



**Request for Proposals (RFP)
Inmate Food Supplies
For The Haywood County Detention Center**

**Proposal No. 4320-20-1
Haywood County Inmate Food Supplies**

**Proposal Due: Thursday, February 27, 2020
Time: 3:30 PM**

Captain Glen Matayabas, Jail Administrator
Chief Deputy Jeff Haynes
Sheriff Greg Christopher
Peggy Cope, Purchasing Manager

Haywood County Detention Center
1620 Brown Avenue
Waynesville, NC 28786
(828) 452-6670



**ADVERTISEMENT FOR REQUEST FOR PROPOSAL
INMATE FOOD SUPPLIES
HAYWOOD COUNTY DETENTION CENTER
WAYNESVILLE, NC 28786**

Proposal No. 4320-20-1

The County of Haywood is seeking proposals from qualified vendors to provide inmate food supplies for the Haywood County Detention Center.

Attached you will find a Request for Proposal (RFP) which identifies the minimum requirements of the RFP.

Each proposal must be sealed and submitted in writing no later than **3:30 PM (EST) Thursday, February 27, 2020** at which time proposals will be opened publicly and read aloud. **No proposals will be accepted after this time.** Firms mailing proposals should allow delivery time to ensure timely receipt of their proposals. Proposals received by mail will be time and date stamped in the Haywood County Finance Office. The responsibility for getting the proposal to the Haywood County Finance Office on or before the specified time and date is solely and strictly the responsibility of the proposing firm. The County will in no way be responsible for delays caused by any occurrence. Sealed proposals may be delivered anytime Monday through Friday 8 a.m. – 5 p. m. excluding holidays or mailed attention to:

**Peggy Cope, Purchasing
Haywood County Finance Office
215 N Main Street, 4th Floor
Waynesville, NC 28786**

Sealed proposals should be marked as follows:

**“SEALED BID FOR INMATE FOOD SUPPLIES
4320-20-1
DO NOT OPEN PRIOR TO 3:30 P.M.
Thursday, February 27, 2020.”**

Any clarifications pertaining to this Request for Proposal must be submitted in writing no later than 12:00 PM, Friday, February 14, 2020. Clarifications may be emailed to: Glen Matayabas at glen.matayabas@haywoodcountync.gov.

Clarifications to this Request for Proposal will be posted to the County website www.haywoodcountync.gov by addendum. It will be the responsibility of the bidder to ensure that all addenda are received.

Haywood County encourages participation by small, minority, and woman-owned businesses. The County reserves the right to waive any informalities, to reject any or all Request for Proposals, and to accept any proposal which in its opinion may be in the best interest of the County.

No Request for Proposal will be received or accepted after 3:30 PM, EST, Thursday, February 27, 2020. Late proposals will be deemed invalid and returned unopened to the firm.

Bryant Morehead, County Manager
215 N. Main Street
Waynesville, NC 28786

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1.0 **General**

Pursuant to General Statutes of North Carolina, Section 143-129, as amended, the Haywood County Detention Center is soliciting sealed proposals from qualified food supply companies for Inmate Food Supplies. Sealed proposals will be received by the Purchasing Manager, Attention: Peggy Cope, Haywood County Finance Office, 215 North Main Street, Waynesville, North Carolina until 3:30 p.m. on Thursday, February 27, 2020, at which time they will be publicly opened and read and made a part of the public record.

Food service operations are currently in-house. During the fiscal year 2019, the Detention Center prepared and served a total of 136,172 meals to detainees. The awarded contractor will need to allow for continued growth in inmate population up to the 149 bed limit.

1.1. **Statement Of Intent**

The Haywood County Detention Center is requesting proposals from qualified food supply companies to provide food supplies for an Average Daily Population (ADP) of 124. The average daily population (ADP) for 2018 was 120, 2017 ADP was 117, 2016 ADP was 107 and 2015 ADP was 116.

2.0 **Preparation of Proposal**

Each bidder must thoroughly examine the Request for Proposal and contract documents to ensure that the Contractor can meet all requirements. Proposals shall be submitted on the forms included with the proposal documents. Proposals shall be signed by the person or persons legally authorized to bind the contractor to a contract. Proposals that are not signed will be rejected.

Failure to submit a proposal with all proposal requirements may be considered sufficient cause for rejection of the Proposal. Any interlineations, alterations or erasures must be initialized by the signer of the proposal.

