**NASSAU COUNTY**

**SHERIFF’S OFFICE**



**REQUEST FOR PROPOSAL**

**FOOD SERVICE**

**NASSAU COUNTY SHERIFF’S OFFICE**

**DETENTION FACILITY**

**RFP NCSO-21-R-001**

**NASSAU COUNTY**

**DETENTION FACILITY**

**76212 Nicholas Cutinha Road**

**Yulee, FL 32097**

**REQUEST FOR PROPOSAL FOR**

**FOOD SERVICE**

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**RFP NCSO-21-R-001: FOOD SERVICE NASSAU COUNTY SHERIFF’S OFFICE DETENTION FACILITY**

### PART I: ADVERTISEMENT

Notice is hereby given that the Nassau County Sheriff’s Office (“NCSO”) is soliciting responses for **Request for Proposal (“RFP”) for Food Service - Nassau County Sheriff’s Office Detention Facility**. Interested and qualified respondents may submit a PROPOSAL, according to the requirements described herein, to the Nassau County Sheriff’s Detention Facility Management and Purchasing Policy. All proposals are due, as delivered in a manner specified herein, by or before 4:00PM (EST) on **December 11, 2020**. Any proposal delivered to, or received after, the 4:00PM deadline will not be considered and shall be returned unopened to the addressee.

General information may be requested by vendors through email to [jslebos@nassauso.com](mailto:jslebos@nassauso.com). Any questions or requests for information specifically relating to the Food Service being quoted shall be ***submitted in writing before*** (4:00PM) **November 30, 2020**.

**Contact Information:**

Director of Jails & Detention

Jon Slebos

76212 Nicholas Cutinha Rd

Yulee, FL 32097

Email: [jslebos@nassauso.com](mailto:jslebos@nassauso.com)

Phone (904) 548-4032

**Interested Vendors may not contact any staff member of the Nassau County Sheriff’s Office (“NCSO”), the Nassau County Detention Facility (“NCDF”), or any government divisions or units within Nassau County, FL except the above referenced individual, with regard to this proposal. “Lobbying” is prohibited.**

Proposal **MUST** be submitted in a **SEALED** envelope/container and clearly marked on the exterior of the package: **Proposal for Food Service** – **Nassau County Sheriff’s Office Detention Facility**.Each BID submitted must have the Vendor’s name and mailing address marked plainly on the outside of the envelope/container. Each BID shall consist of one (1) original and three (3) copies of the RFP Package which shall include all required documents and any supplemental information.

**RFP Bids shall be delivered to:**  **Nassau County Sheriff’s Office** **Records Division**

**SEALED BID – DO NOT OPEN**

**Attention: Director J. Slebos**

**77151 Citizens Circle**

**Yulee, FL 32097**

*Vendors shall not contact, lobby or otherwise communicate with any employee of NCSO, NCDF, OR NASSAU COUNTY, FLORIDA GOVERNMENT, including any member of the Board of County Commissioners, other than the above referenced individual from the point of advertisement of the Proposal until any contract(s) are executed by all parties, in accordance with NCSO policy, any such communication shall disqualify the vendor or Contractor from responding to the subject invitation to bid, request for quote, request for proposal, invitation to negotiate or request for proposals and possible disqualification for periods up to twelve (12) months.*

Any bidder, proposer, or person substantially and adversely affected by an intended decision or by any term, condition, procedure or specification with respect to any bid, invitation, solicitation of proposals or request for services, shall file with the Sheriff of and for Nassau County, a written notice of intent to protest no later than seventy two (72) hours (excluding Saturdays, Sundays, and legal holidays for employees of Nassau County ) after the posting either electronically or by other means of the notice of intended action, notice of intended award, bid tabulation, publication by posting electronically or by other means of a procedure, specification, term or condition which the person intends to protest, or the right to protest such matter shall be waived.

### PART II: INTRODUCTION AND BID PACKAGE INSTRUCTIONS

1. **Purpose:**

Nassau County Sheriff’s Office Detention Facility on behalf of the Sheriff of Nassau County, FL is accepting sealed Proposals from qualified and experienced Vendors to be considered for **Food Service** for the Nassau County Sheriff’s Office Detention Facility.

