	REQUEST FOR PROPOSAL (RFP)	**Solicitation Number: RFP 20270616** **Date Issued: July 8, 2026** **Procurement Official: Timika Beaver** **Phone: 803-815-4042** **E-mail address:** **Timika.beaver@fairfield.sc.gov**

REQUEST FOR PROPOSALS (RFP)

SOLICITATION NUMBER:	RFP 20270616
SOLICITATION TITLE:	**DETENTION CENTER INMATE FOOD SERVICES**
NON-MANDATORY SITE VISIT:	July 28, 2026 at 11:00 AM EST Fairfield County Detention Center 10 Faith Lane, Winnsboro, SC 29180
QUESTIONS MUST BE RECEIVED BY:	July 31, 2026 at 10:00 AM EST Vendor questions only will be accepted via email toTimika.beaver@fairfield.sc.gov
DEADLINE TO SUBMIT PROPOSAL: **PUBLIC OPENING LOCATION**	**AUGUST 18, 2026 at 10:00 AM EST** Fairfield County Administration Building Conference Room, 2nd Floor 250 N Walnut Street, Winnsboro, SC 29180
MAILING ADDRESS:	Fairfield County Procurement Office P.O. Drawer 60 Winnsboro, SC 29180
COPIES:	**Volume I** One (1) "Original" copy and One Digital PDF copy (flash drive); **Volume II** Business Proposal Submittal – One (1) "Original" copy and One Digital PDF copy (flash drive)

Subject to the conditions, provisions and the enclosed specifications, sealed bids will be received at this office until the stated date and time and then publicly opened. Any offer received after the scheduled deadline, will be immediately disqualified. The County assumes no responsibility for delivery of bids which are mailed.

The solicitation number MUST be shown on the outside of envelope.

NOTICE TO OFFERORS: The solicitation has been publicly posted and may be obtained on the South Carolina Business Opportunity (SCBO) https://scbo.sc.gov/search and Fairfield County Purchasing website www.fairfieldsc.com **.**

Interested firms should review the RFP document, attachments, and any preceding addendums on the Fairfield County webpage under the Purchasing Department https://www.fairfieldsc.com/departments/purchasing/bids-rfps

CONFERENCE TYPE: **Non-Mandatory** DATE & TIME: **July 28, 2026 @ 11:00 a.m.**	LOCATION: Fairfield County Detention Center **10 Faith Lane, Winnsboro, SC 29180**

You must submit a signed copy of this form with Your Offer. By submitting a bid or proposal, you agree to be bound by the terms of the Solicitation. You agree to hold Your Offer open for a minimum of thirty (30) calendar days after the Opening date.	
NAME OF OFFEROR (Full legal name of business submitted the offer)	OFFEROR'S TYPE OF ENTITY: (Check one) □ Sole Proprietorship □ Partnership □ Corporate entity (not tax exempt) □ Tax exempt corporate entity □ Government entity(federal, state, or local) □ Other _____
AUTHORIZED SIGNATURE (Person signing must be authorized to submit binding offer to enter contract on behalf of Offeror named above.)	
TITLE (Business title of person signing above)	
PRINTED NAME / DATE SIGNED	
Instructions regarding Offeror's name: Any award will be issued to, and the contract will be formed with, the entity identified as the offeror above. An offer may be submitted by only one legal entity. The entity named as the offeror must be a single and distinct legal. Do not use the name of a branch office or a division of a larger entity if the branch or division is not a separate legal entity, I.e., a separate corporation, partnership, sole proprietorship, etc.	
STATE OF INCORPORATION (If offeror is a corporation, identify the state of Incorporation.)	

TAXPAYER IDENTIFICATION NO.	STATE VENDOR NO.
HOME OFFICE ADDRESS (Address for offeror's home office/principal place of business)	NOTICE ADDRESS (Address to which all procurement and contract related notices should be sent.)

Area Code	Number	Extension	Facsimile

E-mail Address

PAYMENT ADDRESS (Address to which payments will be sent.)	ORDER ADDRESS (Address to which purchase orders will be sent)
Payment Address same as Home Office Address Payment Address same as Notice Address (check only one)	Order Address same as Home Office Address Order Address same as Notice Address (check only one)

ACKNOWLEDGEMENT OF AMENDMENTS

ACKNOWLEDGMENT OF AMENDMENTS	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date
Offeror acknowledges receipt of amendment(s) by number and its date of issue. See "Amendments to Solicitation" Provision								

DISCOUNT FOR PROMPT PAYMENT See "Discount for Prompt Payment" clause	10 Calendar Days (%)	20 Calendar Days (%)	30 Calendar Days (%)	_____Calendar Days (%)

DETENTION CENTER INMATE FOOD SERVICES

TABLE OF CONTENTS

SECTION I: PURPOSE

SECTION II: INSTRUCTIONS FOR OFFERORS:
A GENERAL
B. SPECIAL

SECTION III: SCOPE OF WORK

SECTION IV: INFORMATION FO BIDDERS TO SUBMIT
A GENERAL
B. TECHNICAL PROPOSAL-VOLUME I
C. BUSINESS/COST PROPOSAL – VOLUME II

SECTION V: QUALIFICATIONS OF BIDDERS

SECTION VI: AWARD CRITIERIA

SECITON VII: TERMS AND CONDITIONS
A. GENERAL
B. SPECIAL

SECTION VIII: BUSINESS/COST PROPOSAL-VOLUME II

SECTION IX: VENDOR QUESTIONNAIRE

SECTION X: ATTACHMENT(S)
Attachment I: Fairfield County Vendor Application and W9
Attachment II: Conflict of Interest Certification

DETENTION CENTER INMATE FOOD SERVICES

SECTION I PURPOSE

Fairfield County is seeking sealed proposals from qualified and experienced Contractors to provide comprehensive food service operations for the Fairfield County Detention Center. Services shall include inmate meal preparation and feeding seven (7) days per week, as well as related program support services necessary to ensure safe, sanitary, and compliant food service operations.

The Detention Center has a maximum rated capacity of approximately one hundred ten (110) inmates; however, the recent average daily population is approximately sixty (60) inmates. Offerors shall base their proposals on the potential maximum capacity while also considering historical utilization levels.

The initial term of the resulting contract shall be one (1) year from the effective date of contract commencement. The County reserves the right, at its sole discretion, to extend the contract on a year-to-year basis for up to two (2) additional one (1) year renewal terms, subject to satisfactory performance, availability of funds, and mutual agreement of the parties.

Nothing in this solicitation shall be construed as a guarantee of minimum or maximum inmate population levels, meal counts, or service volumes.

NOTICE TO BIDDERS: The solicitation has been publicly posted and may be obtained on the South Carolina Business Opportunity (SCBO) https://scbo.sc.gov/search and Fairfield County Purchasing website https://www.fairfieldsc.com/departments/purchasing/rfp-bids . All prospective bidders should review the bid document and all Attachments and submit all questions and/or requests for additional information.

Each bidder shall fully acquaint himself with conditions relating to the scope and restrictions attending the execution of the work under the conditions of this bid. The failure or omission of a bidder to acquaint himself with existing conditions shall in no way relieve him of any obligation with respect to this bid or to the contract.

SECTION II INSTRUCTIONS FOR OFFERORS – A. GENERAL INSTRUCTIONS

DEFINITIONS, CAPITALIZATION, AND HEADINGS CLAUSE HEADINGS USED IN THIS SOLICITATION ARE FOR CONVENIENCE ONLY AND WILL NOT BE USED TO CONSTRUE MEANING OR INTENT. EVEN IF NOT CAPITALIZED, THE FOLLOWING DEFINITIONS APPLY TO ALL PARTS OF THE SOLICITATION, UNLESS EXPRESSLY PROVIDED OTHERWISE.

ADDENDUM means a document issued to supplement the original solicitation document.

AUTHORITY means the Fairfield County Council or its successor in interest.

BUSINESS means any corporation, partnership, individual, sole proprietorship, joint stock company, joint venture, or any other legal entity.

CHANGE ORDER means any written alteration in specifications, delivery point, rate of delivery, period of performance, price, quantity, or other provisions of any contract accomplished by mutual agreement of the parties to the contract.

CONTRACT See clause entitled Contract Documents & Order of Precedence.

CONTRACT MODIFICATION means a written order signed by the procurement officer, directing the contractor to make changes which the clause of the contract titled "Changes," if included herein, authorizes the Procurement Officer to order without the consent of the contractor.

CONTRACTOR means the Offeror receiving an award as a result of this solicitation.

COUNTY means the Fairfield County Government identified on the Cover Page.

COVER PAGE means the top page of the original solicitation on which the solicitation is identified by number. Offerors are cautioned that Addendums may modify information provided on the Cover Page. **OFFER** means the bid or proposal submitted in response this solicitation. The terms Bid and Proposal are used interchangeably with the term Offer.

OFFEROR means the single legal entity submitting the offer. The term Bidder is used interchangeably with the term Offeror. See bidding provisions entitled Signing Your Offer and Bid/Proposal as Offer to Contract.

PAGE TWO means the second page of the original solicitation, which is labeled Page Two. **PROCUREMENT OFFICER** means the person, or his successor, identified as such on either the Cover Page, an amendment, or an award notice.

YOU and YOUR means Offeror.

SOLICITATION means this document, including all its parts, attachments, and any Addendums. **SUBCONTRACTOR** means any person you contract with to perform or provide any part of the work. **US or WE** means the Fairfield County Government.

WORK means all labor, materials, equipment, services, or property of any type, provided or to be provided by the Contractor to fulfill the Contractor's obligations under the Contract.

ADDENDUMS TO SOLICITATION: (a) The Solicitation may be amended via an addendum at any time prior to opening. All actual and prospective Offerors should monitor the following web site for the issuance of Addendums https://www.fairfieldsc.com/departments/purchasing (b) Offerors shall acknowledge receipt of any addendum to this solicitation (1) by signing and returning the addendum, (2) by identifying the addendum number and date in the space provided for this purpose on Page Two, (3) by letter, or (4) by submitting a bid that indicates in some way that the bidder received the amendment. (c) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.

AUTHORIZED AGENT: All authority regarding this procurement is vested solely with the responsible Procurement Officer. Unless specifically delegated in writing, the Procurement Officer is the only government official authorized to bind the government with regard to this procurement or the resulting contract.

AWARD NOTIFICATION: Notice regarding any award, cancellation of award, or extension of award will be posted at the location and on the date specified on the Cover Page or, if applicable, the most recent notice of extension of award. Should the contract resulting from this Solicitation have a total or potential value more than one hundred thousand dollars, such notice will be sent electronically to all Offerors responding to the Solicitation. Unless a written notice of intent to protest is timely filed or the award is otherwise suspended or canceled, the award will be effective on the calendar day (including weekends and holidays) immediately following the seventh business day after such notice is given.

BID/PROPOSAL AS OFFER TO CONTRACT: By submitting Your Bid or Proposal, You are offering to enter into a contract with Fairfield County. Without further action by either party, a binding contract shall result upon final award. Any award issued will be issued to, and the contract will be formed with, the entity identified as the Offeror on the Cover Page. An Offer may be submitted by only one legal entity; "joint bids" are not allowed.

BID ACCEPTANCE PERIOD: In order to withdraw Your Offer after the minimum period specified on the Cover Page, You must notify the Procurement Officer in writing.

BID IN ENGLISH & DOLLARS: Offers submitted in response to this solicitation shall be in the English language and in US dollars, unless otherwise permitted by the Solicitation.

BID SUBMITTAL: The County shall receive all bids/proposals by no later than **10:00 A.M. EASTERN (EST) on the date shown on the IFB Cover Page**. **Important:** Solicitation No. and Title Must be identified as follows:

Request for Proposal 20270616

TITLE: Detention Center Inmate Food Services

Attn: Timika Beaver

250 N Walnut Street

P.O. Drawer 60

Winnsboro, SC 29180

Offeror is solely responsible for ensuring that its courier service provider makes inside deliveries to our physical location. The County is not responsible for any delays caused by the Offeror's chosen means of proposal delivery.

AUTHORITY AS PROCUREMENT AGENT: The Procurement Officer is an employee of the Authority acting on behalf of the County pursuant to the Fairfield County Procurement Code. Any contracts awarded as a result of this procurement are between the Contractor and the County. The Authority is not a party to such contracts, and bears no liability for any party's losses arising out of or relating in any way to the contract.

COUNTY OFFICE CLOSINGS: If an emergency or unanticipated event interrupts normal government processes so that offers cannot be received at the County office designated for receipt of bids by the exact time specified in the solicitation, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal governmentprocesses resume. In lieu of an automatic extension, an Addendum/Amendment may be issued to reschedule bid opening. If County offices are closed at the time a pre-bid or pre-proposal conference is scheduled, an Addendum/Amendment will be issued to reschedule the conference.

