

BID SPECIFICATIONS PACKET

“FOOD SERVICE AT THE VENANGO COUNTY JAIL”



COUNTY OF VENANGO

Courthouse Annex
1174 Elk Street
Franklin, PA 16323

Phone: 814/432-9508

Fax: 814/432-4741

VENANGO COUNTY BOARD OF INSPECTIONS

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July 2014

REQUEST FOR BIDS

I. INTRODUCTION

The County of Venango is requesting bids for the provision of food service at the Prison, to include feeding inmates and Venango County employees seven days per week, and program support services for a daily population of approximately 150 inmates.

II. OBJECTIVES OF BID

The purpose of this Bid is to result in a contract between the successful bidder and the County of Venango that will meet the following objectives:

1. To deliver high quality food service, in accordance with industry standards. Food and food service shall meet all applicable federal, state, and local guidelines, laws, and regulations to include the guidelines as prescribed by the American Correctional Association.
2. To operate the food service program using correction-experienced and professionally trained personnel who will comply with all Federal, State, and Local laws, regulations, and guidelines including but not limited to Jail regulations and directives from the Warden and his supervisory personnel.
3. To operate the food service program in a cost effective manner.
4. To maintain an open collaborative relationship with the administration and staff of the Prison and other County offices.
5. To offer a comprehensive education program for staff and inmates assigned to kitchen duty.

III. BIDDING PROCESS

The following is a schedule of events concerning the bid process:

Distribution of the BID	1JULY2014
Kitchen Tour	10JULY2014 at 10:00 a.m.
Due Date/Public Opening	18JULY2014 at 10:00 a.m.
Notification of Award	12AUG2014
Commence Services	1SEPT2014

An original and two copies of the completed bid shall be submitted to:

Chief Clerk's Office
Venango County Courthouse Annex
1174 Elk Street, P.O. Box 831
Franklin, Pa. 16323

Bids must be submitted in sealed envelopes, clearly marked on the outside of the envelope "Venango County Jail Food Service Bid". Bids must be received not later than 10:00 a.m. on July 18, 2014 at the address listed above. Bids will be read immediately thereafter in Room 103 in that same facility. Bids received after 10:00 a.m. on July 18th will not be considered.

Questions regarding food service at the County Jail should be directed to:

Jeffery J. Ruditis, Warden
1186 Elk Street
Franklin, Pa. 16323
814-432-9634

Questions regarding the submission of the bid specifications should be directed to:

Denise Jones, Chief Clerk
814/432-9508

IV. SCOPE OF WORK

The successful bidder will be expected to provide the following services as part of the food service program:

A. Food Requirements:

1. Three meals with two (2) hot meals per day, seven (7) days per week, together with sack lunches of comparable nutritional value, as required by the Prison.
2. All menus and special diets must meet the audit standards for holding and detention facilities as established by the American Correctional Association. All menus will be approved prior to service by a registered dietician and the Prison's physician. All meals served will be in compliance with the National Academy of Sciences and Food standards and will provide an average of 3,000 calories per day in addition to all required nutrients.
3. A four-week menu, as prepared by a nutritionist/dietitian must be submitted in its proposal.

4. The successful bidder shall warrant that all meals will be served at appropriate temperatures and in a manner that makes them palatable (140 hot, 45 if cold), and visibly pleasing complete with condiments (dressing, sugar, salt, pepper, catsup, and/or mustard where indicated).
 5. Religious and medical diets conforming to special religious or physician ordered specifications, at no additional cost to Venango County. The bidder will submit with its proposal a sample of its corrections diet handbook or a schedule of the four-week menu it proposes to serve inmates on restricted diets.
 6. The bidder shall include in its bid, its policies for serving special meals (spirit lifters) on holidays and the proposed menus and holidays shall be identified. All such meals will be provided at the standard contract rates. A minimum of five (5) spirit lifter meals shall be provided annually, including Easter, Thanksgiving, Christmas, and New Year holiday periods and one (1) meal to be scheduled at the discretion of Venango County.
 7. The bidder agrees to provide catered meals for special events as designated by Venango County with not less than seventy-two (72) hours notice. The cost per meal shall be mutually agreed upon in advance and in writing by the parties on an event basis.
- B. The average daily population has been approximately 150 inmates. Additionally, the successful bidder shall expect to serve approximately 25 meals per day to staff and visitors. This section is not to be construed to mean that the bidder shall serve the number of meals specified on a daily basis, but rather it is provided as a guideline for possible meals to be served to such parties. The price per meal charged shall be determined by taking the actual meals served each day times the price for that number of meals in accordance with the sliding scale as set forth in the contract between the parties. The prices per meal shall be guaranteed for a period of one year unless there is a change in the scope of services, at which time the parties shall negotiate mutually agreeable financial terms. On the first day of each week, the successful bidder shall submit to Venango County, an invoice for meals ordered or meals served, whichever is greater, for the preceding week.
- C. The successful bidder shall:
1. Provide all consumable supplies and food products that are required for the food service operation. Upon termination of the contract, for any reason, Venango County shall purchase, or cause the successor food service

