



**Purchasing Department
113 Mable T. Willis Blvd.
Walterboro, SC 29488
843.782.0504**

**BID: CCSO-08
FOOD SERVICE PROGRAM FOR
COLLETON COUNTY DETENTION CENTER**

DUE: Thursday, January 11, 2024, at 11:00 am

EMAIL RESPONSE TO:

Kaye B. Syfrett, Procurement Manager at ksyfrett@colletoncounty.org

All questions are to be submitted via email to wtaylor@colletoncounty.org no later than **11:00 am
Wednesday, January 3, 2024.**

A. OVERVIEW

Colleton County, South Carolina (the "**County**") requests bids for a Food Service Program for the Colleton County Detention Center located at 22 Klein Street, Walterboro, SC 29488. The successful Firm will be responsible for food procurement, preparation, and maintaining supply, inventory, and staffing for all administrative and operational functions described herein. It is anticipated that an official contract will be issued after the Colleton County Council approves the recommended bid.

Subject to the terms, conditions, provisions, and the enclosed specifications, responses to this solicitation will be received at this office until the stated date and time. Responses received after the scheduled due date and time will be rejected.

This solicitation does not commit Colleton County to award a contract, pay any costs incurred in the preparation of bids submitted, or procure or contract for the services. The County reserves the right to accept, reject, or cancel in part or its entirety offers received as a result of this request if deemed in the County's best interest to do so.

Questions regarding this solicitation must be submitted via email to **Wanda Taylor, Detention Center Administrator**, at wtaylor@colletoncounty.org, no later than **11:00 am on Wednesday, January 3, 2024**. Answers to all questions will be posted on the County website as an addendum to this bid.

B. SPECIFICATIONS

Colleton County Detention Center requests bids for the provision of food service for inmates. The facility is a 96-bed Adult Detention facility for male and female offenders and is currently equipped with a kitchen. The County's objective is for this bid to result in a contract between the successful Firm and Colleton County that will meet the following objectives:

- To prepare and serve three (3) meals for each day of the calendar year: with an option for two (2) hot plus one (1) cold meal.
- To operate the food service program using correction experienced and professionally trained personnel;
- To operate the food service program in a cost-effective manner with full reporting to the County;
- To maintain routine cleaning and housekeeping of food service preparation, services, and storage areas, and shall, on a continuing basis, maintain standards of sanitation required by State and Local regulations.
- To maintain standards established by the County, as well as the American Correctional Association (ACA), and any applicable State and Federal Correctional Food Service Standards;

C. INSTRUCTIONS TO BIDDER

1. The submittal must include **one (1)** BID response along with a completed **W-9 form**. The individual signing the response must be an Agent legally authorized to bind the company. To be considered responsive, Firms must use the Bid Form included in the specifications.
2. All bids are due by **11:00 am on Thursday, January 11, 2024**. **Responses must be submitted via email to Kaye B. Syfrett, Procurement Manager, at ksyfrett@colletoncounty.org.**
3. The bidder's sole responsibility is to ensure that solicitation responses, amendments to it, or withdrawal requests are submitted by the scheduled due date and time.

4. The bidder must mark as "Confidential" each part of their response, which they consider to be proprietary information that could be exempt from disclosure under Section 30-40(C) Code of Laws of South Carolina, 1976, Freedom of Information Act. Colleton County reserves the right to determine whether this information should be exempt from disclosure, and legal action may not be brought against the County or its agents for its determination in this regard.
5. RESPONSE FORM: All responses shall be printed in ink or typewritten. If required, additional pages may be attached. Bids written in pencil will be disqualified.
6. Subject to the terms, conditions, provisions, and the enclosed specifications, responses to this solicitation will be received via email until the stated date and time. Responses received after the scheduled due date and time will be rejected.
7. Bids shall remain good for **90** days from the date of submission.

A written "No Response" qualifies as a response; however, it is the Contractor's responsibility to notify the Procurement Manager if you receive solicitations that do not apply.

D. SELECTION CRITERIA

It is the intent of Colleton County to award one contract to the lowest responsive, responsible firm based on pricing on the Bid Form with final approval by Colleton County Council. Colleton County reserves the right to reject any bids and to award a most advantageous contract in the best interest of the County and its partners.

