



PROCUREMENT DEPARTMENT

Teria G. Sheffield
Procurement Director

SOLICITATION TYPE: Request for Proposals

DATE: 2/4/2025

ID Number: 2958

Title: Food Services for Detention Center

Due Date/Time: March 5, 2025 at 3:00 p.m.e.s.t.

LATE SUBMITTALS WILL NOT BE ACCEPTED

Opening Location:

Government Center Building
Room 4200
6 S. Congress St., York, SC 29745

Voluntary Pre-Solicitation Conference:

Tuesday, February 25 at 2:00 p.m.
Moss Justice Center
Detention Roll Call Room A, Building III
1675 York Hwy, York, SC 29745

Point of Contact: Bryant Cook, Procurement Manager

Questions Deadline: February 27, 2025 by 4:00 p.m.

Tentative Date of Council Approval: April 8, 2025

SECTION 1 SCOPE OF WORK AND SPECIFICATIONS

1.1 Description

The purpose of this request is to solicit only qualified Offerors who can offer food services for the York County Detention Center located at 1675 York Highway (HWY #5), York, SC.

1.2 Scope

The Offeror shall furnish all management, labor, food, materials and supplies necessary to provide food services for the York County Detention Center and correctional staff members, including special diet meals, 7-days a week, for a period of 3 years with the option for two (2) additional 1year consecutive renewals.

1.3 Contracting Officer

The jail administrator, or designee, shall act as the agent of the York County Detention Center for the purpose of serving as the York County Detention Center contact person for the successful Offeror.

The jail administrator is responsible for overseeing performance and completion of the contract pursuant to its terms and receiving, reviewing, and processing billings from the Offeror, conducting periodic inspections of the food service area and reviewing menus in their respected facility.

1.4 Food Service Manager

a. The successful Offeror shall provide a trained food service manager with at least 12-months experience in detention food service management or similar experience in correctional facilities, who will work with the Detention Center and Prison administration.

b. The Offeror shall provide the resume and qualifications of the actual manager to be assigned to the facility. The prospective manager is to be available for an interview if a presentation is required before award of contract. The manager will be assigned solely to the Moss Justice Center's Detention Center.

c. Employment of the manager and all other employees of the Offeror at the facility will be subject to review and approval by the jail administrator, or his designee. The jail administrator, or his designee, reserves the right to require the Offeror to remove any employee from the facility at the jail administrator's or his designee's discretion.

1.5 Nutrition Consultant

The successful Offeror shall provide a full time qualified nutrition consultant, who is at minimum, a certified dietician and is licensed by the State of South Carolina, to review menus. The Detention Center administration also reserves the right to consult with other dieticians for review of menus and associated nutritional information.

1.6 Staffing

The Offeror shall be required to provide full time on site staff and maintain the following minimum level:

- a. 1- each food service director
- b. 2- each assistant food service managers/line supervisors
- c. 4- each cook supervisors

The Offeror shall provide sufficient staff at all times to provide for the efficient operation of food service. The Detention Center shall attempt to provide sufficient inmate labor for meal delivery, sanitation and other activities that the Detention Center and the Offeror determine can be appropriately handled by inmate labor.

Should inmate labor not be available, the Offeror shall ensure that sufficient employees are present to provide all such services.

All Proposers shall indicate in their Proposal the desired number of inmate workers required in the kitchen, as well as a daily schedule and job positions.

1.7 Minimum Wage

- a. The Offeror shall pay minimum wage as defined by the State of South Carolina, or higher wages.
- b. Inmates ARE NOT paid.

1.8 Background Investigations

- a. The Offeror's employees will be subject to a background investigation and security checks as is normally required for personnel of the Detention Center.
- b. The Offeror shall be responsible for background checks; however the Detention Center staff can deny employment.
- c. The Detention Center reserves the right to deny any Offeror's employees access to the facility that does not meet established security clearances or obey Detention Center's established rules and regulations.

- d. Final selection of all Offeror employees at the Detention Center shall be pending the approval of the jail administrator, or his designee.

1.9 Physical Examinations

All employees shall be required to undergo periodic physical exams as specified by the State of South Carolina and local regulations at the Offeror's expense.

1.10 Orientation Training

The Offeror's employees must attend orientation classes and in-service training as mandated by the Detention Center and the State of South Carolina. Such training will be provided by the Detention Center, but employees' salaries for that time will be the responsibility of the Offeror.

1.11 Conduct of the Offeror's Employees

The Offeror shall instruct his employees that all rules and regulations, policies and procedures established by the Detention Center shall be strictly adhered to.

In addition:

- a. The Offeror shall prohibit his employees from personal use of the telephone or office equipment provided for official Detention Center business.
- b. All Offeror personnel shall be required to comply with Detention Center and State of South Carolina rules and regulations concerning food service.
- c. All Offeror personnel may be required to wear identification badges issued by the Detention Center.
- d. No food, supplies, material or equipment provided, acquired or utilized in the performance of the contract shall be removed from the corrections facility for personal use or used in any manner not provided herein without approval from the jail administrator, or his designee.
- e. The Offeror's employees shall not fraternize with inmates or Detention Center employees.