CERTIFICATE OF INDEPENDENT PRICE DETERMINATION: GIVING FALSE, MISLEADING, OR INCOMPLETE INFORMATION ON THIS CERTIFICATION MAY RENDER YOU SUBJECT TO PROSECUTION UNDER SECTION 16-9-10 OF THE SOUTH CAROLINA CODE OF LAWS AND OTHER APPLICABLE LAWS. (a) By submitting an offer, the offeror certifies that-

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to

(i) Those prices;

(ii) The intention to submit an offer; or

(iii) The methods or factors used to calculate the prices offered.

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition. Each signature on the offer is considered to be a certification by the signatory that the signatory-Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this certification; or(i) Has been authorized, in writing, to act as agent for the offeror's principals in certifying that those principals have not participated, and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this certification [As used in this subdivision (b)(2)(i), the term "principals" means the person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal]As an authorized agent, does certify that the principals referenced in subdivision (b)(2)(i) of this certification have not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this certification; and

(ii) As an agent, has not personally participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this certification.

(b) If the offeror deletes or modifies paragraph (a)(2) of this certification, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

CERTIFICATION REGARDING DEBARMENT AND OTHER RESPONSIBILITY MATTERS

(1) By submitting an Offer, Offeror certifies, to the best of its knowledge and belief, that-Offeror and/or any of its Principals-Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any state or federal agency; Have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision. Offeror has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any public (Federal, state, or local) entity.(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions). Offeror shall provide immediate written notice to the Procurement Officer if, at any time prior to contract award, Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. If Offeror is unable to certify the representations stated in paragraphs (a)(1), Offeror must submit a written explanation regarding its inability to make the certification. The certification will be considered in connection with a review of the Offeror's responsibility. Failure of the Offeror to furnish additional information as requested by the Procurement Officer may render the Offeror non-responsible. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly or in bad faith rendered an erroneous certification, in addition to other remedies available to the State, the Procurement Officer may terminate the contract resulting from this solicitation for default.

DISCLOSURE OF CONFLICTS OF INTEREST OR UNFAIR COMPETITIVE ADVANTAGE:

You certify that, after reasonable inquiry, to the best of your knowledge and belief: (1) your offer identifies any services that relate to either this solicitation or the work and that have already been performed by you, a proposed subcontractor, or an affiliated business or consultant of either; and (2) there are no relevant facts or circumstances that may give rise to an actual or potential organizational conflict of interest, as defined in S.C. Code Ann. Reg. 19-445.2127, or that your offer identifies

and explains any unfair competitive advantage you may have in competing for the proposed contract and any actual or potential conflicts of interest that may arise from your participation in this competition or your receipt of an award.

If you, a proposed subcontractor, or an affiliated business or consultant of either, have an unfair competitive advantage or an actual or potential conflict of interest, the County may withhold award. Before withholding award on these grounds, the County will notify you of the concerns and provide a reasonable opportunity for you to respond. The County may consider efforts to avoid or mitigate such concerns, including restrictions on future activities. The certification in paragraph (a) of this provision is a material representation of fact upon which the County will rely when considering your offer for award.

DEADLINE FOR SUBMISSION OF OFFER: Any offer received after the Procurement Officer of the County or his designee has declared that the time set for opening has arrived, shall be rejected unless the offer has been hand delivered to the County Administration Building front desk receptionist which services that purchasing office prior to the opening.

DRUG FREE WORK PLACE CERTIFICATION: By submitting an Offer, Contractor certifies that, if awarded a contract, Contractor will comply with all applicable provisions of The Drug-free Workplace Act, Title 44, Chapter 107 of the South Carolina Code of Laws, as amended.

DUTY TO INQUIRE: Offeror, by submitting an Offer, represents that it has read and understands the Solicitation and that its Offer is made in compliance with the Solicitation. Offerors are expected to examine the Solicitation thoroughly and should request an explanation of any ambiguities, discrepancies, errors, omissions, or conflicting statements in the Solicitation. Failure to do so will be at the Offeror's risk. All ambiguities, discrepancies, errors, omissions, or conflicting statements in the Solicitation shall be interpreted to require the better quality or greater quantity of work and/or materials, unless otherwise directed by amendment. Offeror assumes responsibility for any patent ambiguity in the Solicitation that Offeror does not bring to the State's attention. See clause entitled "Questions from Offerors."

ETHICS CERTIFICATE: By submitting an offer, the offeror certifies that the offeror has and will comply with, and has not, and will not, induce a person to violate Title 8, Chapter 13 of the South Carolina Code of Laws, as amended (ethics act). The following statutes require special attention: Section 8-13-700, regarding use of official position for financial gain; Section 8-13-705, regarding gifts to influence action of public official; Section 8-13-720, regarding offering money for advice or assistance of public official; Sections 8-13-755 and 8-13-760, regarding restrictions on employment by former public official; Section 8-13-775, prohibiting public official with economic interests from acting on contracts; Section 8-13-790, regarding recovery of kickbacks; Section 8-13-1150, regarding statements to be filed by consultants; and Section 8-13-1342, regarding restrictions on contributions by contractor to candidate who participated in awarding of contract. The County may rescind any contract and recover all amounts expended as a result of any action taken in violation of this provision. If contractor participates, directly or indirectly, in the evaluation or award of public contracts, including without limitation, change orders or task orders regarding a public contract, contractor shall, if required by law to file such a statement, provide the statement required by Section 8-13-1150 to the procurement officer at the same time the law requires the statement to be filed.

FUNDS NOT AVALIABLE: The County's obligation under this contract is contingent upon the availability of fund from which payment for contract purposes can be made.

FAIRFIELD COUNTY BUSINESS REGISTRATION: In accordance with Fairfield County Ordinance No.719, Section 3 person doing business that has a Licenses, Permits, and/or Registrations (LPRs) form any State of South Carolina department or agency in order to business in South Carolina (i.e., S. C. Department of Labor, Licensing, and Registration, S.C. Department of Revenue, S.C. Department of Health and Environmental Control, etc.) Section 4 any person doing business in the unincorporated areas of Fairfield County must register their business annually with the County. No person described in Section 3 of this Ordinance unless the business is properly registered with the County. If business is conducted at more than one location or place, each such location or place shall be considered a separate business upon which a separate business registration will be required. One registration is required for each separate business location. Persons working for a registered business are not required to maintain a separate registration with the County identification number and/or social security number, the South Carolina SID or retainer license number if applicable, and the business name and address as reported on the South Carolina income tax return. Every business or person who registers with the County must sign an affidavit, on a form 1esignated by the County or prescribed by the South Carolina Illegal Immigration Reform Act, Attesting under penalty of perjury that the business and/or person is in compliance with the S.C. Illegal Immigration Reform Act and does not knowingly or intentionally employ any person who is an unauthorized alien.

MAIL PICKUP: The County receives mail from the US postal Services once daily (excluding weekends and holidays). See provision entitled Deadline for Submission of Offer.

MISCELLANEOUS REQUIREMENTS: The County will not be responsible for any expenses incurred by the Offeror in preparing and submitting a proposal. All Proposals shall provide a straightforward, concise delineation of your capabilities to satisfy the requirements of this request. Emphasis should be on completeness and clarity of content. The Contractor is prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this agreement or its rights, title of interest therein or its power to execute such agreement to any other person, company or corporation without the previous consent and approval in writing by the County.

NON-EXCLUSIVITY: Nothing herein is intended nor shall it be construed as creating any exclusive arrangement with Contractor.

OMIT TAXES FROM PRICE: Do not include any sales or use taxes in Your price that the County may be required to pay.

PRICING: (a) Fixed Price. If a fixed price is required, award will not be made on an Offer if the total possible price to the County cannot be determined. (b) Price Reasonableness: Any offer may be rejected if the Procurement Officer determines in writing that it is unreasonable as to price. (c) Unbalanced Pricing. The County will analyze all offers with separately priced line items or subline items to determine if the prices are unbalanced. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more line items is significantly over or understated. The responsible procurement officer may reject an offer as unreasonably priced if she determines that unbalanced pricing increases performance risk (e.g., it is so unbalanced as to be tantamount to allowing an advance payment) or could result in payment of unreasonably high prices.

OPEN TRADE REPRESENTATION: By submitting an Offer, Offeror represents that Offeror is not currently engaged

in the boycott of a person or an entity based in or doing business with a jurisdiction with whom South Carolina can enjoy open trade.

PROHIBITED COMMUNICATIONS AND DONATIONS: Violation of these restrictions may result in disqualification of your offer, suspension or debarment, and may constitute a violation of law. During the period between publication of the solicitation and final award, you must not communicate, directly or indirectly, with the County or its employees, agents or officials regarding any aspect of this procurement activity, unless otherwise approved in writing by the Procurement Officer. All communications must be solely with the Procurement Officer. You represent that your offer discloses any gifts made, directly or through an intermediary, by you or your named subcontractors to or for the benefit of the County during the period beginning eighteen months prior to the Opening Date.

PUBLIC OPENING: Proposals shall be publicly opened at **10:00 A.M. (SHARP) on August 18, 2026** as indicated in the request to Bid and shall be conducted in the **"FAIRFIELD COUNTY GOVERNMENT COMPLEX BUILDING, 250 N WALNUT ST., WINNSBORO, and SC 29180, IN THE CONFERENCE ROOM**.

QUESTIONS FROM OFFERORS: Any information given a prospective offeror concerning a solicitation will be furnished promptly to all other prospective offerors as an Amendment/Addendum to the solicitation, if that information is necessary for submitting offers or if the lack of it would be prejudicial to other prospective offerors. See clause entitled "Duty to Inquire." We will not identify you in our answer to your question. (b) The County seeks to permit maximum practicable competition. Offerors are urged to advise the Procurement Officer -- as soon as possible -- regarding any aspect of this procurement, including any aspect of the Solicitation that unnecessarily or inappropriately limits full and open competition. All questions shall be received no later than the "QUESTIONS MUST BE RECEIVED BY" date/time as noted on the cover paged. The preferred method of receiving questions is via e-mail with the subject "QUESTIONS 20260616 and a Microsoft Word attachment using the following format:

Question Number	Section Reference	Page Number	Question

REJECTION/CANCELLATION: The County may cancel this solicitation in whole or in part. The County may reject any or all proposals in whole or in part.

RESPONSIVENESS: a) Award will not be made on a nonresponsive offer. An offer is nonresponsive (i) if it does not constitute an unambiguous offer to enter into a contract with the County, or (ii) if it imposes conditions inconsistent with, or does not unambiguously agree to, the solicitation's material requirements. (b) Bid as Specified. Offers for supplies or services other than those specified will not be considered unless authorized by the Solicitation.

SIGNING YOUR OFFER: Every Offer must be signed by an individual with actual authority to bind the Offeror. (a) If the Offeror is an individual, the Offer must be signed by that individual. If the Offeror is an individual doing business as a firm, the Offer must be submitted in the firm name, signed by the individual, and state that the individual is doing business as a firm. (b) If the Offeror is a partnership, the Offer must be submitted in the partnership name, followed by the words by its Partner, and signed by a general partner. (b) If the Offeror is a corporation, the Offer must be submitted in the corporate name, followed by the signature and title of the person authorized to sign. (d) An Offer may be submitted by a joint venturer

involving any combination of individuals, partnerships, or corporations. If the Offeror is a joint venture, the Offer must be submitted in the name of the Joint Venture and signed by every participant in the joint venture in the manner prescribed in paragraphs (a) through (c) above for each type of participant. (e) If an Offer is signed by an agent, other than as stated in subparagraphs (a) through (d) above, the Offer must state that is has been signed by an Agent. Upon request, Offeror must provide proof of the agent's authorization to bind the principal.

DISCLOSURE OF YOUR BID/PROPOSAL & SUBMITTING CONFIDENTIAL DATA: a) any person submitting a document in response or with regard to any solicitation or other request must "comply with instructions provided in the solicitation for marking information exempt from public disclosure. Information not marked as required by the applicable instructions may be disclosed to the public." **IF YOU IDENTIFY YOUR ENTIRE RESPONSE AS EXEMPT FROM PUBLIC DISCLOSURE, OR IF YOU DO NOT SUBMIT A REDACTED COPY AS REQUIRED, THE STATE MAY, IN ITS SOLE DISCRETION, DETERMINE YOUR BID OR PROPOSAL NONRESPONSIVE AND INELIGIBLE FOR AWARD.** By submitting a response to this solicitation or request, Offeror agrees to the public disclosure of every page, or portion thereof, of every document regarding this solicitation or request that was submitted at any time prior to entering into a contract (including, but not limited to, documents contained in a response, documents submitted to clarify a response, and documents submitted during negotiations), unless the page, or portion thereof, was redacted and conspicuously marked "Trade Secret" or "Confidential" or "Protected,"(2) agrees that any information not redacted and marked, as required by these bidding instructions, as a "Trade Secret" is not a trade secret as defined by the Trade Secrets Act, and (3) agrees that, notwithstanding any claims or markings otherwise, any prices, commissions, discounts, or other financial figures used to determine the award, as well as the final contract amount, are subject to public disclosure. **(b)**If your offer includes any information that you claim is exempt from public disclosure, you must submit one complete copy of your offer from which you have removed or concealed such information (the redacted copy). Except for the information removed or concealed, the redacted copy must be identical to your original offer. Do not mark your entire response (bid, proposal, quote, etc.) as confidential, trade secret, or protected. If only portions of a page are subject to some protection, do not redact the entire page. The redacted copy must reflect the same pagination as the original and show the empty space from which information was redacted. The Procurement Officer must be able to view, search, copy and print the redacted copy without a password. If your response, or any part thereof, is improperly marked as confidential or trade secret or protected, the County may, in its sole discretion, determine it nonresponsive. On the redacted copy, you must identify the basis of your claim by marking each redaction as follows: You must separately mark with the word "CONFIDENTIAL" every page, or portion thereof, that you redacted and claim as exempt from public disclosure because it is either (1) a trade secret as defined in Section 30-4-40(a)(1) of the Freedom of Information Act, or (2) privileged and confidential, as that phrase is used in Section 11-35-410. You must separately mark with the words "TRADE SECRET" every page, or portion thereof, that you redacted and claim as exempt from public disclosure as a trade secret pursuant to Section 39-8-20 of the Trade Secrets Act. You must separately mark with the word "PROTECTED" every page, or portion thereof, that you redacted and claim as exempt from public disclosure. All markings must be conspicuous; use color, bold, underlining, or some other method in order to conspicuously distinguish the mark from the other text.

