / Anti-Bribery Affidavit (Attachment C) executed by the proposer, or if the proposer is a corporation, by a duly authorized representative of said corporation, on form provided.

XVI. BILLING AND PAYMENT

- A. Payment shall be made as outlined herein. All invoices shall be paid within thirty (30) calendar days based on the unit prices contained in the Proposal Form that is a part of this RFP. Payment will be made for work satisfactorily completed during the calendar week prior to billing unless any item thereon is questioned, in which payment shall be withheld pending verification of the amount claimed and validity of the claim.
- B. All invoices shall be submitted to the WCDC no later than seven (7) calendar days following the week incurred.
- C. Invoices shall be prepared in an itemized format that shall provide the WCDC with the information required for verification. Itemized invoices for services performed shall list: (1) the actual number of meals served by type, i.e., basic, special diet, inmate, staff, sack, etc.; (2) the cost of each meal; and (3) the dates for which services were provided.

XVII. BONDING AND INSURANCE REQUIRED

- A. An acceptable Bidder's Bond in the amount of five (5%) percent of the total base proposal for a one-year period shall accompany the proposal at the time of the proposal submittal. When calculating the bid bond, the proposer shall use the provided estimated annual number of meals multiplied by the cost per meal for the one-year period.
- B. Within ten (10) calendar days after notice of contract award, the successful proposer shall execute the written contract and provide an acceptable performance bond on the attached Performance Bond Form (Attachment E). The performance bond shall be in the amount of the total base proposal and shall be executed by the successful proposer and a corporate surety company authorized to transact business in the State of Maryland.
- C. The successful proposer must show evidence of Insurance as outlined in the attached copy of *Insurance Requirements for Independent Contractors* policy (Attachment A) prior to execution of a contract.

XVIII. RETENTION OF RECORDS

The successful proposer shall retain and maintain all records and documents relating to this contract for three (3) years after the final payment by the County hereunder or any applicable statute of limitations or accreditation standards, whichever is longer, and shall make them available for inspection and audit by authorized representatives of the County, at all reasonable times.

XIX. PRE-PROPOSAL CONFERENCE AND SITE VISIT

A Pre-Proposal Conference will be held on **Monday, April 23, 2018 at 10:00 A.M., (EST)** at the WCDC, Administration and Records, 500 Western Maryland Parkway, Hagerstown, Maryland. Attendance at the Pre-Proposal Conference is not mandatory, but is strongly encouraged. A site visit at the WCDC shall be conducted by the WCDC Warden immediately following the Pre-Proposal Conference or through a scheduled appointment by contacting the Warden at 240-313-2135.

XX. TERMS AND CONDITIONS

- A. The County reserves the right to reject any or all proposals or to award the contract to the next recommended proposer if the successful proposer does not execute a contract within fifteen (15) days after notice of award of the contract.
- B. The Board of County Commissioners of Washington County, Maryland reserves the right to accept or reject any or all proposals, to waive formalities, information, and technicalities therein. The Board reserves the right to contact a Proposer for clarifications and may, at its sole discretion, allow a Proposer to correct any and all formalities, informalities and technicalities, and to take whatever action is determined to be in the best interest of Washington County by the Washington County Coordinating Committee.
- C. Any proposal may be withdrawn up until the date and time set above for the opening of the proposals. Any proposals not so withdrawn shall constitute an irrevocable offer, for a period of one hundred twenty (120) calendar days, to sell to the County the services set forth in the above Scope of required services.
- D. Any agreement or contract resulting from the acceptance of proposal shall be on forms approved by the County and shall contain, as a minimum, applicable provisions of the request for proposal. The County reserves the right to reject any agreement that does not conform to the request for proposal and any County requirements for agreements and contracts.
- E. The proposer shall not assign any interest in the contract and shall not transfer any interest in the same without prior written consent of the Washington County Sheriff or his designee.
- F. No reports, information or data given to or prepared by the proposer under the contract shall be made available to any individual or organization by the proposer without the prior written approval of the Washington County Sheriff or his designee.
- G. Proposers should give specific attention to the identification of those portions of their proposals that they deem to be confidential, proprietary information or trade secrets and provide any justification why such materials, upon request, should not be disclosed by the

County under the Access to Public Records Act, State Government Article, Title 10, Subtitle, 6, Annotated Code of Maryland.