1.12 Supervision of Inmate Workers

The Offeror shall at all times provide sufficient qualified staff to supervise, any inmates assigned to the food service area while performing their job assignment, including, but not limited to, food preparation, staging of trays, receiving materials and sanitation.

The Offeror shall be responsible for documenting on specified forms and notifying security personnel of rule violations by inmates working in the food service section of the facility.

The Detention Center staff shall be responsible for taking the necessary steps for disciplinary action, where appropriate. The Offeror shall have the right to request that the Detention Center's administration remove inmate personnel from assignment to the food service area.

1.13 Staffing Proposal Requirements

The Offeror shall provide with his Proposal:

- a. Individual job descriptions and levels of responsibility.
- b. A detailed sample of scheduled hours for inmate workers.

1.14 Contract Supervision

The Detention Center administration shall appoint a person from its staff to oversee the contract. This person shall randomly check for contract compliance. The Offeror shall fully cooperate with this person in obtaining all requested information.

1.15 Food Specifications

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

1.16 Raw Food

a. The following are the minimum specifications for raw food; higher but not lower grades can be purchased. The Offeror will use commodities as much as possible.

- All meals shall be turkey or chicken based and shall be at least USDA Choice. Beef or pork base is not acceptable.
- Poultry shall be of at least USDA Grade A and shall not be on a bone.
- Canned fruits and vegetables shall be of at least USDA Grade C
- Frozen fruits and vegetables shall be of at least USDA Grade B.
- Fresh produce shall be of at least USDA No. 2.
- Dairy products shall be of at least USDA Grade A.
- Eggs shall be of at least USDA Grade A Medium.

b. The following food items are not approved for consumption or used in the preparation of inmate meals at the York County Detention Center:

- No pork

- No fish
- No chicken that contains a bone
- No beef; however, beef base seasoning is permitted
- No smoke flavoring or seasoning
- No salt or pepper packets on inmate trays/ styrofoam containers (Detention Center only).
- Only bulk pepper permitted for cooking purposes only
- No cayenne pepper seasoning permitted
- No whole raw fruit (Does not include fruit provided in the supplemental meal bags or emergency snack bags)
- No chocolate milk
- No calcium packets
- No deep fried foods

1.17 Commodities

The successful Offeror agrees to assist the Detention Center 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 Offeror. If surplus food is used, the Offeror agrees to fully utilize all appropriate surplus food commodities obtained by the Detention Center from the US Department of Agriculture.

Commodities should not be used in calculating meal prices. The difference between the cost of the commodities received for each month and current market cost for such commodities shall be applied as a credit and applied to the next invoice to the Detention Center.

The Offeror shall follow all record keeping requirements of the USDA for purchasing surplus food.

1.18 Meal Standards

All meals shall meet current RDA requirements. All menus shall provide 3000 calories per day. All foods will be served fresh, in a reasonable variety and at appropriate temperatures. Portion sizes shall be specified on the proposed menus as serving (cooked) weight unless otherwise specified.

The Offeror shall provide 3-hot meals per day for the Detention Center, 365 days per year, as required by county departments. White 2% milk shall be served daily during the breakfast meal.

The Detention Center will furnish a vehicle to transport food to and from the Detention Center Main and Detention Center Annex buildings as needed.

1.19 Food Inventory

The Offeror shall be responsible for purchasing and receiving all food necessary for preparation of each meal in sufficient quantity to meet the needs of inmates and staff during the period of the contract.

The Offeror must maintain, at a minimum, a 10-day supply of foodstuffs on hand.

All inventories shall be rotated regularly and the Offeror shall ensure that the food items are not served after the manufacturer's expiration date. The Offeror shall retain ownership of such inventory.

1.20 Meal Count

The Detention Center will order inmate meals, staff meals, special diet meals and sack meals at times mutually agreeable to the jail administrator, or his designee, and the Offeror.

The Offeror shall prepare sufficient additional meals in the event of newly arrived inmates.

1.21 Pre-Plating for the Detention Center

All meals shall be portioned on trays in the kitchen and placed in a cart in the staging area.

Inmate workers will deliver the carts with trays and beverages to the housing units. If the pre-plating is done by inmate workers, it shall be under the direct supervision of food service staff.

Meals needing to be transported to the Detention Center Annex will be transported in insulated containers (in bulk) by food service staff to the Annex. Meals for the Annex will be portioned on trays in the Annex kitchen, and placed in a cart the staging area to be delivered by the inmate workers. If the pre-plating is done by inmate workers, it shall be under the direct supervision of food service staff.

The Offeror shall supervise the plating of inmate meals (correctional officers and inmates will deliver the trays to the housing areas) and sanitation of the trays after the meal period.

