

Collier County Sheriff's Office



RFP #14-004

Correctional Food Management Services

Release date: May 9, 2014

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PROPOSAL DUE DATE, TIME AND DELIVERY LOCATION:

- July 2, 2014
- BY 04:00:00 P.M. EST
- Collier County Sheriff's Office
Purchasing Department
2885 County Barn Road
Naples, FL 34112

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1. INTRODUCTION

This Request for Proposal issued by the Collier County Sheriff's Office ("CCSO") is for the provision of Correctional Food Management Services for the Naples and Immokalee Jail Centers.

A. Intent

1. Collection of information from qualified firms for the fair and objective evaluation of proposals for the provision of Correctional Food Management Services.
2. Provision of fully responsive and responsible contract for the effective delivery of Correctional Food Management Services to CCSO Correctional facilities by a qualified Correctional Food Management Services vendor.
3. The proposed solution shall perform in accordance with the Scope of Work (SOW). Furthermore, it shall be in compliance and with mandated requirements of the Florida Model Jail Codes & Standards, National Sheriff's Association, American Correctional Association, Commission on Accreditation for Law Enforcement Accreditation (CALEA) as well as all local, state, Federal Grant and Federal laws, Federal School lunch, guidelines, standards, and regulations.
4. The proposed solution shall comply with the conditions of the Federal Occupational and Health Act and the standards and regulations issued thereunder. Proposer shall certify that all items furnished and procured under provisions of this request shall conform to and comply with said standards and regulations.

B. Schedule of Events

Important Note: The following table outlines the activities relevant to this process. CCSO reserves the right to alter this request during the proposal process. It shall be the proposer's responsibility to review the CCSO website periodically to verify changes. Notifications regarding alterations to any portion of this request shall be made through addenda/addendum and shall be posted to the website. The section of the website may be accessed at: www.colliersheriff.org, "How do I" tab or by accessing the following link: <http://www2.colliersheriff.org/aboutus/purchasing/rfp1.asp>

Event	Time	Date
RFP issued	N/A	May 9, 2014
		May 11, 2014
Legal Notice Ad-Published: Naples Daily News	N/A	May 18, 2014
Proposer's Questions Deadline	05:00:00 PM. EST	May 23, 2014
Mandatory Registration for Site visit & Pre-Proposal Conference	05:00:00 P.M. EST	May 30, 2014
Mandatory Site visit & Pre-Proposal Conference	10:00:00 A.M. EST	June 11, 2014
Proposal Due	4:00 P.M. EST	July 2, 2014
Proposal Public Bid Opening	09:00:00 A.M. EST	July 3, 2014
Evaluators Review Begins	N/A	July 7, 2014
Evaluators Review Ends	N/A	July 18, 2014
Contract Award Announcement	N/A	July 25, 2014
Contract Start	N/A	October 1, 2014

C. Contact Information

1. Please utilize the CCSO Purchasing Department contact information listed below for all correspondence listed in this request.

All correspondence shall be directed to the CCSO Purchasing Department:

- Jennifer Rumbaut-Espinosa, CPPB Buyer II
- Melissa Pearson, CPPB Senior Buyer

Direct: 239/252-9040

Fax: 239/252-9099

Email: purchasing@colliersheriff.org

2. Direct communication with any member of the CCSO, with the exception of Purchasing staff, pertaining to the subject of this proposal is expressly forbidden except with the foreknowledge and expressed written authorization by a member of the Purchasing department.

Proposers who fail to communicate through the Purchasing Department and attempt to solicit or lobby information, either directly or indirectly, through CCSO members or other sources may ultimately result in proposal rejection and disqualification.

D. Questions

All questions shall be emailed to purchasing@colliersheriff.org. Telephoned or faxed questions shall not be accepted or considered. Proposers shall submit all questions in the following format:

- Provide the section number, section title name, paragraph number (if applicable), and page number of the RFP for which they are inquiring.

E. Questions Deadline

The deadline to submit questions shall be May 23, 2014 by 5:00 P.M. EST.

F. Mandatory Site visit & Pre-Proposal Conference

A mandatory site visit and pre-proposal conference will be held on June 11, 2014 at 10:00:00 A.M. EST. All interested parties will convene at the Naples Jail Center lobby located at 3347 Tamiami Trail East, Naples, FL 34112. Additional check in time should be allotted prior to meeting commencement. The site visit shall begin promptly at 10:00:00 A.M. Following the site visit, a mandatory pre-proposal conference will be held at the same. Attendance to the site visit and pre-proposal conference is mandatory in order to submit a proposal for the services outlined in this request.

G. Proposal Submission Due Date

Proposals shall be received at the Purchasing Department of the Collier County Sheriff's Office located at 2885 County Barn Road, Naples, Florida 34112 by 04:00:00 P.M. EST on July

2, 2014. Proposals received after the deadline shall not be considered and will be returned unopened to the return address listed on the package. Late submissions caused by a delay in shipment shall not be considered. Proposers shall be solely responsible for the timely delivery of their proposal regardless of the delivery method used.

H. Public Bid Opening

The Proposal Public Bid Opening shall be at the Purchasing Department of the Collier County Sheriff's Office Conference Room located at 2885 County Barn Road, Naples, FL 34112 on July 3, 2014 at 09:00:00 A.M. EST. The Proposal Public Bid Opening shall serve to solely reveal the Proposers whom submitted responses to this request by the advertised deadline. Details pertaining to the proposal submission content shall not be revealed. Responsive and responsible proposals shall subsequently be submitted to the evaluation committee for independent review and scoring.

I. Proposal Submission Format

In order to properly review and efficiently locate all requested information, it is imperative that Proposer's follow the outline for submission listed below.

1. Proposer's failing to respond in the following manner may be declared non-responsive:
 - i. Proposer shall provide a proposal, typed or computer generated, in English, clearly responding to all specifications, requirements, criteria and questions outlined in the request and detail exceptions to any portion of this request.
2. Proposer shall submit hard copies and one electronic copy of the technical proposal and pricing response as follows:
 - One (1) original
 - One (4) exact copy
 - One (1) electronic format
 - Each proposal copy shall be sealed inside separately in opaque packages and marked as "Original" or "Copy."
 - Package addressed to: Collier County Sheriff's Office
RFP #14-004
Correctional Food Management Services
Attn: Purchasing Department
2885 County Barn Road
Naples, FL 34112
3. Proposers shall submit their response in three-ring binders in the following format. Tabbed dividers shall separate each section and the tabs shall have typed labels identifying each tabbed section listed below. It is mandatory that all proposals be presented in the following format. Failure to do so may result in the proposal being declared non-responsive.