- H. The County reserves the right to not hold discussions after award of the contract.
- I. By submitting a proposal, the proposer agrees that he/she is satisfied, as a result of his/her own investigations of the conditions set forth in this request, **that he/she has performed a site visit to the WCDC**, and fully understands his/her obligations.
- J. This solicitation is issued pursuant to the implementation of Section 5 of the Washington County Procurement Policy Manual relative to Requests for Proposals (RFP) – Professional/Technical Consultant Selection that can be viewed at: <https://www.washco-md.net/wp-content/uploads/2017/07/ProcurementPolicy.pdf> and no proposal preparation expense will be paid by the County relative to any response to this solicitation.
- K. Proposers must have their proposals completed by in-house personnel and if an oral presentation is requested, it must be made by officers or employees, as requested, as opposed to retaining proposers and/or representatives for these tasks.
- L. The proposer shall abide by and comply with the true intent of this RFP and its Scope of Work and not take advantage of any unintentional error or omission, but shall fully complete every part as the true intent and meaning of the scope of services, as decided by the County, and as described herein.
- M. The food service delivery system must conform to state standards for food services provided in correctional institutions as established by the Maryland Commission on Correctional Standards (MCCS) and as established by the National Commission of Correctional Health Care (NCCHC). Generally, health care at the WCDC should be equivalent to that available in the community.
- N. Security necessary by the proposer shall include: security of utensils (including knives); security of keys; supervision of inmate worker movement within the food service area; securing doors, windows, etc. all measures must be taken to protect the County from potential liability litigation.
- O. Policies and Procedures of the proposer relating to food services are to be established and implemented solely by the proposer. In areas which impact upon the security and general administration of the WCDC, the Policies and Procedures of the proposer are subject to the review and approval of the Sheriff or his/her designee without limiting the responsibility of the proposer to make its own food services judgements or the discretion of the County to perform its responsibilities under law.
- P. The County retains the right to review and approve Policies and Procedures of the proposer in any other area affecting the performance of its responsibilities under law.
- Q. Political Contribution Disclosure: The proposer shall comply with Article 33, Sections 14-101 through 14-104 of the Annotated Code of Maryland, which requires that every person that enters into contracts, leases, or other agreements with the State, a county, or any

incorporated municipality, or their agencies during a calendar year in which the person receives in the aggregate \$100,000 or more, shall file with the State Administrative Board of Election Laws a statement disclosing contributions in excess of \$500 made during the reporting period to a candidate for elective office in any primary or general election. The statement shall be filed with the State Administrative Board of Election Laws; (1) before a purchase or execution of a lease or contract by the State, a county, an incorporated municipality or their agencies, and shall cover the preceding two (2) calendar years; and (2) if the contribution is made after the execution of a lease or contract, then twice a year, throughout the contract term, on: (a) February 5, to cover the 6-month period ending January 31; and (b) August 5, to cover the 6-month period ending July 31.

- R. Effective October 1, 1993, in compliance with Section 1-106(b)(3) of the Code of the Public Local Laws of Washington County, Maryland, if a bidder has not paid all taxes owed to the County or a municipal corporation in the County, the County Commissioners may reject the bidder's bid.
- S. All work shall be done in accordance with Washington County Standards and those of any Municipal, State or Federal agencies having jurisdiction.
- T. The selected proposer will be required to enter into a contract agreement with the County.

XXI. INTERPRETATIONS, DISCREPANCIES AND OMISSIONS

It is the proposer's responsibility to become familiar with all information provided in this package and any other information considered necessary to make a proposal. Should any proposer find discrepancies, in, or omissions from the documents or be in doubt of their meaning, he should at once request, in writing, an interpretation from: Rick F. Curry, CPPO, Director of Purchasing, Washington County Purchasing Department, Washington County Administration Complex, 100 West Washington Street, Room 3200, Hagerstown, Maryland 21740, FAX: 240-313-2331; or send questions in Microsoft Word platform via-email to purchasingquestions@washco-md.net

All necessary interpretations will be issued to all proposers in the form of addenda to the specifications, and such addenda shall become part of the contract documents. **Requests received after 4:00 P.M. (EST), Monday, April 30, 2018, may not be considered.** Every interpretation made by the County will be made in the form of an addendum that, if issued, will be sent by the Purchasing Director to all interested parties.