1.22 Meal Schedules

The Offeror shall provide three (3) full, nutritionally balanced meals each day at regularly scheduled times as follows:

• Breakfast	Start: 6:00 AM	End: 7:00 AM
• Lunch	Start: 11:30 AM	End: 1:00PM
• Dinner	Start: 6:00 PM	End: 7:00 PM

Meals for inmates returning late from court or late "book-ins" will be provided until 1:00 pm for lunch and 7:00 pm for dinner. These times may be changed at the discretion of the jail administrator, or his designee.

1.23 Jail Staff Meals

Jail staff meals are to be provided in the staff dining area. Meals are available for staff between the hours of 11:00am-2:00pm. Staff meals must be prepared by Offeror employees, inmates are not allowed to prepare staff meals. Staff meals should be at the cost of \$2.00 per meal. Offeror may utilize the coin machine in the staff dining area in order for staff to pay for these meals prior to receiving.

Staff requesting meals that would be duplicate of the inmate meal tray to be delivered with the meal carts shall be charged to the County at the same rate as inmate meals. (There is approximately 142 full time staff at the facility.)

Offeror shall provide a well-stocked 24-hour salad bar for Detention Center staff. The salad bar should be checked/stocked a minimum of twice daily to ensure there is enough items for staff working both day shift and night shift. There shall be no cost to staff for access to the Salad Bar.

All Proposers shall indicate the type of service proposed for the staff.

The Offeror shall provide refreshments, when requested by the jail administrator, or his designee, for special events such as business meetings, etc. The cost of these events will be invoiced separately from the daily meal costs.

1.24 Emergency/After Hours Meals

The Offeror shall provide emergency meal bags as needed. Emergency meal bags can be retrieved when the kitchen is closed for staff and/or inmates that cannot eat during regular meal times. Emergency meal bags will consist of, at minimum, two sandwiches, 1 piece of fruit, chips or similar item, dessert and a beverage. The Offeror shall vary emergency meal bag items to avoid repetition.

The Offeror shall submit a sample 1-week emergency meal bag menu with the proposal. The average number of emergency meal bags required are approximately 5 per day or as required by special diets or medical orders.

1.25 Menu Cycle

The menu cycle will be 4-weeks minimum and will be submitted for approval at least 30-days in advance. The Offeror shall submit, as part of his proposal, the proposed menu cycles to be served. The Detention Center reserves the right to request that the order of the menu be rearranged and that like or similar items be substituted if the need shall arise or if commodity is available.

1.26 Recipes

Where combination foods are on the menu, the Offeror shall have a file containing the recipe that provides the list of ingredients and their quantities; also, the number of servings and the size of each serving. Recipes for the menus shall be maintained on-site.

1.27 Substitution

Any substitution to the established menus shall be verified in advance with a dietician to determine the appropriateness of those substitutions. Any changes to the menu will be approved by the jail administrator or designee.

1.28 Special Diets/Supplemental Meal Bags

The Offeror shall provide special medical, religious, restricted diets (Nutraloaf), and vegetarian diets at no additional charge. A dietician shall review the contents of such meals to ensure their proper nutritional balance. The average number of diets being served is 125 per meal, but is subject to change to accommodate approved inmate needs.

- Special diets are to be prepared in Styrofoam containers or on a clearly identified tray .
- Nutraloaf shall be a combination of dietician approved food ingredients prepared and cooked in a “meatloaf” style so that it may be served and consumed without a tray or utensil.
- Suicidal inmates shall be served “finger food” items in a Styrofoam container. A celery stalk shall be provided in lieu of a utensil.
- Supplemental Meal bags shall consist of, at minimum, two sandwiches, 1 piece of fruit, chips or similar item, dessert (requires medical approval) and white 2% milk.
- Meals for Housing Unit A and Housing Unit I shall be prepared in Styrofoam containers. Housing Unit A averages 48 inmates and Housing Unit I averages 55 inmates, but is subject to change.

1.29 Records

The Offeror 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 contracting officer. Records of substitutions shall include the items and portion sizes, the reason for the substitution and verification that a dietician has been consulted when appropriate.

The Offeror shall maintain and provide such daily, weekly and monthly records as the contracting officer may require and shall maintain records for a minimum of 3-years.

1.30 Holiday/Spirit Lifter Meals

The Offeror is expected to provide, at no additional charge, a minimum of 5 holiday/spirit lifter meals annually. A copy of all proposed menus is to be included in the proposal.

1.31 Operations

The average daily population for the Detention Center is expected to be approximately 525 inmates on a daily basis.

1.32 Equipment

The Offeror and its employees must safeguard all property of the Detention Center. The Offeror shall allow employees to use York County's equipment only after they have been trained in its proper use. The Offeror shall be held responsible for damage resulting from negligence or carelessness on the part of its employees.

The Offeror shall notify the contracting officer immediately of the need for equipment repair and maintenance. The Detention Center will maintain all County owned equipment.

1.33 Keys

The Offeror is responsible for control of keys obtained from the Detention Center and the security of those areas for which the keys are given. The Offeror shall be responsible for immediately reporting all facts relating to any loss of keys or losses incurred as a result of break-ins to those areas.

