COUNTY OF ALAMEDA

REQUEST FOR PROPOSAL No. 902215

**for**

Juvenile Facility Food Services

|  |
| --- |
| **For complete information regarding this project, see** **Request for Proposal (RFP) posted at** [**Alameda County Current Contracting Opportunities**](https://gsa.acgov.org/do-business-with-us/contracting-opportunities/) **[**[**https://gsa.acgov.org/do-business-with-us/contracting-opportunities/**](https://gsa.acgov.org/do-business-with-us/contracting-opportunities/)**] or contact the County representative listed below.**  **Thank you for your interest!**  **Contact Person: Christine Chan**  **Phone Number: (510) 208-9623**  **Email Address:** [**Christine.Chan2@acgov.org**](mailto:Christine.Chan2@acgov.org)  **General Services Agency (GSA) – Procurement** |

**RESPONSE DUE**

by

**2:00 p.m.**

on

**February 7, 2023**

through

**Alameda County, GSA-Procurement**

[**EZSourcing Supplier Portal**](https://ezsourcing.acgov.org/)

<https://ezsourcing.acgov.org/>

Description: Description: Description: branding.jpgAlameda County is committed to reducing environmental impacts across our entire supply chain. Please print only what you need, print double-sided, and use recycled-content paper if printing this document.

# CALENDAR OF EVENTS

REQUEST FOR PROPOSAL No. 902215

JUVENILE FACILITY FOOD SERVICES

|  |  |
| --- | --- |
| **EVENT** | **DATE/LOCATION** |
| **Request Issued** | **December 23, 2022** |
| **Networking/Bidders Conference** | **January 5, 2023 @ 10:30 a.m.**  ***TO ATTEND ONLINE*:**  [RFP No. 902215 Juvenile Facility Food Services Bidders Conference](https://teams.microsoft.com/l/meetup-join/19%3ameeting_YTg3ZTNiNTEtMDNiMC00ZjczLTk0N2QtYjU4ZjYyYTNjNjFi%40thread.v2/0?context=%7b%22Tid%22%3a%2232fdff2c-f86e-4ba3-a47d-6a44a7f45a64%22%2c%22Oid%22%3a%22ca4ea597-77aa-49f6-b781-2395368ecb86%22%7d)  Meeting ID: 274 463 770 931  Passcode: F7TMFR  [Download Teams](https://www.microsoft.com/en-us/microsoft-teams/download-app) | [Join on the web](https://www.microsoft.com/microsoft-teams/join-a-meeting)  **Or call in (audio only)**  [+1 415-915-3950,,213965377#](tel:+14159153950,,213965377# )  United States, San Francisco  Phone Conference ID: 213 965 377# |
| **Written Questions Due via Email:**  [**Christine.Chan2@acgov.org**](mailto:Christine.Chan2@acgov.org) | **January 6, 2023 by 5:00 p.m.** |
| **List of Attendees** | **January 10, 2023** |
| **Questions & Answers Issued** | **January 27, 2023** |
| **Addendum Issued** [only if necessary to amend RFP] | **January 27, 2023** |
| **Response Due and Submitted through** [**EZSourcing Supplier Portal**](https://ezsourcing.acgov.org/) | **February 7, 2023 by 2:00 p.m.** |
| **Evaluation Period** | **February 7, 2023 – March 17, 2023** |
| **Vendor Interviews** | **Week of February 27, 2023** |
| **Notice of Intent to Award Issued** | **March 24, 2023** |
| **Board Consideration Award Date** | **May 9, 2023** |
| **Contract Start Date** | **July 1, 2023** |

***NOTE: All dates are tentative and subject to change.***

|  |  |
| --- | --- |
| ***Alameda County Vendor Outreach*** | |
| Wednesday, January 4, 2023  10:30 a.m. – 11:30 a.m.  ***TO ATTEND ONLINE:***  [**Vendor Outreach**](https://teams.microsoft.com/l/meetup-join/19%3ameeting_ZTcwODZiMDctYzdmNi00ZTgxLWJhOTUtMjAyZTRkMWQxMTg4%40thread.v2/0?context=%7b%22Tid%22%3a%2232fdff2c-f86e-4ba3-a47d-6a44a7f45a64%22%2c%22Oid%22%3a%22338906a1-74a0-4066-b6d5-051f1847307a%22%7d)  Call-in: +1 415-915-3950  Conference ID: 504 517 635# | ***COME MEET ALAMEDA COUNTY’S***  ***PROCUREMENT TEAM!***  This public event is not specific to any RFP, where vendors can speak with GSA professionals, get to know them, and learn more about contracting opportunities with the County.  These are usually conducted on Wednesdays. Dates and locations can be confirmed by checking at  [**Upcoming Events**](https://gsa.acgov.org/do-business-with-us/upcoming-contracting-events/)  [<https://gsa.acgov.org/do-business-with-us/upcoming-contracting-events/>] |

COUNTY OF ALAMEDA

REQUEST FOR PROPOSAL No. 902215

SPECIFICATIONS, TERMS & CONDITIONS

for

JUVENILE FACILITY FOOD SERVICES

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EXHIBIT C **SAMPLE QUARTERLY PERFORMANCE REPORT**

EXHIBIT D **EXTERNAL DOCUMENT LINK SUMMARY**

# STATEMENT OF WORK

## INTENT

It is the intent of these specifications, terms, and conditions to describe the juvenile facility food services required by the Alameda County Probation Department (ACPD).

The County intends to award a three-year contract (with two one-year options to renew) to the bidder(s) selected as the most responsible bidder(s) whose response conforms to the RFP and meets the County’s requirements.

## SCOPE / BACKGROUND

The ACPD’s Juvenile Justice Center (JJC) and Camp Sweeney facilities, located in San Leandro, currently have food services that utilize the cook-chill method, in which food is prepared and chilled at an off-site facility and then reheated prior to being served. All food is delivered to the JJC facility at 2500 Fairmont Drive, San Leandro (please see Exhibit C - Juvenile Justice Center Food Services Kitchen Diagram). ACPD will handle all internal food transfers from the JJC to the inside of the juvenile hall and Camp Sweeney Facility. No food preparation facilities are available for vendors at JJC or Camp Sweeney.

The County adopted a resolution to support the [Good Food Purchasing Program](#ExhibitD) (GFPP) (see Exhibit D.1) policy and framework program in 2021 ([County of Alameda Good Food Purchasing Policy](#ExhibitD) (see Exhibit D.2).