(b) In determining whether to release documents, the State will detrimentally rely on your redaction and marking of documents, as required by these bidding instructions, as being either "Confidential" or "Trade Secret" or "Protected." By submitting a response, you agree to defend, indemnify and hold harmless Fairfield County, officers and employees, from every claim, demand, loss, expense, cost, damage or injury, including attorney's fees, arising out of or resulting from withholding information by the County or any of its agencies, that you have redacted or marked as "Confidential" or "Trade Secret" or "Protected." (All references to S.C. Code of Laws.) [02-2A125-3]

SECTION II. INSTRUCTIONS TO OFFERORS- SPECIAL INSTRUCTIONS

AUTHORITY APPROVAL REQUIRED: Budgeted purchases exceeding $25,000 must be approved by the County Administrator, unbudgeted purchases must be approved by County Council, except as provided for Emergency Purchases.

a. "Budgeted purchases" include purchases for which the funding used: was adopted by County Council in the annual budget ordinance; was adopted or approved by County Council in another ordinance or resolution, as applicable; or was adopted or approved by County Council as a part of a grant application.

b. "Unbudgeted purchases" include purchases for which the funding used was not previously adopted or approved by County Council.

CLARIFICATIONS Pursuant to Section III.B.2.h, the Procurement Officer may elect to communicate with you after opening for the purpose of clarifying either your offer or the requirements of the solicitation. Such communications may be conducted only with offerors who have submitted an offer which obviously conforms in all material aspects to the solicitation. Clarification of an offer must be documented in writing and included with the offer. Clarifications may not be used to revise an offer or the solicitation.

CONFERENCE – PRE-BID/PROPOSAL NON-MANDATORY:

Pre-Proposal Site/ Conference Date and Time: July 25, 2026 at 11:00 AM, EST

Location of Pre-Bid/Proposal Conference: Fairfield County Detention Center
10 Faith Lane
Winnsboro, S.C. 29180

Due to the importance of all offerors having a clear understanding of the specifications and requirements of this solicitation, a conference of potential offerors will be held on the date specified on the cover page. Bring a copy of the solicitation with you. Any changes resulting from this conference will be noted in a written addendum/amendment to the solicitation. Your failure to attend will not relieve the Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expense to the County. The County assumes no responsibility for any conclusions or interpretations made by the Contractor based on the information made available at the conference. Nor does the County assume responsibility for any understanding reached or

representation made concerning conditions which can affect the work by any of its officers or agents before the execution of this contract, unless that understanding or representation is expressly stated in this contract.

DISCUSSION WITH OFFERORS – OPTIONAL Submit your best terms from both a technical and a price standpoint. Your proposal may be evaluated and your offer accepted without any discussions, negotiations, or prior notice. Ordinarily, nonresponsive proposals will be rejected outright without prior notice. Nevertheless, the County may elect to conduct discussions, including the possibility of limited proposal revisions, but only for those proposals reasonably susceptible of being selected for award. If improper revisions are submitted during discussions, the County may elect to consider only your unrevised initial proposal, provided your initial offer is responsive. The County may also elect to conduct negotiations, beginning with the highest ranked offeror, or seek best and final offers, as provided in Section 11-35-1530(8). Negotiations may involve both price and matters affecting the scope of the contract, so long as changes are within the general scope of the request for proposals. If negotiations are conducted, the County may elect to disregard the negotiations and accept your original proposal This solicitation does not commit Fairfield County to award a contract, to pay any costs incurred in the preparation, oral presentation, or negotiations. The County reserves the right to accept or reject any or all proposals received as a result of this request to negotiate with highest ranked firm, or to cancel in part or in its entirety this solicitation, if it is in the best interests of the County to do so. .

CONTENTS OF OFFER (RFP): a) Offers should be complete and carefully worded and should convey all of the information requested.(b) Offers should be prepared simply and economically, providing a straightforward, concise description of offeror's capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content.(c) The contents of your offer must be divided into two parts, **Volume I Technical Proposal and Volume II Business/Cost Proposal**. Each part should be bound in a single volume.(d) If your Technical Proposal includes any comment over and above the specific information requested in this solicitation, you are to include this information as a separate appendix to your Technical Proposal. Offers which include either modifications to any of the solicitation's contractual requirements or an offeror's standard terms and conditions may be deemed non-responsive and not considered for award.

ELECTRONIC COPIES: In addition to your original offer, you must submit an electronic copy or copies on a USB drive. Submit the number of copies indicated on the cover page. Each copy should be on separate media. Your business and technical proposals must be on separate media. Every USB drive must be labeled with the solicitation number and the offeror's name, and specify whether its contents address technical proposal or business proposal. The electronic copy must be identical to the original offer. File format shall be compatible with Microsoft Office (version 2003 or later), or Adobe Acrobat or equivalent Portable Document Format (.pdf) viewer. The Procurement Officer must be able to view, search, copy and print electronic documents without a password.

OPENING PROPOSALS-INFORMATION NOT DIVULGED: In competitive sealed proposals, neither the number nor identity of offers nor prices will be divulged at opening.

PREFENCES FAIRFIELD COUNTY LOCAL BUSINESS: For the purpose of determining the low vendor, the Director of Procurement shall grant local vendors (those vendors maintaining a place of business in Fairfield County) a 4% preference

on the amount of their quotation or bid up to a maximum total of $50,000. The preference would not apply to purchases totaling less than $50. Preferences do not apply to either prime or subcontractors as relates to construction contracts nor any item that may be purchased on state contracts. Exception: road paving contracts, a 4% preference on the amount of their quotation or bid up to a maximum total of $800,000. Provided, however, that in the event the procurement is to be made pursuant to state or federal guidelines which prohibit or restrict local preference, then in the circumstances there shall be no local preference.The local preference as set forth in this section does not waive or otherwise revoke the County's unqualified right to reject any and all bids or proposals or accept such Offers, as appears in the County's best interest.

RIGHT TO PROTEST: Any actual or prospective bidder, offeror, contractor, or subcontractor, who is aggrieved in connection with the solicitation or award of a contract, may protest to the Director of Procurement. The protest, setting forth the grievance, shall be submitted in writing within ten (10) business days after such aggrieved person knows, or should have known, of the facts given rise thereto.

RESPONSIVENESS – CORRECTION OF NON-CONFORMITY: Offerors will not be given an opportunity to correct any material nonconformity. Any deficiency resulting from a minor informality may be cured or waived at the sole discretion of the Procurement Officer.

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SECTION III. SCOPE OF WORK

3.0 Scope Summary

Fairfield County (County) is seeking a qualified Contractor to provide comprehensive food service management operations for the Fairfield County Detention Center. The selected Contractor shall be responsible for the planning, preparation, and delivery of nutritionally adequate meals for inmates housed within the facility, seven (7) days per week.

The scope of services includes, but is not limited to, full kitchen management; food procurement; meal preparation; tray assembly; portion control; meal delivery to housing units; sanitation and cleaning of food service areas and equipment; compliance with all applicable health, safety, and correctional food service standards; and provision of specialized meals including medical, religious, and juvenile diets.

The Contractor shall also provide staffing, supervision, training, and management of inmate workers assigned to food service duties, as well as correctional staff meal services and special event or holiday meal preparation as required by the County.

The Contractor shall furnish all necessary labor, supervision, equipment (excluding County-furnished capital equipment), supplies, chemicals, and materials required to operate a fully functional institutional food service program. The Contractor shall ensure continuous compliance with American Correctional Association (ACA), National Commission on Correctional Health Care (NCCHC), and all applicable federal, state, and local standards.

The County retains oversight authority over all operations, including menu approval, inspection rights, performance monitoring, and final approval of all services delivered under this Agreement. The Contractor shall operate the food service program in a cost-effective, efficient, and compliant manner while maintaining consistent quality and nutritional standards.

The County's objectives for this program include:

- Delivering high-quality food service that meets established nutritional, dietary, and health standards.

DETENTION CENTER INMATE FOOD SERVICES

- Operating the food service program using correctional food service personnel who are appropriately trained, qualified, and experienced.
- Managing the program in a cost-effective and efficient manner while providing accurate reporting and accountability to the County.
- Implementing a food service management plan with clearly defined objectives, policies, procedures, quality control measures, and performance monitoring.
- Maintaining compliance with applicable standards established by the American Correctional Association (ACA), state and federal correctional food service regulations, health department requirements, and County policies.
- Providing comprehensive and ongoing training programs for Contractor personnel and inmate workers assigned to food service operations.
- Maintaining proper sanitation practices, including the cleaning and sanitization of food service equipment, utensils, trays, and related items to ensure safe re-entry into the food service cycle.
- Establishing and maintaining effective tray assembly and portion control procedures to ensure consistency, accuracy, and equitable meal distribution for all inmates.

The Contractor shall provide a detailed operational plan describing how food service operations will be managed, staffed, monitored, and continuously improved throughout the term of the contract.

3.1 Food Quality Standards

The Contractor shall procure, prepare, and serve food products that are wholesome, nutritious, and suitable for human consumption in accordance with applicable federal, state, and local health regulations and correctional food service standards.

The following minimum standards shall apply:

1. Food Quality
    - All food products shall be of first quality and free from spoilage, contamination, adulteration, or damage.
    - Acceptable products include, but are not limited to, Grade A eggs, Grade A or B poultry, U.S. Choice beef, Grade A or B fresh, frozen, or canned fruits and vegetables, and other commercially acceptable food products of equivalent quality.
    - USDA Good Grade beef or lamb may be used for pot roasts, stews, and similar menu items.

- Dented, damaged, expired, or otherwise compromised canned goods shall not be used.

2. Prohibited Products
    - Pork and pork-derived products shall not be used in the preparation or service of any meal unless expressly authorized by the County.
    - Upon request, the Contractor shall provide manufacturer ingredient statements or product specifications to verify compliance with this requirement.
    - Products containing pork-based gelatin or other pork derivatives are prohibited.
3. Meat Products
    - Ground beef and ground beef patties shall contain a minimum lean-to-fat ratio of 75/25.
    - Ground beef products shall not contain gland meat, bull meat, stag meat, head meat, or other non-approved meat products.
    - All meat products shall be inspected and approved by the United States Department of Agriculture (USDA) or other applicable regulatory authority.
4. Product Freshness and Shelf Life
    - All food and beverage products shall be stored, handled, and served in accordance with manufacturer recommendations and applicable food safety regulations.
    - No food or beverage product shall be served after its expiration, use-by, or sell-by date, when such date is provided by the manufacturer.
5. Nutritional Requirements
    - Meals shall provide adequate nutritional value and portion sizes to reasonably meet the dietary needs of inmates in accordance with applicable correctional standards.
    - The County encourages the use of fresh fruits and vegetables whenever practical and available.

3.2 Menu Requirements and Meal Service

A. Menu Development and Nutritional Standards

The Contractor shall develop, submit, and implement menus that provide nutritionally adequate meals for inmates housed at the Fairfield County Detention Center. As part of its proposal, the Contractor shall submit a twenty-eight (28) day cycle menu that will serve as the basis for pricing and service delivery. The approved menu cycle shall remain in effect for a minimum of six (6) months following contract commencement unless otherwise approved by the County.

Menus shall:

DETENTION CENTER INMATE FOOD SERVICES

- Provide a minimum average of 3,200 calories per day for adult inmates and 3,400 calories per day for juvenile inmates, calculated on a weekly average basis.
- Comply with all applicable standards of the American Correctional Association (ACA), National Commission on Correctional Health Care (NCCHC), South Carolina detention facility standards, and all applicable federal, state, and local regulations.
- Meet the Recommended Dietary Allowances (RDA) and other recognized nutritional guidelines.
- Be certified by a registered dietitian experienced in correctional food service.
- Be accompanied by a signed nutritional analysis demonstrating compliance with all nutritional and contractual requirements.