Proposals shall remain firm for a period of sixty (60) calendar days after proposals are due.

3.0 **Proposal Requirements**

Bidders are required to verify compliance with the following requested items and include with the proposal those items as requested. Lack of compliance may result in automatic disqualification.

- | | | |
|----|------------------|---|
| a. | <u> X </u> | Return proposal on Haywood County Bid Form with signature. |
| b. | <u> X </u> | Bid Bond: The 5% Bid Bond must be included in the bid package at the time of opening. (5% of the proposed bid) |
| c. | <u> X </u> | Signature on bid by authorized personnel. |
| d. | <u> X </u> | Exceptions to the Proposal and Sample Supply Agreement Form. |
| e. | <u> X </u> | Customer References |
| f. | <u> X </u> | Anti-Collusion Affidavit |
| g. | <u> X </u> | Bid Analysis Form |
| h. | <u> X </u> | Proposal Form |
| i. | <u> X </u> | Quality Assurance Program |
| j. | <u> X </u> | E-Verify Affidavit |
| k. | <u> X </u> | Iran Divestment Act Certification & Terms and Conditions |
| l. | <u> X </u> | Certificate of Insurance upon notification of award. |
| m. | <u> X </u> | Performance Bond upon notification of award. |
| n. | <u> X </u> | Offers are urged to compute all discounts into the price offered. If a prompt payment discount is offered, it will not be considered in the award of the contract except as a factor to aid in resolving cases of identical prices. |
| o. | <u> X </u> | Bidder shall exclude federal excise and transportation tax from this bid price. North Carolina sales tax, registration or license fees, and all other state taxes and fees shall be shown as a separate item on the bid form. |
| p. | <u> X </u> | Prices should include all transportation charges. No charges, surcharges, rental |

fees, deposits or demurrage charges in addition to bid prices will be paid for items bid except as noted herein. All prices submitted must be FOB-Destination – Freight Prepaid and Allowed. If other, ACCURATE FREIGHT COST MUST BE GIVEN.

- q. X
- r. X
- s. X

In the case of error in the extension of prices, the unit price shall govern.

Awarded contractor will be required to enter into a written contract provided by the County.

Upon award of contract, a completed W9 will be required to set vendor up in financial software.

4.0 **Submittal Deadline**

In order to be considered all proposals must be in writing, sealed, and submitted no later than **3:30 PM (EST) on Thursday, February 27, 2020**. Time is of the essence; No proposal will be accepted after the official time and date. Firms mailing responses should allow delivery time to ensure timely receipt of their proposals. The responsibility for getting the proposal to the Haywood County Finance Office on or before the specified time and date is solely and strictly the responsibility of the responding firm. ***The County will in no way be responsible for delays caused by any occurrence.*** Responses may be hand carried or mailed attention to:

**Peggy Cope, Purchasing Manager
Haywood County Finance Office
215 N Main Street
Waynesville, NC 28786**

Hours of Operation: Mon – Fri 8:00 a.m. - 5:00 p.m. (EST)

Only **sealed** proposals will be accepted. The outside of the sealed package shall be clearly marked

**“SEALED BID FOR INMATE FOOD SUPPLIES
4320-20-1
DO NOT OPEN PRIOR TO 3:30 P.M.
Thursday, February 27, 2020.”**

No consideration will be given to date of postmark. It is the responsibility of the offeror to have the quote in this office by the specified date and time. Fax copies are not acceptable.

Bids will be time stamped upon receipt and retained unopened in a secure location until bid opening.

5.1 **Questions**

All clarifications pertaining to this Request for Proposal (RFP) shall be submitted in writing no later than Friday, February 14, 2020 by 12:00 PM. Clarifications may be emailed to Captain Glen Matayabas at glen.matayabas@haywoodcountync.gov.

Any clarifications submitted will be answered by addendum and posted to the County website at www.haywoodcountync.gov, to all bidders as an addendum to the RFP. The County of Haywood will assume no responsibility for oral instruction, suggestion or interpretation.

5.2 **Bid Response Quantities and Format**

The bidders must submit with their quote sketches, descriptive literature, and/or complete specifications covering the products offered if applicable.

Modification of or corrections to quotes are not acceptable after bids have been closed. Erroneous bids may be reclaimed or superseded any time prior to bid opening time. Any new bid must be marked on the outside of the sealed envelope with the notation "Supersedes all previous submissions."