provider to purchase, all usable supplies and food products at the current food service provider's invoice cost.

2. Be responsible for routine cleaning and housekeeping of food service preparation, service, and storage areas, and will, on a continuing basis, maintain standards of sanitation required by state or local regulations. Cleaning supplies for the kitchen area shall be supplied by the bidder.

3. Provide an organizational chart and job descriptions for all professional and inmate staff in its proposal, including the number of inmates required per shift. Inmates will be provided, as required by the successful bidder, subject to the approval of the Warden, or designee. Such personnel shall be used for the preparation of food, delivery of meals, and general sanitation and cleaning. The successful bidder agrees to train and supervise such personnel, only with respect to the food service tasks, and subject to the overall control of the Prison.

4. Agree that its employees assigned to duty at the jail shall submit to periodic health examinations at least as frequently and as stringently as required by law, and to submit satisfactory evidence of such compliance to Venango County upon request.

5. Secure and pay for all federal, state, and local licenses, permits, and fees required for the operation of the food services provided. During the period of the contract, if it is deemed by taxing authorities that all, or a portion of the services provided are to be subject to a sales or similar tax that has not been collected by the successful bidder, Venango County agrees to pay such tax to the appropriate authority.

6. Return to Venango County, at the expiration or termination of the contract, the food service premises and all equipment furnished by Venango County in the condition in which it was received by the successful bidder, excluding ordinary wear and tear. If the premises and equipment have been lost or damaged by fire, flood, or unavoidable occurrence, or stolen by persons other than employees of the bidder without negligence on the part of the bidder or its employees, and providing that all such damages and losses are reported to Venango County for all items covered by this paragraph, Venango County will pay for needed repairs or replacements caused by normal wear and tear, theft, or otherwise.

7. Provide any additional food services as mutually agreed upon and at prices mutually agreed to in advance and in writing by the parties.

8. Keep full and accurate records of sales and meal count records in connection with the food services. A copy of such record shall be supplied to the Warden, or designee, on a monthly basis on the first working day of the subsequent month. In addition, all such records shall be available for auditing by Venango County at any reasonable time during regular working hours at such locations where such records

are normally kept. Facility inspections shall be made by Venango County when deemed necessary, with advance notice to the successful bidder and, such inspections shall not interfere with the food service operation. The facilities and equipment used in the contract shall not be used to prepare food for agencies or persons other than those designated under this bid without advance written approval of Venango County. Inspections of kitchen facilities by Venango County and County/State health agencies must achieve satisfactory ratings. If such ratings are not satisfactory, the successful bidder must notify Venango County of areas to be improved, and shall effectuate such necessary measures to remedy the deficiency within fifteen (15) days of receipt of such scores.

10. Purchase and maintain new Plast-O-Con trays, or comparable reusable plastic cups, and sporks for all feeding operations.

11. Visit and examine the facility as a precondition to its bid.

Staff Requirements:

(i) All employees of the successful bidder that will work in the Jail must be cleared by the Warden's office. All employees must comply with the Jail's written policy and procedures relating to facility security.

(ii) All bids must clearly detail the proposed use of the food service manager and inmates as part of the bidder's food service bid. Included in this section shall be a detailed explanation of method of supervision, performance review, job description, and overall approach to working with the Prison employees.