No keys to any part of the facility may be duplicated. All keys will be provided by the Detention Center and made available at the beginning of the shift and turned in at the end of the shift. No keys shall leave the facility.

1.34 Offeror Express

The Offeror shall be responsible for all labor related costs, food costs and other expenses such as cleaning supplies, paper supplies, Styrofoam supplies, laundry and uniforms for his employees, insurance premiums and license fees, long distance expenses, office supplies, photocopies, and postage.

1.35 Knife Security

The Offeror agrees that all knives and kitchen utensils shall be numbered, counted, inventoried and locked for safe keeping, while in use be secured to work area with cable, in accordance with policy and procedures provided to the Offeror by the Detention Center administration.

1.36 Sanitation

The Offeror 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, Department of Corrections, OSHA, and other applicable federal and state laws.

1.37 Inspections

The Offeror shall agree to allow unscheduled visits by the contracting officer or his designee, by the Health Department, by the Department of Corrections and by 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.

SECTION 2 OTHER REQUIREMENTS

2.1 Failure to Perform

The Offeror shall perform the work in accordance with these specifications. Failure to perform the work as provided herein may result in a written notice to the Offeror terminating its right to proceed as to the whole or any part of the contract. In the event of such termination, the Offeror shall be liable to York County for any excess costs for such services.

Any cost incurred by York County due to failure of the Offeror to abide by the food service agreement, or to perform the necessary services as described herein will be borne by the successful Offeror.

2.2 Subcontract

The Offeror shall not subcontract or assign any portion of the food service operation or its rights or obligations under the contract without prior written consent of the Detention Center administration.

2.3 Discontinuance of Operation

Should it be necessary for York County to discontinue operations of its correctional institution for any reason, this contract shall become null and void.

2.4 Emergency Conditions

If the Detention Center kitchen should be damaged by fire, flood, riot or any event that would render the kitchen inoperable, the Detention Center administration shall determine, after consultation with the Offeror, whether and to what extent the kitchen is operable.

If the Offeror cannot then prepare and serve the required meals, the Detention Center administration, at its option, may continue with the contract or terminate without further obligation.

All Proposers must include in their proposal a detailed description of their emergency plan for providing alternate food service in case of an emergency such as mentioned above.

2.5 Damages and Equipment Loss

All tasks accomplished by the food services personnel will be performed so as to preclude damage or disfigurement to the site locations and/or building structures. Damage or loss of property, fixtures, or building structure as a result of negligence or intent by contract employees will be the responsibility of the Offeror. The County's expenses incurred for necessary repair or replacement will be reimbursed by the Offeror.

York County shall not be held responsible for the Offeror's equipment which may be lost, damaged, or stolen unless loss, damage or theft is through negligence of a York County employee.

2.6 Assignments

The successful Offeror shall not assign, transfer, convey, sublet or otherwise dispose of the contract, or his rights, title, or interest in or to the same of any part thereof, without previous consent, in writing to York County.

The contractor must possess the appropriate business licenses for the proposed services.

The Offeror must comply with all federal and State Employment/Labor regulations including those from the U.S. "Occupational Safety and Health Administration". Only authorized employees of the contractor who are fully bonded by the contractor are allowed to service the facilities unless expressed written permission has been granted by York County administration.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a Contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

2.7 Taxes License and Permits

The Offeror shall pay all applicable taxes and shall obtain and keep current all necessary licenses and permits.

SECTION 3 INSTRUCTIONS TO OFFERORS

3.1 Submission Format

The Proposal should include the following information with tabs to identify each section. Failure to submit this information will render your Proposal as ineligible for consideration.

The Proposal should include the following with tabs to identify each section. Failure to submit this information will render your Proposal as non-responsive.

SIGNATORY PAGE: Included in the front of the proposal should be a copy of the RFP's signature sheet (page 2 of this document) properly signed to include the manual signature of an authorized representative of the firm and all appropriate address and contact information as listed on this form.

TAB 1: TECHNICAL APPROACH : Provide a description of the Proposer's approach to the services described in Section 1, to include startup procedures/requirements, methodology, operations, management and billing/invoices reporting procedures to the County. Provide a copy of Proposer's schedule of services. Provide information on the managing of data collected during the contract and the systems and reporting capabilities.

TAB 2: QUALIFICATIONS OF THE FIRM: Provide a description and history of the firm along with information related to previous experience of providing services similar in nature, size and scope to those outlined in section 1 of this document. Provide at least three (3) references for which the firm has performed services within the past five years that are similar to the requirements in the Scope of Services outlined herein of this document. The three references should be active clients.

TAB 3: QUALIFICATIONS OF STAFF: Provide an organization chart, resumes, and summary of staff qualifications along with key staff pertaining to the contract. Key staff's experience demonstrating current capacity and current expertise in the scope of work outlined in Sections 1 of this document. Provide education, certifications, or special training of key staff members who would be assigned to the contract.