Tab A. Transmittal Letter

1. Proposer shall draft a letter to the CCSO Purchasing Department to include the following points:
 - a. Date of letter
 - b. Name and address of the Proposer.
 - c. Point of contact names, titles, telephone numbers, and email addresses for each of the following functions:
 1. Performance/Scope of Work (SOW)
 2. Price Proposal
 3. Contractual
 - d. A statement that the proposal is indeed in response to the request for RFP #14-004 Correctional Food Management Services.
 - e. A statement that the proposal is an irrevocable offer by the Proposer for one hundred twenty (120) business days from the date of submission.
 - f. A closing statement from the person who has the authoritative level and is authorized to commit the organization to the entire proposal and all associated costs. It shall include the individual's typed name and title with original "ink" signature on the letter. Unsigned proposal letters by an authorized officer of the Proposer's organization may be deemed non-responsive.

Tab B. Qualifications and Project Experience

Proposer shall submit professional qualification resumes for the individual(s) that will be assigned to the account to include owner(s) and manager(s). Documents shall depict the organization's relevant project experience and background information, logistical capabilities, as well as other pertinent supporting data which addresses each point outlined under Proposer Qualifications, Section 3 of this request.

This portion shall include the information outlined above and include, but not be limited to, the following:

1. Organizational Structure
2. Date Company was organized for the purpose of providing Correctional Food Management Services in an institutional or correctional setting.
3. Achievements in providing Correctional Food Management Services.
4. Listing of current contracts with facilities that have an inmate population in excess of 800. Listing shall include contact name, address, and telephone number. The facility may be contacted by CCSO as a reference during the evaluation process.

5. Listing of correctional accounts terminated within the last three (3) years. Listing shall include contact name, address, telephone number, and reason for termination. The facility may be contacted by CCSO as a reference during the evaluation process.
6. Licensing and certification of staff to be assigned to complete services outlined in this request.
7. Recruitment policies and procedures.
8. Training process and procedures for food preparation staff and inmate kitchen assistants.
9. Preventative maintenance policies and procedures for kitchen sanitation and equipment to ensure all facilities and equipment meet safe, sanitary, and acceptable operational conditions.
10. Quality and inventory control policies and procedures.
11. Procedures for addressing and curing inmate or staff grievances.
12. Quality assurance program policies and procedures including methods, standards, monthly reporting practices, and documentation.

Tab C. Executive Summary

Proposer shall provide a summarization reflecting their understanding of the performance specifications for the project and shall address the organization's intended solution to address the requirements outlined in this request. Furthermore, Proposer shall provide a statement indicating their review and approval of the existing facilities. If facilities are found to be unsatisfactory, Proposer shall provide a listing of deficiencies they believe require correction prior to commencement of the awarded contract. CCSO reserves the right to approve or decline recommendations.

Tab D. Performance/Scope of Work (SOW)

Proposer shall agree or make exception to each corresponding component of the Performance/Scope of Work (SOW) specifications. A detailed explanation of all proposed exceptions shall be provided in a separate section; Tab F, of the proposal submission.

Tab E. Pricing Proposal

Proposer shall provide pricing for a Correctional Food Management program for both CCSO correctional facilities with an anticipated average number of 850 inmates based on a cost per meal. Pricing for meals shall be quoted for 800 inmates, in increments of 100, up to a maximum of 1,200 inmates.

Tab F. Exceptions to Specifications

1. Proposer shall indicate whether they comply or do not comply with the specifications outlined in this request.
2. Proposer's taking exception to any part of this request shall indicate such exceptions on a separate sheet entitled "Exceptions to Specifications." A detailed explanation to an alternative shall be provided outlining the benefit over the requested specification(s). Proposers shall submit all exceptions in the following format:
 - Provide the section number, title name, paragraph number (if applicable), and page number of the RFP for which they are submitting an exception.
3. Failures to indicate any exceptions shall be interpreted as the Proposer's intent to fully comply with the specifications as written in the RFP.

Tab G. Certificate of Insurance Questionnaire (Attachment)

1. Include an Accord certificate of insurance showing coverage's required by this request or fill in the questionnaire affirming that all coverage's and policies are in force or will be in force prior to contract commencement date.
2. Certificate of Insurance shall be presented to the Purchasing Department naming CCSO as the "Additional Insured" three (3) days prior to contract commencement date.

Tab H. Drug Free Workplace Policy or Certificate (Attachment)

Proposer shall maintain a drug-free workplace and provide a policy or certificate stating that the policy is being conscientiously applied.

Tab I. Unauthorized Alien (Attachment)

Notarized statement that the Proposer does not employ unauthorized aliens in accordance with Section 274A (e) of the Immigration Nationality Act (8 U.S.C. 1324a), as required in Section 3.0.1.G.

Tab J. Equal Rights Act Statement (Attachment)

A statement certifying that the proposer is in accordance with the provisions of Title VII of the 1968 Equal Rights Act as amended by the Equal Employment Opportunity Act of 1972 and Executive Order 11914, indicating that the Proposer does not discriminate on the basis of race, color, sex, religion, national origin or disability in its employment practices.

Tab K. References (Attachment)

Proposer shall provide three (3) governmental correctional facility references, not to include CCSO, confirming Proposer's proven ability providing similar services as requested in this solicitation.

Tab L. Public Entity Crime Form (Attachment)

Sworn, signed statement Pursuant to Section 287.133(3)(a) F.S. on Entity Crimes

Tab M. Addendum (if applicable) (Attachment)

1. Changes to the schedule of events or the solicitation shall be posted to the CCSO website in the form of a (n) Addenda/Addendum. It shall be the Proposer's responsibility to review the CCSO website periodically and prior to proposal submission.
2. Addenda/addendum posted to the website shall be printed, acknowledged and included in the Proposer's submission placed in Tab M.