E. SPECIFIC TERMS AND CONDITIONS

1. COMPETITION: This solicitation promotes full and open competition. If any language, specifications, terms, and conditions, or any combination thereof restricts or limits the requirements in this solicitation to a single source, it shall be the responsibility of the interested vendor to notify the Procurement Office in writing no later than five (5) business days before the scheduled due date and time.
2. RESPONDENTS QUALIFICATION: The County reserves the right to request satisfactory evidence of its ability to furnish services per the terms and conditions listed herein. The County further reserves the right to make the final determination as to the Contractor's ability to provide said services.
3. RESPONSE WITHDRAWAL: Any responses may be withdrawn prior to the established closing date and time but not after that, with proper approval from the Procurement Manager.
4. REJECTION: Colleton County reserves the right to reject any bids, cancel or withdraw this solicitation, and waive any technicality if deemed to be in the best interest of the County.
5. WAIVER: The County reserves the right to waive any Instruction to the Bidder's, General or Special Provisions, General or Special Conditions, or specifications deviation if deemed to be in the best interest of the County.
6. RESPONSE PERIOD: All responses shall be good for a minimum of 90 calendar days.

7. DEVIATIONS FROM SPECIFICATIONS: Any deviation from specifications indicated herein must be pointed out; otherwise, it will be considered that items offered strictly comply with these specifications, and the successful bidder will be held responsible. Deviations must be explained in detail on a separate attached sheet(s). The listing of deviations, if any, is required but will not be construed as waiving any specifications requirements. Unidentified deviations found during the evaluation of the response may be cause for rejection.
8. AMENDMENTS: All amendments to and interpretations of this solicitation shall be in writing and issued by the Procurement Manager of Colleton County.
9. DEBARMENT: By submitting a bid, the firm is certifying that they are not currently debarred from responding to any request for bids by any agency or subdivision of the State of South Carolina or the United States Federal Government, nor are they an agent of any person or entity that is currently debarred from submitting bids on contracts by any agency or subdivision of the State of South Carolina.
10. HOLD HARMLESS: All respondents to this bid shall indemnify and hold harmless Colleton County Government and any of their officers and employees from all suits and claims alleged to be a result of this request for bids. Issuing this request for bids constitutes only an invitation to present a bid. Colleton County reserves the right to determine, at its sole discretion, whether any aspect of a respondent's submittal meets the criteria in this proposal request. Colleton County also reserves the right to seek clarifications, to negotiate with any vendor submitting a response, to reject any or all responses with or without cause, and to modify the procurement process and schedule.
11. CANCELLATION: In the event that this request for bids is withdrawn or the project canceled for any reason, Colleton County shall have no liability to any respondent for any costs or expenses incurred in connection with this request for bids or otherwise.
12. COLLETON COUNTY PURCHASING ORDINANCE: The Request of Bids is subject to the provisions of the Colleton County Purchasing Ordinance and any revisions, which are incorporated into this request for bids in their entirety except as amended or superseded within. This ordinance can be found at <https://www.municode.com/library/sc/colletoncounty/codes/codeofordinances> under Title 3 - Revenue and Finance.
13. FAILURE TO SUBMIT ALL MANDATORY FORMS: Failure to submit all the mandatory forms from this request of bids shall just cause the rejection of the qualification package. However, Colleton County reserves the right to decide, on a case-by-case basis, in its sole discretion, whether or not to reject such a bid as non-responsive.
14. CONTRACT AWARD:
 - a. This solicitation and submitted documents, when properly accepted by Colleton County, shall constitute an agreement equally binding between the successful Firm and the County. No oral statement of any person shall modify or otherwise change or affect the terms, conditions, or specifications stated in the resulting agreement. The County shall not be legally bound by any amendment or interpretation that is not fully executed by both parties in writing.
 - b. The successful bidder shall be required to execute a formal agreement with the County's Procurement Office within ten (10) business days after issuance of the Notice of Award.

15. CONTRACT ADMINISTRATION: Questions or problems arising after the award of an agreement shall be directed to the Procurement Manager by calling (843) 782-0504. Copies of all correspondence concerning this solicitation or resulting agreement shall be sent to the Procurement Office, 113 Mable T. Willis Blvd, Walterboro, SC 29488.