The County requires that bidders submit one original and three copies of bids, with copies clearly marked as **COPY**. Bids shall be provided in hard copy (paper format), and in electronic format (Portable Document Format [PDF]) on a CD-ROM or USB drive.

6.0 **Pre-Proposal Conference**

The County is not holding a pre-proposal conference.

7.0 **Addenda**

Any interpretation, correction or change of this RFP will be made by Addendum and issued through the Haywood County Finance Office. Addenda will be posted on county website at www.haywoodcountync.gov. ***It is the responsibility of the Contractor to ensure that all Addenda have been received prior to submitting a response.***

8.0 **Evaluation & Award of Contract**

The County of Haywood reserves the right to reject any or all proposals and to waive any minor informalities in a proposal. Award will be made to the, (1) one, Contractor whose proposal is most advantageous to the County taking into consideration the following criteria:

- Whether the bidder can provide the food supplies promptly, or within the time specified, without delay or interference;
- The character, integrity, reputation, judgment, experience, and efficiency of the bidder;
- The quality of supplies and level of performance of a bidder under previous contracts, if any;
- The previous and existing compliance by the bidder with laws and ordinances relating to the delivery and products;
- Informality shall be defined as a deviation from a non-statutory requirement or a specification, neither of which affect the amount of the bid. Any deviation from specifications indicated herein must be clearly pointed out; otherwise, it will be considered that items are in strict compliance with these specification, and bidder will be held responsible. Deviations shall be explained in detail. The specification herein is intended to indicate the character, quality and/or performance of the goods or services desired. Unless qualified by provision "No Substitute" the name of a brand, manufacturer or catalog designation does not restrict the bidder to that brand or manufacturer.
- Identity of bidders, unless otherwise noted, will not be disclosed until bid opening. Tabulations of quotes and award information are a matter of public record and are available upon request when accompanied by a stamped self-addressed envelope. No official award will be made at the bid opening. Bids will be examined by the purchasing manager and the using department and an award of (1) one contractor will be approved by the Board of County Commissioners. No bids may be withdrawn after bid opening.
- Awards shall be based on determination of the lowest responsive responsible bidder.

It is expected that the successful bidder will be notified in writing within sixty (60) days, or sooner, after the receipt of proposals. Verbal notification of award is not considered a liable mode of notification and therefore will not be recognized as an official notification.

Upon issuance of a contract award by the County, the successful bidder will provide the food supplies as specified at the stated prices, within the time specified, in accordance with all provisions of the proposal documents.

9.0 Contract Period

The awarded contractor will be awarded a 12 month contract effective July 1, 2020 through June 30, 2021.

10.0 Option to Renew

This contract may be extended for two (2) additional one-year periods, provided all terms and conditions remain in full force and effect except the contract period being extended. This option, if exercised, is to be executed as a letter of agreement or Amendment to Extend the Contract, issued no sooner than sixty (60) days prior to expiration of this contract. This option to renew requires the mutual agreement of both parties.

11.0 Withdrawal of Proposal

A bidder may withdraw its proposal prior to the time that proposals are due by sending a written request to the Purchasing Manager. Withdrawal of proposal after the deadline may only be withdrawn in accordance with N.C.G.S. 143-131.1.

12.0 Exceptions to the Proposal

Exceptions to any specification or requirement contained herein must be clearly stated on the "Exceptions to the Proposal" form. The Exception to the Proposal form is provided herein.

13.0 Anti-Collusion Affidavit

Each submittal must be accompanied by a notarized affidavit of anti-collusion, executed by the Contractor or in the case of a corporation, by a duly authorized representative of said corporation. The Anti-Collusion Affidavit is provided herein.

14.0 Proprietary Information

Trade secrets or proprietary information submitted by a firm in connection with a procurement transaction shall not be subject to the public disclosure under the North Carolina Public Records Act pursuant to NC General Statutes §66-152(3). However, the Contractor must invoke the protection of this section prior to or upon submission of the data or other materials, and must identify the data on other materials to be protected and state the reasons why protection is necessary. **Each individual page considered a trade secret or proprietary information must be labeled "Confidential" in the top right corner.**

15.0 Bidder Responsibility

The bidder is responsible for verifying any and/all information provided and their own familiarization with the proposal, prior to bidding.

16.0 Change of Ownership

If the Contractor changes owners or goes out of business during the term of the contract, sixty (60) days advance written notice of such change shall be provided to the County. If the Contractor changes ownership and fails to comply with this provision, the County may terminate the contract immediately.