2. EVALUATION

- A.** Proposals shall be evaluated and scored for completeness and Contractor's capabilities to meet and/or exceed the requirements in this request.
- B.** All proposal(s) shall be scored and an award made to the responsive and responsible Contractor whose proposal is determined to be the most professionally and technically responsive; not necessarily to the lowest priced proposal.
- C.** CCSO reserves the right to negotiate further terms and conditions, including price, with the highest ranked Proposer at the end of the evaluation process. If CCSO is unable to reach a mutually beneficial agreement with the first selected Proposer, CCSO reserves the right to enter into negotiations with the next highest ranked Proposer and continue the process until an agreement is reached.

Proposers are cautioned to provide their best offer initially. Prior to negotiations with the highest ranked Proposer, Proposers providing additional information requested by CCSO shall not submit any information in their response that will alter or change the terms and conditions of their original proposal.

- D.** Proposals shall be initially reviewed to determine their responsiveness, responsibility, and compliance with the RFP format, qualifications, and disqualifications. Failure to meet the initial review requirements may cause the proposal to be rejected and eliminated for further review by the evaluation members.
- E.** Evaluation members shall independently review and subjectively score each proposal received in response to this request.

- F. At no time shall the scoring members meet or jointly discuss any of the proposals received in response to this request with the exception of any oral presentation requested of the Proposers by the Purchasing Department or attendance at a Protest Hearing should a protest be lodged by one or more unsuccessful proposers.
- G. During the evaluation process CCSO may request answers to questions regarding their proposal from the Proposer's representative.
- H. Evaluation members shall not disclose any information derived from one proposal to any other proposer.
- I. Proposal evaluations and subsequent contract award shall be based on the following criteria and scoring weight.

Evaluation Point Assessment

DESCRIPTION	WEIGHT
Qualification & Experience	25.00%
Executive Summary	10.00%
Scope of Work (SOW)	25.00%
Performance Capability	15.00%
Pricing Proposal	25.00%

3. PROPOSER QUALIFICATIONS & DISQUALIFICATIONS

A. Qualifications:

1. The Proposer shall submit a fully responsive and responsible proposal.
2. The Proposer shall have a proven ability for immediate contract start evidential by past performance and current resources.
3. The Proposer shall have demonstrated experience as a reputable, qualified firm that is fully organized and has the financial resources for the purpose of providing Correctional Food Management Services.
4. The Proposer shall submit detailed resumes with the professional qualifications of the individual(s) that will be assigned to the project.
5. The Proposer shall submit a detailed document depicting the organization's financial resources and relevant project experience, similar in nature to this request, depicting the logistical capabilities and other pertinent supporting data.
6. The Proposer shall have a minimum of five (5) years' experience with proven abilities and financial resources to provide Correctional Food Management Services to jail facilities with populations exceeding 800 inmates.
7. The Proposer shall provide references from three (3) correctional facilities providing the names, addresses, telephone numbers and contact names where similar services have been successfully provided and are fully operational.

8. The Proposer shall have at least five (5) years of experience in maintaining National Commission on Correctional Health Care (NCCHC) and American Correctional Association (ACA) accreditation in jail facilities which are currently under contract with the Proposer.
9. The Proposer shall have exceptional recruiting capability including professional recruiting personnel and recruiting systems in place.
10. The Proposer shall possess a central office in order to properly monitor and supervise the Correctional Food Management program to ensure satisfactory execution of the terms of services outlined in the contract as well as provide administrative support services to on-site personnel.
 - a. Proposer shall designate a Food Management Director to CCSO.
 - b. Proposer shall designate an on-site Administrator, with Correctional Food Management Services knowledge and experience, who will manage and direct all administrative functions of the program to ensure the delivery of quality and nutritional food services. Administrator shall be subject to CCSO Jail Administration review.
11. The Proposer shall maintain an open and collaborative relationship with CCSO.
12. The Proposer shall maintain a Correctional Food Management Services program in a cost effective and efficient manner.
13. The Proposer shall be cognizant of respect to inmate rights when performing the responsibilities outlined in this request.
14. The Proposer, including all subcontractors, used in the performance of the responsibilities outlined in this request shall maintain a drug-free workplace policy or certificate and said document shall confirm pre-employment and random drug screening of all employees. The Proposer shall certify at the time of submission of their proposal that such a program is in place and functioning. CCSO reserves the right to periodically request, during the term of the contract, proof that the drug-free workplace is being conscientiously applied. Further, CCSO reserves the right to request drug screening on particular employees of the Successful Proposer derived from complaints given by inmates, CCSO staff, or other employees of the Successful Proposer.
15. In accordance with Section 287.133(3)(a), Florida Statutes, prospective proposers shall complete the attached notarized statement pursuant to Section 287.133(3)(a), Florida Statutes regarding Public Entity Crimes concerning convictions of the proposer for public entity crimes. The completed form shall be submitted with the proposal response.
16. Proposer shall not employ unauthorized aliens in accordance with the provisions of Section 274A (e) of the Immigration and Nationality Act (8 U.S.C. 1324a).

17. In accordance with the provisions of Title VII of the 1968 Civil Rights Act as amended by the Equal Employment Opportunity Act of 1972 and Executive Order 11914, the Proposer shall not discriminate on the basis of race, color, sex, religion, age, national origin or disability in its employment practices.
18. CCSO Jail Administration shall conduct a background screening on all contract employees accessing CCSO buildings, properties, databases, or documents of the Sheriff. If required, Proposer shall comply with the mandated background screening for those employees, technicians, and/or contractors and sub-contractors.

B. Disqualifications:

1. Any of the following reasons may be considered as sufficient cause for disqualification of a proposer and the rejection of his/her proposal or proposals:
 - a. More than one proposal for the same provision of services from an individual, firm or corporation under the same or different name.
 - b. Evidence that the Proposer has a financial interest in the firm of another Proposer for the provision of the same services.
 - c. Evidence of collusion among proposers. Participants in such collusion shall receive no recognition as proposers for the provision of any services until such participant has been reinstated as a qualified proposer or a period of five (5) years whichever is greater.
 - d. Default under a previous contract for the provision of services or products to CCSO.
2. Failure of the Proposer to disclose at the time of submission of his/her proposal that any member of the CCSO, or an immediate family member of a member of the CCSO, has more than five percent (5%) interest in the submitting organization.
3. Proposer has been debarred or suspended from participation in the State of Florida's term contract program or SPURS System.
4. Employment of unauthorized aliens in violation of Section 274A(e) of the Immigration and Nationality Act (8 U.S.C. 1324a).
5. Evidence that the Proposer discriminates in its employment practices in violation of Title VII of the 1968 Civil Rights Act as amended by the Equal Opportunity Employment Act of 1972 and Executive Order 11914.
6. Failure of the Proposer to respond as outlined in Proposal Submission Format, Section 1.9, and Scope of Work (SOW), Section 8, may disqualify them from the evaluation process and deem the proposal non-responsive.