1. **Proposal Questions:**

Any and all questions or requests for information relating to this Proposal Request shall be ***submitted******in writing before*** (4:00PM) on **November 30, 2020.**

**Contact Information for Submissions of Written Questions:**

**Director of Jails & Detention**

**Jon Slebos**

**76212 Nicholas Cutinha Rd.**

**Yulee, FL 3209**

**Email:** [**jslebos@nassauso.com**](mailto:jslebos@nassauso.com)

**Interested Vendors may not contact any member of Nassau County Sheriff’s Office, the Nassau County Detention Facility, or Nassau County, Florida government personnel, except the above referenced individual, with regard to this Request for Proposal as stated in NCSO Purchasing Policy. “Lobbying” is prohibited. Inquiries may be routed to the appropriate staff member for response.**

1. **Addenda:**

Any and all clarifications, answers to questions, or changes to this Request for Proposal shall be provided through an issued Addendum, submitted to all qualifying Vendors by posting on the Nassau County Sheriff’s Office Website at **http://nassauso.com/corrections/bids/** and through email if known and provided to the above contact[.](http://www.demandstar.com/) Any clarifications, answers, or changes provided in any manner other than a formally issued addendum, are to be considered “unofficial” and shall not bind the Nassau County Sheriff’s Office to any requirements, terms or conditions not stated herein.

The Nassau County Sheriff’s Office shall make every possible, good faith effort to issue any and all addenda no later than seven (7) days prior to the due date for proposals. Any addenda issued after this date, shall be for material, necessary clarifications to the Request for Proposal.

1. **Due Date & Location:**

Bid submitted in response to this Request for Proposal must be delivered to, and received by the Director of Jails & Detention by or before four o’clock (4:00PM) on **December 11, 2020.** Any bid received after this deadline will be deemed unresponsive, and shall be returned to the addressee unopened.

**RFP Bids shall be delivered to:**  **Nassau County Sheriff’s Office** **Records Division**

**SEALED BID – DO NOT OPEN**

**Attention: Director J. Slebos**

**77151 Citizens Circle**

**Yulee, FL 32097**

**E. RFP Response Package Instructions:**

* 1. To be considered, submit one (1) original, and three (3) complete copies which shall include all required documentation and any supplemental information.
  2. RFP must be in a **SEALED** envelope/container and clearly marked on the exterior of the package: “**RFP for Food Service – Nassau County** **Sheriff’s Office Detention Facility.**”
  3. Each Request for Proposal submitted must also have the respondent’s company name and mailing address marked plainly on the exterior of the envelope/container.

**F. Evaluation of Proposal:**

The price proposed, from lowest to highest, will be the primary basis for awarding the bid, in addition to the following considerations: experience with Food Service for jails and detention facilities and past performance (experience) with any Florida Sheriff’s Office; support staff capabilities of the Vendor; Project Approach, and Quality and Schedule Control. The Sheriff reserves the right to reject any or all proposals in the sole discretion of Sheriff, waive minor formalities, or award / negotiate with any Vendor whose proposal best serves the interest of the Nassau County Detention Facility.

**G. Evaluation Criteria:**

It is the intention of the Nassau County Sheriff’s Office to evaluate and rank each Vendor that submits an RFP Package from lowest to highest on pricing and with the criteria list below. **Pricing for all meal types shall be separated and specifically listed in the responsive RFP in the Price section. This shall include inmate meals, staff meals, religious meals, Kosher meals, and any other meal (such as a medical diet meal) that Vendor would price outside the standard, daily, inmate meal, as further described in the Scope of Services.**

Evaluation of the responses to this RFP will comply with the specific criteria as follows:

**Evaluation Criteria:**  **Maximum Possible Points per Evaluator:**

* 1. **Company Qualifications 10**
  2. **Previous Food Service Experience (Jails & Detention Facilities) 10**
  3. **Staff Qualifications & Resources 10**
  4. **Project Approach 10**
  5. **Vendor References 10**

**F. Price 50**

**Total Points Possible: 100**

**H. Contract Award:**

The price proposed, from lowest to highest, will be the primary basis for awarding the bid in addition to the following considerations: experience with Food Service for jails and detention facilities and past performance (experience) with a Florida Sheriff’s Office; support staff capabilities of the Vendor; Project Approach, and Quality and Schedule Control. The Sheriff reserves the right to reject any or all proposals in the sole discretion of the Sheriff, waive minor formalities, or award / negotiate with any Vendor whose proposal best serves the interest of the Nassau County Detention Facility.

**I. Contract Performance:**

At any point in time during the term of a Contract with the Vendor, Sheriff’s Staff may review records of performance to ensure that the Vendor is continuing to provide sufficient food service, personnel, support, necessary supplies and equipment and organization as prescribed herein. The Sheriff may place said Vendor on probationary status and implement termination procedures, which will be a requirement in any negotiated award/contract. If the Sheriff, in his sole discretion, determines that a Vendor no longer possesses the capabilities, abilities, financial support, personnel, supplies or equipment, or organization which would have been necessary during the RFP evaluation period, the Sheriff reserves the right to terminate any agreement or contract and the award.