## BIDDER QUALIFICATIONS

* + 1. BIDDER Minimum Qualifications
       1. Bidder must be regularly and continuously engaged for at least three (3) years, verifiable by references, in the business of providing institutional food services where breakfast, lunch, or dinner are served for at least one of the following organizations:
          1. Correctional facilities,
          2. Hospitals,
          3. educational institutions servicing 200 or more students or staff,
          4. organizations employing 200 or more staff.
       2. Bidder and proposed subcontractor(s) who are providing food-related services must submit the following documentation:
          1. Copy of most current health department operating permit.
       3. Bidder must also possess all permits, licenses, and professional credentials necessary to supply products and perform services specified under this RFP. Unless noted otherwise in the RFP, for example, the item(s) stated above, including any Addendum, Bidder is not required to submit copies or verification of the permits, licenses, and credentials; however, Bidder must provide such proof if requested by County.

## SPECIFIC REQUIREMENTS

* + 1. Contractor must provide food services for the JJC and Camp Sweeney facilities.
       1. Contractor must ensure that the work detailed proceeds with promptness and diligence and must be executed in accordance with the highest professional workmanship standards in the field and to the satisfaction of the County of Alameda.
       2. Contractor must be subject, at minimum, to a quarterly performance evaluation ([Exhibit C – Sample Quarterly Performance Report](#ExhibitC)) by ACPD’s Facility Food Service Manager.
       3. Contractor must submit four proposed menus:
          1. For Youths, a menu that is not restricted to the Current National School Lunch Program Administration but complies with the standards indicated in section D.c.(2) below.
          2. Approved by a Certified Nutritionist, based on the State of California Board of State and Community Corrections (BSCC) compliance [Title 15 Article 9.Food.Sections 1460-1467](#ExhibitD) (see Exhibit D.3).
          3. Youth Holiday menu to meet all the guidelines of [Title 15 Article 9](#ExhibitD) (see Exhibit D.3).
          4. Probation Staff menu to include different entrees for each meal for the 4-week cycle period and full rotation of variety of vegetable and fruits.
       4. Contractor must be responsible for keeping abreast with changes to all laws and regulations governing the services provided during the contract term.
       5. Contractor must provide nutritionally sound, varied, and aesthetically pleasing meals in accordance with the requirements of the following regulations, rules, and standards:
          1. Food standards found in State of California Board of State and Community Corrections (BSCC) compliance, California Code of Regulations (CCR), [Title 15 Article 9](#ExhibitD) (see Exhibit D.3);
          2. [Alameda County Nutrition and Physical Activity Policy](#ExhibitD) Implementation Resource (see Exhibit D.4); and
          3. California Education Code, Article 2.5. The Pupil Nutrition, Health, and Achievement Act of 2001, [Sections 49430-49434](#ExhibitD) (see Exhibit D.5).
       6. Contractor must purchase, maintain, and control food and supplies, as well as the provision of meals that are to be delivered to the JJC facility in accordance with the menu requirements, meal service requirements, quality requirements, and sanitation requirements established in this RFP and the subsequent Contract.
       7. Contractor must develop and implement a continuous quality improvement program designed to immediately identify and correct any deficiencies, noted by Contractor or ACPD, within the Contractor’s food services operation.