4. CONTRACT AWARD

- A.** It is the desire of the Sheriff that all of the services be provided by a single vendor; however, if it is determined to be in the best interest of the CCSO and the Citizens of Collier County, then the contract, in whole or parts, may be awarded to multiple vendors.
- B.** The award shall be made to the responsive and responsible proposer whose proposal is determined to be the most professionally and technically responsive and demonstrates the best capability to fulfill the requirements as specified in the request and not necessarily to the lowest priced proposal. The selection process may include a request for additional information. The Sheriff's decision is final.
- C.** The Sheriff reserves the right to reject any and all, or parts of any and all proposals; re-advertise this request; postpone or cancel, at any time, this proposal process; or waive any irregularities in this request for proposal or in the proposal(s) received as a result of this request.
- D.** The determination, criteria, and process whereby proposals are evaluated, the decision as to who shall receive the contract award, or award suspension made as a result of this request shall be at the sole discretion of the Sheriff.
- E.** If a sealed proposal contains information that a proposer does not wish disclosed to the public, or used for any purpose other than the evaluation of this offer, such information shall be submitted with indications on each page specifying that the material is "Proprietary", "Confidential," or a "Trade Secret".
- F.** All information contained in the proposal shall remain confidential throughout the duration of the evaluation process. However, in accordance with Chapter 119, Florida Statutes and other pertinent sunshine laws of the State of Florida, upon award, all information submitted in each proposal shall be available for public review.
- G.** Proposers shall provide any and all statements within their sealed proposal response which they desire to be included in a final contract for provision of Correctional Food Management Services. Any exceptions to any terms and conditions may be made and shall be subject to negotiation. However, the inability to contractually guarantee any statement or specification may result in future elimination.

5. PROTEST

- A.** Protest of an award shall be filed ten (10) business days, in writing, from the date of the award announcement, no later than 05:00:00 P.M. EST. Protest shall be filed with the Collier County Sheriff's Office, Purchasing Department Manager, and the following shall be included:
 - Name, address, and telephone number of protester
 - Solicitation number of RFP
 - A detailed statement enumerating sections of the proposal and/or the evaluation process that the protestor considers to be flawed or unfair.

- Protestor or its representative's original signature
- B. Protest review and action by the Sheriff, or his designee, shall be considered final with no further formalities being considered.
- C. Proposer's failure to follow the bid protest guidelines and timeline of ten (10) business days shall constitute a waiver of the Proposer's right to protest and any resultant claim.

6. TERMS AND CONDITIONS

A. **Definitions:**

For the purpose of this article only, the following terms have the meaning indicated.

1. Request for Proposal (RFP). A solicitation document issued by the procurement office requesting proposals from potential Proposers for goods and/or services. Various factors are evaluated for best value with price not being the primary evaluation factor. Allows for the negotiation of all terms, including price prior to contract award. May include provisions for negotiations of Best and Final Offers.
2. CCSO means the Collier County Sheriff's Office, its correctional facilities, its divisions, substations, agencies, officials, officers and employees.
3. Proposer means contractor, vendor, and its officers, agents, representatives, and employees.
4. Successful Proposer means contractor or vendor awarded the contract.

B. **Liabilities**

1. **Indemnification:** Successful Proposer shall indemnify, defend, and hold the CCSO harmless from and against liabilities arising for any suits, actions, or claims of any character relating to the Successful Proposer's performance or non-performance under the awarded contract.
 - a. The CCSO has no obligation to provide legal counsel or legal defense to the Successful Proposer in the event that a suit, claim, or action of any character is brought by any person not party to the awarded contract against the Successful Proposer as a result of or relating to the Successful Proposer's obligations under the awarded contract.
 - b. The CCSO has no obligation for the payment of any judgment or the settlement of any claims made against the Successful Proposer as a result of or relating to the Successful Proposer's obligations under the awarded contract.
 - c. The Successful Proposer shall give immediate notice to the Sheriff, or his designated representative, of any claim or suit made or filed against the Successful Proposer or any matter pertaining to the awarded contract.
 - d. The Successful Proposer shall cooperate, assist and consult with the CCSO in any claim, suit or action made or filed against the CCSO or Collier County as a result of or relating to the Successful Proposer's obligations under the awarded contract.
2. **OSHA Compliance:** The Successful Proposer expressly agrees that it shall be solely responsible for supervising its employees, that it shall comply with all rules, regulations,

orders, standards, and interpretations promulgated pursuant to the OSHA Act of 1970, including but not limited to training, recordkeeping, providing personal protective equipment, lockout/tagout procedures, material safety data sheets and labeling as required by the Right to Know Standards, 29 CFR 1910.1200.

3. **PREA Compliance:** The Collier County Sheriff's Office has a zero tolerance of sexual abuse or sexual harassment of inmates. CCSO adheres to the Prison Rape Elimination Act (PREA) of 2013. Per PREA standard 115.32, training will be provided by this agency for contracted employees and volunteers who may have contact with inmates. Per PREA standard 115.77, contractors or volunteers that engage in sexual abuse or harassment of inmates will be prohibited from continued contact with inmates. Violations will be reported to law enforcement and/or licensing bodies as applicable.
4. **Independent Contractor:** The CCSO shall expressly acknowledge that the Successful Proposer is an independent contractor, and nothing in their Agreement is intended nor shall it be construed to create an agency relationship, an employer/employee relationship, a joint venture relationship, or any other relationship allowing CCSO to exercise control or discretion over the manner or method by which the Successful Proposer performs their obligations under their Agreement.
5. **Personnel:** The Successful Proposer certifies that it has, or shall secure at its own expense, all personnel required in performing the services under the awarded contract. Such personnel shall not be employees or have any contractual relationship with CCSO.
 - a. All of the services required hereunder shall be performed by the Successful Proposer or under its supervision and all personnel engaged in the work shall be fully qualified to perform such services.
6. **Litigation Costs:** All of the Successful Proposer's litigation costs including reasonable attorney fees, arising from disputes under the awarded contract shall be paid by the Successful Proposer.
7. **Confidentiality of Information:** The Successful Proposer shall agree that all CCSO files, records and electronic communications pertaining to the Successful Proposer's obligations under the awarded contract, are the exclusive property of CCSO and all information contained therein is confidential and is not to be discussed, copied, published or disseminated to any individual or organization outside of CCSO without the written approval of CCSO.
8. **Venue:** The CCSO and the Successful Proposer shall agree that the awarded contract shall be a Florida contract to be performed in Florida, and further that any litigation arising thereunder shall be brought and completed in Collier County, Florida and other pertinent Florida courts. Furthermore, neither party shall seek to remove such litigation from Circuit Courts or Appellate Courts of the State of Florida by application of conflict of laws or any other removal process.
9. **Assignment:** Neither the awarded contract nor any of the Successful Proposer's obligations hereunder shall be transferred by the Successful Proposer in whole or part without the expressed written permission of CCSO.