F. GENERAL CONTRACTUAL REQUIREMENTS

1. ABANDONMENT OR DELAY: If the work to be done under this contract shall be abandoned or delayed by the Dealer, or if at any time the County shall be of the opinion and shall so certify in writing that work has been abandoned or delayed by the Dealer, the County may annul the contract or any part thereof if the Dealer fails to resolve the matter within thirty (30) days of written notice.
2. BIDDER'S COOPERATION: The Bidder shall maintain regular communications with the Purchasing Manager and shall actively cooperate in all matters pertaining to this contract.
3. RESPONSIBILITY: The Bidder shall at all times observe and comply with all federal, state, local, and municipal laws, ordinances, rules, and regulations in any manner affecting the purchase.
4. NON-APPROPRIATION/SUBSTITUTION PERMITTED: If the Colleton County Council fails to appropriate or authorize the expenditure of sufficient funds to make said purchase or if a lawful order issued in, or for any fiscal year during the term of the agreement, reduces the funds appropriated or authorized in such amounts as to preclude making the payments set out therein, the agreement shall terminate on the date said funds are no longer available without any termination charges or other liability incurring to County. Following any such non-appropriation, the master lease agreement shall contain no limitation on the County's ability to replace the equipment financed with any other equipment.
5. INDEMNIFICATION: Except for expenses or liabilities arising from the negligence of the County, the Bidder hereby expressly agrees to indemnify and hold the County harmless against any and all expenses and liabilities arising out of the performance or default of any resulting agreement or arising from or related to the Work as follows:

Bidder expressly agrees to the extent that there is a causal relationship between its negligence, action, or inaction or the negligence, action, or inaction of any of its employees or any person, firm, or corporation directly or indirectly employed by the Bidder, and any damage, liability, injury, loss or expense (whether in connection with bodily injury or death or property damage or loss) that is suffered by the County and its employees or by any member of the public, to indemnify and save the County and its employees harmless against any and all liabilities, penalties, demands, claims, lawsuits, losses, damages, costs, and expenses arising out of the performance or default of any resulting agreement or arising from or related to the equipment. Such costs are to include defense, settlement, and reasonable attorneys' fees incurred by the County and its employees. This promise to indemnify shall include bodily injuries or death occurring to Bidder's employees and any person, directly or indirectly employed by Offeror (including without limitation any employee of any subcontractor), the County's employees, the employees of any other independent contractor, or occurring to any member of the public. When the County submits notice, Dealer shall promptly defend any aforementioned action.

6. The prescribed limits of insurance set forth herein shall not limit the extent of the Dealer's responsibility under this Section. The terms and conditions contained in this Section shall survive the termination of any resulting agreement or the suspension of the Work hereunder. Additionally, the County will not provide

indemnity to the successful Bidder. Failure to comply with this section may result in your request for a bid to be deemed non-responsive.

7. **FORCE MAJEURE:** The Bidder shall not be liable for any excess costs if the failure to perform the resulting agreement arises out of causes beyond the control and without fault or negligence of the Dealer. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the control and without the fault or negligence of the Dealer.
8. **ARBITRATION:** Under no circumstances and with no exception will Colleton County act as arbitrator between the Bidder and any supplier and or sub-contractor.
9. **PUBLICITY RELEASES:** Bidder agrees not to refer to the award of this purchase in commercial advertising in such a manner as to state or imply that the products or services provided are endorsed or preferred by the County. The Bidder shall not have the right to include the County's name in its published list of customers without prior approval of the County Administrator. With regard to news releases, only the name of the County, type, and duration of any resulting agreement may be used and then only with prior approval of the County. The Bidder also agrees not to publish or cite, in any form, any comments or quotes from the County's staff unless it is a direct quote from the Procurement Manager.
10. **GOVERNING LAWS:** Any agreement arising from this solicitation shall be governed by the laws of the State of South Carolina, and any and all disputes arising out of said agreement shall, if litigation is necessary, be litigated only in a Circuit Court for the Fourteenth Judicial Circuit sitting in Colleton County, South Carolina. The prevailing party shall be entitled to attorney's fees and all costs of said litigation.
11. **ASSIGNMENT:** The Bidder shall not assign in whole or in part any agreement resulting from this Request for Bids without the prior written consent of the County. The Bidder shall not assign any money due or to become due to him under the said agreement without the prior written consent of the County.
12. **AFFIRMATIVE ACTION:** The successful Bidder will take affirmative action in complying with all Federal and State requirements concerning fair employment and treatment of all employees, without regard or discrimination by reason of race, color, religion, sex, national origin or physical handicap.
13. **FAILURE TO DELIVER GOODS IN ACCORDANCE WITH TERMS & CONDITIONS:** In case of failure to deliver goods in accordance with the purchase terms and conditions, Colleton County, after due oral or written notice, may procure substitute goods or services from other sources and hold the dealer responsible for any resulting additional purchasing and administrative costs. This remedy shall be in addition to any other remedies which Colleton County may have.
14. **TERMINATION OF PURCHASE:**
 1. Subject to the Provisions below, the Purchase of goods may be terminated by the Purchasing Department, providing a thirty (30) days advance notice in writing is given to the Bidder.
 - a. **Termination for Convenience:** In the event that this Purchase of goods is terminated or canceled upon request and for the convenience of the County without the required thirty (30) days advance written notice, then the County shall negotiate reasonable termination costs, if applicable.
 - b. **Termination for Cause:** Termination by the County for cause, default, or negligence on the part of the Bidder shall be excluded from the foregoing provisions; termination costs, if any, shall not