TAB 4: SERVICE CAPABILITIES: Proposer's locations or branches that would service York County or location from which Contractor(s) would be deployed. Outline of service area and capabilities of staff/capacity to meet the needs of York County.

COST PROPOSAL (one copy in a separate sealed envelope): Each Proposer must complete and submit the Cost Proposal Form/Fee Schedule included herein in Section 6. The Cost Proposal will be evaluated on the rates that will be billed to the County with any addition of overhead, administrative costs or price increases applied.

3.2 Preparation of Proposal

All proposals should be complete and carefully worded and must convey all information requested by York County. If errors are found in the proposal, or if the proposal fails to conform

to the requirements of the RFP, the evaluating committee will be the sole judge as to whether that variance is significant enough to reject the proposal.

Proposals should be prepared simply and economically. All data, materials and documentation shall be available in a clear, concise form. If additional information is required, Offeror shall supply additional materials as needed for the evaluating committee's internal use. York County reserves the right to reproduce proposals for internal use in the evaluation process.

All proposals shall provide a straight-forward, concise description of Offeror's ability to satisfy the requirements of the RFP.

All documentation submitted with the proposal should be in a single volume excluding the cost proposal, which must be submitted separately in a different PDF under Cost Proposal in the GetAll portal, to be evaluated after all other sections have been evaluated and scored.

If a proposal includes any documents or comment(s) over and above the specific information requested in this RFP, such material must be included as an appendix to such proposal.

Proposals must be made in the official name of the individual, firm, or corporation under which the business is conducted (showing official business address) and must be signed in ink by a person duly authorized to legally bind the business entity submitting the proposal.

3.3 Submitting Redacted Copy

Proposals received by York County are considered public documents under the provisions of the South Carolina Code of Laws, Section 30-4-40, Freedom of Information Act (FOIA). If proposal includes information marked as Confidential, "Trade Secret," or "Protected", Offeror must also submit one complete paper copy and include a digital copy in PDF format, of the proposal from which Offeror has removed or concealed such information (redacted copy). The redacted copies should (1) reflect the same pagination as the original, (2) show the empty space from which information was redacted. Except for the information removed or concealed, the redacted copies must be identical to the original proposal, and the Procurement Officer must be able to view, search, copy, and print the redacted digital copy without a password. Marking the entire proposal as Confidential/Proprietary is not in conformance with the South Carolina Freedom of Information Act absent explanation providing an exemption under Section 30-4-40

3.4 Submittal

Online submittal: Electronic submittals shall be uploaded in PDF format via the GetAll portal which can be accessed at <https://www.yorkcountygov.com/217/Procurement> under Active Bids. To ensure that an electronic submittal is received by the due date and time, it is recommended that submittals are uploaded allowing sufficient time prior to deadline. An email confirmation of submittal will be received after clicking on the Confirm Bid button in the GetAll system. If a confirmation email is not received, contact GetAll support at support@getall.com to confirm the submittal was successful. The Offeror shall be responsible for confirming that submittal is received by the deadline. Any submittal received after the closing date and time deadline will not be considered.

For step by step instructions on how to submit a response select Help and then Quick Reference in the GetAll portal.

3.5 Intent

It is the intent and purpose of York County that this Request permits competition. It must be the Offeror's responsibility to advise York County if any language, requirements, etc., or any combinations thereof, inadvertently limits the requirements stated in this request to a single source.

It is also the intent of this Request to give equal consideration to all Offerors. While evaluating each Proposal; price and service will be factors in making a purchasing decision.

3.6 Additional Information

York County reserves the right to reject any or all responses, waive any technicalities and select the Offeror who is determined to best meet the needs of the County for this Request.

To assure clarity, all Offerors may contact the appropriate county officials as listed in the Inquiries section of this solicitation, via email and ask pertinent questions regarding the requirements/specifications of this Request. Any inquiry or request for interpretation received five (5) or more days prior to the date fixed for opening of Proposals will be given consideration unless otherwise specified on cover page. All such changes or interpretations will be made in writing in the form of an addendum and, if issued, posted on the County's website www.yorkcountygov.com. Each Offeror must acknowledge receipt of such addenda in the space provided in the Proposal document. In case any Offeror fails to acknowledge receipt of such addenda or addendum, the Proposal will nevertheless be construed as though it had been received and acknowledged and the submission of the Proposal will constitute acknowledgement of the receipt of same. It is the responsibility of each Offeror to verify that he/she has received all addenda issued before Proposals are opened. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

3.7 Inquiries

General questions about this solicitation should be submitted through the [GetAll](#) portal, by selecting the questions icon in the corresponding Q&A column.

SECTION 4 EVALUATION, AWARD, AND CONTRACT

4.1 Evaluation of Proposals

The Offerors' proposals will be evaluated by a committee comprised of county officials and key personnel with experience and knowledge of services and contracts of this scope and nature. The Offerors' approach, past performance, personnel experience/project team, experience in the services outlined in Section 1 of this document, in addition to the merits of the Proposal and costs are the general Evaluation Criteria. Each committee member will independently evaluate these criteria excluding the cost. Once the committee has evaluated each proposal, the score will be tallied. Lastly, the Cost Proposal will be opened and factored into the final scores.