The basic food groups shall be utilized in establishing the minimum nutritional requirements for inmates as determined by a registered dietitian or other qualified medical authority.

B. Menu Approval and Modifications

The Contractor shall serve meals in accordance with the approved menu cycle submitted with its proposal.

Breakfast menus shall include meat items no more than three (3) days per week, specifically Sunday, Wednesday, and Friday. Pork and pork-derived products shall not be used in any inmate meal.

Any menu substitutions, changes in portion size, or additions to approved menus shall require prior written approval from the Detention Center Director or designee. All substitutions shall maintain compliance with ACA, NCCHC, and contractual nutritional standards.

All menu portion sizes shall clearly identify whether the stated weight is based on raw or cooked product.

Menus shall be prepared and available at least four (4) weeks in advance. Copies of approved menus and records of meals actually served shall be maintained for a minimum period of three (3) years.

C. Special Diets

The Contractor shall provide medically prescribed, religious, and other special diets as directed by authorized detention center personnel.

Records of all special diet orders, substitutions, and meals served shall be maintained on-site and retained in

accordance with applicable record retention requirements.

D. Inmate Worker Meals

The Contractor shall provide enhanced meal portions for approved inmate workers. Enhanced meals shall include additional food portions equivalent to double meat and double dessert portions at the evening meal or an approved equivalent. The average inmate worker population is approximately ten (10) inmates per day.

E. Meal Preparation and Service

Meals shall be freshly prepared daily and served in accordance with approved food safety standards.

Meal service shall generally occur during the following times:

Meal	Service Time
Breakfast	6:00 a.m. – 7:00 a.m.
Lunch	12:00 p.m. – 1:00 p.m.
Dinner	4:00 p.m. – 5:00 p.m.

Under no circumstances shall more than fourteen (14) hours elapse between regularly scheduled meals.

A thermal tray system shall be utilized for inmate meal service. General population lunches shall be provided as cold sack meals and packaged in clear plastic wrapping. Additional sack meals may be required for inmate transportation, court appearances, medical appointments, or transfers to other facilities.

F. Meal Consistency

Except for approved medical, religious, or other authorized special diets, the Contractor shall serve the same food and beverage items to all inmates during each meal period.

The service of multiple menus to the general inmate population during the same meal period without prior County approval shall constitute a material breach of the contract. Fairfield County reserves the right to assess liquidated damages of $500.00 for the first occurrence and $1,000.00 for each subsequent occurrence within any six-month period, or to pursue other remedies available under the contract, including termination for cause.

G. Food Sample Retention

The Contractor shall maintain food samples for quality assurance and food safety purposes.

A representative sample of all prepared, mixed, cooked, or baked menu items shall be retained in a frozen state for a minimum of seventy-two (72) hours following service. For casserole-type dishes, a minimum sample size of two (2) ounces shall be retained.

Each sample shall be properly covered, labeled, and identified with:

- Date of service;
- Meal served;
- Menu cycle number;
- Time of preparation or service; and
- Initials of the employee responsible for preparing the sample.

Food samples shall be maintained in a manner that allows for inspection by County personnel and regulatory agencies upon request.

3.3 Special Diets and Juvenile Meals

A. Medical Diets

The Contractor shall provide and prepare special medical diets as prescribed by the Fairfield County Detention Center's medical provider and approved by the Detention Center Director or designee. Special medical diets shall be consistent with applicable medical requirements, National Commission on Correctional Health Care (NCCHC) standards, and any dietary guidelines provided by the County.

Special medical diet meals shall, to the greatest extent practical, correspond with the approved general population menu cycle and shall be served as ordered by authorized medical personnel.

The Contractor shall:

- Provide all approved medical diets identified in the contract and as subsequently authorized by the County.
- Furnish any required nutritional supplements, including liquid dietary supplements (e.g., Ensure® or approved equivalent), as prescribed.
- Provide diabetic snacks as ordered by medical personnel. Such snacks shall be delivered with the evening meal unless otherwise directed by the medical provider.

- Maintain records of all special medical diets served and ensure compliance with prescribed dietary requirements.

Unless otherwise authorized by the County, special medical diets shall be provided at no additional cost beyond the contracted meal pricing.

B. Religious Diets

The Contractor shall provide meals that accommodate inmates' sincerely held religious beliefs and dietary restrictions as authorized by the Detention Center. Religious meals shall meet applicable nutritional standards and shall be prepared, stored, and served in a manner that maintains compliance with the approved religious dietary requirements.

The Contractor shall have procedures in place to ensure proper identification, preparation, and distribution of all approved religious meals.

C. Juvenile Meals

The Contractor shall provide meals for juvenile inmates that meet the nutritional requirements established by the Recommended Dietary Allowances (RDA), applicable state and federal regulations, ACA standards, and any other requirements governing juvenile detention facilities.

Juvenile menus shall:

- Provide a minimum average of 3,400 calories per day, calculated on a weekly average basis.
- Meet all age-appropriate nutritional requirements for adolescent inmates.
- Be certified by a registered dietitian.
- Be submitted as a separate menu cycle with the Contractor's proposal**.**

The Contractor shall identify pricing for juvenile meals separately on the pricing schedule and shall provide nutritional analyses demonstrating compliance with all applicable standards.

3.4 Special Functions/Holidays

A. Holiday Meals

The Contractor shall prepare and serve special holiday meals for inmates on designated holidays, including Easter,

Memorial Day, Independence Day (July 4), Labor Day, Thanksgiving Day, and Christmas Day, or on other occasions designated by the Detention Center Director. The Contractor shall provide a minimum of six (6) special holiday meals annually.

Proposed holiday menus shall be submitted to the Detention Center Director or designee for review and approval at least thirty (30) days prior to service, unless otherwise approved by the County.

Holiday meals shall:

- Be nutritionally adequate and consistent with applicable ACA, NCCHC, and contractual requirements.
- Include enhanced menu selections and larger portion sizes than those typically provided under the standard menu cycle.
- Be served during the scheduled lunch meal period, generally between 12:00 p.m. and 1:00 p.m.
- Be provided at the same per-meal rate established for general population meals unless otherwise approved by the County.

B. Special Functions and Events

The Detention Center Director may request meal planning, food preparation, and catering services for meetings, training events, official functions, or other County-related activities.

Upon request, the Contractor shall provide a proposed menu, estimated costs, staffing requirements, and service plan for the event. All special function services shall be subject to prior written approval by the County.

Pricing for special functions and events shall be negotiated separately from the regular inmate meal service contract and approved in writing by the Detention Center Director or authorized County representative prior to the commencement of services.

The Contractor shall provide adequate staffing, supplies, equipment, and food service support necessary to successfully perform approved special functions and events.

3.5 Staff Dining

In addition to inmate food services, the Contractor shall provide meal services for Fairfield County Detention Center correctional officers and other authorized staff as directed by the County.

A. Staff Menu Requirements

The Contractor shall develop and provide staff meal menus that offer a greater variety of food selections and enhanced meal options than those provided to the inmate population while maintaining nutritional balance and food quality standards.

Staff menus may include certain food items also served to inmates; however, staff meals shall be designed to provide a higher level of menu variety, presentation, and meal selection appropriate for detention center personnel.

Menus shall:

- Meet applicable nutritional standards and food safety requirements.
- Be prepared using quality ingredients and appropriate portion sizes.
- Offer a variety of menu selections throughout the menu cycle.
- Be designed to support the operational needs of correctional staff working extended or rotating shifts.

B. Menu Approval

Staff menus shall be submitted to the Detention Center Director or designee for review and approval at least fourteen (14) calendar days prior to implementation.

Any significant menu changes or substitutions shall require prior approval from the Detention Center Director or designee.

C. Proposal Requirements

The Contractor shall include a proposed staff meal menu cycle with its proposal. The menu shall identify meal offerings, portion sizes, and nutritional information sufficient for the County to evaluate the quality, variety, and suitability of the proposed staff dining program.

D. Standards Compliance

The Contractor shall operate the staff dining program in accordance with applicable health, sanitation, and food

service standards and shall maintain compliance with all relevant detention facility requirements. The Contractor shall ensure that food prepared for staff is stored, handled, and served in accordance with applicable food safety regulations and industry best practices.

E. Pricing Requirements

Offerors shall separately identify and submit pricing for staff meals and inmate meals on the pricing schedule provided by the County.

The proposed staff meal price shall be stated as a per-meal cost and shall be independent of inmate meal pricing. Pricing shall include all labor, food, supplies, equipment, overhead, and other costs necessary to provide the services described herein.

Separate pricing is required to allow the County to independently evaluate the cost and value of the inmate food service program and the staff dining program. Failure to provide separate pricing may result in the proposal being deemed non-responsive.

3.6 Meal Orders

The Contractor shall coordinate with the Detention Center Booking Officer (or designated staff member) prior to each meal service to obtain the inmate count for meal preparation and delivery.

The Detention Center reserves the right to adjust meal counts at any time prior to each meal service due to inmate transfers, releases, court appearances, or other operational requirements. The Contractor shall accommodate such adjustments to ensure accurate meal production and delivery.

The Contractor shall be compensated based on the number of meals ordered for each meal service period or the number of meals actually served, whichever is greater, as verified by the Detention Center's official count records.

3.7 Delivery of Food to Inmates

The Contractor shall be responsible for the safe, secure, and timely delivery of all prepared meals from the kitchen to inmate housing units using heated food delivery carts designed to maintain appropriate food temperatures and comply with applicable food safety standards.

DETENTION CENTER INMATE FOOD SERVICES

The Contractor shall furnish, at its sole expense, all food delivery carts required for the performance of the contract. All carts shall remain the property of the Contractor and shall not become County property at any time.

The Contractor shall be responsible for all costs associated with the procurement, maintenance, repair, replacement, and sanitation of all food delivery carts used in the performance of this contract.

Offerors shall include in their proposal detailed specifications for all proposed food delivery carts, including but not limited to:

- Manufacturer and model information;
- Cart dimensions and capacity;
- Heating method and temperature maintenance capabilities;
- Materials of construction;
- Mobility and security features; and
- Any additional features relevant to detention facility operations.

All food delivery equipment shall be maintained in good working condition and shall be subject to inspection by the County to ensure compliance with operational, safety, and sanitation requirements.

3.8 Kitchen Inmates and Indemnification

A. Inmate Labor Assignment

The Fairfield County Detention Center will provide, at no cost to the Contractor, inmates to assist with food preparation, sanitation, and meal delivery functions within the kitchen and food service areas.

All inmate workers shall be medically screened and cleared by the Detention Center medical provider prior to assignment to kitchen duties.

B. Contractor Responsibilities – Supervision and Training

The Contractor shall be fully responsible for the training, supervision, direction, and day-to-day management of all inmate workers assigned to the food service operation.

The Contractor reserves the right to accept or reject any inmate worker assigned to a shift based on operational needs and performance considerations, subject to applicable Detention Center policies and procedures.

The Contractor shall comply with all Detention Center administrative procedures regarding inmate discipline,

reassignment, or removal from kitchen duties.

Inmate workers shall remain within the secure confines of the Detention Center at all times and shall not be transported in Contractor vehicles or removed from the facility under any circumstances.

C. Compensation and Status of Inmate Workers

Inmate workers assigned to kitchen duties shall receive enhanced meal portions consisting of double portions of meat and dessert during assigned shifts.

Inmate workers shall not receive any additional compensation, gratuity, or benefit for their participation in food service operations.

Under no circumstances shall inmate workers be considered employees, agents, or representatives of the Contractor.

D. Security and Removal Authority

The Detention Center shall retain sole authority over facility security and may remove any inmate worker from kitchen or food service assignments at any time, with or without cause, if such action is deemed necessary for safety, security, or operational reasons.

E. Indemnification

The Contractor shall indemnify, defend, and hold harmless Fairfield County, its officials, officers, employees, and agents from and against any and all claims, liabilities, losses, damages, costs, and expenses (including reasonable attorney's fees) arising out of or resulting from the Contractor's performance of services under this Agreement, including the use and supervision of inmate workers in the food service operation, but only to the extent such claims are caused by the negligent acts or omissions of the Contractor, its officers, employees, agents, subcontractors, or consultants.

This indemnification provision is in addition to, and not in limitation of, any other indemnities or remedies provided elsewhere in this Contract for Services.

3.9 Inspections and Reports

The Detention Center shall conduct formal inspections and performance evaluations of the Contractor's food service operations on a quarterly basis during the term of the Agreement.

The Detention Center shall designate representatives to serve as an inspection and evaluation team responsible for assessing, at a minimum, the following performance areas:

- Food portion sizes and compliance with approved menus;
- Food temperatures and safe food handling practices;
- Sanitation, cleanliness, and compliance with applicable health and safety standards; and
- Overall compliance with contract requirements, including operational procedures and service delivery standards.