(iii) If the bidder intends to use inmates, training in food service delivery and management shall be provided by the bidder. The bid shall outline what this training will entail as part of the bidder's overall vocational training program.

(iv) Inmates are not permitted to supervise other inmates.

(v) The bidder shall submit the resumes of the District Manager and the Food Service Supervisor as a part of their bid.

VIII. CONTRACT REVIEW

Contract Review – Venango County and the successful bidder shall, within thirty (30) days of execution of an agreement, set dates through the scheduled contract termination date for quarterly review meetings between the Venango County and the successful bidder personnel for the evaluation and amendment, if necessary, of the contract.

Venango County and the successful bidder shall, within thirty (30) days of execution of a contract, formulate a monthly report form, which will establish the basis for the quarterly review sessions.

IX. COMMENCEMENT AND TERMINATION

The contract between the parties shall become effective as of 1SEPT2014, and shall remain in force unless sooner terminated as therein provided. It shall renew itself annually, upon mutual agreement and negotiation, for similar periods not to exceed five (5) annual renewals, or until notice of termination in writing is given by the other party as provided therein.

Either party may terminate the contract, for any reason, by providing notice of said termination to the other party, in writing, ninety (90) days prior to the proposed termination date.

If bidder shall refuse, fail, or be unable to perform or observe any of the terms or conditions of the contract, for any reason, Venango County shall give the other party a written notice of such breach. If, within thirty (30) days from such notice, the failure has not been corrected, Venango County may cancel the contract effective ten (10) days after the end of said ten (10) day period.

X. RESPONSIBILITY OF Venango County and the Prison

A. Venango County and the Prison shall be responsible for and provide:

1. Accurate and timely orders for the number of meals to be served to inmates, correctional officers, and staff within two (2) hours of the time scheduled for meals to be served.
2. Adequate ingress and egress to all food production and storage areas.
3. Adequate heat, lights, ventilation, and all other utilities, local intercom, and business telephone service at no charge. The telephone shall be used only for local service and local business-related calls. Should the successful bidder desire local service for personal use and other non-business related calls or long distance calls, whether business or personal, a separate telephone not connected to the county system shall be installed at the successful bidder's expense.
4. Extermination services and removal of trash and garbage from Prison loading areas.
5. General maintenance to the building structure, including, but not limited to, the maintenance of gas, water, sewer, ventilation, lighting, air conditioning, refrigeration, duct work, floor coverings, and wall and ceiling surfaces. The Prison's maintenance does not include day-to-day cleaning operations in the kitchen and food storage areas, which shall be provided by the successful bidder.

6. Adequate preparation, storage, and holding equipment and maintenance for same.
7. Security, control, and limitation of inmate movement in, to, and from the food service area, including physical security of employees, suppliers, and other authorized visitors.
8. Maintain kitchen appliances and equipment. Equipment that, in the opinion of Venango County has exceeded its useful life, or that poses a threat of injury or harm to employees of the successful bidder, or that no longer meets the standards established by OSHA, shall be replaced by Venango County on a time frame to be established by the sole discretion of Venango County.

V. QUALIFICATIONS OF BIDDER

Bidders must meet the following minimum qualifications:

1. The bidder must be organized for the purpose of providing institutional and/or volume food service, and must have five (5) years previous correctional food service experience with proven effectiveness in administering large scale corrections food service programs. The bidder will provide a general history, description, and status of its company, including a recent financial statement.
2. The bidder must be able to begin to provide services to the County Jail beginning on 1SEPT2014.
3. The bidder must have qualified and trained staff with sufficient back-up personnel to successfully complete the contract requirements in a timely fashion.
4. The bidder must have the central office capability to supervise and monitor the food service program ensuring satisfactory provision of services.
5. The bidder must submit at least five (5) references, including the name of the institution, address, contact person, and phone number.

VI. GENERAL CONDITIONS

- A. No verbal instructions or verbal information to perspective bidders will be binding on the County. The written specifications will be considered clear and complete unless written attention is called to any apparent discrepancies or incompleteness before the opening of the bids. Questions or concerns should be addressed at the Kitchen Tour that has been scheduled to be held

on 10JULY2014 at 10:00 a.m. Should any alterations to the specifications be made, written addenda will be mailed and/or faxed to all bidders. These addenda shall then be considered to be part of these specifications.