### PART III: GENERAL REQUIREMENTS

1. **Vendor Deliverable/Operational Responsibilities:**

The Vendor will provide routine cleaning of food preparation areas and floors (to include any and all spillage), storage areas and countertop and day to day cleaning of dining rooms to maintain the cleanliness and sanitary condition required and expected for food preparation and consumption areas. The Vendor will further provide all necessary cleaning supplies. The Vendor agrees to supply and launder all kitchen linens including, but not limited to, uniforms, aprons and cleaning cloths. Vendor will purchase all inventory and supplies required for its food preparation and service operation, to include, but not limited to, all raw food or ingredients, paper cups, hinged trays, foil wrap and paper wrap. Vendor will purchase any replacement equipment and cook ware as necessary if it’s lost or destroyed through Vendor’s negligence. These replacement items remain the property of the Sheriff. Vendor shall maintain a daily inventory of all kitchen and cooking equipment or tools (as categorized or scheduled by Sheriff’s Staff) and immediately inform Sheriff’s Staff of any missing items. This is imperative to maintain the safety of inmates and staff in the NCDF. Vendor shall repair any item(s) of property at Sheriff’s NCDF which are damaged directly and solely as a result of a willful or negligent act or omission of Vendor. Vendor will participate in development and implementation of emergency disaster plans.

**B**. **Scope of Services:**

Vendor will provide on-site management staff, food, materials, and supplies with sufficient reserves to feed inmate population at Sheriff’s Facilities. Food Service will be required to prepare and serve three hundred and sixty-five (365) days per year, three (3) meals per day. Meals are to be prepared with variety, quality and calorie requirements that meet standards set by HRS minimum requirements. Vendor will provide special dietary requirements for special health problems as directed by Sheriff’s medical staff. Vendor will prepare meals to meet religious requirements as approved by the jail chaplain or Sheriff’s designee. Religious diet prescriptions will be specific and complete, furnished in writing to the food services manager, and written and provided monthly. Special and religious diets will be kept as simple as possible and will conform as closely as possible to the food served other inmates. Vendor will provide Kosher meals as requested and the Sheriff’s Office will reimburse Vendor for total cost per meals. Vendor will provide traditional holiday meals for Easter Sunday, Fourth of July, Thanksgiving Day, Christmas Day and New Year’s Day. Sample menus for each holiday will be submitted one (1) month in advance for subsequent approval of the NCDF Director or their designee. Vendor will provide the Jail Director with all menus one (1) month in advance. These menus will be reviewed by a certified dietician who will affirm in writing that each menu provided requirements necessary to meet HRS minimum daily requirements. Vendor will prepare copies of each menu which will be placed in a conspicuous area in the kitchen of the NCDF. These copies shall be available for inspections at all times. Vendor will provide meals for Sheriff’s staff at the Sheriff’s Facility. This menu will provide for a nutritionally balanced meal. Occasionally, Vendor agrees to provide a special lunch in place of the daily menu. **Pricing for all meal types shall be separated and specifically listed in the responsive RFP in the Price section. This shall include inmate meals, staff meals, religious meals, Kosher meals, and any other meal (such as a medical diet meal) that Vendor would price outside the standard, daily, inmate meal.**

**C. Sub-Contractors:**

If the Vendor elects to sub-contract with any sub-vendor for any portion of the work, the Vendor to whom the bid was awarded shall be responsible for all work performed by any sub-contractor and the Vendor shall not be relieved of any obligations under this Contract.

The Vendor shall submit a list of proposed sub-contractors to be used if awarded the contract. The Vendor must provide a list of Sub-Vendors, under Section 4: Staff Qualifications and Team Organization, and attach a copy of any and all licenses and certificates for each sub-contract listed and submit with each copy of the RFP Package. If no sub-contracts are proposed, the submission should state no sub-contractors in that section.

At any time, the Sheriff may, at his sole discretion, require any Vendor to submit all relevant data required to establish to the satisfaction of the Sheriff, the reliability and responsibility of the proposed sub-contracts to furnish and perform the work proposed.

Prior to the award of any contract, Sheriff or his designee, will notify the Vendor in writing if the Sheriff’s Office, after due investigation, has reasonable and substantial objection to any person or organization proposed as a sub-contractor. The Vendor then may, at their option, withdraw their RFP Package, or submit an acceptable substitute at no increase in price. If the Vendor fails to submit an acceptable substitute within seven (7) days of the original notification, the County then may disqualify the Vendor, at no cost or other obligation to the Sheriff’s Office.