As part of the evaluation process, the inspection team may, at its discretion, meet with inmates to obtain feedback regarding food quality, quantity, and service.

Following each inspection, the Detention Center shall prepare a written report summarizing findings, deficiencies (if any), and recommendations. The report shall be provided to the Contractor for review, response, and corrective action, as applicable.

The Contractor shall promptly address any identified deficiencies within a timeframe specified by the Detention Center and shall provide written documentation of corrective actions taken when requested.

In addition to quarterly inspections, the Detention Center, Fairfield County, or any duly authorized representative may conduct announced or unannounced inspections of the Contractor's facilities, operations, records, and food service processes at any reasonable time during the term of the Agreement.

3.10 Access and Security Controls

The Contractor shall be granted access to all areas necessary for the preparation, storage, and processing of food and food service supplies within the Detention Center, including the kitchen and associated storage areas, for the purpose of performing services under this Agreement.

The Contractor shall have operational control of the kitchen and food service areas during designated service

periods, except in matters relating to institutional security, fire safety, law enforcement activity, and building maintenance or repair.

The Detention Center shall retain ultimate authority over facility security and shall maintain a master set of all keys and access controls for all kitchen and food service areas. The Detention Center reserves the right to enter, inspect, secure, or restrict access to any food service area at any time for security, safety, or operational purposes.

Nothing in this Agreement shall be construed to limit the Detention Center's authority to control access to secure areas of the facility or to take immediate action to address security, safety, or emergency conditions.

3.11 Contingency Planning and Emergency Operations

Each Offeror shall submit a comprehensive Contingency Plan as part of its proposal addressing the continuity of food service operations during emergency, disaster, or disruption events affecting the Detention Center.

The Contingency Plan shall, at a minimum, address the Contractor's ability to maintain uninterrupted meal service during circumstances including, but not limited to:

- Facility lockdowns or restricted movement conditions;
- Work stoppages, strikes, or labor disruptions involving Contractor personnel;
- Natural disasters, inclement weather events, or threats thereof;
- Power failures or utility interruptions;
- Fires, riots, civil disturbances, or other catastrophic events; and
- Any other conditions that may impair normal food service operations.

The Contingency Plan shall include, at a minimum:

- Identification of alternate or off-site food preparation facilities, if applicable;
- Alternative staffing strategies and personnel deployment plans;
- Supply chain continuity measures and emergency procurement procedures;
- Transportation and delivery methods for emergency meal service; and
- Any additional measures demonstrating the Contractor's ability to sustain continuous food service operations under adverse conditions.

DETENTION CENTER INMATE FOOD SERVICES

The Contractor shall maintain on-site emergency food supplies sufficient to provide no fewer than seven (7) days of three (3) complete meals per inmate population, unless otherwise approved in writing by the Detention Center Director.

All emergency food supplies shall be properly stored, rotated, and maintained in accordance with applicable food safety standards to ensure usability and compliance with shelf-life requirements.

The County reserves the right to activate, in whole or in part, the Contractor's approved Contingency Plan at any time the County determines that emergency conditions, operational disruptions, or security concerns warrant such activation.

Upon County activation of the Contingency Plan, the Contractor shall implement all required emergency food service measures immediately and without delay.

All costs associated with activation and execution of the Contingency Plan, including but not limited to emergency staffing, off-site food preparation, transportation, supplies, equipment, and expedited procurement of materials, shall be borne by the Contractor, unless otherwise expressly approved in writing by the County prior to incurring such costs.

Nothing herein shall limit the County's authority to take immediate action necessary to protect the health, safety, and security of the Detention Center population and staff.

3.12 Uniforms and Laundry Services

A. Employee Uniforms

Offeror shall include in its proposal a detailed description of the uniforms to be worn by all on-site Contractor personnel, including food service staff and management assigned to the Detention Center.

All Contractor employees working within the Detention Center shall be required to wear approved uniforms at all times while on duty. Contractor management staff may wear professional business attire when performing supervisory or administrative duties, as approved by the Detention Center.

Employee uniforms shall be clearly distinguishable from inmate clothing. Uniform colors, styles, and designs

shall not resemble inmate-issued attire in any manner that could create confusion within the facility. All costs associated with employee uniforms, including procurement, replacement, and maintenance, shall be the sole responsibility of the Contractor.

B. Linen and Laundry Services

The Contractor shall furnish all kitchen linens and related service items required for food service operations, including but not limited to kitchen towels, aprons, and any additional linens required for food preparation and service.

For special functions or approved events, the Contractor shall also provide tablecloths, cloth napkins, and other related linen items as required.

The Contractor shall be responsible for the laundering, cleaning, and sanitation of all Contractor-provided linens and service items at its sole expense. All laundering services shall comply with applicable health, sanitation, and food safety standards.

All linens and service items shall be maintained in a clean, sanitary, and serviceable condition at all times and shall be replaced as necessary to ensure compliance with operational standards.

3.13 Equipment

A. County-Furnished Equipment

The Detention Center shall provide the Contractor with access to existing Fairfield County-owned kitchen equipment for use in the performance of this Agreement. All such equipment shall remain the sole property of Fairfield County.

Prior to commencement of services, the Contractor and the Detention Center shall conduct a joint initial inventory of all County-furnished equipment. The inventory shall document, at a minimum, equipment quantities, condition, serial numbers, and model information.

Unless otherwise expressly documented in writing, the Contractor shall be deemed to have accepted the County-furnished equipment in its “as-is” condition, as being in good working order and sufficient for the performance of the required services.

B. Return of County Equipment

Upon expiration, termination, or cancellation of this Agreement, the Contractor shall return all County-furnished equipment to the Detention Center in good condition, reasonable wear and tear excepted.

A joint final inventory shall be conducted by the Contractor and the Detention Center to document all equipment returned, including any additions, removals, or changes in condition compared to the initial inventory.

C. Contractor-Purchased Equipment

Any equipment purchased by the Contractor for use at the Detention Center that is outside the scope of County-furnished equipment shall require prior written approval from the Detention Center Director or designee.

All Contractor-purchased equipment shall remain the sole property of the Contractor unless otherwise agreed in writing by the County.

D. Maintenance, Repair, and Replacement Responsibilities

The County shall be responsible for capital replacement of County-owned equipment, subject to County approval, funding availability, and procurement procedures.

The Contractor shall be responsible for the proper use, care, and day-to-day maintenance of all County-furnished equipment and shall promptly report any damage, malfunction, or failure to the Detention Center.

E. Reporting and Recommendations

The Contractor shall provide quarterly written reports to the Detention Center detailing the condition, performance, and operational status of all County-furnished equipment.

The Contractor shall identify and recommend needed repairs, maintenance, or replacement based on operational experience and industry best practices; however, all final determinations regarding procurement, replacement, or acquisition of equipment shall rest solely with Fairfield County and the Detention Center.

Nothing herein shall be construed to require the County to purchase or replace any equipment recommended by the Contractor.

SECTION IV. INFORMATION FOR OFFERS TO SUBMIT

INFORMATION FOR OFFERORS TO SUBMIT- GENERAL: You shall submit a signed Cover Page and Page Two. Your offer should include all other information and documents requested in this part and in parts II.B. Special Instructions; III. Scope of Work; V. Qualifications; VIII. Bidding Schedule/Price Proposal; XI. Vendor Questionnaire and any appropriate attachments addressed in Part X. Attachments to Solicitations. You should submit a summary of all insurance policies you have or plan to acquire to comply with the insurance requirements stated herein, if any, including policy types; coverage types; limits, sub-limits, and deductibles for each policy and coverage type; the carrier's A.M. Best rating; and whether the policy is written on an occurrence or claims-made basis.

INFORMATION FOR OFFERORS TO SUBMIT – TECHNICAL PROPOSAL - VOLUME I: In addition to information requested elsewhere in this solicitation, offerors should submit the following information for purposes of evaluation: To ensure that proposals are evaluated fairly and that comparisons between proposals are accurate, offerors shall submit proposals in the specific format outlined below. FAILURE TO COMPLY WITH THIS SPECIFIC FORMAT MAY CAUSE YOUR PROPOSAL TO BE REJECTED AS NON-RESPONSIVE AND ELIMINATED FROM FURTHER CONSIDERATION.

A. Proposal Requirements

Offerors are advised to carefully read this RFP in its entirety before preparing and submitting a proposal. Proposals that do not follow the requested format; do not include all the minimum requirements specified including the required documentation and certifications, are not submitted by the due date and time shall not be considered.

Offerors shall propose all of the services described herein. This section describes the information that must be furnished by the Offeror and prescribes the format in which it must be presented.

In order to be evaluated as responsive, the Offeror must design their proposal around the Award Criteria set forth in Section VI and the format set forth in this Section.

Proposers need not submit proprietary or confidential business information unless they believe such information is critical to their Submittal or presentation. If any such information is included, it shall clearly be identified as such.

B. Proposal Submission

The County requests one (1) "Original" PDF copy and one digital copy (flash drive).

1. Two Volume Proposal Submittal – (Provide one (1) copy of cost proposal form) Offerors shall submit proposals to the County as two (2) separate PDF Files, labeled as follows: **"Volume I – Technical Proposal" and "Volume II – Cost Proposal"**

C. Proposal Format

Proposals must contain the following documents, each fully completed, and signed as required. If any items are omitted, the Proposal shall be deemed non-responsive.

1. Section I - Cover Letter

A maximum one (1) page, dated Cover Letter, including the legal name of the Offeror, address, telephone and facsimile numbers, shall be provided.

Briefly state a synopsis of the requested services and make a positive statement of your firm's ability, willingness and technical competence to perform such services and enter into a contract with the County.

The letter shall be signed by a person having the authority to commit the Offeror to a contract.

2. Section II - Table of Contents

Proposals shall include a table of contents and corresponding page numbers. Pages should be consecutively numbered in the right-hand corner and each page shall have a footer indicating the name of the Offeror. A Table of Contents of the material contained in the proposal must follow the Cover Letter.

All pages must be consecutively numbered and correspond to the Table of Contents.

3. Section III – Profile of Firm

a. State whether your firm is local, regional or national. Detail any local presence if your firm's headquarters are outside of South Carolina.

b. List the person or persons who are authorized to make representations for your firm, their titles, and addresses and phone numbers.

c. Provide details regarding status as a minority or small business in South Carolina.

2. Section IV – Reference

References: Provide detailed information supporting the Offeror's experience and capabilities, including at least five (5) applicable references, three (3) of which as state, county, or municipality government clients (preferably in S.C) or entities whom the offeror has acceptably contracted for work within the past three (3) years. The offeror shall include the Client's name and title, address, telephone number, number of

students/clients served and an e-mail address of a contact person who is in a position to evaluate the general quality of your organization's performance. Firm must disclose any significant failed projects or litigation.

3. **Section V – Qualifications**

This Section shall outline the company's qualifications for providing the services as outlined in the scope of work herein. Response shall include at a minimum:

- Provide and explain methods and ability to perform detailed and thorough full-service kitchen management service of the County Detention Center and produce evidence of pre and post services proposed.

Describe the format of reports and the utility to the County Detention Center.

- Provide evidence of the individuals (including certifications and or licenses) and qualifications in the area of services to be provided.
- Provide a list of proposed personnel assigned to perform services and their experience in similar projects.
- Added Value any additional information that would be helpful to the County in making a selection, including any other services that would add value to the proposed project not previously requested.

4. **Section VI – Financials**

Offeror shall provide the most current financial statement for the last two (2) fiscal years, and information reflecting current financial position. Financials shall include the Offeror's most recent certified annual report, financial statement, or other evidence of the company's financial status for the last two fiscal years.

State whether your company, or any predecessor, parent, affiliate, or subsidiary, has declared bankruptcy within the past 5 years, and if so, state the name of the company and the date of filing.

Failure to provide any form of evidence of financial stability may deem proposal non-responsive.

INFORMATION FOR OFFERORS TO SUBMIT – COST PROPOSAL -VOLUME II

The Fee Schedule shall be provided under separate cover, separate PDF file clearly labeled.

Do not provide cost information in the Technical Proposal. Fees are to be in a separate file designated as Volume II – Fee Schedule. Provide Fees as requested (Business/Cost Proposal, Section VIII)

SECTION V. QUALIFCATIONS

QUALIFICATIONS – REQUIRED INFORMATION (MAR 2015): Submit the following information or documentation for you and for any subcontractor (at any tier level) that you identify pursuant to the clause titled Subcontractor – Identification. Err on the side of inclusion. You represent that the information provided is complete. (a) The general history and experience of the business in providing work of similar size and scope. (b) Information reflecting the current financial position. Include the most current financial statement and financial statements for the last two fiscal years. If the financial statements have been audited in accordance with the following requirements, provide the audited version of those statements. [Reference Statement of Financial Accounting Concepts No. 5 (FASB, December, 1984), as amended.] (c) A detailed, narrative statement listing the three most recent, comparable contracts (including contact information) which have been performed. For each contract, describe how the supplies or services provided are similar to those requested by this solicitation, and how they differ. (d) A list of every business for which supplies or services substantially similar to those sought with this solicitation have been provided, at any time during the past three years. (e) A list of every South Carolina public body for which supplies or services have been provided at any time during the past three years, if any. (f) List of failed projects, suspensions, debarments, and significant litigation.