- B. Submission of a proposal will be considered as conclusive evidence of the bidder's complete examination and understanding of the specifications.
- C. The County reserves the right to reject any or all proposals; the right to request additional information from any vendor; the right in their sole discretion, to accept the proposal considered most favorable; and the right to waive minor irregularities in the procedures or bids if it is deemed in the best interest of the County of Venango.
- D. The award will be made to that responsive and responsible bidder whose bid, conforming to specifications, will be most advantageous to the County, price and other factors considered, such as quality of service. The award may or may not be made to the firm with the lowest cost.
- E. The bidder will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, national origin or handicap. The bidder will take affirmative action to ensure that applicants are employed without regard to race, color, religion, sex, age, handicap, or national origin. Bidders will take steps to insure employees are treated during employment without regard to race, color, religion, sex, age, handicap or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

Indemnification

The vendor shall assume the defense of and indemnify and hold harmless the County, their officers, agents and employees from and against all claims, demands, actions, suits and proceeding by others and against all liability, both negligent and non-negligent, arising directly or indirectly out of the actions of the vendor in their performance of this contract.

Insurance

The successful vendor shall procure, maintain, and provide proof of, insurance coverage for injuries to persons and/or property damage as may arise from or in conjunction with, the work performed on behalf of the County by the vendor, his agents, representatives, employees or subcontractors. Proof of coverage as contained herein shall be submitted fifteen (15) days prior to the commencement of work, and such coverage shall be maintained by the vendor for the duration of the contract period; for occurrence policies.

Claims made policies shall be in force or that coverage purchased for three (3) years after contract completion date.

General Liability

Coverage shall be as broad as: Comprehensive General Liability endorsed to include Broad Form, Commercial General Liability form including Products/Completed Operations.

Minimum Limits

General Liability:
\$5,000,000 General Aggregate Limit
\$5,000,000 Products & Completed Operations
\$5,000,000 Personal and Advertising Injury
\$5,000,000 Each Occurrence Limit
\$ 100,000 Fire Damage Limit
\$ 10,000 Medical Expense Limit

Automobile Liability

Coverage sufficient to cover all vehicles owned, used, or hired by the vendor, his agents, representatives, employees or subcontractors.

Minimum Limits

Automobile Liability
\$ 5,000,000 Combined Single Limit
\$ 5,000,000 Each Occurrence Limit
\$ 5,000 Medical Expense Limit

Worker's Compensation

Limits as required by the Workers' Compensation Act of Pennsylvania

Statutory Limits \$1,000,000

Owners' and Contractors' Protective Policy

Policy will be in name of the County.

Minimum limits: \$5,000,000

Coverage Provisions

All deductibles or self-insured retention shall appear on the certificate(s).

Venango County, its officers/officials, employees, agents and volunteers shall be added as "additional insured" as their interests may appear. This provision does not apply to Professional Liability or Workers' Compensation/Employers' Liability.

The vendor's insurance shall be primary over any applicable insurance or self-insurance maintained by the County.

The vendor shall provide thirty (30) days written notice to the County before any cancellation, suspension, or void of coverage in whole or part, where such provision is reasonable.

All coverage's for subcontractors of the vendor shall be subject to all of the requirements stated herein.

All deductibles or self-insured retention shall appear on the certificate(s) and shall be subject to approval by the County. At the option of the County, either the insurer shall reduce or eliminate such deductible or self-insured retention; or the vendor shall be required to procure a bond guaranteeing payment of losses and related claims expenses.

Failure to comply with any reporting provisions of the policy(ies) shall not affect coverage provided the County, its officers/officials, agents, employees and volunteers.

The insurer shall agree to waive all rights of subrogation against the County, its officers/officials, agents, employees or volunteers for any act, omission or condition of premises which the parties may be held liable by reason of negligence.

The vendor shall furnish the County certificates of insurance including endorsements affecting coverage. The certificates are to be signed by a person authorized by the insurance company(ies) to bind coverage on its behalf, if executed by a broker, notarized copy of authorization to bind, or certify coverage shall be attached.

All insurance shall be placed with insurers maintaining an A.M. Best rating of no less than an A: VII. If A.M. Best rating is less than A: VII, approval shall be received from County's Risk Officer.