The Sheriff’s Office reserves the right to disqualify any Vendor, sub-contractor, or material supplier due to previously documented project problems, either with performance or quality.

Sub-contractors and other persons and organizations proposed by the Vendor and accepted by the Sheriff’s Office must only be utilized for the scope of service for which they were accepted. Vendor shall not change sub-contractors except with the prior written approval of the Sheriff’s Office.

### PART IV: CONTRACT REQUIREMENTS

**A. Insurance Requirements:**

The Vendor shall not commence work under this Contract until he/she has obtained all insurance required under this section and such insurance has been approved by the Sheriff’s Office. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Vendor shall furnish proof of Insurance to the Sheriff’s Office prior to the commencement of operations in the form of a certificate. The Certificate(s) shall clearly indicate the Vendor has obtained insurance of the type, amount, and classification as required by contract and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the Sheriff’s Office. Certificates shall specifically include the Nassau County Sheriff’s Office as Additional Insured for all lines of coverage to include Workers’ Compensation and Professional Liability. A copy of the endorsement must accompany the certificate. Compliance with the foregoing requirements shall not relieve the Vendor of its liability and obligations under this Contract.

**Certificate Holder Address: Nassau County Sheriff Office Detention Facility**

**76212 Nicholas Cutinha Rd**

**Yulee, FL 32097**

The Vendor shall maintain during the life of any award or contract, Product and General Liability Insurance with minimum limits of one million ($1,000,000) per occurrence, and two million ($2,000,000) aggregate.

The Vendor shall maintain during the life of this Contract, adequate Workers’ Compensation Insurance in at least such amounts as are required by the law for all of its employees per Florida Statute 440.02.

In the event of unusual circumstances, the General Counsel for the Sheriff Office or their designee may adjust these insurance requirements.

1. **Licenses, Permits & Fees:**

The Vendor shall be responsible for obtaining and holding any and all necessary licenses, permits, certifications required to perform the work described herein throughout the duration of any award or contract. Payment of any fees or fines resulting in the lack of permits, licenses or certifications shall be the sole responsibility of the Vendor.

**C. Contract Agreement & Term:**

The intent of this RFP is to select the number one ranked vendor through the evaluation process and to award a contract upon successful negotiations with that vendor. It is anticipated the Nassau County Sheriff’s Office will issue a services contract for the duration of the project.

In the event that a Contract Agreement is attached to the RFP, such attached Contract Agreement is for discussion purposes only, and not necessarily reflective of any Contract that may be ultimately entered into by the Sheriff’s Office. In the event that a Contract Agreement is not attached to the RFP, it is expressly understood that the Sheriff’s Office preference/selection of any proposal does not constitute an award of a Contract Agreement with the Sheriff’s Office. It is anticipated that subsequent to the Sheriff’s preference/selection of any Proposal, Contract Negotiations will follow between the Sheriff’s Office and the selected Vendor. It is further expressly understood that no contractual relationship exists with the Sheriff’s Office until a Contract has been approved by the NCSO Office of General Counsel and fully executed by both the Sheriff’s Office, and the selected Vendor. The Sheriff’s Office reserves the right to delete, add to, or modify one or more components of the selected Vendor’s proposal, in order to accommodate changed or evolving circumstances that the Sheriff’s Office may have encountered, since the issuance of the RFP.

**D. Governing Laws & Regulations:**

It shall be the responsibility of the Vendor to be familiar and comply with any and all federal, state, and local laws, ordinances, rules and regulations relevant to the services to be performed under this Contract. The Contract Agreement shall be governed by the laws of the State of Florida and the County of Nassau both as to interpretation and performance.

**E. Termination:**

In the event that either party believes that a material breach has been occasioned by the other, it shall be required to provide the other party with prior written notice of such proposed material breach and shall permit the other party (30) days from the date of receipt of such notification to cure any perceived material breach. If the purported material breach is not cured within thirty (30) days from the date of notification of such alleged material breach, then the non-breaching party may terminate this agreement forthwith.

In the event the vendor does not maintain an adequate employee staff to provide the services contemplated, the Sheriff may either terminate this Agreement or assign Sheriff’s employee to assist in the timely preparation of meals. In the event the Sheriff assigns his employees to assist in the timely preparation of meals, the Sheriff reserves the right to deduct all costs resulting from assigning Sheriff’s employees to meal preparation. The cost of such meal preparation may be deducted from the outstanding balance owed the Vendor.