York County reserves the right to reject any and all Proposals at any time prior to award; and to waive informalities and minor irregularities, and request additional information or clarifications in the evaluation of responses received. York County shall select the offer that best serves the interest of York County; Offerors are advised to provide all pertinent information required by the Proposal in their written response.

The following criteria will be used to evaluate the proposals with the corresponding weight:

Technical Approach: 30%
Qualifications of Firm: 25%
Qualifications of Staff: 25%
Service Capabilities: 10%
Cost Proposal: 10%

4.2 Presentations

York County may require oral and visual presentation from those firms that are ranked or short-listed. This shall be done at York County's sole discretion when it feels presentations are essential as part of the evaluation process. It is the intention of York County to short list three (3) firms and rank each of them according to the most qualified firm with a Proposal and presentation that best suit the needs of York County.

4.3 Award

The County shall award this contract to the highest scoring Offeror who best meets the terms and conditions of the Proposal. The award will be made on basis of evaluation of Proposals, cost and presentations when applicable.

Upon review of Proposals for responsiveness, and satisfaction that the vendor is responsible, then upon approval of the York County Council, a Purchase Order will be issued to that best suited Offeror.

4.4 Terms of Contract

The contract term shall be for three (3) years, with two optional annual renewals of one (1) year each.

The Contract must be valid from the date of the initial Purchase Order and must remain valid for the duration of term mentioned above.

Breach or non-performance of any Contract term must constitute cause upon which the County may immediately terminate the Contract by written notice. A waiver by the County of any breach or non-performance of any term of this agreement must not operate as a waiver of any subsequent breach or non-performance.

4.5 Termination of Contract

a. Should a dispute arise, and if, after a good faith effort at resolution, the dispute is not resolved, either party may terminate the contract by providing thirty (30) days written notice to the other party.

b. Convenience: In the event that this contract is terminated or canceled upon request and for the convenience of York County without the required (30) days advance written notice, then York County must negotiate reasonable termination costs, if applicable.

c. Cause: Termination by York County for cause, default or negligence on the part of the Offeror must be excluded from the foregoing provisions; termination costs, if any must not apply. The thirty (30) days advance notice requirement is waived and the default provision listed herein must apply.

d. Default: In case of default of Offeror, York County reserves the right to purchase/lease any or all items or all items/services in default open market, charging Offeror with any excessive costs.

4.6 Non-Appropriation Clause

Notwithstanding any other provision of this request/agreement, all obligations of the County under this solicitation which require the expenditure of funds are conditioned on the availability of funds appropriated for that purpose.

4.7 Protest

This option is available to any actual Offeror, contractor or subcontractor aggrieved in connection with the intended award or award of a contract via protest to the appropriate procurement officer within seven days, but not thereafter, of the date notification of award is posted. The first step in this process must be formally addressed to the Procurement Director after the award decision, and subsequently progress to the County Council in the event that a mutual agreement cannot be obtained in the remedy of the award decision.

SECTION 5 TERMS AND CONDITIONS

5.1 Acceptance and Deviations

Each Offeror must meet all of the specifications and proposal terms and conditions. By virtue of the proposal submission, the Offeror acknowledges agreement with and acceptance of all provisions of the specifications except as expressly qualified in the Proposal. Non-substantial deviations may be considered provided that the Offeror submits a full description and explanation of and justification for the proposed deviations titled Exceptions. Whether any proposed deviation is non-substantial will be determined by York County in its sole discretion.

5.2 General Requirements

All Offerors including the employees of the Offeror must comply with all applicable Federal, State, and County laws pertaining to contracts entered into by governmental agencies, including non-discrimination employment. Contracts entered into on the basis of submitted proposal responses are revocable if contrary to law. Contracts for work resulting from this request will obligate the Offeror to not discriminate on the basis of race, color, creed, religion, handicap, or national origin in their employment practices.

5.3 Title VI of the Civil Rights Act of 1964

Offerors shall comply with Title VI of the Civil Rights Act of 1964. York County strongly encourages the use of and involvement of Disadvantaged Business Enterprises (DBE).

5.4 Conflict of Interest

The successful firm shall not knowingly employ, during the period of a contract, or any extensions to it, any professional personnel who are also in the employ of York County and who are providing services involving this request or services similar in nature to the scope of this request to the County. Furthermore, the firm shall not knowingly employ, during the period of a contract or any extensions to it, any York County employee who has participated in the making of a contract until at least two years after his/her termination of employment with York County.