apply. The thirty (30) days advance notice requirement is waived, and the default provision in this request for proposals shall apply.

- c. The County shall be obligated to reimburse the Bidder only for those services rendered prior to the date of notice of termination, less any liquidation damages that may be assessed for non-performance.
2. Non-Appropriations Clause: Notwithstanding any other provisions of the Purchase Agreement, if the funds anticipated for the continued fulfillment of this Purchase Agreement are at any time. Not forthcoming, through the failure of the County Government to appropriate funds, discontinuance or material alteration of the program under which funds were provided, the County shall have the right to terminate the Purchase Agreement without penalty by giving not less than thirty (30) days written notice documenting the lack of funding. Unless otherwise agreed to by the County and the Bidder, the Purchase Agreement shall become null and void on the last day of the fiscal year for which appropriations were received.
15. GOVERNING LAWS: Any Purchase Agreement resulting from this request for bids shall be governed in all respects by the laws of the State of South Carolina, and any litigation with respect thereto shall be brought in the courts of the State of South Carolina.
16. BONDS: Payment and Performance Bonds are not required for this request for bid.
17. OWNERSHIP OF MATERIAL: Ownership of all data, material, and documentation originating and prepared for the County pursuant to this Purchase Agreement shall belong exclusively to the County.
18. TYPE OF PURCHASE AGREEMENT: The intent of this bid is a resulting Purchase agreement whereby a Purchase Order will be issued for the requested goods. **Bid prices shall remain firm for 90 days.** If any reduction in price is announced after the issuance of a Purchase Order for the goods, the County shall receive the benefit of such reduction.
19. INSURANCE: Colleton County will require the following to remain in force at all times through the life of the contract:

Workers' Compensation - \$100,000 – for each accident
Statutory Coverage and Employer - \$100,000 for each employee
Liability - \$500,000 – policy limit
Comprehensive General Liability - \$1,000,000 – bodily injury each occurrence
\$1,000,000 – bodily injury aggregate
\$1,000,000 – property damage each occurrence
\$1,000,000 – property damage aggregate
Products-Completed Operations - \$1,000,000 – aggregate
Business Auto Liability – Same as Comprehensive General Liability
Excess or Umbrella Liability - \$1,000,000

Colleton County will be named as an "additional insured" party.



COLLETON COUNTY
SOUTH CAROLINA
BID: CCSO-08
FIRM'S CERTIFICATION

Firm Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone Number: _____

Authorized Signature: _____

Print name: _____

Title: _____

Federal Tax ID number: _____

Email: _____

(Please print)

THIS PAGE MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR BID



BID: CCSO-08

ADDENDA ACKNOWLEDGEMENT

The Firm has examined and carefully studied the Request for Bids and the following Addenda, receipt of all of which is hereby acknowledged:

<i>Amendment No.</i>	<i>Issue Date</i>

The Firm must acknowledge any issued addenda. Bids that fail to acknowledge the bidder's receipt of any addendum will result in the rejection of the offer if the addendum contains information that substantively changes the Owner's requirements or pricing.

INDEMNIFICATION

The Firm will indemnify and hold harmless the Owner, Colleton County, and their agents and employees from and against all claims, damages, losses, and expenses, including attorney's fees, arising out of or resulting from the performance of the Work provided that any such claims, damages, loss, or expense is attributable to bodily injury, sickness, disease or death, injury to or destruction of tangible property, including the loss of use resulting therefrom, and is caused by any negligent or willful act or omission of the Vendor, and anyone directly or indirectly employed by him/her or anyone for whose acts any of them may be liable.

