



Collier County Sheriff's Office

Procurement Bureau

Website: www.colliersheriff.org

RFP #20.002

Correctional Food Management Services

Release date: August 11, 2020

CONTACT: Brandy Hazel, CPPB, Contract Administrator

EMAIL: procurement@colliersheriff.org

PROPOSAL DUE DATE, TIME AND DELIVERY LOCATION:

- September 8, 2020 BY 4:00:00 P.M. EST
- Collier County Sheriff's Office
Procurement Bureau
2885 County Barn Road
Naples, FL 34112

Event	Time	Date
RFP Released	N/A	August 11, 2020
Proposer's Questions Deadline	4:00.00 PM EST	August 25, 2020
Mandatory Registration for Site Visit & Pre-Proposal Conference	4:00.00 PM EST	August 25, 2020
Mandatory Site Visit & Pre-Proposal Conference	TBD	September 1, 2020
Proposal Due	4:00.00 PM EST	September 8, 2020
Bid Opening	9:00.00 AM EST	September 9, 2020
Evaluations Begin	N/A	September 9, 2020
Contract Award Announcement	N/A	September 15, 2020
Contract Negotiations & Execution	N/A	September 15 – September 30, 2020
Contract Start	N/A	October 1, 2020

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1.INTRODUCTION

A. Intent

The Collier County Sheriff's Office ("CCSO") is requesting proposals from experienced and qualified Vendors for the provision and effective delivery of Correctional Food Management Services for both the Naples and Immokalee Jail Centers. The proposed solution shall perform in accordance with the Scope of Work (SOW). Furthermore, it shall be in compliance with all mandated requirements of the Florida Model Jail Standards, Florida Corrections Accreditation Commission Standards, National Sheriff's Association, as well as all Local, State, Federal Grant, Federal Laws, and Regulations. The proposed solution shall comply with the conditions of the Federal Occupational Health Act and the Standards and Regulations issued thereunder.

An award will be based on Proposer's response to this REQUEST FOR PROPOSAL (RFP). The proposed solution shall perform in accordance with the specifications and it must be in compliance and meet all local, state and Federal laws, guidelines, standards, and regulations.

B. RFP Schedule of Events

Important Note: The table below lists the activities relevant to this solicitation process. CCSO reserves the right to change the dates and it is the responsibility of the Proposers to check the websites below periodically to review the RFP schedule for changes. If changes do occur, addenda/addendum shall be posted to the website.

Event	Time	Date
RFP Released	N/A	August 11, 2020
Legal Notice Ad – Published: Naples Daily News	N/A	August 12, 2020 August 19, 2020
Proposer's Questions Deadline	4:00.00 PM EST	August 25, 2020
Mandatory Registration for Site Visit & Pre-Proposal Conference	4:00.00 PM EST	August 25, 2020
Mandatory Site Visit & Pre- Proposal Conference	TBD	September 1, 2020
Proposal Due	4:00.00 PM EST	September 8, 2020
Proposal Public Bid Opening	9:00.00 AM EST	September 9, 2020
Evaluators Begin	N/A	September 9, 2020
Evaluations Completed	4:00.00 PM EST	September 14, 2020
Contract Award Announcement	N/A	September 15, 2020
Contract Start	N/A	October 1, 2020

Note: Schedule changes and/or amendments for this solicitation will be issued addenda/addendum and shall be posted to our website at: www.colliersheriff.org , the “How do I” tab or at the link: <http://www.colliersheriff.org/how-do-i-/purchasing-doing-business-with-ccso> as well as this link: <https://colliersheriff.bonfirehub.com/opportunities/29362>

C. Contact Information

Please use the provided CCSO Procurement Bureau contact information for all correspondence listed in this section.

All correspondence shall be directed to the CCSO Procurement Bureau:

- Brandy Hazel, CPPB, Contract Administrator
Fax: (239) 252-9095
Email: procurement@colliersheriff.org

NOTE: Proposers shall **not** communicate with any members of the CCSO during the solicitation process unless authorized by the Procurement Bureau. Proposers who **fail** to communicate through the Procurement Bureau and solicit or lobby information during this RFP process either directly or indirectly to CCSO members or other sources may result in proposal rejection and disqualification.

D. RFP Questions

All questions for this solicitation must be emailed to procurement@colliersheriff.org Telephoned or faxed questions shall **not** be accepted or considered. Proposers shall make reference to the question they are asking by providing the section number and title name, paragraph number (if applicable), and page number.