XXII. PROPOSALS AND AWARD SCHEDULE

- A. Proposals received prior to the deadline will be treated as confidential. Proposals received after the deadline will not be considered in the evaluation process and will be returned unopened.
- B. It is expected that the contract award will be made within thirty (30) calendar days after the receipt of proposals. The contract will be awarded to the proposer whose proposal, conforming to this request; will be the most advantageous to the County.
- C. Proposals must give the full name and address of proposer, and the person signing the proposal should indicate his/her title and/or authority to bind the firm in a contract.

- D. Proposals cannot be altered or amended after they are opened.
- E. Price proposals which accompany submittals that are determined to be unacceptable to the Coordinating Committee will be returned unopened to the proposer.

XXIII. SUBMITTALS

All interested firms shall send one (1) original and five (5) copies of submittals of Qualifications and Experience/Technical information, enclosed in a sealed opaque envelope marked “**Q & E/Technical Proposal – Food Services**”, and one (1) original and five (5) copies of the Price Proposal enclosed in a separately sealed opaque envelope marked “**Price Proposal – Food Services**” into the Office of Rick F. Curry, CPPO - Director of Purchasing, Washington County Purchasing Department, Washington County Administration Complex, 100 West Washington Street, Third Floor, Room 3200, Hagerstown, MD 21740; submittals are due no later than **4:00 P.M. (EST), Wednesday, May 8, 2018**. The Washington County Coordinating Committee will evaluate the submittals. Failure to comply with providing the above required information for the Committee's review may result in disqualification of that firm. Inquiries should be directed to Rick Curry, CPPO - Director of Purchasing at 240-313-2330.

The Board of County Commissioners of Washington County, Maryland, reserves the right to accept or reject any or all bids, to waive formalities, informalities and technicalities therein. The Board reserves the right to contact a Bidder for clarifications and may, at its sole discretion, allow a Bidder to correct any and all formalities, informalities and technicalities in the best interest of the Washington County. The Board of County Commissioners of Washington County also reserves the right to reject the proposal of a firm who has previously failed to perform properly or complete on time contracts of a similar nature or a proposal of a firm which investigation shows is not in a position to perform the contract.

Sincerely,



Rick Curry, CPPO
Director of Purchasing

WASHINGTON COUNTY
COORDINATING COMMITTEE

RFC/ljt

Attachments (5)

cc: Coordinating Committee Members (via e-mail)

POLICY TITLE: Insurance Requirements for Independent Contractors

ADOPTION DATE: August 29, 1989

EFFECTIVE DATE: September 1, 1989

FILING INSTRUCTIONS: _____

I. PURPOSE

To protect Washington County against liability, loss or expense due to damaged property, injury to or death of any person or persons and for care and loss of services arising in any way, out of, or in connection with or resulting from the work or service performed on behalf of Washington County.

II. ACTION

The following should be inserted in all Independent Contractor Contracts:

"The Contractor shall procure and maintain at his sole expense and until final acceptance of the work by the County, insurance as hereinafter enumerated in policies written by insurance companies admitted in the State of Maryland, have A.M. Best rating of A- or better or its equivalent, and acceptable to the County."

1. **Workers Compensation:** The Contractor agrees to comply with Workers Compensation laws of the State of Maryland and to maintain a Workers Compensation and Employers Liability Policy.

Minimum Limits Required:

Workers Compensation -	Statutory
Employers Liability -	\$100,000 (Each Accident)
	\$500,000 (Disease - Policy Limit)
	\$100,000 (Disease - Each Employee)

2. **Comprehensive General Liability Insurance:** The Contractor shall provide Comprehensive General Liability including Products and Completed Operations.

Minimum Limits Required:

\$1,000,000 combined single limit for Bodily Injury and Property Damage.