1. Food service trained personnel must respond and resolve all complaints on a daily basis.
   * + 1. At the start of the contract, Contractor must provide an initial supply of 400, 10-inch x 14-inch National Sanitation Foundation (NSF) International certified, re-usable food trays for serving youth meals.
2. Contractor is responsible for keeping 100 reusable food trays available for ACPD after an initial supply of 400 food trays are provided.
3. Food trays must be taken out of service when worn out or broken and returned to the Contractor for replacement.
   * 1. Operational Requirements
        1. Cook-Chill Production Requirements for Youth Meals
4. Contractor must utilize the cook-chill method, preparing and chilling food at an off-site facility and delivering the meals to the JJC facility located at 2500 Fairmont Drive, San Leandro, CA.
5. Contractor must ensure levels of sanitation meet the food standards required by local regulations and the Hazard Analysis Critical Control Point (HACCP) management system. HACCP management system is used in all segments of the food industry, from growing, harvesting, processing, manufacturing, distributing, and merchandising to preparing food for consumption, in which food safety is addressed through the analysis and control of biological, chemical, and physical hazards ensuring levels of sanitation meet the food standards required by local regulations, and the USDA.
   * + 1. Recycling/Sustainability/Environmental Initiatives
6. Serving-Ware
   1. Serving ware includes plates, boats/bowls, cups, pitchers, cutlery, serving dishes, serving utensils, and other items used in the serving and consumption of food provided under this contract.
   2. Serving ware must be reusable and be collected as part of a Contractor ran reuse program. Contractor must take necessary actions to ensure serving ware remains in service for a full lifetime by implementing inventory control measures and ensuring proper sanitation and cleaning procedures.
      1. If reusable serving wares cannot be used, disposable serving wares must be made of paper or certified commercially compostable by Biodegradable Products Institute or equivalent.
      2. ACPD will determine when reusable serving ware cannot be used.
   3. Contractor must provide five (5) 8 fl. oz. paper-based drinking cups per youth per day.
      1. Foam #6 Polystyrene, or “Styrofoam,” must not be used in any form or function.
   4. All serving ware must be pre-approved by ACPD before being put into use.
7. Edible Food Recovery
   1. Contractor must fulfill and comply with food service provider requirements outlined in [SB 1383 regulations](https://www2.calrecycle.ca.gov/Docs/Web/118371) (see Exhibit D.6) regarding edible food recovery, if applicable. [Compliance](#ExhibitD) (see Exhibit D.7) includes establishing or strengthening a food recovery program, diverting edible waste to food donation, and maintaining records of such donations. Contractor must collaborate with ACPD and the Alameda County GSA including the Office of Sustainability, to finalize and implement waste reduction, recycling, and composting efforts executed as part of this contract.
   2. Contractor must seek to identify opportunities to reduce overall waste and increase the ratio of recyclable and compostable waste to trash as part of this contract.
   3. Contractor must seek opportunities to reduce the lifecycle impact associated with the provision of food and must propose menu options that feature nutritionally equivalent plant-based proteins as an alternative to meat or poultry, while still maintaining required nutritional and quality standards.
   4. Contractor must seek opportunities to increase the energy and fuel efficiency of Contractor’s operational facilities, equipment, fleet, and delivery routes.
8. Alameda County has a strong commitment to sustainability. The Board of Supervisors has passed a number of policies that promote purchasing and operational practices that reduce the County’s environmental impact, including the [Climate Action Plan (R-2010-170)](#ExhibitD) (see Exhibit D.8), the [75% Waste Diversion Policy (R-2008-213)](#ExhibitD) (see Exhibit D.9), and the [Environmentally Preferable Purchasing Policy (R-2011-108)](#ExhibitD) (see Exhibit D.10). As part of this commitment, Alameda County intends to partner with the selected vendor to identify and implement actions that will conserve natural resources, create markets for recycled content products, and reduce pollution, water usage, and greenhouse gas emissions related to the products and services provided as part of this contract.
   * + 1. Food Labeling Requirements
9. Contractor must possess or develop a system, including a time coding system, which will manage and prevent expired foods from being delivered to the JJC facility.
10. Individual meals will include labels that indicate the name of menu item, date of production, batch number, and the date of expiration for each batch of food prepared and placed into the chiller for cooling.
    * + 1. Temperature Requirements
11. Temperatures for cook-chill refrigerated foods, fruit, vegetables, milk, juice products, and snack foods that require refrigeration, must be maintained between 35 degrees Fahrenheit and 40 degrees Fahrenheit during transport, and upon County’s acceptance of food delivery.
    * + 1. Purchasing Requirements
12. Contractor must meet minimum purchasing specifications herein in the purchase of all food products, serving-ware, small wares, utensils, and disposable serving-ware, which will include spoons and forks.
13. All proposed exceptions must be clearly detailed by the Contractor and submitted in writing to ACPD for review and approval.
14. Minimum grade specifications for youth meals:
    1. Beef: USDA Select or better.
    2. Lamb: USDA Select or better.
    3. Processed meat must be from a USDA government inspected plant.
    4. Poultry: USDA Grade B or better.
    5. Dairy Foods and Eggs: USDA Grade A.
    6. Fresh Fruits and Vegetables: USDA Grade A.
    7. Canned Fruits and Vegetables: USDA Grade B or better.
    8. Frozen Fruits and Vegetables: USDA Grade B or better.
15. Minimum purchasing specifications for small wares/utensils/disposable serving ware:
    1. Reusable food trays for youth meals: 10-inch x 14-inch NSF International certified, reusable food trays.
    2. Reusable serving ware.
    3. Drinking cups: 8 fl. oz. and paper-based product that is compostable.
    4. Disposable products must be made of paper or certified commercially compostable by Biodegradable Products Institute or equivalent.
       * 1. Account Manager
16. Contractor must provide adequate, competent support staff that must be able to service the County during the following hours:
    1. Monday - Friday 7:00 a.m. to 5:00 p.m. PDT/PST
    2. Saturday - Sunday 7:00 a.m. to 3:00 p.m. PDT/PST
17. Support staff must be knowledgeable about the Contract, and products offered, and able to identify and quickly resolve any issues including, but not limited to, ordering and invoicing problems.
18. Responsibilities
    1. Contractor must provide overall planning, direction, and operation for the successful food services operation at the JJC facility with particular attention to the issues of food service quality control, sanitation, and delivery.
19. Experience
    1. The assigned Account Manager must have a minimum of five (5) years of managing a large-scale food services operation in an institutional, commercial, industrial, or similar organization.
       1. ACPD reserves the right to approve the Account Manager throughout the contract term, should a new one be required.
          1. Communication
20. Contractor will be required to sign a Data Sharing Agreement between ACPD and Center for Good Food Purchasing (The Center) to share data obtained from the operation of this Contract, but must not otherwise publish or share any findings based on data obtained from the operation of this Contract without the prior written consent of the County.
21. Contractor must notify ACPD Facility Food Service Manager about any deviation from planned menu items due to special circumstances, at least 24-hours before scheduled delivery.
    * + 1. Background Investigation
22. Contractor will be required to conduct Livescan at the Contractor’s expense, for all personnel who will be entering JJC and Camp Sweeney facilities. Investigations must be done through one of the following agencies:
    1. Federal Department of Justice;
    2. Department of Motor Vehicle; or
    3. Local Law Enforcement.
23. At the sole discretion of the County, personnel may be subject to rejection based on the results of background investigation, and Contractor must be responsible for replacing personnel. Applicants with a criminal record related to violence, child abuse, sexual assault, etc., will not be considered.
    * + 1. Compliance with Laws and Regulations
24. Contractor must, at all times, observe and comply with all Federal, State, local, and municipal laws, ordinances, rules and regulations in any manner affecting and relating to the contract.
    * 1. Meal Service Requirements
         1. The Contractor must provide all specified meal services for the youth regardless of holidays, weather conditions, work stoppages, or any other adverse or emergency conditions that may occur.
         2. Contractor must have a plan in place for food preparation at an alternate facility location during emergencies, if necessary.
         3. If, for any reason, the Contractor fails to provide food services, the JJC will obtain the required meal(s) from the most expedient source, and the Contractor will be responsible for any and all charges, including consequential expenses incurred by JJC for food services. Charges will be deducted from outstanding invoices and additional damages may be imposed.
         4. Estimated Youth Meals
25. Youth will receive three, individually portioned meals, and a snack daily. Estimated youth meals, snacks, and bag lunches are as follows:
    1. Youth Meals

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Facility** | **Number of Youth** | **Meal Servings**  **Per Day**  **(Mon - Sun)** | **Total Meals**  **per Day**  **(Mon - Sun)** | **Meals per Week** | **Meals per Year** |
|
| JJC | 80 | 3 | 240 | 1680 | 87,360 |
| Camp Sweeney | 25 | 3 | 75 | 525 | 27,300 |
| Total Meals per Year for JJC and Camp Sweeney facilities | | | | | **114,660** |

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Facility** | **Number of Youth** | **Snack Servings**  **Per Day**  **(Mon - Sun)** | **Total Snacks**  **per Day**  **(Mon - Sun)** | **Snacks per Week** | **Snacks per Year** |
|
| JJC | 80 | 1 | 80 | 560 | 29,120 |
| Camp Sweeney | 25 | 1 | 25 | 175 | 9,100 |
| Total Snacks per Year for JJC and Camp Sweeney facilities | | | | | **38,220** |

* 1. Youth Snacks (a snack for evening consumption is provided with dinner services)
  2. Bag Lunches

|  |  |  |
| --- | --- | --- |
| **Both Facilities** | **Bag Lunches per week**  **(Monday - Sunday)** | **Total Bag Lunches**  **per Year** |
| 90 | 4,680 |
| Total Bag Lunches per Year for JJC and Camp Sweeney facilities | | **4,680** |

* + 1. The population number of youth housed at the JJC and Camp Sweeney facilities varies. Contractor must react on short notice to supply meals to a changing youth population.
    2. Contractor must plan on delivering meal quantities as specified in the tables above. The Facility Food Service Manager will be in contact with the Contractor to provide an approximate meal count 2-3 days in advance of delivery day. Meal count will include a provision for increased intake should the number fluctuate above 310.