E. RFP Questions Deadline

The deadline to submit questions shall be August 25, 2020 by 4:00.00 P.M. EST.

F. Mandatory Attendance for Pre-Proposal Conference and Site Visit

The purposed of the Mandatory Pre-Proposal Conference and Site Visit is to provide Proposers with a structured and formal opportunity for the CCSO to provide answers to the questions submitted from all Proposers. Once the Proposer has registered for the Pre-Proposal Conference AND submitted the Non-Disclosure Agreement on August 25, 2020 by 4:00.00 PM EST, the location and time will be provided for the September meeting and site visit.

G. Proposal Submission Due Date

RFP #20.002 CORRECTIONAL FOOD MANAGEMENT SERVICES
PROPOSAL DUE: September 8, 2020 @ 4:00.00 PM

1. Proposals shall be submitted to <https://colliersheriff.bonfirehub.com/opportunities/29362> by 4:00:00 P.M. EST on September 8, 2020.

2. Proposals received after the deadline shall **not** be considered and they will be returned unopened to the return address on the package. Proposers shall be solely responsible for the timely delivery of their proposal regardless of the delivery method used.

H. Bid Opening

The electronic Bid Opening shall be at the Collier County Sheriff's Office, Procurement Bureau, at 2885 County Barn Road, Naples, FL 34112 on September 9, 2020 at 9:00 A.M. EST to reveal the Proposers whom submitted proposals by the advertised deadline. The proposals will be evaluated by an independent review and scoring. In the abundance of caution, if attending the Bid Opening, please be sure to bring a mask.

I. Proposal Submission Format

1. Any Proposer failing to respond in the following manner may be declared non-responsive:

Proposer shall provide a register as a Vendor at the following link: <https://colliersheriff.bonfirehub.com/portal/?tab=login> proposal, computer generated, in English, clearly responding to all specifications, requirements, criteria and questions outlined in the RFP and detail any exception from this request at the following bid website:

<https://colliersheriff.bonfirehub.com/opportunities/29362>

2. Proposers must submit proposals electronically via <https://colliersheriff.bonfirehub.com/opportunities/29362> in the following format. 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.

Transmittal Letter

1. Proposer must draft a letter to the CCSO Procurement Bureau to include the following:

- a. Date of letter
- b. Return address of letter shall include the organization name and address of Proposer.
- c. Below return address, CCSO's address:
Collier County Sheriff's Office
Procurement Bureau
2885 County Barn Road
Naples, FL 34112

- d. In the body of the letter shall be a statement that the proposal is indeed in response to this solicitation for “RFP #20.002 Correctional Food Management Services.” All proposals submitted shall state this is an irrevocable offer by the Proposer for 120 business days from the date of submission.
- e. A closing statement from the person who has the authority level and is authorized to commit the organization to the entire proposal and all associated costs. It must include the person’s typed name and title with the original “ink” signature at the letter bottom. Proposals not signed by an authorized officer of the Proposer’s organization will be eliminated.
- f. Point of contacts names, titles, telephone numbers, and email addresses
 1. Cost proposal
 2. Contractual
 3. Specifications

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. Achievements in providing Correctional Food Management Services.
2. 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.
3. 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.
4. Licensing and certification of staff to be assigned to complete services outlined in this request.
5. Recruitment policies and procedures.
6. Training process and procedures for food preparation staff and inmate kitchen assistants.

7. Preventative maintenance policies and procedures for kitchen sanitation and equipment to ensure all facilities and equipment meet safe, sanitary, and acceptable operational conditions.
8. Quality and inventory control policies and procedures.
9. Procedures for addressing and curing inmate or staff grievances.
10. Quality assurance program policies and procedures including methods, standards, monthly reporting practices, and documentation.

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.

Specifications (Scope of Work)

Specifications form for RFP #20.002 Correctional Food Management Services. Proposer shall review all specifications and mark if they comply (YES – agree) or non-comply (NO – do not agree and must provide an exception).

Exceptions to Specifications

1. Proposer shall comply or non-comply with the specifications. By complying Proposer's selecting "comply" Proposer agrees to the specification and there will be **NO** exceptions. If Proposer selects "non-comply" YES there will be exceptions.
2. Proposers taking exception to any part or section of this solicitation shall indicate such exceptions on a separate sheet entitled "EXCEPTIONS TO SPECIFICATIONS". A full explanation to an alternative must be provided outlining the benefit over the listed specification(s). Failure to indicate any exceptions shall be interpreted as the proposer's intention that they fully comply with the specifications as written.
3. CCSO reserves the right whether to accept the exception.