Such insurance shall protect the County, its agents, elected and appointed officials, commission members and employees, and name Washington County on the policy as additional insured against liability, loss or expense due to damaged property (including loss of use), injury to or death of any person or persons and for care and loss of services arising in any way, out of, or in connection with or resulting from the work of service performed on behalf of Washington County.

2. **Comprehensive General Liability Insurance** (continued)

The Contractor is ultimately responsible that Subcontractors, if subcontracting is authorized, procure and maintain at their sole expense and until final acceptance of the work by the County, insurance as hereinafter enumerated in policies written by insurance companies admitted in the State of Maryland, have A.M. Best rating of A- or better or its equivalent, and acceptable to the County.

3. **Business Automobile Liability:** The Contractor shall provide Business Auto Liability including coverage for all leased, owned, non-owned and hired vehicles.

Minimum Limits Required:

\$1,000,000 combined single limit for Bodily Injury or Property Damage.

Certificate(s) of Insurance: The Contractor shall provide certificates of insurance requiring a 30 day notice of cancellation to the Insurance Department, Board of County Commissioners of Washington County prior to the start of the applicable project.

Approval of the insurance by the County shall not in any way relieve or decrease the liability of the Contractor. It is expressly understood that the County does not in any way represent that the specified limits of liability or coverage or policy forms are sufficient or adequate to protect the interest or liabilities of the Contractor.

All responsibility for payment of any sums resulting from any deductible provisions, corridor, or self-insured retention conditions of the policy or policies shall remain with the Contractor.

General Indemnity: The Contractor shall indemnify, defend and save harmless the Board of County Commissioners of Washington County, its appointed or elected officials, commission members, employees and agents for any and all suits, legal actions, administrative proceedings, claims, demands, damages, liabilities, interest, attorneys fees, costs and expenses of whatsoever kind of nature, whether arising before or after final acceptance and in any manner directly or indirectly caused, occasioned or contributed to in whole or in part by reason of any act, error or omission, fault or negligence whether active or passive by the Contractor, or any one acting under its direction, control or on its behalf in connection with or incident to its performance of the Contract.

Revision Date: August 27, 1991
Effective Date: August 27, 1991
Revision Date: March 4, 1997
Effective Date: March 4, 1997

**PUR-1390
 REQUEST FOR PROPOSALS
 REGARDING QUALIFICATIONS AND EXPERIENCE/
 TECHNICAL PROPOSALS AND PRICE PROPOSALS
 FOOD SERVICES AT THE
 WASHINGTON COUNTY DETENTION CENTER
 IN HAGERSTOWN, MARYLAND**

FORM OF PROPOSAL

The Firm Of: _____

Hereby agrees to provide the requested services as defined in the proposal, attachments thereto, and Addenda No. _____, Dated _____; No. _____, Dated _____; No. _____, Dated _____ for the following amounts. Amounts shall be show in both words and figures. The written amount shall govern.

Item No.	Description	Unit	Estimated Annual Quantity	Unit Price	Total Price
1	Inmate/Sack/Court/Medical- Religious Meal @ _____ Dollars _____ Cents per	EACH	383,250	\$ _____	* \$ _____

2	Staff Meal @	EACH	21,900	\$ _____	*\$ _____
	_____ Dollars				
Sum Total Item Nos. 1 through 2 (*items above) @				Sum Total (*items above)	
_____ Dollars				\$ _____	
_____ Cents				(Written in Numerals)	

In further description of this proposal, we desire to submit sheets marked as follows:

Bidding under the Firm Name of: _____

Address of: _____

Federal Employer Identification Number _____

which is (Check one of the following):

() Corporation, incorporated under the laws of the State of:

() Partnership, consisting of (List Partners)

() Assumed Name (Register No.) _____

() Individual

AUTHORIZED SIGNATURE OF OFFICER OF THE FIRM: _____

PRINTED NAME AND TITLE: _____

E-MAIL ADDRESS: _____

DATE: _____

TELEPHONE & FAX NUMBERS: _____

REMARKS/EXCEPTIONS: _____

When payment on such order or contract is to be directed to the same company at an address different from above, fill in the following address:

The Contractor shall not assign this contract without the approval of the Board of County Commissioners of Washington County, Maryland.