In the event the Contractor gives sixty (60) days advance notice to the County of change of ownership, the County, at its sole discretion, may terminate the contract at the end of the sixty (60) day notice period, or may continue the contract with the new owner(s) under the same terms and conditions. The new owner(s) shall not have the right to unilaterally terminate the contract.

17.0 **Customer References**

Bidders shall provide a minimum of three (3) references for food supplies provided to local governments within the State of North Carolina. Reference information shall be submitted on the form enclosed.

18.0 **Payment**

The County pays its invoices within thirty (30) days or earlier after receipt of correct and approved invoice by department.

19.0 **Responsibilities of the Detention Center**

Contract Administration

The administrator of this contract for the County is the direct responsibility of the Sheriff. The Sheriff has delegated the day-to-day responsibility for contract administration/communication to the Jail Administrator of the Support Section of the Detention Facility or other persons so designated. No adjustment in any matters concerning the terms of the contract may be made without the express written consent of the County in consultation with the Sheriff or Designee.

20.0 **Responsibilities of the Vendor:**

A. Purchasing Specifications

The Vendor shall provide within its proposal the minimum purchasing specifications to be used in the purchase of all food products and disposable service ware. The specifications provided should address the levels of quality, size, pack, count and all other relevant information. All foods must come from an approved source. Produce items only, "Cost plus on produce items will be acceptable". The Detention Center must approve, in writing, any changes from the stated specifications.

The vendor may not purchase "second market" and/or distressed food items without the prior written approval of the Detention Center and be accompanied with a registered dietician certifying that the product is an acceptable menu substitution as defined herein.

B. Delivery/Receiving

Delivery Requirement:

Delivery shall be within 24-48 hours after receipt of order. All orders shall be FOB destination and all charges for shipping shall be included in the amount bid.

Delivery shall be to the Haywood County Detention Center, 1620 Brown Avenue, Waynesville, NC 2878. Delivery hours are 7:00 a.m. – 4:00 p.m. Monday through Friday unless otherwise specified.

The Detention Center will not have a pallet jack available for the Vendor to use in moving its supplies from the loading dock to the appropriate storage areas. The vendor shall be responsible for providing its own pallet jack or ensure that the delivery company has one.

21.0 **Financial**

Accounting Cycle

The Vendor must comply, for accounting cycle purposes, with the Detention Center's fiscal year of July 1st to June 30th and calendar month periods.

22.0 Federal Funds

If the source of funds for this contract is federal funds, the following federal provisions apply pursuant to 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II (as applicable): Equal Employment Opportunity (41 C.F.R. Part 60); Davis-Bacon Act (40 U.S.C. 3141-3148); Copeland “Anti-Kickback” Act (40 U.S.C. 3145); Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708); Clean Air Act (42 U.S.C. 7401-7671q). and the Federal Water Pollution Control Act (33 U.S.C.1251-1387); Debarment and Suspension (Executive Orders 12549-12689); Byrd Anti-Lobbying Amendment (31 U.S.C. 1352); Procurement of Recovered Materials (2 C.F.R §200.322); and Record Retention Requirements (2 C.F.R §200.324).

23.0 SUPPLY PRICE QUOTE

BIDDER:		
Food Supplies		
DESCRIPTION/SIZE	COST	NOTES
50 LBS SUGAR		
50 LBS. POTATOES		
50 LBS. CABBAGE		
50 LBS. ONIONS		
25 LBS. RICE		
6-10 KETCHUP		
6-10 ALL VEG. MIXED		
6-10 FRUIT COCKTAIL		
6-10 APPLE SAUCE		
6-10 PEACH HALVES		
6-10 PEAR HALVES		
6-10 LIMA BEANS		
6-10 SWEET PEAS		
RICE KRISPI 4-27 OZ		
CORN FLAKES 4-26 OZ. OR 35 OZ.		
BLACK-EYED PEAS DRY 25 LB		
QUICK GRITS 8 – 5 LB. BAGS		
MARGARINE SOLID – 30-1 LB		
SWEET RELISH – 1 GAL.		
COFFEE – 24-14 OZ/CS		
ASSORTED JELLY– 200 CT.		
CLEAR FRYING OIL 35 LB.		
FLOUR – SELF RISING 25 LB.		
DRIED BABY LIMAS 24 – 1 LB.		
MAYONNAISE 4 – 1 GAL.		
MILD CHEDDAR CHEESE 1- 10 LB. (Shredded)		
EX. LARGE EGGS – 30 DOZ.		