Performance Capability

Proposing organization shall include, but not be limited to:

1. Organizational Structure

2. A brief company history with the number of years in business, which includes the date the company was organized specifically for the purpose of providing Correctional Food Management Services in an institutional or correctional setting.
3. Documentation to prove past performance.

Cost Proposal

Proposing organization shall include an itemized breakdown detailing all the costs associated with this project for both Correctional Facilities. To include all permits, insurance, equipment, plant facilities, work and expenses that are necessary to perform the work in accordance with the specifications. Pricing for meals shall be quoted on a scale beginning at 450 inmates and ending at 1,200 inmates, in increments of 50. For example: 450-500 inmates has a \$0.97 cost per meal. The Cost Proposal must be submitted solely on the website under the specific file allocated. It must not be included within any other section of the documents requested on the website.

Certificate of Insurance Questionnaire

1. Include certificate of insurance coverage's or fill in questionnaire affirming that all coverage's and policies are in force or will be in force prior to contract commencement date. Certificate of Insurance shall have CCSO named as the "Additional Insured."
2. Certificate must be presented to CCSO three (3) days prior to contract commencement date.

Drug Free Workplace Policy or Certificate

Organization submitting a proposal shall be a drug-free workplace. The policy or certificate shall be included in proposal submission.

Unauthorized Alien

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.

Equal Rights Act 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, the Proposer does not discriminate on the basis of race, color, sex, religion, national origin or disability in its employment practices.

Reference

Must provide three (3) public safety agencies references confirming Proposer's proven ability providing similar services as requested in this solicitation.

Public Entity Crime Form

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

Addendum (if applicable)

1. Any changes to the schedule of events or the solicitation shall be posted to the CCSO website and at <https://colliersheriff.bonfirehub.com/opportunities/29362> in an Addenda/Addendum. It shall be the Proposer's responsibility to check the CCSO website periodically and prior to proposal submission.
2. Any addenda/addendum posted to the website must be printed, acknowledged and included in the Proposer's proposal placed at the following link: <https://colliersheriff.bonfirehub.com/opportunities/29362> along with the Vendor's proposal.

2. EVALUATION

A. Proposals shall be tabulated, evaluated, and scored for completeness of the Proposer's capabilities to meet and/or exceed the requirements in the solicitation.

B. All proposal(s) shall be scored and an award made to the Proposer with the following:

1. The most professionally and technically responsive proposal
2. Most Responsible Proposer with acceptable qualifications and experience
3. Best interest of the CCSO. The Sheriff reserves the right to procure the product and/or services describe herein.

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.

Note: 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 in their response any information that will alter or change the terms and conditions of their original proposal.

D. Tie Proposals

1. Contract award for bids received that have the same exact costs, quality, and service will be awarded to a locally-based responsible Proposer whose proposal is responsive. Local Proposer is defined as business offices that are located in Southwest Florida Counties: 1. Collier, 2. Lee, 3. Hendry, 4. Charlotte, 5. Glades.
2. If there is a tie proposal amongst local Proposers, the Central Services Division Director or his designee will consult with the Corrections and Administration Chiefs to determine which bid will be awarded based upon the best interests of the CCSO.

E. Evaluation Process

1. Proposal will be publicly opened. The bid results will not be revealed at the bid opening, only the Proposer's organization that submitted a proposal will be revealed.
2. Proposals shall be initially reviewed to determine that they are responsive and are a responsible Proposer, and that they comply with the solicitation submission format and qualifications. Failure to meet the initial review requirements may cause the proposal to be rejected and eliminated for further evaluation.
3. During the evaluation process CCSO may request from the Proposer's representative to answer questions regarding their proposal for clarification.
4. CCSO reserves the right to award to multiple bidders if deemed necessary to ensure it is in best interest of CCSO.
5. 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 Procurement Bureau or attendance at a Protest Hearing should a protest be lodged by one or more unsuccessful proposers.
6. Evaluation members shall not disclose any information derived from one proposal to any other proposer.

7. 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%
Cost Proposal	15.00%
References	5.00%
Local Preference (detailed above)	5.00%

3. PROPOSER QUALIFICATIONS & DISQUALIFICATIONS

3A. Qualifications:

3.A.1. The Proposer shall submit a fully responsive and responsible proposal.