In addition to the above, the Sheriff’s Office may terminate the Contract Agreement at any time, without cause, upon Ninety (90) days written notice to the Vendor.

Upon termination of the agreement for any reason, the following provisions shall apply:

* The Vendor shall deliver to Sheriff the food service premises and all property therein belonging to the Sheriff in the same condition as existed at the time of delivery to the Vendor, excepting ordinary wear and tear, loss or damage occurring without negligence or fault of Vendor.
* Vendor shall submit to Sheriff within fifteen (15) days of the date of termination a schedule of all usable inventory, supplies and other expendables purchased by Vendor for its operation, including any equipment purchased by Vendor for Sheriff. Upon request of the Sheriff or their designee, Vendor will use reasonable efforts to deplete its inventory and supplies in order to bring the ending inventory to a minimum.

**F. Indemnification:**

Vendor will indemnify and save Sheriff, his deputies, employees, and agents harmless from any liability, losses, damages, judgements, liens, expenses and costs sustained or incurred in connection with any claims, suits, actions or proceedings made or brought against any such party as a result of any act or omissions of Vendor, its officers, employees or agents, in the performance of its obligations. The indemnified party shall give prompt notice to the underlying party of any action commenced against it in respect of which indemnity may be sought. An indemnifying party may participate, at its own expense, in the defense of any action.

**In claims against any person or entity indemnified under this Paragraph, the indemnification obligation under this Paragraph shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Vendor or sub-contractor under workers’ compensation acts, disability benefits acts or other employee benefit acts.**

**G. Trade Secrets:**

To invoke the provision of Florida Statute 624.4213, Trade Secrets, or other applicable law, the requesting Vendor must mark each page of such document or specific portion of a document claimed to be a trade secret clearly with the words “trade secret.” All material marked as a trade secret must be separated from all non-trade secret material, such as being submitted in a separate envelope clearly marked as “trade secret.” If the office or department receives a public records request for a document or information that is marked and certified as a trade secret, the office or department shall promptly notify the person that certified the document as a trade secret.

To invoke the provisions of Florida Statute 812.081, Trade Secrets, or other applicable law, the requesting Vendor must complete an Affidavit for Trade Secret Confidentiality, signed by an officer of the company, and submit the affidavit with the information classified as “Trade Secret” with other proposal documents. The affidavit must reference the applicable law or laws under which trade secret status is to be granted.

**H. Public Records:**

In accordance with Chapter 119 of the Florida Statutes (Public Records Law) and except as may be provided by other applicable State and Federal Law, all proposers should be aware that Request for Proposals and the responses thereto are in the public domain and are likely a public record pursuant to Florida law. However, the proposers are requested to identify specifically any information contained in their proposals which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting Chapter and subsection of Florida Statute.

**I. Use of Nassau County Sheriff’s Office and Nassau County Logo:**

Pursuant to, and consistent with Florida law and NCSO policy, the Vendor may not manufacture, use, display, or otherwise use any facsimile or reproduction of the Nassau County Sheriff’s Office or Nassau County Government Seal/Logo without express written approval of the Sheriff of Nassau County and the Board of County Commissioners for the County of Nassau, Florida respectively.

### PART V: REQUEST FOR PROPOSALS SUBMITTAL REQUIREMENTS

**A. Vendor Responsibilities:**

Vendors are responsible for any and all costs associated with developing and submitting an RFP Package in response to this Request for Proposal. Vendors are also solely responsible for any and all costs associated with interviews and/or presentations requested by the Sheriff’s Office. It is expressly understood, no Vendor may seek or claim any award and/or re-imbursement from the Sheriff’s Office for any expenses, costs, and/or fees (including attorneys’ fees) borne by any Vendor, during the entire RFP process. Such expenses, costs, and/or fees (including attorneys’ fees) are the sole responsibility of the Vendor.

All RFP Packages received in response to this Request by the Sheriff’s Office shall become the property of Nassau County Sheriff’s Office and will not be returned. In the event of contract award, all documentation produced as part of the contract will become the exclusive property of Nassau County.

By submitting an RFP Package, each Respondent certifies that the proposer has fully read and understands any and all instructions in the Request for Proposal, and has full knowledge of the scope, nature, and quality of work to be performed. All RFP Packages submitted shall be binding for one hundred twenty (120) consecutive calendar days following the submittal due date.