SUBCONTRACTOR – IDENTIFICATION (FEB 2015): If you intend to subcontract, at any tier level, with another business for any portion of the work and that portion either (1) exceeds 10% of your cost, (2) involves access to any "government information," as defined in the clause entitled "Information Security - Definitions," if included, or (3) otherwise involves services critical to your performance of the work (err on the side of inclusion), your offer must identify that business and the work which they are to perform. Identify potential subcontractors by providing the business name, address, phone, taxpayer identification number, and point of contact. In determining your responsibility, the state may contact and evaluate your proposed subcontractors.

SECTION VI. AWARD CRITERIA

AWARD CRITERIA – PROPOSAL: A Single award will be made to the highest ranked, responsive and responsible offeror whose offer is determined to be the most advantageous to the County.

EVALUTION FACTORS – PROPOSAL: Offers will be evaluated using only the factors stated below. Evaluation factors are stated in the relative order of importance, with the first factor being the most important. Once evaluation is complete, all responsive offerors will be ranked from most advantageous to least advantageous. Responses to technical criteria contained in the RFP will be evaluated as stated herein. The qualitative evaluation will be based upon the Offeror's proposal with respect to the following factors in descending order of relative importance:

Evaluation Criteria

A. Understanding of Service Requirements
   Demonstrates a clear understanding of the County's needs, purpose, scope of work, deliverables, challenges, and desired outcomes.

B. Approach and Methodology
   The quality, feasibility, and effectiveness of proposed methods, work plan, and processes for accomplishing the required services.

C. Performance Experience and Qualifications
   Demonstrated ability to provide the required service with examples of other similar services via valid references.

D. Project Understanding and Site Familiarity
   Understanding of the existing conditions, site constraints, operational considerations, and project requirements relevant to the successful performance of the work.

E. Cost
   Reasonableness of business proposal offer and acceptable annual cost and cost per meal.

DISCUSSIONS AND NEGOTIATIONS: Submit your best terms from both a price and a technical standpoint. Your proposal may be evaluated and your offer accepted without any discussions, negotiations, or prior notice. Ordinarily, nonresponsive proposals will be rejected outright without prior notice. Nevertheless, the County may elect to conduct discussions, including the possibility of limited proposal revisions, but only for those proposals

reasonably susceptible of being selected for award. If improper revisions are submitted during discussions, the County may elect to consider only your unrevised initial proposal, provided your initial offer is responsive.

The County may also elect to conduct negotiations, beginning with the highest ranked offeror, or seek best and final offers. Negotiations may involve both price and matters affecting the scope of the contract, so long as changes are within the general scope of the request for proposals. If negotiations are conducted, the County may elect to disregard the negotiations and accept your original proposal.

SECTION VII. TERMS AND CONDITIONS- A. GENERAL

ASSIGNMENT, NOVATION, AND CHANGE OF NAME, IDENTITY, OR STRUCTURE: (a) Contractor shall not assign this contract, or its rights, obligations, or any other interest arising from this contract, or delegate any of its performance obligations, without the express written consent of the responsible procurement officer. The foregoing restriction does not apply to a transfer that occurs by operation of law (e.g., bankruptcy; corporate reorganizations and consolidations, but not including partial asset sales). Notwithstanding the foregoing, contractor may assign monies receivable under the contract provided that the state shall have no obligation to make payment to an assignee until thirty days after contractor (not the assignee) has provided the responsible procurement officer with (i) proof of the assignment, (ii) the identity (by contract number) of the specific state contract to which the assignment applies, and (iii) the name of the assignee and the exact address or account information to which assigned payments should be made. (b) If contractor amends, modifies, or otherwise changes its name, its identity (including its trade name), or its corporate, partnership or other structure, or its FEIN, contractor shall provide the procurement officer prompt written notice of such change. (c) Any name change, transfer, assignment, or novation is subject to the conditions and approval required by Regulation 19-445.2180, which does not restrict transfers by operation of law.

BANKRUPTCY – GENERAL: (a) Notice. In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish written notification of the bankruptcy to the County. This notification shall be furnished within two (2) days of the initiation of the proceedings relating to the bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of all County contracts against which final payment has not been made. This obligation remains in effect until final payment under this Contract. (b) Termination. This contract is voidable and subject to immediate termination by the County upon the contractor's insolvency, including the filing of proceedings in bankruptcy.

CHOICE-OF-LAW: The Agreement, any dispute, claim, or controversy relating to the Agreement, and all the rights and obligations of the parties shall, in all respects, be interpreted, construed, enforced and governed by and under the laws of the State of South Carolina, except its choice of law rules. As used in this paragraph, the term "Agreement" means any transaction or agreement arising out of, relating to, or contemplated by the solicitation.

CONTRACT AWARDED PURSUANT TO CODE: Any contract resulting from this solicitation is formed pursuant to the Fairfield County Procurement Code and is deemed to incorporate all applicable provisions thereof and the ensuing regulations. See also clause titled "Code of Laws Available.

CONTRACT DOCUMENTS & ORDER OF PRECEDENCE: (a) Any contract resulting from this solicitation shall consist of the following documents: (1) the solicitation, as amended, (2) your offer, as amended, (3) any statement reflecting the County's final acceptance (a/k/a "award"), and (4) purchase orders. These documents shall be read to be consistent and complementary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above.(b) The terms and conditions of documents (1) through (4) above shall apply notwithstanding any additional or different terms and conditions in any other document, including without limitation, (i) any instrument submitted by the State other than a purchase order, (ii) any invoice or other document submitted by Contractor, or (iii) any privacy policy, terms of use, or end user agreement. Except as otherwise allowed by the solicitation, the terms and conditions of all such documents and any purchase orders shall be void and of no effect.

(c) No contract, license, or other agreement containing contractual terms and conditions will be signed by the County. Any document signed or otherwise agreed to by persons other than the Procurement Officer shall be void and of no effect.

DISCOUNT FOR PROMPT PAYMENT: (a) Discounts for prompt payment will not be considered in the evaluation of offers. However, any offered discount will form a part of the award, and will be taken if payment is made within the discount period indicated in the offer by the offeror. As an alternative to offering a discount for prompt payment in conjunction with the offer, offerors awarded contracts may include discounts for prompt payment on individual invoices. (b) In connection with any discount offered for prompt payment, time shall be computed from the date of the invoice. If the Contractor has not placed a date on the invoice, the due date shall be calculated from the date the designated billing office receives a proper invoice, provided the state annotates such invoice with the date of receipt at the time of receipt. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or, for an electronic funds transfer, the specified payment date. When the discount date falls on a Saturday, Sunday, or legal holiday when Federal Government offices are closed and Government business is not expected to be conducted, payment may be made on the following business day.

DISPUTES): (1) Choice-of-Forum. All disputes, claims, or controversies relating to the Agreement shall be resolved exclusively by the appropriate County Administrator in accordance with Title 11, Chapter 35, Article 17 of the South Carolina Code of Laws, or in the absence of jurisdiction, only in the Court of Common Pleas for, or a federal court located in, Richland County, State of South Carolina. Contractor agrees that any act by the government regarding the Agreement is not a waiver of either the government's sovereign immunity or the government's immunity under the Eleventh Amendment of the United States Constitution. As used in this paragraph, the term "Agreement" means any transaction or agreement arising out of, relating to, or contemplated by the solicitation. The government does not consent to the jurisdiction of any judicial or administrative tribunals in any other state or to any forum of alternative dispute resolution.

(2) Service of Process. Contractor consents that any papers, notices, or process necessary or proper for the initiation or continuation of any disputes, claims, or controversies relating to the Agreement; for any court action in connection therewith; or for the entry of judgment on any award made, may be served on Contractor by certified mail (return receipt requested) addressed to Contractor at the address provided as the Notice Address on Page Two or by personal service or by any other manner that is permitted by law, in or outside South Carolina. Notice by certified mail is deemed duly given upon deposit in the United States mail.

EQUAL OPPORTUNITY: Contractor is referred to and shall comply with all applicable provisions, if any, of Title 41, Part 60 of the Code of Federal Regulations, including but not limited to Sections 60-1.4, 60-4.2, 60-4.3, 60-250.5(a), and 60-741.5(a), which are hereby incorporated by reference.

FALSE CLAIMS: According to the S.C. Code of Laws Section 16-13-240, "a person who by false pretense or representation obtains the signature of a person to a written instrument or obtains from another person any chattel, money, valuable security, or other property, real or personal, with intent to cheat and defraud a person of that property is guilty" of a crime.

NO INDEMNITY OR DEFENSE: Any term or condition is void to the extent it requires the County to indemnify, defend, or pay attorney's fees to anyone for any reason.

NOTICE: (A) After award, any notices shall be in writing and shall be deemed duly given (1) upon actual delivery, if delivery is by hand, (2) upon receipt by the transmitting party of automated confirmation or answer back from the recipient's device if delivery is by telex, telegram, facsimile, or electronic mail, or (3) ten days after deposit into the United States mail, if postage is prepaid, a return receipt is requested, and either registered or certified mail is used. (B) Notice to contractor shall be to the address identified as the Notice Address on Page Two. Notice to the state shall be to the Procurement Officer's address on the Cover Page. Either party may designate a different address for notice by giving notice in accordance with this paragraph.

OPEN TRADE: During the contract term, including any renewals or extensions, Contractor will not engage in the

boycott of a person or an entity based in or doing business with a jurisdiction with whom South Carolina can enjoy open trade.

ORGANIZATIONAL CONFLICT OF INTEREST: (a) The Contractor agrees to immediately advise the Procurement Officer and County Administrator if an actual or potential organizational conflict of interest is discovered after award, and to make a full written disclosure promptly thereafter to the Procurement Officer and the County Administrator. This disclosure shall include a description of actions which the Contractor has taken or proposes to take, after consultation with the Procurement Officer, to avoid, mitigate, or neutralize the actual or potential conflict. (b) The County Administrator may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to avoid an organizational conflict of interest. Contractor's failure to include an appropriate termination for convenience clause in any subcontract shall not increase the obligation of the County beyond what it would have been if the subcontract had contained such a clause. (c) The disclosure required by paragraph (a) of this provision is a material obligation of the contract. If the Contractor knew or should have known of an organizational conflict of interest prior to award, or discovers an actual or potential conflict after award, and does not disclose, or misrepresents, relevant information to the Procurement Officer, the County may terminate the contract for default.

PAYMENT & INTEREST :(a) The County shall pay the Contractor, after the submission of proper invoices or vouchers, the prices stipulated in this contract for supplies delivered and accepted or services rendered and accepted, less any deductions provided in this contract. Unless otherwise specified herein, including the purchase order, payment shall not be made on partial deliveries accepted by the Government. The Contractor's exclusive means of recovering any type of interest from the Owner. Contractor waives imposition of an interest penalty unless the invoice submitted specifies that the late penalty is applicable. Except as set forth in this paragraph, the County shall not be liable for the payment of interest on any debt or claim arising out of or related to this contract for any reason. Amounts due to the County shall bear interest at the rate of interest established by the South Carolina Comptroller General pursuant to Section 11-35-45 ("an amount not to exceed fifteen percent each year"), as amended, unless otherwise required by Section 29-6-30. Any other basis for interest, including but not limited to general (pre- and post-judgment) or specific interest statutes, including S.C. Code Ann. Section 34-31-20, are expressly waived by both parties.

PUBLICITY: Contractor shall not publish any comments or quotes by County employees, or include the County in either news releases or a published list of customers, without the prior written approval of the Procurement Officer.

SURVIVAL OF OBLIGATIONS: The Parties' rights and obligations which, by their nature, would continue beyond the termination, cancellation, rejection, or expiration of this contract shall survive such termination,

cancellation, rejection, or expiration, including, but not limited to, the rights and obligations created by the following clauses: Indemnification - Third Party Claims, Intellectual Property Indemnification, and any provisions regarding warranty or audit.

TAXES: Any tax the contractor may be required to collect or pay upon the sale, use or delivery of the products shall be paid by the State, and such sums shall be due and payable to the contractor upon acceptance. Any personal property taxes levied after delivery shall be paid by the State. It shall be solely the County's obligation, after payment to contractor, to challenge the applicability of any tax by negotiation with, or action against, the taxing authority. Contractor agrees to refund any tax collected, which is subsequently determined not to be proper and for which a refund has been paid to contractor by the taxing authority. In the event that the contractor fails to pay, or delays in paying, to any taxing authorities, sums paid by the State to contractor, contractor shall be liable to the State for any loss (such as the assessment of additional interest) caused by virtue of this failure or delay. Taxes based on Contractor's net income or assets shall be the sole responsibility of the contractor.