3.A.2. The Proposer shall have a proven ability for immediate contract start evidential by past performance and current resources.

3.A.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.

3.A.4. The Proposer shall submit detailed resumes with the professional qualifications of the individual(s) that will be assigned to the project.

3.A.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.

3.A.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.

3.A.7. 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.

3.A.8. The Proposer shall have exceptional recruiting capability including professional recruiting personnel and recruiting systems in place.

3.A.9. 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.

*Note: Both positions may be designated to one person if the Proposer deems it appropriate.

3.A.10. The Proposer shall maintain an open and collaborative relationship with CCSO.

3.A.11. The Proposer shall maintain a Correctional Food Management Services program in a cost effective and efficient manner.

3.A.12. The Proposer shall be cognizant of respect to inmate rights when performing the responsibilities outlined in this request.

3.A.13. 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.

3.A.14. 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.

3.A.15. 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).

3.A.16. 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.

3.A.17. 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.

3.A.18. In addition, a document depicting the organization's relevant project experience, similar in nature to the RFP, logistical capabilities and other pertinent supporting data.

3.A.19. The Proposer must provide references with the organization names, addresses, telephone numbers and contact names of three (3) public safety agencies where similar procurement & services were successfully provided.

3.A.20. Performance Qualifications - The CCSO reserves the right to investigate or inspect at any time whether the product, qualifications, or facilities offered by the Proposer meet the Contract requirements. The Proposer shall at all times during the Contract term remain responsive and responsible. In determining the Proposer's responsibility as a vendor, the agency shall consider all information or evidence which is gathered or comes to the attention of the agency which demonstrates the Proposer's capability to fully satisfy the requirements of the solicitation and the contract.

3.B. Disqualifications:

3.B.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 years whichever is greater.
- d. Default under a previous contract for the provision of services or products to CCSO.

3.B.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.B.3. Proposer has been debarred or suspended from participation in the State of Florida's term contract program or SPURS System.

3.B.4. Employment of unauthorized aliens in violation of Section 274A(e) of the Immigration and Nationality Act (8 U.S.C. 1324a).

3.B.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.

3.B.6. Failure of the Proposer to respond as outlined in Proposal Submission Response and Specifications may disqualify them from the evaluation process and deem the proposal non-responsive.

3.B.7. Convicted Vendors – A person or affiliate placed on the convicted vendor list following a conviction for a public entity crime is prohibited from doing any of the following for a period of 36 months from the date of being placed on the convicted vendor list:

- Submitting a bid on a contract to provide any goods or services to a public entity
- Submitting a bid on a contract with a public entity for the construction or repair of a public building or public work
- Submitting bids on leases of real property to a public entity

- Being awarded or performing work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and
- Transacting business with any public entity in excess of the Category Tow threshold amount (\$25,000) provided in Section 287.017 of the Florida Statutes.

4. CONTRACT AWARD

A. It is the desire of the Sheriff that all of the services in this request be provided by a single vendor; however, if it is determined to be in the best interests 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 Proposer who is both responsive and responsible and whose proposal demonstrates the best capability to fulfill the requirements as specified in this solicitation. The selection process may require 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 REQUEST FOR PROPOSAL process; or waive any irregularities in this REQUEST FOR PROPOSAL or in the proposal(s) received as a result of this solicitation.

D. The determination of the criteria and process whereby proposals are evaluated, the decision as to who shall receive the contract award, or whether or not an award shall ever be made as a result of this solicitation, 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, all such information must be submitted with indications on each page 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 laws of the State of Florida, once an award is made to a successful proposer, all information, in all received proposals shall be available for public review.

G. Proposers shall provide any and all statements in their sealed proposals that they desire to be included in a final contract. 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.

H. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (239) 252-0630, PATTI.ANDERSON@COLLIERSHERIFF.ORG, OR COLLIER COUNTY SHERIFF'S OFFICE, CENTRAL RECORDS BUREAU, 3319 TAMiami TRAIL EAST, NAPLES, FL 34112.