1. Contractor must provide one (1) “family style” meal for approximately 170 Probation Staff, Monday through Friday and a salad bar with soup and sandwiches on Saturdays and Sundays. The meals shall meet the following standards:
   1. At minimum, include a main course, vegetable, and salad
   2. Be fully cooked and only require warm up.
   3. Instructions to properly warm up the meals with directions to include temperature and duration of time required for proper serving.
2. Estimated Probation Staff Meals
   1. Contactor must provide one (1) “family style” meal to serve approximately 170 Probation Staff Monday – Friday.
   2. Contractor must provide a salad bar with a soup and sandwiches to serve approximately 170 Probation Staff on Saturday and Sunday.

Probation Staff Meals

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Number of Staff** | **Type of Meal** | **Meals per Day** | **Meals per Week (Mon-Fri)** | **Meals per Year**  **(Mon-Fri)** |
| 170 | Family Style | One (1) Family Style meal to serve 170 people per day | Five (5) Family Style meals to serve 850 people per week | Two Hundred Sixty (260) Family Style meals to serve **44,200** people per year |
| **Number of Staff** | **Type of Meal** | **Meals per Day** | **Meals per Week (Sat & Sun)** | **Meals per Year**  **(Sat & Sun)** |
| 170 | Salad Bar (includes soup and sandwich) | One (1) Salad Bar to serve 170 people per day | Two (2) Salad Bars to serve 340 people per week | One Hundred Four (104) Salad Bars to serve **17,680** people per year |

* + - 1. Condiments

1. All condiments must be provided as single-serve packets.
   * + 1. Delivery Requirements
2. Deliveries must be between 5:30 a.m. and 7:00 a.m. PDT/PST, Monday - Friday to the JJC facility.
3. Delivery time frames may be amended as mutually agreed upon.
   * + 1. Nutritional Requirements
4. Youth meals must meet the nutritional requirements specified in CCR [Title 15, Article 9, Section 1461](#ExhibitD) (see Exhibit D.3)
5. Neither fried foods nor foods containing trans fats may be served, per [California Education Code Section 49430.7](#ExhibitD) (see Exhibit D.5).
   * + 1. Medical Diets Requirements
6. Medical diets prescribed by the attending physician, must be provided, pursuant to CCR [Title 15, Article 9, Section 1462](#ExhibitD) (see Exhibit D.3).
   1. Contractor must be notified of all medical diets with a corresponding prescription to ensure accurate accommodation of the special meals.
7. Medically prescribed diets may include, but are not limited to the following:
   1. Allergies
   2. Diabetes
   3. High Protein/High Calorie
   4. Renal (restricted protein, sodium, and potassium)
   5. Low Calorie
   6. Vegetarian
   7. Lactose Intolerance
   8. BRAT (Bananas, Rice, Applesauce, Toast/Bread)
   9. Dental Soft
   10. Full Liquid
   11. Clear Liquid
   12. Finger Food
   13. Pregnancy (must include a hot breakfast and an evening snack)
   14. Religious diets
   15. Other specialized diets
       * 1. Meal Style
8. Youth Meals
   1. Contractor must prepare and serve meals in individual portions.
9. Probation Staff Meals
10. Contractor must prepare and serve meals family style
    * + 1. Meal Variation Requirements
11. Contractor must ensure that all youth meals provided meet all nutritional and caloric requirements per CCR [Title 15, Article 9, Sections 1460,1461,1462,1463](#ExhibitD) (see Exhibit D.3).
12. Contractor must plan all menus to provide a variety of foods preventing repetitive meals.
    1. Prior to final approval by the Facility Food Service Manager, menus must be approved by a registered dietitian, provided by the Contractor, before scheduling meal production.
    2. Bidders must provide a four-week Youth meal cycle with differing entrees each meal period that meet the requirements of Title 15.
    3. Youth and Probation Staff meals must include a full rotation of a variety of fruits and vegetables.
    4. Youth dinner menus must meet the same nutritional and proportional guidelines set forth for lunch menus.
13. Final menus will be approved by the Facility Food Service Manager two weeks in advance.
14. Changes made by the Contractor to approved menus must be submitted two weeks in advance to the Facility Food Service Manager.
15. ACPD reserves the right to sample or taste the food before it is served to youth.
16. All changes will be noted by ACPD in writing, on the menu located in the Food Service Kitchen of the JJC facility, and the corrected menu will be filed with ACPD.
17. Recipes for each menu item must be filed with ACPD.
    * + 1. GOOD FOOD PURCHASING PRACTICES

ACPD seeks to improve the nutrition of the youth at the Juvenile Justice Center and Camp Sweeney by providing quality products, reducing the distance that food travels between producers and youth, supporting labor law compliance along the supply chain, supporting food production practices that have lower environmental impacts, and support farmers and producers that provide healthy and humane conditions for animals. To achieve these goals, ACPD is participating in the [Good Food Purchasing Program](#ExhibitD) (GFPP) (see Exhibit D.1).

The GFPP provides a metric-based, flexible framework that enables food purchasers to assess their current purchasing practices and shift their buying power toward five interconnected values: local economies, environmental sustainability, valued workforce, animal welfare, and nutrition. Through the GFPP, ACPD will evaluate how the Bidder’s food purchasing practices align with each value category, as defined by criteria outlined in the Evaluation section below.

Using the GFPP’s standards and [Vendor Resources](#ExhibitD) (see Exhibit D.11) as a guide, Bidder is required to indicate the level of commitment of each value categories and agrees to meet and comply with, for the duration of services in the five value categories.

Bidders will commit to working with the department’s designated persons in support of the GFPP, Exhibit A, [GFPP Commitment](#GFPP_Commitment). Contractor must provide aesthetically pleasing food for youth and Probation Staff.