Haywood County Detention Center, Waynesville, NC – Inmate Food Supplies RFP

Proposal No. 4320-20-1

Published: Wednesday, February 5, 2020

VANILLA WAFERS – 12- 20 OZ. OR BULK – 4 LB.		
INSTANT POTATOES 6-10		
SUGAR COOKIES (CS)		
CHOCOLATE CHIP COOKIES (CS)		
OATMEAL COOKIES (CS)		
P.C. KETCHUP 1000 IND.		
P.C. TEXAS PETE 200 IND.		
P.C. MUSTARD 500 IND.		
P.C. MAYONNAISE 200 IND.		
12-24 OZ. FRUIT DRINK MIX		
12-24 OZ. PUNCH DRINK MIX		
12-24 OZ. GRAPE DRINK MIX		
HEAD LETTUCE – 24/CS		
FRESH APPLES – 1 BUSHEL/CS		
PASTEURIZED FROZEN EGG		
CORN CHIPS – 1 LB		
SYRUP PANCAKE & WAFFLE – 1.5 OZ		
CEREAL FROSTED FLAKES – 1 OZ		
CEREAL TOOTIE FRUITIES - .75 OZ		
CEREAL COCO-ROOS - .69 OZ		
EGG WHITES – 15 DOZ		
CABBAGE DICES W/CARROT – 5 LB		
FROZEN BISCUIT DOUGH – SOUTHERN STYLE –		
FROZEN SANDWICH PBJ GRAPE ON WHITE – 2.8		
WAFFLE SQ JUMBO – 1.27 OZ		
FROZEN PANCAKE ORIGINAL – 12 CT		
FROZEN SAUSAGE PATTY – 1.5 OZ		
FROZEN BOLOGNA THICK CUT SKNLS – 4 OZ		
FROZEN EGG PATTY SCRMBLED – 1.5 OZ		
FROZEN SAUSAGE LINK – 10 LB		
FROZEN FRIES WEDGE 8 CUT SEASONED – 5 LB		

BISCUIT DOUGH EASY SPLIT – 3.17 OZ		
POTATO SALAD MUSTARD – 10 LB		
APRON POLY HVY DUTY – 100 CT		
CRACKER SALAD WAFER – 2 CT		
SAUERKRAUT - #10		
CAN LINER 56 GA BLK – 10 CT		
CHEESE AMER YLW – 10 LB (Sliced)		
SALAD MACARONI – 10 LB		
FROZEN PPASTRY STRUDEL APPLE – 2.29 OZ		
FROZEN CHICKEN BREAST BRD – 5 LB (4oz breaded raw for oven prep)		
FROZEN BEEF STK CHICKEN FRIED BRD – 4 OZ		
FROZEN ROLL YEAST - 1.5 OZ		
FROZEN PIZZA PEPPERONI WHL GRAIN – 4.65		
FROZEN PORK PATTY BNLS CHPD SEASND – 3		
CORN DOG NUGGET TURKEY 0.67 – 5 LB		
BRUSSEL SPROUT MED – 2 LB		
CHIP TORTILLA CRISPY RND – 16 OZ		
CORN WHL KERNEL - #10		
POTATO CMLPT PEARL, GLDN – 3.7 LB		
CARROT SLCD - #10		
PICKLE DILL CHIP – 1 GA		
OATS QUICK – 42 OZ		
PASTA MACARONI ELBOW HVY – 10 LB		
CORNBREAD MIX CNTRY – 5 LB		
COOKIE OATMEAL BLK – 324 CT		
CRACKER CHEESE PEANUT BUTTER – 1.42 OZ		
COOKIE FUDGE W/CRÈME – 1.1.9 OZ		
FROZEN POTATO TATER TOTS BITE – 5 LB		
POLLOCK FIL 3 OZ – 5 LB		
HUSHPUPPY SWEET CORN BAKEABLE – 5 LB		
PAN COATING CANOLA BASE – 14 OZ		