5. PROTEST

A. Protest of an award must be filed three (3) business days from the date of the award announcement notification by 5:00:00 P.M. EST. Protest shall be filed with the Collier County Sheriff's Office, Central Services Division Director, Sean Williams, and the following shall be included:

- Name, address, and telephone number of protester
- Solicitation number of RFP 20.002
- A detailed statement enumerating sections of the proposal and/or the evaluation process that the protestor considers being flawed or unfair.
- Protestor or its representative's original signature

B. Protest review and action shall be considered final with no further formalities being considered.

C. Proposer's failure to follow the bid protest guidelines and timeline of three (3) 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 solicited document issued requesting proposals from potential vendors for goods and/or services whereas the negotiation of all terms, including price prior to contract award. May include a provision for Best and Final Offers. May be a single step or multi-step process.
2. Responsive – Proposer who submitted a proposal that conforms in all material respects to the RFP.
3. Responsible – A contractor, business entity or individual who is fully capable to meet all of the requirements of the solicitation and subsequent contract. Must possess the full capability, including financial and technical, to perform as contractually required. Must be able to fully document the ability to provide good faith performance.
4. Informality – a minor defect or variation of a bid or proposal from the exact requirements of the Invitation to Bid or the Request of Proposal.
5. CCSO - Collier County Sheriff's Office, its correctional facilities, its divisions, substations, agencies, officials, officers and employees.
6. Proposer means contractor, vendor, and its officers, agents, representatives, and employees.
7. Successful Proposer means contractor or vendor awarded the contract.
8. Addendum – written clarification or revision to this RFP issued by the Procurement Bureau of the Collier County Sheriff's Office.
9. Amendment – An alteration or modification of the terms of a contract between the CCSO and the Contractor(s). An amendment is not effective until it is signed by the Sheriff of the Collier County Sheriff's Office or his/her designee.
10. Evaluation Committee – A committee established to review and evaluate proposals submitted in response to this RFP and to recommend a contract award to the Sheriff.
11. May – Denotes that which is permissible, not mandatory

12. Shall or Must – Denotes that which is a mandatory requirement. Failure to meet a mandatory requirement will result in the rejection of a proposal as materially non-responsive.

13. Should – Denotes that which is recommended, not mandatory.

14. State – State of Florida

B. Liabilities

1. **Indemnification of RFP:** Successful Proposer shall indemnify the CCSO against liability for any suits, actions, or claims of any character arising from or relating to the Successful Proposer's 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.

e. The Successful Proposer shall indemnify, defend, and hold harmless the CCSO and its members/employees against any cost, damage or expense which may be incurred or caused by any error in the Proposer's preparation of its bid.

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. 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, and 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.

4. 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.

5. 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.

6. 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.

7. 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, and further that 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.

8. **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.

9. **Disclaimer:** Due care and diligence has been exercised in the preparation of this REQUEST FOR PROPOSAL, and all information contained herein is believed to be substantially correct. 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.

10. **Firm Response.** The Buyer may make an award within sixty (60) days after the date of the opening, during which period responses shall remain firm and shall not be withdrawn. If award is not made within sixty (60) days, the response shall remain firm until either the Buyer awards the Contract or the Buyer receives from the respondent written notice that the response is withdrawn. Any response that expresses a shorter duration may, in the Buyer's sole discretion, be accepted or rejected.

11. **Transportation and Delivery.** Prices shall include all charges for packing, handling, freight, distribution, and inside delivery. Transportation of goods shall be FOB Destination to any point within thirty (30) days after the CCSO places an Order. A Contractor, within five (5) days after receiving a purchase order, shall notify the CCSO of any potential delivery delays. Evidence of inability or intentional delays shall be cause for Contract cancellation and Contractor suspension.

12. **Risk of Loss.** Matters of inspection and acceptance are addressed in s. 215.422, F.S. Until acceptance, risk of loss or damage shall remain with the Contractor. The Contractor shall be responsible for filing, processing, and collecting all damage claims. To assist the Contractor with damage claims, the CCSO shall: record any evidence of visible damage on all copies of the delivering carrier's Bill of Lading; report damages to the carrier and the Contractor; and provide the Contractor with a copy of the carrier's Bill of Lading and damage inspection report. When a CCSO rejects a product, Contractor shall remove it from the premises within ten days after notification or rejection. Upon rejection notification, the

risk of loss of rejected or non-conforming product shall remain with the Contractor. Rejected product not removed by the Contractor within ten days shall be deemed abandoned by the Contractor, and the CCSO shall have the right to dispose of it as its own property. Contractor shall reimburse the CCSO for costs and expenses incurred in storing or effecting removal or disposition of rejected product.

13. **Taxes.** CCSO does not pay Federal excise or sales taxes on direct purchases of tangible personal property. CCSO will not pay for any personal property taxes levied on the Contractor or for any taxes levied on employees' wages. Any exceptions to this paragraph shall be explicitly noted by the CCSO in the special contract conditions section of the solicitation or in the Contract or purchase order.