1. Contractor must support small and mid-sized agricultural and food processing operations within the local area or region (250 miles for produce and 500 miles for meat) including locally produced baked goods, where such goods are not prepared by the Contractor. This will adhere with the GFPP Value Category one, Local Economies.
2. Contractor must provide a variety of seasonal fruits and vegetables, organically produced from producers that employ sustainable production systems. This will adhere with the GFPP Value Category two, Environmental Sustainability. Please provide additional information in the Exhibit A – GFPP Commitment page.
3. Contractor must work with suppliers who provide safe and healthy conditions and fair competition to all food chain workers and producers, from production to ACPD delivery. This will adhere with the GFPP Value Category three, Valued Workforce.
4. Contractor must purchase meat/poultry from suppliers who provide healthy and humane care to farm animals. This will adhere with the GFPP Value Category four, Animal Welfare.
5. Contractor must provide nutritionally sound meals by offering general portions of fruits, vegetables, and whole grains by reducing salt, fat, sugar and eliminating artificial additives, in accordance with the requirements of the following regulations, rules, and standards:
   * + - 1. Food standards found in State of California Board of State and Community Corrections (BSCC) compliance, California Code of Regulations (CCR), [Title 15 Article 9](#ExhibitD) (see Exhibit D.3);
         2. [Alameda County Nutrition and Physical Activity Policy](#ExhibitD) Implementation Resource (see Exhibit D.4); and
         3. This will adhere with the GFPP Value Category five, Nutrition.
6. Contractor must not include any pork-based, seafood products, or nuts in proposed meal plans/menus.
   * + 1. Holiday Menus
7. Special holiday menus must be designed and approved by the ACPD and meet [Title 15](#ExhibitD) (see Exhibit D.3) minimum standards for Juvenile Facilities.
   1. Holidays
      1. New Year’s Day
      2. Easter
      3. Thanksgiving
      4. Christmas
8. ACPD reserves the right to plan, prepare, and deliver their own holiday menus, and not use Contractor services for those specific meal periods.

## DELIVERABLES / REPORTS

The Contractor must report to ACPD all information regarding services provided including but not limited to the following:

1. Monthly Reports:
2. Daily record of meals served for each location.
3. Daily and/or weekly summary records documenting all applicable Contractor and food service industry standard quality assurance; cooking and serving areas, and any other records necessary to meet health care standards.
4. All records necessary to document the minimum portion standards and nutritional adequacy of each meal served.
5. Documentation of menus as actually served, including food-based nutritional analysis, recipes, and portion sizes of each menu:
6. Nutrient analysis must be based on the cooked weight or volume of individual portions.
7. The analysis must include weekly summaries of nutrients (kilocalories, protein, carbohydrates, fat, vitamins, and minerals) specified in the Minimum Diet found in CCR [Title 15, Article 9, Section 1461](#ExhibitD) (see Exhibit D.3). The analysis also must summarize the amount of sodium, cholesterol, and the percent of kilocalories supplied by saturated fat on a daily and weekly basis.
8. Allergen Report tracking the eight commonly recognized allergen components (wheat, dairy, eggs, soy, shellfish, fish, peanuts, tree nuts) as defined by the [Food Allergen Labeling and Consumer Protection Act of 2004](#ExhibitD) (FALCPA) (see Exhibit D.12).
9. Documentation of menus as actually served, including food labels used in preparing meals with additional information regarding the meals in the Allergen Report.
10. Documentation quantifying the portion of entrees served that use vegetarian protein (legumes, cheese, etc.).
11. In the event of an audit, Contractor must participate and provide all documentation including menus, production records, recipes, labels, and product formulation statements at no cost to the County.
12. Monthly report on all discrepancies reported for the period and actions taken to resolve discrepancies.
13. GFPP Traceability

Bidder must provide a sample of a traceability report expected to be utilized during the term of contract with ACPD. The traceability report should include the following information for each food group: FRUIT/VEGETABLE, MEAT/POULTRY, DAIRY and GRAINS – to include:

1. Product name,
2. Volume purchased,
3. Name and location of each supplier along the supply chain (to include all distributors, wholesalers, processors, manufacturers, shippers, AND farm(s) of origin),
4. Amount spent for each product (price per volume) and total dollar value spent on each individual product from a particular farm or ranch, and
5. Amount spent for each organic product (price per volume) and total dollar value spent on each individual product from a particular farm or ranch.

## PERFORMANCE MEASURES

* + 1. The following key performance outcomes are deemed most crucial to the success of food service delivery. The Contractor must ensure that the performance measures are met:
       1. Menu compliance – acceptable level of service of 95%. On a monthly basis, performance will be measured by reviewing the menu served for the quantity of substitutions as well as the appropriateness of those substitutions. The level of service will be calculated by dividing the total number of meals served by the number of meals that have had a substitution made for that monthly period. All substitutions must be made from approved substitutions and must be documented on the delivery packing slip.
       2. On-time meal delivery – meal delivery time must be between 5:30 a.m. and 7:00 a.m. PDT/PST, Monday – Friday, and Saturday or Sunday. Contractor will be subject to penalties listed below in items 2. a-e for each occurrence that falls outside these delivery times.
       3. Complete delivery – there must be no partial or incomplete deliveries*.* If this service level is not met, all shortages must be delivered no later than 10:00 a.m. PDT/PST. Contractor will be subject to Penalties listed below in items 2. a, b, and c, for each incomplete or partial delivery occurrence.
       4. Quality of food – must meet the minimum standard for quality of food as outlined in this RFP. If a food item does not meet these standards and is rejected by Probation and returned to the Contractor due to unacceptable quality standards, the Contractor will be subject to Penalties listed below in items 2. a, b, c, and d.
    2. Penalties will be assessed for each occurrence of each infraction. Multiple penalties can be assessed for each delivery day as they apply to the following descriptions of specific penalties for each type of infraction:
       1. Each meal delivery not within the 5:30 a.m. – 7:00 a.m. PDT/PST time period will be a $200 penalty for each occurrence.
       2. Each delivery incomplete or partial will be a $200 penalty for each occurrence.
       3. Each shortage not delivered by 10:00 a.m. PDT/PST will be a $200 penalty for each occurrence.
       4. Any delivered food items rejected by ACPD due to unacceptable quality will be a $200 penalty for each occurrence.
       5. Menu compliance below 95% as outlined in Section F, (Performance Measures) Item 1.a, Menu Compliance, will be a $500 penalty per month.