10. **Liquidated Damages:** The Successful Proposer shall agree to liquidated damage recovery in the event of failure to perform in accordance with the awarded contract resulting from this request.

Should the Successful Proposer default and fail to cure said default within fifteen (15) calendar days, CCSO may procure the necessary supplies through external sources and hold the Successful Proposer financially responsible for any excess costs incurred. The variance between the bid price of the product and actual price paid for each circumstance shall be deducted from the funds owed to the Successful Proposer. Recurrence of failure to perform shall result in the cancellation of the awarded contract and removal of the Successful Proposer from the qualified proposer's list for a period of three (3) years.

11. **Disclaimer:** Due care and diligence has been exercised in the preparation of this request and all information contained herein is believed to be substantially correct. Responsibility for determining the full extent of the Correctional Food Management Services and all administrative responsibilities rests solely on the Proposer. Neither the CCSO nor its representatives shall be responsible for any error or omission in this request, nor for the failure on the part of the proposer to determine the full extent of the exposure.

C. **Insurance**

1. The Successful Proposer shall provide a certificate of insurance indicating that the following insurance requirements are in force at the time of contract start date:
 - a. **Workers Compensation:** Statutory benefits with minimum employer's liability of \$100,000 each accident.
 - b. **General Liability:** The Successful Proposer shall warrant that it and all of its employees shall have general liability insurance coverage with minimum limits of \$1,000,000 per occurrence and \$2,000,000 in aggregate annually naming the CCSO as additionally insured.
 - c. **Automobile Liability:** Liability insurance covering all owned and hired vehicles used in connection with the Successful Proposer's obligations under the awarded contract, of not less than \$500,000 combined single limit per occurrence.
2. The Successful Proposer shall be solely responsible for the payment for required coverage's and the payment of any deductibles required by said policies.
3. Any cancellation, reduction in value or lapse of insurance coverage shall be considered a material breach of the awarded contract.
4. The Successful Proposer shall be responsible in providing valid certificates of insurance with the requirements outlined above to CCSO throughout the duration of the contract term.

7. **ADJUSTMENTS/MODIFICATIONS/AMENDMENTS**

- A. Should the Collier County Sheriff's Office and the Successful Proposer mutually agree to a change in the scope of the program during the contract term, a mutually agreed to price adjustment shall be allowed.

- B. Changes in contractual provisions of services to be furnished under the contract may be made only in writing and shall be approved mutually by an agent of the Successful Proposer and the Sheriff's Office.
- C. The Successful Proposer shall give full attention to the faithful execution of the contract, shall keep the contract under his control, and shall not by power of attorney or otherwise assign the contract to any other party without prior written approval of the Sheriff.
- D. Should the work outlined in the awarded contract become delayed or abandoned by the Successful Proposer, or if at any time the CCSO shall be of the opinion that the work outlined in the awarded contract has become delayed or abandoned, CCSO shall provide written notification to the Successful Proposer of their intent to annul the awarded contract, or any part thereof, should the Successful Proposer fail to resolve the matter within thirty (30) days of the official written notice.
- E. Should laws change requiring additional services or significant changes in costs, the Successful Proposer and the CCSO shall negotiate an equitable price adjustment.
- F. During the term of the awarded contract, the Successful Proposer shall furnish all of the services specified in the request for proposal.
- G. The Successful Proposer understands and agrees that the awarded contract is a requirements contract and the Collier County Sheriff's Office shall have no responsibility or obligation to the Successful Proposer in providing contractor's services.
- H. All notices and requests by the Sheriff's Office or the Successful Proposer shall be in writing and shall be delivered by certified mail, return receipt requested, to the correct address of the parties to the contract. Either party may change its address by giving notice of the new address to the other party.

8. PERFORMANCE/ SCOPE OF WORK (SOW)

1. Overview & Background:

The Collier County Sheriff's Office (CCSO) is requesting proposals for Correctional Food Management Services for the Naples Jail Center (NJC) and Immokalee Jail Center (IJC).

Site Locations:

Naples Jail Center
 3347 Tamiami Trail East
 Naples, FL. 34112

Immokalee Jail Center
 302 Stockade Road
 Immokalee, FL. 34142

The Successful Proposer shall be required to meet or exceed the following specifications and requirements. This specification is intended to be utilized as a guideline and should not be considered all inclusive. The contract shall include the responsibility for providing Correctional Food Management Services for the CCSO Correctional Facilities.

- A. The Successful Proposer shall provide a comprehensive food service program three hundred sixty-five (365) days per year, meeting all applicable National Sheriff's Association, American Correctional Association, Federal, Federal Grant, State, and local guidelines, laws, statutes, and regulations.

- B. Meals shall be prepared on-site and shall be provided at times designated by CCSO Jail Administration and shall be distributed three (3) times per day to include one (1) cold meal, and two (2) hot meals. One (1) bagged lunch will be substituted for one (1.5) hot meals for those inmates who are assigned to work outside of the jail facilities during the day. No more than thirteen (13) hours shall pass between breakfast and dinner meals.
- C. The Successful Proposer shall provide a sample menu for a four (4) week period in order to evaluate consistency with contractual agreement. Each menu shall contain a statement of nutritional adequacy prepared by a registered dietician.
- i. Menus shall be provided to CCSO Jail Administration no later than the 15th of each month for the following month's meals.
 - ii. Substitutions shall be approved by CCSO Jail Administration. No substitutions shall be accepted without the expressed written consent of CCSO Jail Administration, given within a forty-eight (48) hour period prior to the substitution being used. Substitutions to the approved menu shall be charged according to the specific product being served and the contract pricing.