14. **Indemnification.** The Contractor shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless CCSO, and their officers, agents, and employees from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Contractor, its agents, employees, partners, or subcontractors, provided, however, that the Contractor shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of CCSO.

Further, the Contractor shall fully indemnify, defend, and hold harmless CCSO from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right, provided, however, that the foregoing obligation shall not apply to the CCSO's misuse or modification of Contractor's products or the CCSO's operation or use of Contractor's products in a manner not contemplated by the Contract or the purchase order. If any product is the subject of an infringement suit or in the Contractor's opinion is likely to become the subject of such a suit, the Contractor may at its sole expense procure for the CCSO the right to continue using the product or to modify it to become non-infringing. If the Contractor is not reasonably able to modify or otherwise secure the CCSO the right to continue using the product, the Contractor shall remove the product and refund the

CCSO the amounts paid in excess of a reasonable rental for past use. The CCSO shall not be liable for any royalties.

The Contractor's obligations under the preceding two paragraphs with respect to any legal action are contingent upon CCSO giving the Contractor (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Contractor's sole expense, and (3) assistance in defending the action at Contractor's sole expense.

The Contractor shall not be liable for any cost, expense, or compromise incurred or made by CCSO in any legal action without the Contractor's prior written consent, which shall not be unreasonably withheld.

15. 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.

16. 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.

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 coverages 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 CCSO 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 must be approved mutually by an agent of the Successful Proposer and the CCSO.

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 laws change requiring additional services or significant changes in costs, the Successful Proposer and the CCSO shall negotiate an equitable price adjustment.

E. During the term of the awarded contract, the Successful Proposer shall furnish all of the services specified in the REQUEST FOR PROPOSAL.

F. The Successful Proposer understands and agrees that the awarded contract is a requirements contract and the CCSO shall have no responsibility or obligation to the Successful Proposer in providing contractor's services.

G. All notices and requests by the CCSO 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.

H. 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.

I. Escalator / De-escalator Clause: This allows the contract price to be adjusted up or down in direct relationship to a defined market indicator such as the Consumer Price Index (CPI). The date used for the CPI will be determined in the month of June for each subsequent year.

8. SPECIFICATIONS / SCOPE OF WORK

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. If, during the course of the performance of the services under this Contract, the Proposer determines that additional work should be performed to complete the deliverables required, which is, in Proposer's opinion, outside the level of effort originally anticipated in the Statement of Work, the Proposer shall notify the CCSO's Procurement Manager in writing in a timely manner. Upon receipt of such written notice, the CCSO's Procurement Manager will meet with Proposer to discuss the need for an amendment. No modifications will be made to the contract unless it is agreed to through a written amendment executed by both parties with the same formalities as set forth herein.

1. 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.
2. 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. All inmate workers, whether indoors or outdoors, will be provided with a hot (1.5) meal portion. No more than thirteen (13) hours shall pass between breakfast and dinner meals.
3. 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.
 - a. Menus shall be provided to CCSO Jail Administration no later than the 15th of each month for the following month's meals.
 - b. 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.

- c. Proposer shall maintain appropriate documentation of all meals served to include substitutions.
 - d. 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.
4. The Successful Proposer shall be equipped to supply special diets and services to include, but not be limited to, the following:
 - a. Religious meals that satisfy the needs of practicing members of various religious.
 - b. Medical meals as initiated and approved by CCSO Jail Medical staff.
 - c. Holiday meals served on Thanksgiving, Christmas, Easter, and other appropriate holidays, which will not exceed five (5) per year.
 - d. 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.
5. 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.
6. The Successful Proposer shall provide food services outside the scope of this request to include, but not 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.
7. 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.

8. 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.
9. 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.
10. 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.
11. The Successful Proposer shall provide high quality service that 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.
 - a. 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.
12. 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.

13. The Successful Proposer shall be expected to provide foods that are nutritious, wholesome, palatable, and free from spoil and decay.
14. 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:

Item	Edible	Minimum Requirement
1	Beef	USDA – Standard
2	Ground Beef	USDA – Standard (not to exceed 25% fat)
3	Pork	USDA Accepted as Specified AMS
4	Poultry	US Grade A
5	Seafood	No Grading System
6	Dairy Products/Cheese	US Grade A
7	Eggs	US Grade A Medium or Larger
8	Fresh Fruits/Vegetables	US Commercial Standard Grade A or No. 1
9	Frozen Fruits/Vegetables	US Grade A Standard
10	Fruit (canned)	US Grade A
11	Legumes	US Grade B
12	Vegetables (canned)	US Grade Standard No. 1

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

**All information above derived from the USDA’s Agricultural Marketing Service (AMS) www.ams.usds.gov as well as the Florida Department of Corrections Contract Number C2808.