## BIDDERS CONFERENCE/VENDOR OUTREACH

* + 1. The Bidders Conference held on the date(s) specified in the Calendar of Events will have online conference capabilities for remote participation. Bidders can opt to participate via a computer with a stable internet connection (the recommended Bandwidth is 512Kbps) at:

# [RFP No. 902215 Juvenile Facility Food Services Bidders Conference](https://teams.microsoft.com/l/meetup-join/19%3ameeting_YTg3ZTNiNTEtMDNiMC00ZjczLTk0N2QtYjU4ZjYyYTNjNjFi%40thread.v2/0?context=%7b%22Tid%22%3a%2232fdff2c-f86e-4ba3-a47d-6a44a7f45a64%22%2c%22Oid%22%3a%22ca4ea597-77aa-49f6-b781-2395368ecb86%22%7d)

# Meeting ID: 274 463 770 931 Passcode: F7TMFR

# [Download Teams](https://www.microsoft.com/en-us/microsoft-teams/download-app) | [Join on the web](https://www.microsoft.com/microsoft-teams/join-a-meeting)

# Or call in (audio only)

# [+1 415-915-3950,,213965377#](tel:+14159153950,,213965377# )   United States, San Francisco

# Phone Conference ID: 213 965 377#

* + 1. Vendor Outreach is usually conducted on Wednesdays at [**Vendor Outreach Link**](https://teams.microsoft.com/l/meetup-join/19%3ameeting_ZTcwODZiMDctYzdmNi00ZTgxLWJhOTUtMjAyZTRkMWQxMTg4%40thread.v2/0?context=%7b%22Tid%22%3a%2232fdff2c-f86e-4ba3-a47d-6a44a7f45a64%22%2c%22Oid%22%3a%22338906a1-74a0-4066-b6d5-051f1847307a%22%7d) (Call-in: +1 415-915-3950; Conference ID: 504 517 635#). Dates and locations can be confirmed by checking at: [**Upcoming Events**](https://gsa.acgov.org/do-business-with-us/upcoming-contracting-events/) [<https://gsa.acgov.org/do-business-with-us/upcoming-contracting-events/>].
    2. Information regarding the RFP will be presented during the conference(s). To get the best experience, the County recommends that Bidders who participate remotely use equipment with audio output such as speakers, headsets, or a telephone.
    3. Bidders Conference will be held to:
       1. Provide an opportunity for Small Local Emerging Businesses (SLEBs) and large firms to network and develop subcontracting relationships to participate in the contract(s) that may result from this RFP.
       2. Provide an opportunity for Bidders to request clarification on this RFP and ask specific questions about the project, goods, and services.
       3. Provide the County with an opportunity to receive feedback related to this RFP.
    4. The Bidders Conference Attendees List will be released in a separate document.
    5. Written questions submitted via email by the stated deadline will be addressed in a posted RFP Questions and Answers (Q&A) following the Bidders Conference. Should there be a need to amend or revise the RFP, an Addendum will be issued. Any verbal statements, including at any Bidders Conference(s) are not binding. Only the written documents will be binding.
    6. Questions regarding these specifications, terms, and conditions are to be submitted in writing via email by 5:00 p.m. on the date specified in the Calendar of Events to:

Christine Chan, Procurement & Contracts Specialist

Alameda County, GSA-Procurement

E-Mail: [Christine.Chan2@acgov.org](mailto:Christine.Chan2@acgov.org)

* + 1. Attendance at the Bidders Conference and Vendor Outreach are highly recommended but are not mandatory. Vendors who attend the Bidders Conference will be added to the Vendor Bid List.

# COUNTY PROCEDURES, TERMS, AND CONDITIONS

## EVALUATION CRITERIA / SELECTION COMMITTEE

1. **Initial Evaluation (Completeness of Response and Debarment and Suspension).** All proposals will first be reviewed to determine if they pass the initial Evaluation Criteria (Section A), which are determined on a pass/fail basis.
2. **Evaluation by County Selection Committee.** All proposals that have passed the initial Evaluation Criteria will be evaluated by a County Selection Committee (CSC).  The CSC may be composed of County staff and other parties that may have expertise or experience related to the goods or services that are being procured. The CSC will score the proposals according to the Evaluation Criteria set forth in this RFP.  Other than the initial pass/fail Evaluation Criteria, the evaluation of the proposals will be within the sole judgment and discretion of the CSC.
3. **Unrealistic Bids.** Bidders should bear in mind that any proposal that is unrealistic in terms of the technical or schedule commitments or unrealistically high or low in cost may be deemed reflective of an inherent lack of technical knowledge or indicative of a failure to comprehend the complexity and risk of the County’s requirements as set forth in this RFP.
4. **Price Discrepancy.** In the case of a discrepancy between the unit price and an extension, the unit price will be used for evaluation purposes.
5. **Evaluation Criteria Descriptions.** The items listed in the Evaluation Criteria should be considered as minimum requirements. All information contained in a proposal and presented in vendor interviews (if there are interviews) will be considered during the evaluation process and included in scoring within the appropriate Evaluation Criteria.
6. **Evaluation Scores.**  Proposals will be evaluated and scored on the zero to five-point scale within each Evaluation Criteria below. Scores for all Evaluation Criteria (see the section below) will then be added, according to their assigned weight (below), to arrive at a weighted score for each proposal. A proposal with a higher-weighted total will be deemed of higher quality than a proposal with a lesser-weighted total.
7. **Shortlist Process.**  The evaluation process may include a two-stage approach including a preliminary evaluation of the written proposal and preliminary scoring to develop a shortlist of Bidders that will continue to the final stage of optional vendor interview, site visit, and reference checks. The preliminary scoring will be based on the total points, excluding any points allocated to references, site visit, and optional vendor interview. The three (3) Bidders receiving the highest preliminary scores and with at least 225 points may advance to the next evaluation phase. All other Bidders will be deemed eliminated from the process. All Bidders will be notified of the shortlist participants; however, the preliminary scores at that time will not be communicated to Bidders.
8. **Reference Checks.** The County reserves the right to conduct reference check(s) on all Bidders who submitted a bid proposal. The CSC will then score the reference check(s), as identified in the Evaluation Criteria below, which will then be included in the final score.
9. **Optional Vendor Interviews.** The County may in its sole discretion, conduct vendor interviews. Should the County opt to conduct a vendor interview, the interview may include responding to standard and specific questions from the CSC regarding the Bidders’ proposal. Whether or not a shortlist process is used, the score of any evaluation criterion below may be revised or informed based on the vendor interview.
10. **Final Score**. The final maximum score for any procurement is 550 points, including the possible 50 points for local and small, local and emerging, or local preference points (maximum 10% of the final score; derived from 5% for *local* preference and 5% for either *Small and Local* or *Emerging and Local* preference). Proposals will be ranked by their final scores.
    1. *Without Vendor Interview*. In procurements where there are no vendor interviews, the score received by the evaluation of the written proposal with the reference score added will be the final score.
    2. *With Vendor Interview.* In procurements where there are vendor interviews, the CSC will consider the interview and may adjust the scores received by the evaluation of the written proposal which, with the reference scores added, will be the final score.
11. **Contact During Evaluation Process.** All contact during the evaluation phase must be through the GSA-Procurement department only. Bidders must neither contact nor lobby CSC during the evaluation process. Attempts by Bidders to contact and/or influence members of the CSC may result in disqualification of Bidders.
12. **Determining Award.** As a result of this RFP, the County intends to award a contract to the highest-ranked responsible Bidder(s), as determined by the combined weight of the Evaluation Criteria, whose response conforms to the RFP and whose bid presents the greatest value to the County considering all Evaluation Criteria. The combined weight of the Evaluation Criteria is greater in importance than the cost in determining the best value to the County. The County may award a contract of higher qualitative competence over the lowest priced response.
13. The zero to five-point scale range is defined as follows:

|  |  |  |
| --- | --- | --- |
| 0 | Not Acceptable | Non-responsive, fails to meet RFP specifications. The approach has no probability of success. If the unmet specification is a mandatory requirement, this score may result in the disqualification of the proposal. |
| 1 | Poor | Below average, falls short of expectations, is substandard to that which is the average or expected norm, has a low probability of success in achieving objectives per RFP. |
| 2 | Fair | Has a reasonable probability of success; however, some objectives may not be met. |
| 3 | Average | Acceptable and likely to achieve all objectives in a reasonable fashion per RFP specification. This will be the baseline score for each item with adjustments based on the interpretation of the proposal by CSC members. |
| 4 | Above Average / Good | Better than that which is average or expected as the norm. Excellent probability of success in achieving all objectives of the RFP requirements and expectations. |
| 5 | Excellent / Exceptional | Exceeds expectations, is very innovative, clearly superior to that which is average or expected as the norm. Excellent probability of success in achieving all objectives and meeting RFP specifications. |

1. The Evaluation Criteria and their respective weights are as follows:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  | | **Evaluation Criteria** | | **Weight** |
|  | | **Completeness of Response:**  Responses to this RFP must be complete. Responses must address all the requirements identified within this RFP and all related documents, including any Addenda. Failure to meet the Bidder Minimum Qualifications may also be considered an incomplete response and may result in the disqualification of the Bidder. | | Pass/Fail |
|  | | **Debarment and Suspension:**  Bidders, its principal, and named subcontractors are not identified on the list of Federally debarred, suspended, or other excluded parties located at [www.sam.gov/SAM](http://www.sam.gov/SAM). | | Pass/Fail |
|  | | **Cost:**  The points for Cost will be computed by dividing the amount of the lowest responsive and responsible bid received by each Bidder’s total proposed cost.  Cost evaluation points may be adjusted by considering:   1. Reasonableness (i.e., how well does the proposed pricing accurately reflect the Bidder’s effort to meet requirements and objectives?). 2. Realism (i.e., is the proposed cost appropriate to the nature of the products and/or services to be provided?). | | 15 Points |
|  | | **Description of Proposed Services:**  Proposals will be evaluated against the RFP specifications and the questions below:   1. How well does the Bidder’s proposed method used to provide the services specified in Sections D and E of this RFP, including facilities and methods to be used in food procurement, preparation, and delivery? 2. How well does the Bidder’s proposed meal service plans for individually proportioned and family-style/buffet meet the requirement? 3. Does the Bidder’s proposed Therapeutic Diet Manual based on current best practices, in accordance with CCR [Title 15](#ExhibitD) (See Exhibit D.3), and the latest version Dietary Manual of the American Dietetic Association and include the Standard Diet Procedures and provided the purpose, nutritional description, restriction/modifications, and definition of religious and vegetarian diets? 4. Does the Bidder’s proposed Food Service Plan comply with CCR [Title 15 Section 1464](#ExhibitD) (See Exhibit D.3) and other regulations? 5. Has the Bidder proposed provided three (3) sample Youth Menus and one (1) Probation Staff Menu? 6. Does the Bidder’s proposed sample Youth Menu, meet the nutritional requirements specified in [Exhibit D.3 - D.5](#ExhibitD)? 7. Holiday Menu for Youth:    1. Does the Bidder’s proposed sample Holiday Menu for Youth meet the minimum standard of [Title 15](#ExhibitD) (See Exhibit D.3)?    2. How well does Bidder’s proposed Holiday Menu for Youth incorporate ethnic and cultural variety? 8. How well does Bidder’s proposed plan demonstrate the ability to reduce food waste and overall waste, recycle, and compost waste? | | 25 Points |
|  | | **Relevant Experience:**   1. Experience – Does the Bidder have experience providing food services to correctional facility, educational institutions servicing 200 or more students or staff, hospitals or organizations employing 200 or more staff where breakfast, lunch or dinner is served, and delivery of the scale and scope required by this RFP? Bidder must demonstrate the company’s food service management experience in cook-chill operations, the level of staffing it utilized, and the methodology for ensuring levels of sanitation meet the food standards required by local regulations, and Hazardous Critical Control Points (HACCP). Further, the Bidder must demonstrate they can meet the Food Safety and Sanitation Codes and Rules and Regulations as detailed by the County of Alameda’s Public Health Regulations Governing Food Service/Preparation ([Exhibit D.4](#ExhibitD)). 2. Food Services Experience–Bidder has current food services management experience within the State of California; specifically, with pre-plated and bulk food distribution, tray assembly, and high production ware washing. 3. Sustainability Initiatives – Sustainability Initiatives will be defined as the use of reusable serving ware, nutritionally equivalent plant-based protein substitutions for meat, energy and fuel efficiency of vendor operational facilities and fleet equipment and must meet the Title 15 minimum standards for Juvenile Facilities. Bidders must demonstrate experience in implementing sustainability initiatives related to institutional food service contracts or corporate sustainability initiatives. Bidder must indicate when the initiatives were put in place, and how implementation is tracked and measured. | | 10 Points |
|  | | **Good Food Purchasing Program Commitment:**  Bidder commits to support purchasing goals in all five (5) value categories by indicating the level of commitment in each category. CSC will evaluate plan(s) submitted.   1. How well does the Bidder’s proposed participation plan demonstrates meeting the baseline requirement as set forth in the GFPP (Exhibit A, [GFPP Commitment](#GFPP_Commitment))? 2. Does the Bidder’s sample of the GFPP compliance traceability report include the following information for each food group: FRUIT/VEGETABLE, MEAT/POULTRY, DAIRY and GRAINS (Exhibit A, [GFPP Commitment, Traceability Report Sample](#GFPPTraceabilityReport))? | | 15 Points |
|  | | **References (See Exhibit A – Bid Response Packet)**  If a short list process is used for a solicitation, references are only performed on the short list vendors and the score is not included in the preliminary short list score. | | 10 Points |
|  | | **Site Evaluation and Tasting:**   * + 1. The County will coordinate with the Bidder and the CSCs to schedule a one-hour site visit at the location at which the Bidder and proposed subcontractors will use for this contract/RFP. The CSCs will be looking for demonstrated capacity to and capability of the bidder to perform the operations required in the RFP. At the site visit, CSCs may ask specific questions regarding the current operation at that site and its relationship to the proposal?     2. The food tasting for both Youth and Probation Staff menus will provide the opportunity for bidders to present a sample meal that is representative of those proposed. Samples must be provided as it would be normally delivered (chilled). Food will be evaluated based on how the food reacts when it is reheated, nutritional value, visual, and taste appeal? | | 25 Points |
| 1. **S** | | **Vendor Interview**  Should the County opt to conduct a vendor interview, the interview may include responding to standard and specific questions from the CSCs regarding the Bidder’s proposal. Whether or not a shortlist process is used, the scores of any evaluation criterion above may be revised or informed based on the vendor interview. | | Vendor Interview may be used to revise / inform scores of criteria above |
| **SMALL LOCAL EMERGING BUSINESS PREFERENCE** | | | | |
|  | ***Local* Preference:** Points equaling 5% of Bidder’s total score for the above Evaluation Criteria will be added. This will be the Bidder’s final score for purposes of award evaluation. | | 5% | |
|  | ***Small and Local or Emerging* and *Local* Preference**: Points equaling 5% of Bidder’s total score for the above Evaluation Criteria will be added. This will be the Bidder’s final score for purposes of award evaluation. | | 5% | |