In the event of improper notice or approval of substitution, Proposer may incur a fine not to exceed \$1,000 per occurrence.
 - iii. Proposer shall maintain appropriate documentation of all meals served to include substitutions.
 - iv. Proposer shall be required to serve the same food and beverage items to all inmates at every meal with the exception of special, religious, or medical meals.
- D. The Successful Proposer shall be equipped to supply special diets and services to include, but not be limited to, the following:
- i. Religious meals which satisfy the needs of practicing members of various denominations.
 - ii. Medical meals as initiated and approved by CCSO Jail Medical staff.
 - iii. Holiday meals served on Thanksgiving, Christmas, Easter, and other appropriate holidays which will not exceed five (5) per year.
 - iv. Bagged meals for inmates who work outside of the jail facilities during regular meal times. The Successful Proposer shall be notified no later than 12:00:00 E.S.T of the amount of bagged meals required for the following day.
- E. The Successful Proposer shall supply Special Management Meals for a period not to exceed forty-eight (48) hours to disobedient inmates found throwing food, utensils, trays, or any other substance. Meals shall meet daily nutritional requirements as recommended by the Correctional Food Management dietician, approved by the facility physician or qualified contract health care staff, and Corrections Lieutenant or above.
- F. The Successful Proposer may be requested to provide food services outside the scope of this request to include, but not be limited to, natural disaster preparation and CCSO meetings. Such services shall be made available to CCSO upon written authorization from the Sheriff or his designee under the mutual agreement of the Successful

Proposer. Cost for these services shall be proposed and upon acceptance by CCSO shall be invoiced separately from the costs associated with the awarded contract.

- G. The Successful Proposer shall have a licensed dietician evaluate recommended caloric intake for inmates under special circumstances including, but not limited to, juvenile inmates, outdoor working inmates, indoor working inmates, and pregnant inmates.
- H. The Successful Proposer shall provide proper training and supervision of inmate laborers during food preparation, distribution, and kitchen sanitation services. The use of inmate laborer's will be secured through CCSO and is intended to reduce the cost of staff requirements to the Successful Proposer.
- I. The Successful Proposer shall provide a sixteen (16) hour privatized food preparation course to inmate laborers to include course manual, classroom time, and tactile time to properly educated inmate laborers on cooking one (1) cold meal and one (1) hot meal in addition to baking. Upon successful completion, participants shall receive a certificate of accomplishment.
- J. The Successful Proposer shall acknowledge that CCSO has the right to deny entry to any member of the Successful Proposer's staff into the Correctional Facilities.
- K. The Successful Proposer shall provide high quality service which includes sufficiently qualified personnel which holds proper licensing, certification, and training necessary to perform the functions outlined in this request. Staff shall serve high quality, properly prepared food within the correct temperature range, portion size, and guidelines in the most efficient manner. CCSO reserves the right to approve or decline employment to food service employees based upon criminal record or breach of security policies and procedures.
 - i. Food handlers, to include inmate staff, shall:
 - Wear protective gloves during handling and serving of food.
 - Wear head covers, nets, or hats while in kitchen facilities.
 - Wear food service uniforms and/or aprons.
 - Be clean shaven.
 - Be free of open lesions, sores, infected wounds, or contagious disease, etc.
 - Maintain sanitary personal hygiene habits.
 - Wash hands before and after serving food.
- L. The Successful Proposer's records shall be open to inspection and subject to audit and/or reproduction by the CCSO. For the purpose of such audits, inspections, examinations, and evaluations, the CCSO shall have access to said records from the effective date of this contract, for the duration of the work, and following two (2) years after the date of final payment pursuant to this contract.
- M. The Successful Proposer shall be expected to provide foods which are nutritious, wholesome, palatable, and free from spoil and decay.

N. The Successful Proposer shall procure all food items to meet and comply with all local, County, state, and federal requirements. All meat purchases shall meet the general requirements outlined by the U.S. Department of Agriculture. USDA inspected meat shall be acceptable. Additional grade minimums for food items are outlined as follows:

<u>Edible</u>	<u>Minimum Requirement</u>
i. Beef	USDA – Grade A or Better
ii. Dairy Products/Cheese	USDA – Grade A
iii. Eggs	USDA – Grade A Medium
iv. Fresh Fruit/Vegetables	USDA – No. 1
v. Fruit (canned)	USDA – Standard or Better
vi. Ground Beef *	USDA – Utility or Better (Not to exceed 25% fat)
vii. Pork	USDA – Grade A
viii. Poultry	USDA – Grade A
ix. Seafood	USDA – Grade A
x. Vegetables (canned)	USDA – Standard or Better

* Ground beef shall not contain any gland meat, bull meat, stag meat, nor head meat.

O. The Successful Proposer shall provide proper food sanitation and storage which is maintained at proper temperature levels at all times.

Proposer shall purchase, receive, store, prepare, and package all items to meet the approved menu.

P. The Successful Proposer shall be responsible for all health and sanitation inspections. Proposer shall cooperate and assist the Collier County Health Department in quarterly health inspections of kitchen and food service policies and practices in addition to annual inspections by and independent third party inspector for approval by Florida Model Jail Standards.

Q. The Successful Proposer shall exercise best efforts to perform services in a manner so as to conserve resources such as electricity, gas, and water under the services of this agreement.

R. The Successful Proposer shall clearly identify operational contingency procedures for handling continued delivery of correctional food services in the event that on-site kitchen facilities are rendered inoperative for any circumstance including, but not limited to, fire damage, power failure, or natural disaster which may not require evacuation of jail facilities.

S. The Successful Proposer shall provide statistical reports as request by CCSO Jail Administration which includes, but is not limited to, the following:

- i. Daily Statistical Reports
 - Regular meals served per day
 - Special meals served per day
 - Meals served to staff and visitors per day

- ii. Monthly Statistical Reports
 - Quantity and type of meals served
 - Number of personnel
 - Hours worked
 - Other pertinent information

- T. The Successful Proposer shall document monthly meetings with Jail Administration which are held on a regular basis. Furthermore, Proposer shall designate appropriate personnel to participate in meetings.
 - i. A home office representative or district manager, in addition to the on-site food services administrator, shall meet with CCSO Jail Administration a minimum of one (1) time per month.