All coverage designated herein shall be as broad as the Insurance Services Office (ISO) forms filed for use with the Commonwealth of Pennsylvania.

Hold Harmless Clause

The vendor shall, during the term of the contract including any warranty period, indemnify, defend, and hold harmless the County, its officials, employees, agents, and representatives thereof from all suits, actions, or claims of any kind, including attorney's fees, brought on account of any personal injuries, damages, or violations of rights, sustained by any person or property in consequence of any neglect in safeguarding contract work or on account of any act or omission by the contractor or his employees, or from any claims or amounts arising from violation of any law, bylaw, ordinance, regulation or decree. The vendor agrees that this clause shall include claims involving infringement of patent or copyright.

VII. PROPOSAL PACKAGE

Bidders must submit a response in the form of a bid that includes the following sections:

A. Transmittal Letter

This letter is to be a brief letter, addressed to the Warden that provides the following information.

1. Name and address of the bidder;
2. Name, title, and telephone number of the contact person for the bidder;
3. A statement that the proposal is in response to this BID; and
4. The signature, typed name, and the title of the individual who is authorized to commit the bidder to the proposal.
5. Completed Form Attachment A.

B. Technical Proposal

This portion of the proposal must address each item listed below:

1. Company Profile
 - (a) Date organized to provide food service management in institutional and correctional facilities.
 - (b) Corporate background and depth of support:
 - ✓ Number of employees
 - ✓ Places where you currently do business
 - ✓ Financial Status
 - ✓ Number of years providing food service
2. Company achievements in providing correctional food service management.
3. Corporate office organizational structure.
4. References, with addresses and phone contacts.

C. Operational Requirements – All bids must clearly define:

1. Procedures of meal delivery to the inmates and staff.
2. Quality of inventory control methods and standards.
3. Procedures for providing safe, sanitary, and secure food service management, including supervision and control of inmate labor and internal security of products and equipment available to inmates.
4. Procedures for dealing with inmate/staff complaints about food.
5. Any additional equipment necessary for efficient food service operation.
6. Procedures for weekly billing and weekly inventory of food supplies.
7. Operational procedures for handling food service should on-site kitchen facilities be rendered unusable through fire, etc.

VIII. COST SUMMARY

A. The cost per meal prepared shall be indicated on the bid summary sheet included in this bid as Attachment A.

IX. CHECK LIST OF ITEMS TO INCLUDE IN BID PROPOSAL:

- _____ Transmittal Letter
- _____ Technical Proposal
- _____ Attachment A – Cost Summary
- _____ Attachment B – Anti Collusion Statement
- _____ Attachment C – Debarment Certification
- _____ Resumes of District Manager and Food Service Supervisor
- _____ Five (5) References
- _____ Cash, a certified check, cashier’s check, bank good faith check, made payable to the County of Venango, or other irrevocable letter of credit drawn upon a bank authorized to do business in the Commonwealth or by a bond with corporate surety equal to 10% of the bid total.
- _____ Authorized Signature and Contact Information completed on Attachment A

ATTACHMENT B

ANTI-COLLUSION STATEMENT

TO ALL BIDDERS-OFFERORS

THIS STATEMENT MUST BE EXECUTED AND RETURNED WITH BID/PROPOSAL DOCUMENTS

In the preparations and submissions of the bid/proposal on behalf of _____

(NAME OF VENDOR)

We did not either directly or indirectly enter into any combination or arrangement with any person, firm or corporation, or enter into any agreement, participate in any collusion, otherwise take any action in the restraint of free competition or violation of the Sherman Anti-trust Act, 15 USCS, Section 1 et seq.

The undersigned vendor hereby certifies that this agreement, or any claims resulting therefrom, is not the result of, or affected by, any act of collusion with, or any act of, another person or persons, firm or corporation engaged in the same line of business commerce; and that no person acting for, or employed by the Venango County Prison has an interest in, or is concerned with this proposal and that no persons, firm or corporation, other than the undersigned, have or are interested in this proposal.

BY: _____

COMPANY

BUSINESS ADDRESS

Subscribed and sworn before me this _____ day of _____ 20____ in _____.

CITY AND STATE

NOTARY PUBLIC