15. 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.

16. 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 Standard, and the Florida Corrections Accreditation Commission.

17. 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.
18. 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.
19. The Successful Proposer shall provide statistical reports as request by CCSO Jail Administration which includes, but is not limited to, the following:
 - a. Daily Statistical Reports
 - Regular meals served per day
 - Special meals served per day
 - Meals served to staff and visitors per day
 - b. Monthly Statistical Reports
 - Quantity and type of meals served
 - Number of personnel
 - Hours worked
 - Other pertinent information
20. 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.
 - a. 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.
 - b. 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.

21. 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.
22. 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.
23. The Successful Proposer shall supply and assume the following costs of operations necessary to provide Correctional Food Management Services:
 - a. Cost of food
 - b. Personnel hired by the Successful Proposer shall be paid by the Successful Proposers payroll to include salary, fringe benefits, and payroll taxes. etc.
 - c. Federal, state, and local licenses, permits, and fees.
 - d. Office supplies, uniforms, and additional incidentals.
 - e. Chemicals required meeting code and maintaining sanitary conditions in the food service facilities and equipment.
 - f. Long distance telephone calls.
24. The Successful Proposer shall provide an enhanced coffee service such as a coffee, cappuccino, latte, sweet tea, unsweet tea, thermal cups and lids, variety of sugar and sugar substitutes, and creamer for the Staff. This service shall be available at all times that the staff cafeteria is open.

25. The Successful Proposer shall provide upgraded meals (BBQ, etc.) to staff during Corrections Appreciation Week and Law Enforcement Appreciation Week. The meals are to be coordinated between the Chief of Corrections and the Food Service Director.

26. The Successful Proposer shall provide a plan to include staff meals daily when the Staff cafeteria is open for a nominal price. All food items must be purchased 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. The Proposer will provide a salad bar with a variety of fresh vegetables. Additional grade minimums for food items are outlined below:

Item	Edible	Minimum Requirement
1	Beef	USDA – Choice or better
2	Ground Beef	USDA – Standard (not to exceed 20% fat)
3	Pork	USDA Accepted as Specified AMS
4	Poultry	US Grade A
5	Seafood	No Grading System
6	Dairy Products/Cheese	US Grade A
7	Eggs	US Grade A Medium or Larger
8	Fresh Fruits/Vegetables	US Commercial Standard Grade A or No. 1
9	Frozen Fruits/Vegetables	US Grade A Standard
10	Fruit (canned)	US Grade A
11	Legumes	US Grade A
12	Vegetables (canned)	US Grade Standard No.1

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

27. During emergency operations, the Successful Proposer shall provide CCSO with disposable plates, cups, and eating utensils. In the event of a prolonged period of emergency operations, the CCSO and the Successful Proposer shall mutually agree to a solution.

28. The Successful Proposer shall be responsible for supplying all disposable cleaning supplies, including but not limited to: chemicals, hand soaps, dishwashing detergents, paper towels, trash bags, rags, gloves, goggles, mops, mop buckets, brooms, dustpans, floor squeegees, and any other supplies necessary for cleaning and sanitation.

29. The Successful Proposer shall be responsible to provide to all of its employees, proper Personal Protective Equipment, including but not limited to: masks, gloves, gowns, shoe covers, etc.

9. CONTRACT TERMINATION

1. Unless otherwise mutually agreed by both parties, the awarded contract shall be terminated on September 30, 2025. Renewal options may be offered for two (2) additional one (1) year terms upon mutual agreement.

2. **Termination for Cause:** The CCSO 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.

a. The CCSO shall provide the Successful Proposer with (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 CCSO shall issue an order to stop work immediately.

b. The CCSO shall be obligated to reimburse the Successful Proposer only for those services rendered prior to the date of notice of termination, less any liquidation damages that may be assessed for non-performance.

3. **Termination by Mutual Agreement:** With the mutual agreement of both parties upon receipt and acceptance of not less than (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.