TERMINATION DUE TO UNAVAILABILITY OF FUNDS: Payment and performance obligations for succeeding fiscal periods shall be subject to the availability and appropriation of funds therefor. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be canceled. In the event of a cancellation pursuant to this paragraph, contractor will be reimbursed the resulting unamortized, reasonably incurred, nonrecurring costs. Contractor will not be reimbursed any costs amortized beyond the initial contract term.

THIRD PARTY BENEFICIARY: This Contract is made solely and specifically among and for the benefit of the parties hereto, and their respective successors and assigns, and no other person will have any rights, interest, or claims hereunder or be entitled to any benefits under or on account of this Contract as a third party beneficiary or otherwise.

WAIVER: The County does not waive any prior or subsequent breach of the terms of the Contract by making payments on the Contract, by failing to terminate the Contract for lack of performance, or by failing to strictly or promptly insist upon any term of the Contract. Only the Procurement Officer has actual authority to waive any of the County's rights under this Contract. Any waiver must be in writing.

SECTION VII. TERMS AND CONDITIONS- B. SPECIAL

BANKRUPTCY – GOVERNMENT INFORMATION: (a) All government information (as defined in the clause herein entitled "Information Security - Definitions") shall belong exclusively to the County, and Contractor has no legal or equitable interest in, or claim to, such information. Contractor acknowledges and agrees that in the

event Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, government information in its possession and/or under its control will not be considered property of its bankruptcy estate.(b) Contractor agrees to notify the County within forty-eight (48) hours of any determination that it makes to file for bankruptcy protection, and Contractor further agrees to turn over to the County, before such filing, all government information that is in Contractor's possession in a format that can be readily utilized by the County.(c) In order to protect the integrity and availability of government information, Contractor shall take reasonable measures to evaluate and monitor the financial circumstances of any subcontractor that will process, store, transmit or access government information.

BLANKET PURCHASE AGREEMENTS: (a) Pursuant to S.C. Regulation 19-445.2100(B), this purchase order establishes a blanket purchase agreement to facilitate filling repetitive needs for small quantities of miscellaneous supplies or services. Contractor shall furnish the supplies or services described herein in general terms, if and when requested by authorized personnel during the specified period and within the stipulated aggregate amount, if any. The County is obligated only to the extent of authorized calls actually placed against this blanket purchase agreement. Only those individuals expressly identified herein, by organizational component, and within any dollar limitations identified herein, may place calls under the agreement. Calls against this blanket purchase agreement generally will be made orally, except that informal correspondence may be used when ordering against agreements outside the local trade area. Written calls may be executed. Acceptance of supplies, services, or information technology shall be indicated by signature and date on the appropriate form by authorized personnel after verification and notation of any exceptions. This agreement shall be issued for a period of no longer than 12 months.

(b) All shipments under the agreement, except subscriptions and other charges for newspapers, magazines, or other periodicals, shall be accompanied by delivery tickets or sales slips which shall contain the following minimum information: (1) name of supplier; (2) blanket purchase agreement number; (3) date of call; (4) call number; (5) itemized list of supplies or services furnished; (6) quantity, unit price, and extension of each item less applicable discounts (unit price and extensions need not be shown when incompatible with the use of automated systems, provided that the invoice is itemized to show this information); and (7) date of delivery or shipment.

The County shall choose one of the following statements:

__ A summary invoice shall be submitted at least monthly or upon expiration of the blanket purchase agreement, whichever occurs first, for all deliveries made during a billing period, identifying the delivery tickets covered therein, stating their total dollar value, and supported by receipted copies of the delivery tickets.

__ An itemized invoice shall be submitted at least monthly or upon expiration of the blanket purchase agreement, whichever occurs first, for all deliveries made during a billing period and for which payment has not been

received. Such invoices need not be supported by copies of delivery tickets.

_ When billing procedures provide for an individual invoice for each delivery, these invoices shall be accumulated provided that a consolidated payment will be made for each specified period; and the period of any discounts will commence on final date of billing period or on the date of receipt of invoices for all deliveries accepted during the billing period, whichever is later. This procedure should not be used if the accumulation of the individual invoices materially increases the administrative costs of this purchase method.

CHANGES: (1) Contract Modification. By a written order, at any time, and without notice to any surety, the Procurement Officer may, subject to all appropriate adjustments, make changes within the general scope of this contract in any one or more of the following:

(a) drawings, designs, or specifications, if the supplies to be furnished are to be specially manufactured for the [County] in accordance therewith;(b)method of shipment or packing;(c) place of delivery; (d) description of services to be performed; (e) time of performance (i.e., hours of the day, days of the week, etc.); or, (f) place of performance of the services. Subparagraphs (a) to (c) apply only if supplies are furnished under this contract. Subparagraphs (d) to (g) apply only if services are performed under this contract. (2) Adjustments of Price or Time for Performance. If any such change increases or decreases the contractor's cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, an adjustment shall be made in the contract price, the delivery schedule, or both, and the contract modified in writing accordingly. Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment Clause of this contract. Failure of the parties to agree to an adjustment shall not excuse the contractor from proceeding with the contract as changed, provided that the State promptly and duly make such provisional adjustments in payment or time for performance as may be reasonable. By proceeding with the work, the contractor shall not be deemed to have prejudiced any claim for additional compensation, or an extension of time for completion. (3) Time Period for Claim. Within 30 days after receipt of a written contract modification under Paragraph (1) of this clause, unless such period is extended by the Procurement Officer in writing, the contractor shall file notice of intent to assert a claim for an adjustment. Later notification shall not bar the contractor's claim unless the State is prejudiced by the delay in notification. (2) Claim Barred After Final Payment. No claim by the contractor for an adjustment hereunder shall be allowed if notice is not given prior to final payment under this contract.

COMPLIANCE WITH LAWS: During the term of the contract, contractor shall comply with all applicable provisions of laws, codes, ordinances, rules, regulations, and tariffs.

CONFERENCE – PRE-PERFORMANCE: Unless waived by the Procurement Officer, a pre-performance conference between the contractor, County Administrator and Procurement Officer shall be held at a location selected by the county within five (5) days after final award, and prior to commencement of work under the

contract. The responsibilities of all parties involved will be discussed to assure a meeting of the minds of all concerned. The successful contractor or his duly authorized representative shall be required to attend at contractor's expense.

CONTRACTOR'S LIABILITY INSURANCE - GENERAL

(a) Without limiting any of the obligations or liabilities of Contractor, Contractor shall procure from a company or companies lawfully authorized to do business in South Carolina and with a current A.M. Best rating of no less than A: VII, and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work and the results of that work by the contractor, his agents, representatives, employees or subcontractors. (b) Coverage shall be at least as broad as:

(1) Commercial General Liability (CGL): Insurance Services Office (ISO) Form CG 00 01 12 07 covering CGL on an "occurrence" basis, including products-completed operations, personal and advertising injury,with limits no less than $1,000,000 per occurrence. If a general aggregate limit applies, the general aggregate limit shall be twice the required occurrence limit. This contract shall be considered to be an "insured contract" as defined in the policy.

(2) Auto Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limits no less than $1,000,000 per accident for bodily injury and property damage.

(3) Worker's Compensation: As required by the State of South Carolina, with Statutory Limits, and Employer's Liability Insurance with limit of no less than $1,000,000 per accident for bodily injury or disease.

(b) Fairfield County, and the officers, officials, employees and volunteers of any of them, must be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used.

(c) For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance as respects the County and the officers, officials, employees and volunteers of any of them. Any insurance or self-insurance maintained by the County the officers, officials, employees and volunteers of any of them, shall be excess of the Contractor's insurance and shall not contribute with it.

(d) Prior to commencement of the work, the Contractor shall furnish the County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this section. All certificates are to be received and approved by the County before work commences. However, failure to obtain

the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by this section, at any time.

(e) Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. In addition, the Contractor shall notify the County immediately upon receiving any information that any of the coverages required by this section are or will be changed, cancelled, or replaced.

(f) Contractor hereby grants to the County a waiver of any right to subrogation which any insurer of said Contractor may acquire against the County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

(g) Any deductibles or self-insured retentions must be declared to and approved by the County. The County may require the Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

(h) The County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

CONTRACTOR PERSONNEL: The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

CONTRACTOR'S OBLIGATION – GENERAL: The contractor shall provide and pay for all materials, tools, equipment, labor and professional and non-professional services, and shall perform all other acts and supply all other things necessary, to fully and properly perform and complete the work. The contractor must act as the prime contractor and assume full responsibility for any subcontractor's performance. The contractor will be considered the sole point of contact with regard to all situations, including payment of all charges and the meeting of all other requirements.

DEFAULT: (a) (1) The County may, subject to paragraphs (c) and (d) of this clause, by written notice of default to the Contractor, terminate this contract in whole or in part if the Contractor fails to(i) Deliver the supplies or to perform the services within the time specified in this contract or any extension; (ii) Make progress, so as to endanger performance of this contract (but see paragraph (a)(2) of this clause); or Perform any of the other material provisions of this contract (but see paragraph (a)(2) of this clause).(2) The County's right to terminate this contract under subdivisions (a)(1)(ii) and (1)(iii) of this clause, may be exercised if the Contractor does not cure such failure

within 10 days (or more if authorized in writing by the Procurement Officer) after receipt of the notice from the Procurement Officer specifying the failure. (b) If the County terminates this contract in whole or in part, it may acquire, under the terms and in the manner the Procurement Officer considers appropriate, supplies or services similar to those terminated, and the Contractor will be liable to the County for any excess costs for those supplies or services. However, the Contractor shall continue the work not terminated. (c) Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the contract arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include

(1) acts of God or of the public enemy, (2) acts of the County in either its sovereign or contractual capacity,

(3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) strikes, (8) freight embargoes, and (9) unusually severe weather. In each instance the failure to perform must be beyond the control and without the fault or negligence of the Contractor. (d) If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted supplies or services were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule.

(e) If this contract is terminated for default, the County may require the Contractor to transfer title and deliver to the State, as directed by the Procurement Officer, any (1) completed supplies, and (2) partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (collectively referred to as "manufacturing materials" in this clause) that the Contractor has specifically produced or acquired for the terminated portion of this contract. Upon direction of the Procurement Officer, the Contractor shall also protect and preserve property in its possession in which the State has an interest.

(f) The County shall pay contract price for completed supplies delivered and accepted. The Contractor and Procurement Officer shall agree on the amount of payment for manufacturing materials delivered and accepted and for the protection and preservation of the property; if the parties fail to agree, the Procurement Officer shall set an amount subject to the Contractor's rights under the Disputes clause. Failure to agree will be a dispute under the Disputes clause. The County may withhold from these amounts any sum the Procurement Officer determines to be necessary to protect the County against loss because of outstanding liens or claims of former lien holders.

(g) If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for convenience of the County, be the same as if the termination had been issued for the convenience of the County. If, in the foregoing circumstances, this contract does not contain a clause providing for termination for

convenience of the County, the contract shall be adjusted to compensate forsuch termination and the contract modified accordingly subject to the contractor's rights under the Disputes clause.

(h) The rights and remedies of the County in this clause are in addition to any other rights and remedies provided by law or under this contract.

FORCE MAJURE: The Contractor nor the County shall be held liable for failure or delay in the performance of any obligations under this Agreement to the extent such failure or delay is caused by events beyond the reasonable control of the affected party ("Force Majeure Event").Force Majeure Events shall include, but are not limited to:

a) Acts of God;

b) Natural disasters, including hurricanes, tornadoes, floods, or earthquakes;

c) Fire or explosions not caused by the negligent act or omission of the affected party;

d) Epidemics, pandemics, or widespread public health emergencies;

e) War, terrorism, civil unrest, riots, or insurrection;

f) Labor strikes or work stoppages not involving the Contractor's workforce exclusively (e.g., general strikes or public utility strikes);

g) Governmental actions, orders, or regulations that materially restrict operations; and

h) Utility failures or infrastructure disruptions beyond the reasonable control of the affected party.

i) The affected party shall provide prompt written notice of the Force Majeure Event and shall use commercially reasonable efforts to mitigate the impact of such event and resume performance as soon as practicable. (a). relationship to contingency plan the Contractor acknowledges and agrees that the approved Contingency Plan required under this Agreement is intended to address foreseeable and reasonably anticipated disruptions, including but not limited to lockdowns, staffing disruptions, supply chain interruptions, inclement weather, and other operational contingencies. Accordingly, the existence of a Force Majeure Event shall not relieve the Contractor of its obligation to implement and perform its approved Contingency Plan to the fullest extent practicable. (b) the County rights during force majeure or emergency conditions During any Force Majeure Event or other emergency condition affecting Detention Center operations, the County shall retain full authority to:

j) Activate the Contractor's approved Contingency Plan in whole or in part;

k) Require continued or modified food service operations as necessary to protect health, safety, and security;

l) Obtain alternative or supplemental services from other sources; and/or

m) Take any immediate actions necessary to maintain essential services within the Detention Center.(c) cost responsibility and payment the County shall only be responsible for payment for services actually rendered and accepted by the County in accordance with the terms of this Agreement. All costs associated with

implementing the Contractor's approved Contingency Plan shall be borne by the Contractor, unless the County expressly approves in writing, in advance, any extraordinary costs not contemplated within the Contractor's base pricing. Force Majeure shall not entitle the Contractor to additional compensation except as expressly agreed in writing by the County.