COOKIE BAR CRISPY RICE - .84 OZ		
PUDDING BANANA - #10		
APRICOT HLVS UNPLD - #10		
COOKIE VANILLA WAFER BULK – 13.3 OZ		
CINNAMON GRND SPICE – 18 OZ		
TOMATO #2 RAND – 25 LB		
ORANGE CH – 40 LB		
BANANA GRN TIP FRSH – 40 LB		
PINEAPPLE CLCS IN JUICE - #10		
PEACH SLCD - #10		
GRAVY MIX PEPPERED OLD FSHND – 24 OZ		
BEAN W/PORK, TOMATO SAUCE - #10		
FROZEN BEEF PATTY 4/1 CHUCKWGN – 4 OZ		
FROZEN BURRITO BEEF & BEAN – 60 EA		
RAVIOLI BEEF – 108 OZ		
CHICKEN & DUMPLINGS – 48 OZ		
FROZEN FRANKS 6/1 AM 6” – 5 LB		
FROZEN APTZ QUESADILLA BLK BEAN – 4 LB		
FROZEN MEATLOAF SLCD W/ONION & GRN –		
LINER PAN BAKERY FULL – 1000 COUNT		
DRESSING RANCH BUTTERMILK – 12 GM		
BEAN PINTO LS FCY BRINE – 111 OZ		
TURKEY FRANKS-- 8/1-10LB		
TURKEY BOLOGNA-- 2/10-10LB		
TURKEY SAUSAGE PATTY—1.5OZ OR 1 OZ		
TURKEY BACON 32 SLICE –1 LB		
BEEF FRITTER PATTY 40—4 OZ		
VANILLA PUDDING 6-10 LB CANS		
CHOCOLATE PUDDING 6-10 LB CANS		

Delivery:

Delivery shall be within 24-48 hours after receipt of order. All orders shall be FOB destination and all charges for shipping shall be included in the amount bid.

Delivery Requirement: Delivery shall be to the Haywood County Detention Center, 1620 Brown Avenue, Waynesville, NC 2878. Delivery hours are 7:00 a.m. – 4:00 p.m. Monday through Friday unless otherwise specified.

Packaging/Substitution:

If packaging is not in the size/quantity requested, vendor shall specify the size/quantity that is bid. Vendor shall also note if a substitution is listed.

Pricing:

The prices quoted must be valid for 12 months from date of order. Contract period will be July 1 2020, – June 30, 2021.

Bidder's Name: _____ Title: _____

Email: _____

Company Name: _____

Website: _____

Address: _____

Phone: _____ Fax: _____

25.0 CUSTOMER REFERENCES

Please provide, at a minimum, three (3) references in which your company has provided inmate food supplies to a local government **within North Carolina**. Please use references of comparable projects and government entities.

Agency/Company Name: _____

Street Address: _____

City, State and Zip Code: _____

Contact Name: _____

Contact Phone Number: _____

Dates of Contract: _____

Agency/Company Name: _____

Street Address: _____

City, State and Zip Code: _____

Contact Name: _____

Contact Phone Number: _____

Dates of Contract: _____

Agency/Company Name: _____

Street Address: _____

City, State and Zip Code: _____

Contact Name: _____

Contact Phone Number: _____

Dates of Contract: _____

Agency/Company Name: _____

Street Address: _____

City, State and Zip Code: _____

Contact Name: _____

Contact Phone Number: _____

Dates of Contract: _____



26.0 ANTI-COLLUSION AFFIDAVIT

STATE OF NORTH CAROLINA

COUNTY OF HAYWOOD

_____ (name), being first duly sworn deposes and says that:

He/She is the _____ (title) of _____ (company name) submitting the attached proposal;

He/She is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;

Such bid is genuine and is not collusive or sham bid;

Neither the said bidder, nor any of its officers, partners, owners agents, representatives, employees or parties in interest, including this affiant, has in any way collude, conspired, connived or agreed, directly or indirectly, with any other bidder, firm or person to submit collusive or sham bid in connection with the contract for which the attached bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly sought by agreement or collusion or communication or conference with any other bidder, firm or person to fix any overhead, profit, or cost element of the bid price of any other bidder to secure through collusion, conspiracy, connivance or unlawful agreement any advantage against the County of Haywood, or any person interested in the proposed contract; and

The price or prices quoted in the attached bid are fair and proper and are not contained by any collusion, conspiracy, connivance or unlawful agreement on the part of the bidder or any of its agents, representatives, owners, employees, or parties, in interest, including this affidavit.

(SEAL)

_____ (Title)

_____ (Signature)

Date: _____

NOTARIZE

Subscribed and sworn to before me, this the _____ day of _____, 20_____.