 - ii. A home office registered dietician whose responsibility is to prepare and certify the master menu utilized for the services outlined in this request, shall visit both correctional facilities no later than October 31st following the award of the contract and shall visit each facility every six (6) months thereafter. The Dietician shall review the food in each facility to confirm quality, portion size, and compliance with the approved master menu. The Dietician shall also meet with CCSO Jail Administration and the on-site Food Services Administrator to review the master menu for nutritional sufficiency for the geographical area as well as to determine any issues relating to the master menu which CCSO Jail Administration identifies.

- U. The Successful Proposer shall maintain complete personnel files, to include contractual personnel, which will be made available to CCSO upon request. CCSO shall reserve the right to conduct criminal background security verification on all proposed personnel prior to granting admittance to any CCSO facility.

- V. The Successful Proposer shall provide licensed and trained food personnel necessary for the provision of the services outlined in this request.
 - i. Should an authorized food services position remain vacant for a period of more than ten (10) business days, the Successful Proposer shall reimburse CCSO the fully burdened daily salary rate (including salary, fringe benefits, and associated managements fees, etc) until the position is appropriately filled.

- W. The Successful Proposer shall supply and assume the following costs of operations necessary to provide Correctional Food Management Services:

- i. Cost of food
- ii. Personnel hired by the Successful Proposer shall be paid by the Successful Proposer payroll to include salary, fringe benefits, and payroll taxes. Etc.
- iii. Federal, state, and local licenses, permits, and fees.
- iv. Office supplies, uniforms, and additional incidentals.
- v. Chemicals required meeting code and maintaining sanitary conditions in the food service facilities and equipment.
- vi. Long distance telephone calls.

9. CONTRACT TERMINATION

Unless otherwise mutually agreed by both parties, the awarded contract shall be terminated on September 30, 2017.

- A. Termination for Cause:** The Collier County Sheriff's Office may terminate the awarded contract at any time that the Successful Proposer fails to carry out its provisions or to make substantial progress under the terms specified in the contract.
 - i. The Collier County Sheriff's Office shall provide the Successful Proposer with fifteen (15) business days' notice of conditions endangering performance. If after such notice the Successful Proposer fails to remedy the condition contained in the notice, the Collier County Sheriff's Office shall issue an order to stop work immediately.
 - ii. Continuity of service is critical to the Collier County Sheriff's Office. In the event of contract termination, the Successful Proposer, along with CCSO, shall negotiate a plan with the successor, in good faith to determine the nature and extent of the transitional services required. The contingency plan shall specify a date for work described in the plan and shall be subject to CCSO approval. The contractor shall provide qualified staff during the transition process to ensure services outlined in the scope are performed at the appropriate levels.
 - iii. The Collier County Sheriff's Office shall be obligated to reimburse the Successful Proposer only for those services rendered prior to the date of notice of termination, less any liquidated damages that may be assessed for non-performance.
- B. Termination by Mutual Agreement:** With the mutual agreement of both parties upon receipt and acceptance of not less than fifteen (15) business days written notice, the awarded contract may be terminated on an agreed date prior to the end of the contract period without penalty to either party.
- C. Termination for Special Circumstances:** Either party may terminate the awarded contract immediately following fifteen (15) business days written notification to the other documenting the occurrence of any of the following:
 - i. In the event there is a change in the Office of Sheriff due to an election, resignation or death and the Sheriff-elect makes the decision not to continue the awarded contract.
 - ii. The Successful Proposer or any of its principals are debarred, suspended, proposed for debarment or declared ineligible to participate in the State of Florida SPURS System under the provisions of Section 287.133(3)(a), Florida Statutes or pursuant to Rule 60A-1.006 F.A.C.
 - iii. Insolvency, bankruptcy or receivership of the Successful Proposer.

10. CONTRACT TERM

The awarded contract shall begin on October 1, 2014 and shall end on September 31, 2017.

- A. Funding is contingent upon appropriation of funds by the Collier County Board of County Commissioners for each fiscal year (October 1st through September 30th) and each successive fiscal year for which the contract is in effect
- B. Renewal options may be offered for two (2) additional one (1) year terms.

11. INVOICES/PAYMENTS

- A. **Reimbursement Criteria:** The cost of the actual number of meals served shall be paid at the conclusion of each week which begins Friday and concludes Friday. The Successful Proposer shall submit an invoice each Friday for the services rendered during the previous week.
- B. Invoices shall be addressed to: Collier County Sheriff's Office
Attn: Accounts Payable
3319 Tamiami Trail East
Naples, FL 34112

Invoices may be emailed to: accountspayable@colliersheriff.org

12. NOTICES

- A. All notices shall be sent to Collier County Sheriff's Office
 - 1. Collier County Sheriff's Office
Attn: Sheriff Kevin Rambosk
3319 Tamiami Trail East
Naples, FL 34112

Copies to:

- 2. Collier County Sheriff's Office
Naples Jail Center
Attn: Chief Christopher Roberts
3347 Tamiami Trail East
Naples, FL 34112
- 3. Collier County Sheriff's Office
Purchasing Department
Attn: Mike Rice, Purchasing Manager
2885 County Barn Road
Naples, FL 34112

13. PROHIBITION OF GIFTS TO CCSO EMPLOYEES

No organization or individual shall offer or give, either directly or indirectly, any favor, gift, loan, fee, service or other item of value to any CCSO employee, as set forth in Chapter 112, Part III, and Florida Statutes. Violation of this provision may result in one or more of the following consequences:

- A. Prohibition by the individual, firm, and/or any employee of the firm from contact with CCSO staff for a specified period of time;
- B. Prohibition by the individual and/or firm from doing business with the CCSO for a specified period of time, including but not limited to: submitting bids, RFP, and/or quotes;
- C. Immediate termination of any contract held by the individual and/or firm for cause.

14. OFFER EXTENDED TO OTHER GOVERNMENTAL ENTITIES

CCSO encourages and agrees that the Successful Proposer extend pricing and terms and conditions of this solicitation or resultant contract to other governmental entities at the discretion of the Successful Proposer.

15. ATTACHMENTS

- Certificate of Insurance Questionnaire
- Drug Free Workplace
- Unauthorized Alien Statement
- Equal Rights Act Statement
- References
- Public Entity Crimes
- Addenda/Addendum

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TAB G.