**B. RFP Bid Package Submittal Format:**

All RFP Bid Packages must follow the same format, and shall be evaluated partially based on the Respondent’s ability to follow the instructions herein. To receive points from evaluation, the RFP Package format must sufficiently address and demonstrate all required components, and follow the order of sections described below. The aim of the required format is to simplify the preparation and evaluation of the RFP Packages.

All RFP Packages must include the following components:

### Section Topic

1. RFP Qualification Cover Page
2. Cover Letter
3. Vendor Profile
4. Staff Qualifications and Team Organization
5. Related Experience
6. Project Approach and Understanding
7. Project References
8. Additional/Administrative Information
9. Price

**C. RFP Bid Package Components:**

All of the components outlined below must be included with each copy of the RFP Package and submitted as follows:one (1) original and three (3) copies, on 8 1/2” X 11” pages, numbered, with headings typewritten with no smaller than 10 size font and sections and sub-sections identified appropriately. All documentation shall be ***exact order and format as shown below****.* No exceptions to this format will be accepted. The goal of the required format is to simplify the proposal preparation and evaluation process, and to ensure that all proposals receive the same orderly review.

**Vendors shall not include the Nassau County Sheriff’s Office or Nassau County Seal/Logo(s) in any part of their submitted package. Should a package be submitted with any County’s seal/logo included, the County reserves the right to find the submitting Vendor non-responsive to the requirements stated herein, which may result in the respondent being removed from consideration for award of a contract under this RFP.**

In order to ensure a uniform review process and to obtain the maximum degree of comparability, it is required that proposals be organized in the manner specified as follows:

**Section 1: RFP Qualification Cover Page (Complete and Submit)**

**Section 2: Cover Letter**

Provide a one or two page cover letter. Include the original signed cover letter with the original proposal and a copy of the cover letter with each copy of the proposal.

The cover letter should include the following:

* The Vendor Company type (sole proprietorship, partnership, corporation, joint venture, etc.), Company name and business address – must include location address of office that will administer this Contract.
* All contact information, including name, title, phone number, fax number, e-mail address, and street address of any contact person(s) in Respondent’s organization who will respond to questions regarding the submitted RFP Package.
* Highlights of the Vendor’s qualifications and ability to perform the project services.

**Section 3:** **Vendor Profile**

Provide the following information about your Vendor:

* The Vendor’s name, e-mail address, business address, phone number, and fax number
* Types of services and products offered
* Number of years in business
* Number of employees
* The location of the office or offices that would provide the project services
* Professional Affiliations
* A brief statement of the Vendor’s background

**Section 4:** **Staff Qualifications and Team Organization**

Vendor shall furnish and provide a staff of employees including supervisory personnel, all of them shall be subject to a criminal history inquiry for the purposes of internal security. All persons employed by the Vendor in connection with its operation at Sheriff’s Facilities shall be on the Vendor’s payroll and shall be deemed employees of the vendor for tax, insurance, and all other employment purposes. The Vendor’s employees shall comply with all rules promulgated by Sheriff for the safe and orderly conduct of the activities carried out at Sheriff’s Facilities, the Vendor employees, agents, and servants shall have access to all parts of the premises at Sheriff’s Facilities as necessary to enable the Vendor to carry out its responsibilities hereunder provided that all the Vendor’s employees, agents and servants comply with strict security, rules and regulations of Sheriff’s Facilities. In the event Vendor does not maintain an adequate employee staff to provide the services contemplated, the Sheriff may either terminate this Agreement or assign Sheriff’s employees to assist in the timely preparation of meals. In the event the Sheriff assigns his employees to assist in the timely preparation of meals, the Sheriff reserves the right to deduct all costs resulting from assigning Sheriff’s employees to meal preparation. The cost of such meal preparation may be deducted from the outstanding balance owed the Vendor.

**Section 5: Related Experience**

In this section, respondent shall provide evidence of experience related to other Food Service contractual employment

with Jails/Detention Facilities within the State of Florida similar to the project described in this RFP Scope of Work (acceptance of the evidence’s suitability will be determined by the reviewing committee).

**Section 6: Project Approach & Understanding**

In this section, Vendor shall briefly describe the approach the Vendor intends to take to successfully complete the project.

**Section 7: Project References**

In this section, respondent shall attach a list of Project References. The project list shall include the name of the project, the project owner’s name, the contact name for the project including title, phone number and email, the dollar value of the project, and the completion date of the project.