Notary Public _____

County of _____, NC

My Commission expires _____

27.0 BID ANALYSIS FORM

The Bid Analysis Form specifies the four areas on which each bid shall be graded. Each category has a minimum and maximum number of points available. The lower the total number, the lower the total evaluation of the bid. The higher the total number, the better the evaluation of the bid.

1. **Total Cost**
(0 to 35 Points) **Score** _____

2. **Quality of Product**
(0 to 35 Points) **Score** _____

3. **Responsive to the Request for Proposal**
(0 to 15 Points) **Score** _____

4. **Company Profile/References**
(0 to 15 Points) **Score** _____

TOTAL POINT SCORE _____

Evaluator Name

Evaluator's Signature

28.0 PROPOSAL FORM

To the County of Haywood, North Carolina:

I have carefully examined the Request for Proposal and any other documents, to include addenda, accompanying or make a part of this Request for Proposal to provide the necessary food supplies.

I certify that all information contained in this proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the contractor as its act and deed and that the contractor is ready, willing and able to perform if awarded the contract.

I hereby acknowledge receipt of any Addenda issued by County. It is the responsibility of the bidder to ensure that all addenda has been received.

Addenda No. _____ dated _____ Addenda No. _____ dated _____

The Vendor’s price per item shall remain firm for the initial one year contract. Vendor shall include within its proposal what method or indexes will be used to calculate price increases, in any, during the three one year extension periods of the contract. This may be subject to contract negotiation.

In addition, the Vendor is required, within its price proposal, to set a “not-to-exceed” percentage increase in the cost per meal, regardless of the above factors.

Company Name: _____

Address: _____

City/State/Zip: _____

Phone/Fax: _____

Email: _____

Authorized Signature: _____ Date: _____

Printed Name: _____



29.0 E-VERIFY AFFIDAVIT

Haywood County
215 N. Main Street
Waynesville, NC 28786

The State of North Carolina previously passed HB369 enacting NCGS 153A-449(b) which prohibits county governmental units from entering into contracts subject to NCGS 143-129 unless the contractor and the contractor's subcontractors comply with the requirements of Article 2 of Chapter 64 of the General Statutes.

Article 2 of Chapter 64 of the NCGS, as revised, requires an employer that transacts business in the State of North Carolina and employs 5 or more employees in the State of North Carolina to verify the work authorization of its employees through the federal E-Verify program.

In accordance with the NCGS, Haywood County requires all contractors/companies entering into a contract with Haywood County to comply with the E-Verify requirements as evidenced by submission of this affidavit.

I, _____ (the individual attesting below), being duly authorized by and on behalf of _____ (the entity bidding on project/contracting with county, hereinafter "Employer") after first being duly sworn hereby swears or affirms as follows:

- 1. Employer understands that E-Verify is the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law in accordance with NCGS §64-25 and NCGS §160A-20.1(b) .
2. Employer understands that Employers Must Use E-Verify. Each employer, after hiring an employee to work in the United States, shall verify the work authorization of the employee through E-Verify in accordance with NCGS§64-26(a).
3. Employer is a person, business entity, or other organization that transacts business in the State of North Carolina and that employs 5 or more employees in North Carolina. (mark Yes or No)
a. YES _____, or b. NO _____
4. Employer's subcontractors comply with E-Verify, and Employer will ensure compliance with E-Verify by any subcontractors subsequently hired by Employer.

This _____ day of _____, 201 _____.

Signature of Affiant

Print or Type Name: _____

State of _____ County of _____

Signed and sworn to (or affirmed) before me, this the _____

day of _____, 201 _____.

My Commission Expires:

Notary Public

(Affix Official/Notarial Seal)

Revised, effective NOV. 2015

Haywood County Detention Center, Waynesville, NC – Inmate Food Supplies RFP

Proposal No. 4320-20-1

Published: Wednesday, February 5, 2020

30.0 IRAN DIVESTMENT ACT CERTIFICATION



Haywood County
215 N. Main Street
Waynesville, NC 28786

Name of Company: _____

**IRAN DIVESTMENT ACT CERTIFICATION
REQUIRED BY N.C.G.S. 147-86.59**

As of the date listed below, the entity listed above is not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. 147-86.58.

The undersigned hereby certifies that he or she is authorized by the entity listed above to make the foregoing statement.