5.5 Indemnification and Hold Harmless

The successful firm shall agree to protect, defend, indemnify, and forever hold harmless, the County, its agents, officers, and employees, from and against any and all claims, liabilities, damages, costs, actions, proceedings, of any nature whatsoever, however alleged or termed, or in any lawsuits, arising in any manner out of any action or failure to act, by the firm, its officers, agents, and employees, or relating to or arising out of the performance or failure to perform, by the firm, its officers, agents, and employees, any obligations arising under its agreement with the County, or any other type claim/lawsuit whatsoever, however alleged or

termed, which may arise at any time as a result of or related to the provision of service(s) for the County by the successful firm, without regard to the source, nature, or validity of the claim/lawsuit. Losses, liabilities, expenses and claims for damages shall include, but not be limited to, civil and criminal fines and penalties, loss of use and/or services, claims for injury, damage, disability, property damage, or death, injury to real or personal property, and attorneys' fees, costs, and expenses incurred by the County or any of its agents, officers, and employees. The County shall not be precluded from receiving the benefits of any insurance the firm may carry which provides for indemnification for any loss or damage to property in the firm's custody and control, where such loss or destruction is to County property. The firm shall do nothing to prejudice the County's right to recover against third parties for any loss, destruction or damage to County property.

5.6 Drug-Free Workplace

During the performance of this request, the firm agrees to provide a drug-free workplace for his employees; post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the workplace and specify the actions that will be taken against employees for violations of such prohibition; and state in all solicitations or advertisements for employees placed by or on behalf of the firm that the firm maintains a drug-free workplace. For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor/firm in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the request.

5.7 Applicability/Jurisdiction of South Carolina Law and Courts

Upon award of a contract under this request the person, partnership, association or corporation to whom the award is made must comply with the laws of South Carolina which require such person or entity to be authorized and/or licensed to do business with this State. Notwithstanding the fact that applicable statutes may exempt or exclude the successful firm from requirements that it be authorized and/or licensed to do business in this State, by submission of this signed proposal, the firm agrees to subject itself to the jurisdiction and process of the courts of the State of South Carolina as to all matters and disputes arising or to arise under the contract and the performance thereof, including any questions as to the liability for taxes, licenses, or fees levied by the State.

5.8 Certificate of Insurance

Once selected, the successful firm will be required to provide proof of insurance to include workers compensation, employer's liability and general liability prior to commencing work.

5.9 Assignment

No contract or its provisions may be assigned, sublet, or transferred without the written consent of the County.

5.10 Ownership of Material

All proposals and supporting materials (including all data, material, and documentation) originated and prepared for York County pursuant to this solicitation and including correspondences relating to this solicitation shall, belong exclusively to York County.

5.11 Prime Responsibilities

The successful firm will be required to assume sole responsibility for the complete effort as required by this solicitation. York County will consider the successful firm to be the sole point of contact with regard to contractual matters.

5.12 Subcontracting

If any part of the work covered by this solicitation is to be subcontracted, the successful firm shall identify the subcontracting organization and the contractual arrangements made therewith. All subcontractors must be approved by York County. The successful firm will also furnish the corporate or company name.

5.13 Records Retention and Right to Audit

The County shall have the right to audit books and records of the successful firm as they pertain to this contract. Such books and records shall be maintained for a period of three (3) years from the date of final payment under the contract. The County may conduct, or have conducted, performance audits of the successful firm. The County may conduct, or have conducted, audits of specific requirements of this solicitation as determined necessary by the County. Pertaining to all audits, successful firm shall make available to the County access to its computer files containing the history of contract performance and all other documents related to the audit. Additionally, any software used by the successful firm shall be made available for auditing purposes at no cost to the County.

5.14 Public Access to Procurement Information

Subject to the requirements of the Freedom of Information Act, commercial or financial information obtained in response to this SOLICITATION which is deemed privileged and confidential by the Offeror, will not be disclosed. Such privileged and confidential information should be clearly marked as such and includes information which if disclosed, might cause harm to the competitive position of the Offeror supplying the information. All Offerors, therefore, must visibly mark as "CONFIDENTIAL" each specific part of their proposal which such Offerors consider to contain proprietary or other privileged information. Additionally, all Offerors shall be solely responsible for identifying as exempt from the Freedom of Information Act and for visibly marking as "EXEMPT FROM FREEDOM OF INFORMATION ACT" each specific part of their proposal which Offerors deem to be so exempt and shall further be solely responsible for any consequences that might arise from the nondisclosure of any information that is subsequently determined not to have such an exemption. York County hereby disclaims

any responsibility for not disclosing information identified by any Offeror as exempt from the Freedom of Information Act and further hereby disclaims any responsibility for any information which is disclosed as a result of Offeror's failure to visibly mark it as "CONFIDENTIAL" or to improperly mark it as "confidential". Offeror must identify specific parts of the proposal package as confidential. Failure to do so or to mark the entire proposal package as confidential may result in disclosure of that information.

5.15 Non-Collusion Proposal Certification and Disqualification

By submission of a proposal, each Offeror and each person signing on behalf of any Offeror certifies, and in the case of a joint proposal each party certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief.

The prices in this proposal have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other proposer or with any competitor.

Unless otherwise required by law, the prices which have been quoted in this proposal have not knowingly been disclosed by the Offeror and will not knowingly be disclosed prior to the proposal opening, directly or indirectly, to any other Offeror or to any competitor.