ILLEGAL IMMIGRATION: (An overview is available at www.procurement.sc.gov) By signing your offer, you certify that you will comply with the applicable requirements of Title 8, Chapter 14 of the South Carolina Code of Laws and agree to provide to the State upon request any documentation required to establish either: (a) that Title 8, Chapter 14 is inapplicable to you and your subcontractors or sub-subcontractors; or (b) that you and your subcontractors or sub-subcontractors are in compliance with Title 8, Chapter 14. Pursuant to Section 8-14-60, "A person who knowingly makes or files any false, fictitious, or fraudulent document, statement, or report pursuant to this chapter is guilty of a felony, and, upon conviction, must be fined within the discretion of the court or imprisoned for not more than five years, or both." You agree to include in any contracts with your subcontractors language requiring your subcontractors to (a) comply with the applicable requirements of Title 8, Chapter 14, and (b) include in their contracts with the sub-subcontractors language requiring the sub-subcontractors to comply with the applicable requirements of Title 8, Chapter 14.

INDEMNIFICATION-THIRD PARTY CLAIMS – GENERAL: Notwithstanding any limitation in this agreement, and to the fullest extent permitted by law, Contractor shall defend and hold harmless Indemnitees for and against any and all suits or claims of any character (and all related damages, settlement payments, attorneys' fees, costs, expenses, losses or liabilities) by a third party which are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property arising out of or in connection with the goods or services acquired hereunder or caused in whole or in part by any act or omission of contractor, its subcontractors, their employees, workmen, servants, agents, or anyone directly or indirectly employed by them or anyone for whose acts any of them may be liable, regardless of whether or not caused in part by an Indemnitee, and whether or not such claims are made by a third party or an Indemnitee; however, if an Indemnitee's negligent act or omission is subsequently determined to be the sole proximate cause of a suit or claim, the Indemnitee shall not be entitled to indemnification hereunder. Contractor shall be given timely written notice of any suit or claim. Contractor's obligations hereunder are in no way limited by any protection afforded under workers' compensation acts, disability benefits acts, or other employee benefit acts. This clause shall not negate, abridge, or reduce any other rights or obligations of indemnity which would otherwise exist. The obligations of this paragraph shall survive termination, cancelation, or expiration of the parties' agreement. This provision shall be construed fairly and reasonably, neither strongly for nor against either party, and without regard to any clause regarding insurance. As used in this clause, "Indemnitees" means the State of South Carolina, its instrumentalities, agencies,

departments, boards, political subdivisions and all their respective officers, agents and employees.

RESTRICTIONS ON PRESENTING TERMS OF USE OR OFFERING ADDITIONAL SERVICES: (a) Citizens, as well as public employees (acting in their individual capacity), should not be unnecessarily required to agree to or provide consent to policies or contractual terms in order to access services acquired by the government pursuant to this contract (hereinafter "applicable services") or, in the case of public employees, to perform their job duties; accordingly, in performing the work, contractor shall not require or invite any citizen or public employee to agree to or provide consent to any end user contract, privacy policy, or other terms of use (hereinafter "terms of use") not previously approved in writing by the procurement officer. Contractor agrees that any terms of use regarding applicable services are void and of no effect.(b) Unless expressly provided in the solicitation, public contracts are not intended to provide contractors an opportunity to market additional products and services; accordingly, in performing the work, contractor shall not – for itself or on behalf of any third party – offer citizens or public employees (other than the procurement officer) any additional products or services not required by the contract.(c) Any reference to contractor in items (a) or (b) also includes any subcontractor at any tier. Contractor is responsible for compliance with these obligations by any person or entity that contractor authorizes to take any action related to the work.

(d) Any violation of this clause is a material breach of contract. The parties acknowledge the difficulties inherent in determining the damage from any breach of these restrictions. Contractor shall pay the state liquidated damages of $1,000 for each contact with a citizen or end user that violates this restriction.

TERMINATION: Subject to the provisions below, the contract may be terminated by the Director of Procurement providing a thirty (30) day advance notice in writing is given to the Contractor.

a. Termination for Convenience.

In the event that this contract is terminated or cancelled upon request and for the convenience of the County without the required thirty (30) day advance 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 Contractor shall be excluded from the foregoing provisions; termination costs, if any, shall not apply. The thirty (30) day advance notice requirement is waived and the default provision in this bid shall apply.

SECTION VIII. COST/BUSINESS PROPOSAL

VOLUME II –BUSINESS /COST PROPOSAL

Offerors are to submit Price/Business Proposal-Volume II as a separate document. Your cost below shall be inclusive of any labor, supervision, food, supplies, equipment (unless otherwise provided by the County), administrative costs, overhead, profit, transportation, and all other costs necessary to provide the services describe throughout this solicitation.

Item	Unit of Measure	Unit Cost	Estimated Monthly Cost	Estimated Annual Cost
Breakfast Meal	Cost per Meal	$_____	$_____	$_____
Lunch Meal	Cost per Meal	$_____	$_____	$_____
Dinner Meal	Cost per Meal	$_____	$_____	$_____
Total Daily Cost (3 Meals per Inmate)	Per Inmate/Day	$_____		
		Estimated Contract Price	$_____	$_____

Additional Required Services

Include pricing for the following required services if not already included in the meal pricing. If included in the meal price above indicate **"Included."**

Required Service	Included (Yes/No)	Monthly Cost	Annual Cost
Therapeutic/Special Diet Meals	_____	$_____	$_____
Religious Diet Meals	_____	$_____	$_____
Holiday Meals	_____	$_____	$_____
Emergency Meal Contingency	_____	$_____	$_____
Kitchen Management & Supervision	_____	$_____	$_____
Staff Training	_____	$_____	$_____
Food Safety & Sanitation Compliance	_____	$_____	$_____
Inventory Management & Reporting	_____	$_____	$_____
Equipment Maintenance (Vendor Responsibility)	_____	$_____	$_____
Other Required Services (Specify)	_____	$_____	$_____

Added Value Services (Non-Evaluated)

The following services will **not** be included in the cost evaluation but may be considered by the County as value-added enhancements.

Added Value Service	Description	Cost (If Applicable)
Value-Added Service #1	_____	$_____
Value-Added Service #2	_____	$_____
Value-Added Service #3	_____	$_____

Certification

The undersigned certifies that the prices submitted are firm for the period specified in the solicitation and include all costs necessary to perform the required services.

Company: _____

Authorized Representative: _____

Title: _____

Signature: _____

Date: _____

DETENTION CENTER INMATE FOOD SERVICES

SECTION IX VENDOR QUESTIONNAIRE

9.1 Authorized Person(s)*

Please provide the following information for each person(s) authorized to submit a response on behalf of your organization:

Name_____

Title_____

Phone Number _____

Email Address_____

***Response required**

9.2 Instructions Regarding Offeror's Name*

Any award issued will be issued to, and the contract will be formed with, the entity identified as the Offeror as provided with this solicitiaton. The entity named as the Offeror must be a single and distinct legal entity. Do not use the name of a branch office or a division of a larger entity if the branch or division is not a separate legal entity, i.e., a separate corporation, partnership, sole proprietorship, etc.

☐ Please confirm by checking the box.

***Response required**

9.3 Official Business Name and Address (as shown on W9)*

Provide official business address to which all Procurement and Contract related documents should be sent. Please also include your W9 with wet signature.

***Response required**

9.4 Remit To Address (only if different from Official Address)*

Provide address to which payment shall be sent.

_____

If address is the "Same" as the Official Address - "Enter "SAME".

***Response required**

9.5 Resulting Contract *

Every resulting contract is subject to all terms of the County Procurement Code including limitations as to duration, rights of the County to terminate and means of dispute resolution. No vendor terms take precedence over the solicitation and Procurement Code.

☐ Please confirm by checking the box.

***Response required**

9.6 Qualification of Offeror*

To be considered responsible, responsive and eligible to negotiate and enter into a contract, if any, the Offeror shall, at a minimum, meet the qualifications as provided for in this solicitation document.

☐ Please confirm by checking the box.

***Response required**

9.7 Offeror Acknowledgement*

By submitting a response to this solicitation, the Offeror certifies that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same services, materials, supplies, or equipment, and is in all respect fair and without collusion and fraud. The Offeror agrees to abide by all conditions of this bid and certify that they are authorized to sign this bid for the bidder.

If accepted and awarded, this Offer shall serve as the Official Contract between the Offeror and Fairfield County. A Purchase Order issued by Fairfield County shall constitute the initial start of this Offer/Contract.

☐ Please confirm by checking the box.

***Response required**

9.8 Disbarment or Suspension*

Please indicate if your Company has ever been disbarred or suspended from conducting business in South Carolina by any federal, state, or local agencies.

☐ Yes

☐ No

***Response required**

9.9 Litigation**

The Offeror must make a statement as to any litigation to which the Offeror has been a party in during the last three (3) years. If there has been no limigation, please type "N/A".

_____

***Response required**

9.10 Insurance requirements*

The following insurance requirements are mandatory. Contractor must upload their Certificate of Liability Insurance.

A. WORKERS' COMPENSATION

DETENTION CENTER INMATE FOOD SERVICES

Statutory limits covering all employees, including Employer's Liability with limits of:

$500,000 Each Accident

$500,000 Disease - Each Employee

$500,000 Disease - Policy Limit

B. COMMERCIAL GENERAL LIABILITY

Covering all operations involved in this Agreement.

$2,000,000 General Aggregate

$2,000,000 Products/Completed Operations Aggregate

$1,000,000 Each Occurrence

$ 5,000 Medical Payments

C. COMMERCIAL AUTOMOBILE LIABILITY

$1,000,000 Combined Single Limit - Any Auto

☐ Please confirm by checking the box.

***Response required**

SECTION X ATTACHMENTS

Attachment I. Vendor Application/W9
Attachment II. Certificate of Familiarity and Non-Collusion

REQUEST FOR PROPOSAL

Vendor Application

The Vendor Application are not accepted directly from vendors. The application and a W-9 must be submitted internally through a Fairfield County Department Employee to Purchasing@fairfield.sc.gov.

Vendor General Information		
Company Name	**What service will be rendered?** *(I.e. Equipment Maintenance, Professional Development, Supplies.)*	
Select Business Type: Corporation Sole Proprietorship LLC Partnership	**Are you required to file 1099?** Yes, include for current year. No	
Company Address		
City	**State**	**Zip**
Webpage:	**Have you done business with the County? ___Yes, or No____ if yes, Were service/ goods rendered within the current year? ____ Yes, or**	
Remittance Information		
Remittance Address		
City	**State**	**Zip**
Company Phone Number	**Webpage**	**Fax**
SSN or FEIN	**Business License**	**State Received**
Email Purchase Order to the follow:		
Company Contacts		
Contact No. 1 Name	**Email**	
Contact No. 2 Name	**Email**	
Contact No. 3 Name	**Email**	
The vendor must include a W-9 form. If you are unsure how to complete the W-9 for instructions go to the www.IRS.gov website for guidance.		

Important Vendor Information Regarding During Business with the Fairfield County Council

Invoicing*: The County operates on a Net 30 payment schedule.* ***Delivery Conditions:*** *All shipments are to be made Freight On Board (FOB) Destination, freight prepaid, to receiving point at, Fairfield County Council, 250 N. Walnut Street, Winnsboro, SC, 29180, unless otherwise indicated on the purchase order.* ***Taxes:*** *The County is required to pay South Carolina sales taxes. However, sales taxes are not paid on labor services.* ***Purchase Order Required****: An executed purchase order constitutes a binding contract between the County and Vendor. Vendors are cautioned not to accept verbal orders without receiving a printed purchase order from the person placing the order.*

_____ _____

Printed Name of Authorized Person to Sign the Application Title

_____ _____

Signature of Authorized Person to Sign the Application, Title Date

CERTIFICATE OF FAMILIARITY AND NON-COLLUSION

The undersigned, having fully familiarized him with the information contained within this entire solicitation and applicable amendments, submits the attached proposal and other applicable information to the County, which I verify to be true and correct to the best of my knowledge. I certify that this proposal is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a proposal 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 of this proposal and certify that I am authorized to sign this proposal. I further certify that this proposal is good for a period of sixty (60) days, unless otherwise stated.

Company Name (as registered with the IRS)	Authorized Signature
Correspondence Address	Printed Name
City, State, Zip	Title
Date	Phone # Fax #
E-mail Address	Mobile Phone #

LICENSE #_____

Remittance Address	
City, State, Zip	
Phone #	Toll-Free Phone #, if available
Federal Tax ID Number	SC Sales and Use Tax Number

Rev 03/19/9