Signature Date

Printed Name Title

31.0 TERMS & CONDITIONS

ADDITIONAL HAYWOOD COUNTY CONTRACT TERMS/CONDITIONS AND SIGNATURE PAGE

NON APPROPRIATION

If funds are not appropriated during the term of this Agreement for this agreement, and there are no other available funds with which payment can be made, this agreement is terminated on the last day of the fiscal period for which appropriations were received without penalty or expense.

IRAN DIVESTMENT ACT CERTIFICATION REQUIRED BY N.C.G.S. Chapter 147, Article 6E

As of the date listed below, the vendor or bidder listed below is not listed on the Final Divestment List created by the State Treasurer pursuant to the applicable provisions of Chapter 147, Article 6E of the N.C.G.S. The undersigned certifies that he or she is authorized by the vendor or bidder listed below to make the foregoing statement.

NOTE: N.C.G.S Chapter 147, Article 6E requires this certification for bids or contracts with the various governmental entities of North Carolina, including counties. The certification is required when a bid is submitted, when a contract is entered into, and when a contract is renewed or assigned. No vendor may utilize any subcontractor found on the State Treasurer's Final Divestment List. The List is updated every 180 days, and can be found at www.nctreasurer.com/iran

NORTH CAROLINA E-VERIFY CERTIFICATION

APPLICABILITY: Pursuant to North Carolina General Statute 64-25, the certification is applicable for all contracts entered into by Haywood County, except contracts solely for the purchase of goods, apparatus, supplies, materials, equipment, or contracts with specific other entities as described in N.C.G.S. §143-133.3, piggy-back contracts, and travel purchases.

CERTIFICATION: By signing and entering into this contract with Haywood County, I hereby certify that I comply with E-Verify, the Federal program used to verify the work authorization of newly hired employees. I certify compliance with the E-Verification program pursuant to Article 2 of Chapter 64 of the North Carolina General Statutes. If applicable, I am also certifying that any subcontractor hired or used by me will comply with E-Verify.

ADA AND CIVIL RIGHTS CERTIFICATION OF COMPLIANCE

I hereby certify that I comply with all applicable federal civil rights laws, including the applicable provisions of the Americans with Disabilities Act

UNIFORM GUIDANCE ("UG") REQUIRED CONTRACT PROVISIONS

Uniform Guidance ("UG") is a set of uniform standards for contracts involving the award/expenditure of certain federal monies. If the UG requirements are not applicable, the UG provisions do not apply, unless specifically stated so in the contract

NOTE: BY SIGNING THE HAYWOOD COUNTY SIGNATURE PAGE, YOU AGREE TO FOLLOW THE ATTACHED TERMS AND CONDITIONS, TO THE EXTENT THAT SUCH PROVISIONS ARE APPLICABLE.

VENDOR

Vendor Name: _____

By: _____ Title: _____

Date: _____

HAYWOOD COUNTY

By: _____

County Manager

Date: _____

ATTEST:

Clerk to the Board/Deputy Clerk to the Board

APPROVED AS TO FORM:

County Attorney

This instrument has been pre-audited in the manner required by the Local Government Budget Act.

Finance Director

Uniform Guidance ("UG") Required Contract Provisions APPLICABILITY: UG is a set of uniform standards for award and expenditure of federal financial assistance, and applies to the purchase of apparatus, supplies, equipment, materials, services, construction and repair, and engineering/architectural services. See 2 CFR Part 200. Provided that these standards are applicable to you, by signing this signature page, you are certifying that your organization meets these requirements and that this certification, with the statutory references incorporated into each certification, on its face constitutes the "provision for compliance" for any paragraphs requiring such provision or other similar required statement, terms, or requirements. Haywood County is also required to be bound by such provisions. As the UG requires that any more stringent state law or local ordinance/policy supersedes these certifications, such state or local contractual references supersede the requirements below, to the extent that the state or local provisions are more stringent than the federal requirements.

If the service provided under the contract is not covered by the UG, signing the contract signature page will not bind the parties to these requirements, unless if specified in the contract. See generally <https://www.ecfr.gov/cgi-bin/text-idx?SID=04e61f4e0a8317140a9ec150bb2ac195&mc=true&node=pt2.1.200&rgn=div5#ap2.1.200.1521.ii>

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935,

3 CFR Part, 1964-1965 Comp., p. 339), as amended by Ex. Order 11375, "Amending Ex. Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).

Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended-Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Ex. Orders 12549 and 12689)-A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Ex. Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory

authority other than Ex. Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)-Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See §200.322 Procurement of recovered materials.

§200.322 Procurement of recovered materials. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. [78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014)