PUR-1390
WASHINGTON COUNTY, MARYLAND
PURCHASING DEPARTMENT
AFFIDAVIT

(Must be completed, signed, and submitted with the bid.)

Contractor _____

Address _____

Telephone _____ Bid Number (PUR-1390)

I, _____, the undersigned, _____ of the above named
(Print Signer's Name) (Print Office Held)

Contractor does declare and affirm this _____ day of _____, that I hold the aforementioned office in the above
named Contractor and I affirm the following:
(Month) (Year)

AFFIDAVIT I

The Contractor, his Agent, servants and/or employees, have not in any way colluded with anyone for and on behalf of the Contractor or themselves, to obtain information that would give the Contractor an unfair advantage over others, nor have they colluded with anyone for and on behalf of the Contractor, or themselves, to gain any favoritism in the award of the contract herein.

AFFIDAVIT II

No officer or employee of Washington County, whether elected or appointed, has in any manner whatsoever, any interest in or has received prior hereto or will receive subsequent hereto any benefit, monetary or material, or consideration from the profits or emoluments of this contract, job, work or service for the County, and that no officer or employee has accepted or received or will receive in the future a service or thing of value, directly or indirectly, upon more favorable terms than those granted to the public generally, nor has any such officer or employee of the County received or will receive, directly or indirectly, any part of any fee, commission or other compensation paid or payable to the County in connection with this contract, job, work, or service for the County, excepting, however, the receipt of dividends on corporation stock.

AFFIDAVIT III

Neither I, nor the Contractor, nor any officer, director, or partners, or any of its employees who are directly involved in obtaining contracts with Washington County have been convicted of bribery, attempted bribery, or conspiracy to bribe under the laws of any state or of the federal government or has engaged in conduct since July 1, 1977, which would constitute bribery, attempted bribery, or conspiracy to bribe under the laws of any state or the federal government.

AFFIDAVIT IV

Neither I, nor the Contractor, nor any of our agents, partners, or employees who are directly involved in obtaining contracts with Washington County have been convicted within the past twelve (12) months of discrimination against any employee or applicant for employment, nor have we engaged in unlawful employment practices as set forth in Section 16 of Article 49B of the Annotated Code of Maryland or, of Sections 703 and 704 of Title VII of the Civil Rights Act of 1964.

I do solemnly declare and affirm under the penalties of perjury that the contents of the foregoing affidavits are true and correct to the best of my knowledge, information and belief.

DATE

SIGNATURE

COMPANY NAME PRINTED

PRINTED NAME

PUR-1390
Rev. 2/29/08

TITLE

GOVERNMENT-WIDE
DEBARMENT AND SUSPENSION

Background and Applicability:

In conjunction with the Office of Management and Budget and other affected Federal agencies, DOT published an update to 49 CFR Part 29 on November 26, 2003. This government-wide regulation implements Executive Order 12549, *Debarment and Suspension*, Executive Order 12689, *Debarment and Suspension*, and 31 U.S.C. 6101 note (Section 2455, Public Law 103-355, 108 Stat. 3327).

The provisions of Part 29 apply to all grantee contracts and subcontracts at any level expected to equal or exceed \$25,000 as well as any contract or subcontract (at any level) for Federally required auditing services, 49 CFR 29.220(b). This represents a change from prior practice in that the dollar threshold for application of these rules has been lowered from \$100,000 to \$25,000. These are contracts and subcontracts referred to in the regulation as “covered transactions.”

Grantees, Contractors, and Subcontractors (at any level) that enter into covered transactions are required to verify that the entity (as well as its principals and affiliates) they propose to contract or subcontract with is not excluded or disqualified. They do this by (a) Checking the Excluded Parties List System, (b) Collecting a certification from that person, or (c) Adding a clause or condition to the contract or subcontract. This represents a change from prior practice in that certification is still acceptable but is no longer required, 49 CFR 29.300.

Grantees, Contractors, and Subcontractors who enter into covered transactions also must require the entities they contract with to comply with 49 CFR 29, Subpart C and include this requirement in their own subsequent covered transactions (i.e., the requirement flows down to subcontracts at all levels).

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the Contractor is required to verify that none of the Contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The Contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal, the Bidder or proposer certifies as follows: The certification in this clause is a material representation of fact relied upon by the *County*. If it is later determined that the Bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the *County*, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

The Bidder agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer.

The Bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Company Name _____

Signature of Contractor’s Authorized Official _____

Printed Name of Contractor’s Authorized Official _____

Printed Title of Contractor’s Authorized Official _____

Date _____

PERFORMANCE BOND

Board of County Commissioners of Washington County, Maryland

Bond No.: _____ Bond Date: _____ Contract No.: PUR-1390

KNOW ALL MEN BY THESE PRESENTS, that we _____

(Here insert full name and address or legal title of Contractor, including zip code)

a corporation of the State of _____ and authorized to do business in the State of Maryland,
hereinafter called the **Principal** and

(Here insert full name and address or legal title of Surety, including zip code)

hereinafter called the “**Surety**”, are held and firmly bound unto the Board of County Commissioners of Washington County, Maryland, hereinafter called the **County**, the sum of _____ Dollars (\$_____) lawful money of the United States for the payment of which sum well and truly to be made, the Principal and the Surety bind themselves, their heirs, personal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into or will enter into a contract with the County for _____

The contract referenced above and all items incorporated into the contract, together with any and all changes, extensions of time, alterations, modifications, or additions to the contract or to the work to be performed thereunder or to the Plans, Specifications, and Special Provisions, or any of them, or to any other items incorporated into the contract shall hereinafter be referred to as the “**Contract**”.

NOW, THEREFORE, during the original term of said Contract, during any extensions thereto that may be granted by the County, and during the guarantee and warranty period, if any, required under the Contract, unless otherwise stated therein, this Performance Bond shall remain in full force and effect unless and until the following terms and conditions are met:

1. Principal shall well and truly perform the Contract; and
2. Principal and Surety shall comply with the terms and conditions in this Performance Bond.

Whenever Principal shall be declared by the County to be in default under the Contract, the Surety may, within fifteen (15) days after notice of default from the County, notify the County of its election to either promptly proceed to remedy the default or promptly proceed to complete the contract in accordance with and subject to its terms and conditions. In the event the Surety does not elect to exercise either of the above stated options, then the County thereupon shall have the remaining contract work completed, Surety to remain liable hereunder for all expenses of completion up to but not exceeding the penal sum stated above.

The Surety for value received hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract or to the work to be performed thereunder of the Specifications accompanying the same shall in any way affect its obligations on this Performance Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder of the specifications accompanying the same.

This Performance Bond shall be governed by and construed in accordance with the laws of the State of Maryland and any reference herein to Principal or Surety in the singular shall include all entities in the plural who or which are signatories under the Principal or Surety heading below.

IN WITNESS WHEREOF, Principal and Surety have set their hands and seals to this Performance Bond. If any individual is a signatory under the Principal heading below, then each such individual has signed below on his or her own behalf, has set forth below the name of the firm, if any, in whose name he or she is doing business, and has set forth below his or her title as a sole proprietor. If any partnership or joint venture is a signatory under the Principal heading below, then all members of each such partnership or joint venture, and each member has set forth below his or her title as a general partner, limited partner, or member of joint venture, whichever is applicable. If any corporation is a signatory under the Principal or Surety heading below, then each such corporation has caused the following: the corporation's name to be set forth below, a duly authorized representative of the corporation to affix below the corporation's seal and to attach hereto a notarized corporate resolution or power of attorney authorizing such action, and each such duly authorized representative to sign below and to set forth below his or her title as a representative of the corporation. If any individual acts as a witness to any signature below, then each such individual has signed below and has set forth below his or her title as a witness. All of the above has been done as of the Date of Bond shown above.

Signed, and sealed this _____ day of _____, 2018, in four counterparts each of which shall without proof of accounting for the other counterparts be deemed an original hereof.

WITNESS:

(Typed Name of Principal)

(Signed Name of Principal)

(Typed Name and title of witness)

(Signed Name of Witness)

(Seal)

(Typed Name and Telephone Number of Contact)

WITNESS:

(Typed Name of Surety)

(Signed Name of Surety)

(Typed Name and title of witness)

(Signed Name of Witness)

(Seal)

(Typed Name and Telephone Number of local agent)