CERTIFICATE OF INSURANCE QUESTIONNAIRE

Date: _____

Insurance certificates shall be submitted by the awarded contractor to CCSO Purchasing Department before the contract commencement date. CCSO will be named the “Additional Insured” on the certificates.

Mandated Coverage’s:

Worker’s Compensation Insurance at statutory limits, including employer’s liability coverage at minimum limits of per occurrence:

- \$100,00 each accident
- \$100,00 by disease per occurrence
- \$500,000 aggregate by disease

Commercial Automobile Liability Insurance – Minimum combined single limits of:

- \$500,000 per occurrence for bodily injury and property damage, including owned, non-owned and hired car coverage.

General Liability Insurance covering all employees with minimum limits of:

- \$1,000,000 per occurrence
- \$2,000,000 aggregate annually

I affirm that _____ meets or exceeds the insurance
Print Company Name

requirements as stated above. I understand I must provide insurance certificates five (5) business days prior to contract commencement. I certify our business meets or exceeds the coverage’s that CCSO mandates.

Company representative name: _____

Signature: _____

TAB H.

DRUG FREE WORKPLACE

If the Proposer is an organization it must maintain a drug-free workplace policy or certificate and said document must include pre-employment and random drug screening of all employees. The Proposer shall certify at the time of submission of their proposal that such a program is in place and functioning. The Sheriff's Office reserves the right to periodically request, during the term of the contract, proof that the drug-free workplace is being conscientiously applied.

Date: _____

Organization Name: _____

Organization Representative's Name: _____

Organization Representative's Title: _____

Please select below the type of drug-free workplace that has been established by the organization.

MUST ATTACH A CURRENT COPY OF THE SELECTED ITEM:

DRUG-FREE WORKPLACE CERTIFICATE

and/or

DRUG-FREE WORKPLACE POLICY

TAB I.

UNAUTHORIZED ALIEN STATEMENT

Statement that the Contractor does not employ unauthorized aliens in accordance with section 274A (e) of the Immigration and Nationality Act (8 U.S.C. 1324a).

Unauthorized Alien Statement

This statement certifies _____
Print Company Name

does not employ unauthorized aliens in accordance with Section 274(e) of the Immigration and Nationality Act (8 U.S.C. 1324a). Our company has employees of employment interest complete Form I-9, Employment Eligibility Verification supplied by the Department of Homeland Security, U.S. Citizenship and Immigration Services prior to employment.

Signed By: _____

Print Name: _____

Print Title: _____

Date: _____

Sworn to an subscribed before me this _____ day of _____, 20_____

Personally known _____

OR produced identification _____
(Type of identification)

Notary Public - State of _____

My commission expires _____
(Printed typed or stamped commissioned name of notary public)

TAB J.

EQUAL RIGHTS ACT STATEMENT

Date: _____

By signing the statement below, I affirm our organization is in accordance with the provisions of Title VII of the 1968 Civil Rights Act as amended by the Equal Employment Opportunity Act of 1972 and Executive Order 11914, the Proposer in its employment practices shall not discriminate on the basis of race, color, sex, religion, age, national origin or disability.

Organization's name: _____

Organization's representative name and title: _____

Organization's representative signature: _____

Our organization provides equal employment opportunities (EEO) to all employees and applicants for employment without regard to race, color, religion, gender, sexual orientation, gender identity or expression, national origin, age, disability, genetic information, marital status, amnesty, or status as a covered veteran in accordance with applicable federal, state and local laws.

Our organization complies with applicable state and local laws governing non-discrimination in employment in every location in which the company has facilities. This policy applies to all terms and conditions of employment, including, but not limited to, hiring, placement, promotion, termination, layoff, recall, and transfer, leaves of absence, compensation, and training.

Our organization expressly prohibits any form of unlawful employee harassment based on race, color, religion, gender, sexual orientation, gender identity or expression, national origin, age, genetic information, disability, or veteran status. Improper interference with the ability of our organizations employees to perform their expected job duties is absolutely not tolerated.

TAB K.

REFERENCES

Date: _____

Business Name: _____
Print Business Name

By: _____
Company Official Printed Name & Title

Note: Provide three (3) governmental correctional facility references where similar services were provided.

REFERENCE #1

Public Safety

COMPANY NAME: _____

ADDRESS: _____

CONTACT NAME: _____

CONTACT PHONE NUMBER: _____

CONTACT EMAIL: _____

REFERENCE #2

Public Safety

COMPANY NAME: _____

ADDRESS: _____

CONTACT NAME: _____

CONTACT PHONE NUMBER: _____

CONTACT EMAIL: _____

REFERENCE #3

Public Safety

COMPANY NAME: _____

ADDRESS: _____

CONTACT NAME: _____

CONTACT PHONE NUMBER: _____

CONTACT EMAIL: _____

TAB L.

PUBLIC ENTITY CRIME FORM

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a),
FLORIDA STATUTES, ON ENTITY CRIMES**

1. This sworn statement is submitted to _____
(print name of the public entity)

by _____
(print individual's name and title signing form)

for _____
(print name of entity submitting sworn statement)

whose business address is _____

and (if applicable) its Federal Employer Identification Number (FEIN) is _____ If the entity has no

FEIN, include the Social Security Number of the Individual signing this sworn statement _____.

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision or any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:
 - a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. An entity under the control any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
 - c. I understand that a "person" as defined in Paragraph 287.133(1)(e), **Florida Statutes**, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
 - d. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement.

(Place an X below for the statement that applies.)

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **(attach a copy of the final order)**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT HIS FORM IS VALID THOROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(Company Official signature)

Sworn to and subscribed before me this _____ day of _____, 20_____

Personally known _____

OR produced identification _____
(Type of identification)

Notary Public - State of _____

My commission expires _____
(Printed typed or stamped commissioned name of notary public)

TAB M.

ADDENDA/ADDENDUM

The following addenda/addendum was issued by Collier County Sheriff's Office for RFP# 14-004, Correctional Food Management Services.

Addendum # _____

Addendum # _____

Addendum # _____

Addendum # _____

Addendum # _____

Addendum # _____

By signing below, I acknowledge I have reviewed the issued posted addenda/addendum from the Collier County Sheriff's Office website and it has been included in the proposal submission as requested in the RFP.

Date: _____

Company name: _____

Company official name: _____

Signature: _____