No attempt has been or will be made by the Offeror to induce any other person, partnership or corporation to submit or not to submit a proposal for the purpose of restricting competition.

One Proposal: Only one Proposal from an individual firm, partnership, company, or corporation under the same or under different names will be considered. If OWNER believes that an Offeror submitted more than one Proposal for the work involved, all Proposals submitted by that Offeror will be rejected.

5.16 Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion

The Offeror certifies, by submission of this document or acceptance of a contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any State, Federal department, or agency. It further agrees by submitting this qualification statement (if applicable) that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the Offeror or any lower tier participant is unable to certify to this statement, it must attach an explanation to this solicitation/proposal.

5.17 Certification Regarding Immigration Reform and Control

The Offeror certifies, by submission of this document or acceptance of a contract, that all Contractors are expected to comply with the Immigration and Reform Control Act of 1986 (IRCA), as may be amended from time to time. This Act, with certain limitations, requires the verification of the employment status of all individuals who were hired on or after November 6, 1986, by the Contractor as well as any subcontractor or sub-subcontractor. The usual method

of verification is through the Employment Verification (I-9) Form. With the submission of this proposal, the Contractor hereby certifies without exception that Contractor has complied with all federal and state laws relating to immigration and reform. Any misrepresentation in this regard or any employment of persons not authorized to work in the United States constitutes a material breach and, at the State's option, may subject the contract to termination and any applicable damages. The Contractor certifies that, should it be awarded a contract by the County, the Contractor will comply with all applicable federal and state laws, standards, orders and regulations affecting a person's participation and eligibility in any program or activity undertaken by the Contractor pursuant to this contract. The Contractor further certifies that it will remain in compliance throughout the term of the contract. At the County's request, the Contractor is expected to produce to the County any documentation or other such evidence to verify the Contractor's compliance with any provision, duty, certification, or the like under the contract. The Contractor agrees to include this Certification in contracts between itself and any subcontractors in connection with the services performed under this contract.

5.18 Chain of Communication

To ensure the integrity of the competitive process, a strict chain of communication shall apply to each Invitation for Bids, Request for Proposals, Request for Qualifications, or any other competitive solicitation during the period between publication of the solicitation and final award. Offerors or its agents may not communicate by any means, directly or indirectly, with York County public officials, employees, its agents, or representatives or any person not otherwise listed on this document, regarding any aspect of this procurement activity. All communications must be solely with the Procurement Officer. In the sole determination of the Procurement Officer and/or York County, violation of these restrictions may result in disqualification of your offer, suspension or debarment, and may constitute a violation of law.

5.19 Prohibition of Donations and Gratuities

Offerors are restricted from making donations to any York County governmental entity with whom they have or seek to have a contract. The Offeror represents that his/her offer discloses any gifts made, directly or through an intermediary, by the Offeror or the Offeror's named subcontractors or subconsultants to or for the benefit of York County, its agents, or representatives during the period beginning eighteen months prior to the Opening Date. No Offeror, or any person, firm, or corporation employed by the Offeror in the performance of this request, may offer or give any gift, money or anything of value or any promise for future reward or compensation to any York County employee.

THIS SPACE IS INTENTIONALLY LEFT BLANK

SECTION 6 COST PROPOSAL FORM (One copy to be submitted in a separate sealed envelope)

Cost per Meal	
Estimated number of meals per year	Total - 575,875
TOTAL ANNUAL COST	

6.1 Acknowledgement of Addenda

Offeror hereby acknowledges receipt of all Addenda through and including:

Addendum No. _____, dated _____.
Addendum No. _____, dated _____.
Addendum No. _____, dated _____.

Signature Page - OFFERORS MUST COMPLETE AND SIGN THE FORM BELOW

The submittal must be signed by an authorized representative of the Offeror accepting all terms and conditions contained in this document and any addenda. Modifying the terms and conditions of this solicitation may result in your response being rejected.

COMPANY NAME

FEDERAL TAX ID NUMBER

COMPANY ADDRESS

CITY, STATE, ZIP+4

PAYMENT/REMITTANCE ADDRESS

CITY, STATE, ZIP+4

EMAIL ADDRESS

COMPANY TELEPHONE

PRINT NAME

TITLE

AUTHORIZED SIGNATURE

DATE

Minority Status

- _____ Not Minority Owned
- _____ African American Male
- _____ Caucasian Female
- _____ African American Female
- _____ Aleut
- _____ Eskimo
- _____ East Indian
- _____ Native American
- _____ Asian
- _____ Other (Please Explain)

Request for Taxpayer Identification Number and Certification

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

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ► _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
6 City, state, and ZIP code	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

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

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number	
<div></div>	<div></div>
or	
Employer identification number	
<div></div>	<div></div>

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign
Here

Signature of
U.S. person ►

Date ►

General Instructions

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

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

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

- Form 1099-INT (interest earned or paid)

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

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

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