In any and all claims against the Owner, Colleton County, or any of their agents and/or employees by an employee of the Vendor, and anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way to the amount or type of damages, compensation or benefits payable by or for the Contractor under the Worker's Compensation Acts, Disability Benefit Acts, or other employee benefit acts.

The obligation of the Contractor under this paragraph shall not extend to the liability of Colleton County or its agents and/or employees arising out of the reports, surveys, change orders, designs, or technical specifications.

Firm: _____

Authorized Representative Name and Title: _____

Signature of Authorized Representative: _____

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BID: CCSO-08

CERTIFICATE OF FAMILIARITY

The undersigned, having fully familiarized themselves with the information contained within this entire solicitation and applicable amendments, submit the attached response and other applicable information to the County, which I verify to be true and correct to the best of my knowledge. I further certify that this response is made without prior understanding, agreement, or connection with any corporation, Bidder, or person submitting a response for the same materials, supplies, or equipment and is, in all respects, fair and without collusion or fraud. I agree to abide by all conditions set forth in this solicitation and certify that I have signature authority to bind the company listed herein.

MINORITY BUSINESS: Are you a minority business?

► **Yes** ___ (___ *Women-owned* / ___ *Disadvantaged*) *If yes, please submit a copy of your certificate with your response.*

► **No** _____

DEBARMENT

The bidder is certifying that they are not currently debarred from responding to any request for bids by any agency or subdivision of the State of South Carolina or the United States Federal Government, nor are they an agent of any person or entity that is currently debarred from submitting bids on contracts by any agency or subdivision of the State of South Carolina.

A Registered Vendor with SAM's Yes No

Cage Code. _____

DUN's No. _____

Firm: _____

Authorized Representative Name and Title: _____

Signature of Authorized Representative: _____

THIS PAGE MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR BID



DRUG-FREE WORKPLACE CERTIFICATION

This certification is required by the Drug-free Workplace Act, Section 44-107-10 South Carolina Code of Laws (1976, as amended). The regulations require certification by Contractors/Vendors prior to award, that they will maintain a drug-free workplace as defined below. The certification set out below is a material representation of the fact upon which reliance will be placed when determining the award of a contract. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of the contract, or suspension or debarment from the right to submit bids or proposals for Colleton County projects.

For purposes of this Certification, a “Drug-free Workplace” is defined as set forth in Section 44-107019 (1), South Carolina Code of Laws (1976, as amended). The aforesaid Section defines workplace to include any site where work is performed to carry out the Contractor’s/Vendor’s duties under the contract. Contractor’s/Vendor’s employees shall be prohibited from engaging in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in accordance with the requirements of the Drug-free Workplace Act.

By signing this document, the Contractor/Vendor hereby certifies that it will provide a drug-free workplace by:

- (1) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor’s/Vendor’s workplace and specifying the actions that will be taken against employees for violation of the prohibition;
- (2) Establishing a drug-free awareness program to inform employees about:
 - (a) The dangers of drug abuse in the workplace;
 - (b) The Contractor’s/Vendor’s policy of maintaining a drug-free workplace;
 - (c) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (d) The penalties that may be imposed upon employees for drug violations;
- (3) Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by paragraph (1) above;
- (4) Notifying the employee in the statement required by paragraph (1) that, as a condition of employment under the contract, the employee will:
 - (a) Abide by the terms of the statement: and
 - (b) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after the conviction;

- (5) Notifying the using agency within ten (10) days after receiving notice under subparagraph (4) (b) from an employee or otherwise receiving actual notice of the conviction;
- (6) Taking one of the following actions, within thirty (30) days of receiving notice under subparagraph (4) (b) with respect to any employee who is convicted:
 - (a) Taking appropriate personnel action against the employee, up to and including termination; and
 - (b) Requiring the employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency;
- (7) Making a good faith effort to continue to maintain a drug-free workplace through the implementation of paragraphs (1), (2), (3), (4), (5), and (6) above.

Firm: _____

Authorized Representative Name and Title: _____

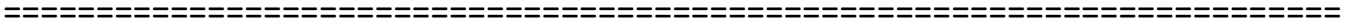
Signature of Authorized Representative: _____

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BID: CCSO-08
BID FORM

Inmate Meal Rate per Meal _____



Firm Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone Number: () _____

Authorized Signature: _____

Print name: _____

Email: _____

THIS PAGE MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR BID