**Section 8: Additional/Administrative Information**

Please include the following:

* Proper and valid licensing to conduct business in the State of Florida
* Current Department of Professional Regulation License(s)
* Current Applicable Certification(s)
* Proof of Liability Insurance and its limits
* Drug Free Work Place Form (Complete and Submit)
* Conflict of Interest Declaration (Complete and Submit)
* RFP Affidavit (Complete and submit)
* RFP Affidavit of Solvency (Complete and Submit)
* Acknowledged Addenda, if any

**Section 9: Price**

**Pricing for all meal types shall be separated and specifically listed in the responsive RFP in the Price section. This shall include inmate meals, staff meals, religious meals, Kosher meals, and any other meal (such as a medical diet meal) that Vendor would price outside the standard, daily, inmate meal.**

### PART VI: EVALUATORS’ SCORE SHEET EXAMPLE

**NASSAU COUNTY FLORIDA DATE:**

**SHERIFF’S OFFICE PROJECT:**

**CRITERIA RANKING:**

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| **VENDORS** | A.  Company  Qualifications      0-10 | B.  Previous Food Service  Experience    0-10 | C.  Staff  Qualifications  & Resources      0-10 | D.  Project  Approach and  Understanding      0-10 | E.  Vendor References      0-10 | F.  PRICE per Meal Type      0-50 | **TOTAL**  **0-100** |
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**PART VII:– ATTACHMENTS/FORMS**

**REQUEST FOR PROPOSALS (RFP) NASSAU COUNTY SHERIFF’S OFFICE**

**DETENTION FACILITY**

**FOOD SERVICES**

**COVER PAGE**

**SUBMIT ONE (1) ORIGINAL AND THREE (3) COPIES TO:**

**Nassau County Sheriff’s Office** **Records Division**

**SEALED BID – DO NOT OPEN**

**Attention: Director J. Slebos**

**77151 Citizens Circle**

**Yulee, FL 32097**

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

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

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

**Nassau County Sheriff’s Office**

**Drug-Free Workplace Form**

The undersigned Vendor, in accordance with Florida Statute 287.087 hereby certifies that

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_does:

Name of Vendor

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

1. Inform employees about the danger of drug abuse in the workplace, the business’ policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.

1. Give each employee engaged in providing the contractual services that are described in the Nassau County Sheriff’s Office request for proposals to provide bond underwriter services a copy of the statement specified in paragraph 1.

1. In the statement specified in paragraph 1, notify the employees that, as a condition of working on the contractual services described in paragraph 3, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Florida Statute 893, as amended, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction or plea.

1. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee’s community by, any employee who is so convicted.

1. Consistent with applicable provisions with State or Federal law, rule, or regulation, make a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1 through 5.

As the person authorized to sign this statement, I certify that this Vendor complies fully with the above requirements.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date

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

**NASSAU COUNTY SHERIFF’S OFFICE**

**CONFLICT OF INTEREST DECLARATION**

For \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**(Name of Vendor/organization)**

|  |  |  |  |
| --- | --- | --- | --- |
|  |  | **YES** | **NO** |
| 1 | Do you, your immediate family, or your business partner have financial or other interests in Nassau Countyor the recipient(s) of the proposed services? |  |  |
| 2 | Have gratuities or anything of monetary value been offered or exchanged between you, your immediate family, or your business partner and any employee of NC? |  |  |
| 3 | Within the last 24 months, have you been employed by, or do you plan to seek or accept future employment with, NC or the recipient(s) of the proposed services? |  |  |
| 4 | Are there any other conditions which may cause a conflict of interest? |  |  |

**If you checked “yes” after any of the above questions, please explain your answer. Please attach additional sheets as necessary.**

I declare that my answers and any related explanation(s) are true, correct and complete to the best of my knowledge and belief, and I will notify Nassau County Sheriff’s Office Director of Jails & Detention in writing in the event of any change affecting such correctness or completeness.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title

**AFFIDAVIT**

TO: NASSAU COUNTY SHERIFF’S OFFICE

YULEE, FLORIDA

At the time the proposal is submitted, the Respondent shall attach to his proposal a sworn statement.

The sworn statement shall be an affidavit in the following form, executed by an officer of the Vendor, association or corporation submitting the proposal and shall be sworn to before a person who is authorized by law to administer oaths.

STATE OF COUNTY OF . Before me, the undersigned

authority, personally appeared who, being duly sworn, deposes and says he is

(Title) of \_\_\_\_\_\_\_ (Vendor) the respondent submitting the attached proposal for the services covered by the RFP documents for RFP for Food Service - NASSAU COUNTY SHERIFF’S OFFICE DETENTION FACILITY.