4. **Termination for Special Situations:** Either party may terminate the awarded contract immediately following (15) business days' written notification to the other documenting the occurrence of any of the following:

a. 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.

b. 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.

c. Insolvency, bankruptcy or receivership of the Successful Proposer.

5. Suspension of Work. The CCSO may in its sole discretion suspend any or all activities under the Contract or purchase order, at any time, when in the best interests of CCSO to do so. The CCSO shall provide the Contractor written notice outlining the particulars of suspension. Examples of the reason for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, the Contractor shall comply with the notice and shall not accept any purchase orders. Within ninety days, or any longer period agreed to by the Contractor, the CCSO shall either (1) issue a notice authorizing resumption of work, at which time activity shall resume, or (2) terminate the Contract or purchase order. Suspension of work shall not entitle the Contractor to any additional compensation.

6. Termination for Convenience. The CCSO, by written notice to the Contractor, may terminate the Contract in whole or in part when the CCSO determines in its sole discretion that it is in CCSO's interest to do so. The Contractor shall not furnish any product after it receives the notice of termination, except as necessary to complete the continued portion of the Contract, if any. The Contractor shall not be entitled to recover any cancellation charges or lost profits.

7. Force Majeure, Notice of Delay, and No Damages for Delay. The Contractor shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Contractor's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to the Contractor. In case of any delay the Contractor believes is excusable, the Contractor shall notify the CCSO in writing of the delay or potential delay and describe the cause of the delay either (1) within ten (10) days after the cause that creates or will create the delay first arose, if the Contractor could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five (5) days after the date the Contractor first had reason to believe that a delay could result. THE FOREGOING SHALL CONSTITUTE THE CONTRACTOR'S SOLE

REMEDY OR EXCUSE WITH RESPECT TO DELAY. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against the CCSO. The Contractor shall not be entitled to an increase in the Contract price or payment of any kind from the CCSO for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist the Contractor shall perform at no increased cost, unless the CCSO determines, in its sole discretion, that the delay will significantly impair the value of the Contract to CCSO, in which case the CCSO may (1) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment to Customers with respect to products subjected to allocation, or (2) purchase from other sources (without recourse to and by the Contractor for the related costs and expenses) to replace all or part of the products that are the subject of the delay, which purchases may be deducted from the Contract quantity, or (3) terminate the Contract in whole or in part.

8. Antitrust Assignment. The Contractor and CCSO recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the CCSO. Therefore, the contractor hereby assigns to the CCSO any and all claims for such overcharges as to goods, materials or services purchased in connection with the Contract.

9. Warranty of Authority. Each person signing the Contract warrants that he or she is duly authorized to do so and to bind the respective party to the Contract.

10. Warranty of Ability to Perform. The Contractor warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Contractor's ability to satisfy its Contract obligations. The Contractor warrants that neither it nor any affiliate is currently on the convicted vendor list maintained pursuant to section 287.133 of the Florida Statutes, or on any similar list maintained by any other state or the federal government. The Contractor shall immediately notify the Customer in writing if its ability to perform is compromised in any manner during the term of the Contract.

10. CONTRACT TERM

1. The awarded contract shall begin in October, 2020 and end on September 30, 2025. The contract may be extended for two (2) one (1) year terms depending on the needs of the CCSO.
2. An extension may be granted at the discretion of CCSO.

11. INVOICES

1. One (1) invoice shall be submitted upon completion and depict the following:
 - CCSO Purchase Order Number (PO).
 - Payment terms of NET 30 Days from delivery/acceptance date.
 - Full details depicting all related costs: number of meals served shall be paid at the conclusion of each week that begins Friday with the first meal and concludes after the last meal served on Thursday. The Successful Proposer shall submit an invoice each Friday for the services rendered during the previous week.
2. Invoices shall be addressed to:
Collier County Sheriff's Office
Attn: Accounts Payable
3319 Tamiami Trail East
Naples, FL 34112
OR Email accountspayable@colliersheriff.org
3. All other Notices shall be addressed to:
Collier County Sheriff's Office
Attn: Sheriff Kevin Rambosk
3319 Tamiami Trail East
Naples, FL 34112

With Copies sent to:
Collier County Sheriff's Office
Attn: Chief Chris Roberts
3347 Tamiami Trail East
Naples, FL 34112

Collier County Sheriff's Office
Attn: Contract Administrator Brandy Hazel

12. PROHIBITION OF GIFTS TO CCSO EMPLOYEES

1. 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, 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.

13. 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.