The affiant further states that no more than one proposal for the above referenced project will be submitted from the individual, his Vendor or corporation under the same or different name and that such respondent has no financial interest in the Vendor of another respondent for the same work, that neither he, his Vendor, association nor corporation has either directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this Vendor’s proposal on the above described project. Furthermore, neither the Vendor nor any of its officers are debarred from participating in public contract lettings in any other state.

(Proposer)

By

(Title)

STATE OF\_\_\_\_\_\_\_\_\_\_\_\_\_)

COUNTY OF\_\_\_\_\_\_\_\_\_\_\_)

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_, by

who personally appeared before me at the time of notarization, and who is personally known to me or who has produced as identification.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Notary Public

My commission expires:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**VENDOR MUST EXECUTE AND ATTACH THIS AFFIDAVIT TO EACH PROPOSAL**

### AFFIDAVIT OF SOLVENCY

PERTAINING TO THE SOLVENCY OF {***insert entity name***}, being of lawful age and being duly sworn I, {***insert affiant name***}, as {***insert position or title***} ***(****ex. CEO, officer, president, duly authorized representative, etc.)* hereby certify under penalty of perjury that:

1. I have reviewed and am familiar with the financial status of above stated entity.

1. The above stated entity possesses adequate capital in relation to its business operations or any contemplated or undertaken transaction to timely pay its debts and liabilities (including, but not limited to, unliquidated liabilities, unmatured liabilities and contingent liabilities) as they become absolute and due.

1. The above stated entity has not, nor intends to, incur any debts and/or liabilities beyond its ability to timely pay such debts and/or liabilities as they become due.

1. I fully understand failure to make truthful disclosure of any fact or item of information contained herein may result in denial of the application, revocation of the Certificate of Public Necessity if granted and/or other action authorized by law.

The undersigned has executed this Affidavit of Solvency, in his/her capacity as a duly authorized representative of the above stated entity, and not individually, as of this ­­\_\_\_day of , 2020.

Signature of Affiant

STATE OF\_\_\_\_\_\_\_\_\_\_\_\_\_)

COUNTY OF\_\_\_\_\_\_\_\_\_\_\_)

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2020, by

who personally appeared before me at the time of notarization, and who is personally known to me or who has produced as identification.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Notary Public

My commission expires:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

## PART VIII: OPTIONAL CHECKLIST

**REQUEST FOR PROPOSAL (RFP)**

**NASSAU COUNTY SHERIFF’S OFFICE DTENTION FACILITY**

|  |  |  |  |
| --- | --- | --- | --- |
| **SECTION** | **ATTACHMENT NAME** | **CHECK BOX** | **NCSO USE** |
| **Section 1** | RFP Qualification Cover Page |  |  |
| **Section 2** | Cover Letter |  |  |
| **Section 3** | Vendor Profile |  |  |
| **Section 4** | Staff Qualifications & Team Organization |  |  |
| **Section 5** | Related Experience |  |  |
| **Section 6** | Project Approach & Understanding |  |  |
| **Section 7** | Project References |  |  |
| **Section 8** | Additional/Administrative Information:   * Provide proper and valid licensing to conduct business in the State of Florida * Provide applicable current Department of Professional Regulation License(s) * Provide current applicable certification(s) * Provide Proof of Liability Insurance and its limits * Drug Free Work Place Form (Complete and Submit) * Conflict of Interest Declaration (Complete and Submit) * RFP Affidavit (Complete and submit) * RFP Affidavit of Solvency (Complete and Submit) * Acknowledged Addenda, if any |  |  |
| **Section 9** | Price per meal type |  |  |

**PART IX: SEALED BID MAILING LABEL**

### REQUEST FOR PROPOSAL

### FOOD SERVICE – NASSAU COUNTY DETENTION FACILITY

**Cut along the outer border and affix this label**

**to your sealed bid envelope to identify it as a**

**"Sealed Bid"**

|  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| |  |  |  |  |  |  |  |  |  | | --- | --- | --- | --- | --- | --- | --- | --- | --- | | |  | | --- | | **SEALED BID • DO NOT OPEN**    SEALED BID  NO.:  **NCSO-21-R-001** | | BID TITLE: **REQUEST FOR PROPOSAL FOR FOOD SERVICE –**  **NASSAU COUNTY SHERIFF’S OFFICE**  **DETENTION FACILITY** | | DUE  DATE/TIME: **By 4:00PM** – **December 11, 2020** | | SUBMITTED  BY:  (name and address) | |  | |  | | DELIVER TO:  Nassau County Sheriff’s Office Records Division  **SEALED BID – DO NOT OPEN**  Attention: Director J. Slebos  77151 Citizens Circle  Yulee, Fl. 32097 | |  | |