## CONTRACT EVALUATION AND ASSESSMENT

* + 1. During the initial 120-day period of any contract awarded, the County may review the proposal, the contract, any goods or services provided, and/or meet with the Contractor to identify any issues or potential problems.
    2. The County reserves the right to determine, at its sole discretion, whether:
       1. The Contractor has complied with all terms of this RFP and the contract; and
       2. Any problems or potential problems with the proposed goods and/or services were evidenced, which makes it unlikely (even with possible modifications) that such goods and/or services have met or will meet the County requirements.
    3. If, as a result of such determination, the County concludes that it is not satisfied with the Contractor’s performance under any awarded contract and/or Contractor’s goods and services as contracted for therein, the Contractor may be notified that the contract is being terminated.  The Contractor must be responsible for returning County facilities to their original state at no charge to the County.  The County will have the right to invite the next qualified Bidder(s) to enter into a contract.  The County also reserves the right to re-bid this project if it is determined to be in its best interest to do so. The County’s right to go to the next qualified Bidder(s) and/or rebid is not limited by the award of a contract or the 120-day period.

## NOTICE OF INTENT TO AWARD

* + 1. At the conclusion of the RFP response evaluation period, all Bidders will be notified in writing by email or US Postal Service mail of the contract award recommendation, if any, by GSA-Procurement. The document providing this notification is the Notice of Intent to Award/Non-Award.

The Notice of Intent to Award/Non-Award will provide the following information:

* + - 1. The name(s) of the Bidder(s) being recommended for contract award; and
      2. The names of all other parties that submitted proposals.
    1. The submitted proposals will be made available upon request no later than five calendar days before approval of the award and contract is scheduled to be considered by the Board of Supervisors.

## Bid Protest / Appeals Process

The County of Alameda prides itself on the establishment of fair and competitive contracting procedures and the commitment made to follow those procedures. The following is provided in the event that Bidders wish to protest the bid process or appeal the recommendation to award a contract once the Notices of Intent to Award/Non-Award have been issued. Bid protests submitted prior to issuance of the Notices of Intent to Award/Non-Award will not be accepted by the County.

* + 1. Any bid protest must be submitted in writing by 5:00 p.m. on the SEVENTH (7th) calendar day following the date of issuance of the Notice of Intent to Award/ Non-Award, not the date received by the Bidder. The bid protest must be submitted to the office that has been designated for review of protests for this procurement (the Protest Evaluator). For this procurement, the Protest Evaluator is:

GSA–Office of Acquisition Policy

ATTN: Contract Compliance Officer

1401 Lakeside Drive, 10th Floor, Oakland, CA 94612

Email: [GSA-BidProtests@acgov.org](mailto:GSA-BidProtests@acgov.org)

A bid protest received after 5:00 p.m. is considered received as of the next calendar day. A protest received after 5:00 p.m. on the SEVENTH (7th) calendar day following the date of issuance of the Notice of Intent to Award/Non-Award will not be considered under any circumstances by the Protest Evaluator or their designee.

Generally, the County will promptly send an email acknowledging receipt of the protest; it is the responsibility of the protestor to confirm that the protest was timely received.

* + - 1. The bid protest must contain a complete statement of the reasons and facts for the protest.
      2. The protest must refer to the specific portions of all documents that form the basis for the protest.
      3. The protest must include the name, address, email address, and telephone number of the person submitting the protest on behalf of the protesting party.
      4. The Contract Specialist will send a notification to Bidders if a protest is received.
    1. The Protest Evaluator, or their designee, will review and evaluate the protest and issue a written decision. The Protest Evaluator may, at its discretion, do any of the following: investigate the protest, obtain additional information, provide an opportunity to settle the protest by mutual agreement, and/or schedule a meeting(s) with the protesting Bidder and others (as appropriate) to discuss the protest. The decision on the bid protest must be final prior to the Board hearing.   
         
       A notification of the decision will be communicated by email and/or US Postal Service mail to the protestor. Notification will be provided to Bidders when a decision has been made on the protest and whether or not the recommendation to the Board of Supervisors in the Notice of Intent to Award/ Non-Award will stand.
    2. The decision on the bid protest by the Protest Evaluator may be appealed to the Auditor-Controller's Office of Contract Compliance & Reporting (OCCR) located at 1221 Oak St., Room 249, Oakland, CA 94612, Email: [OCCR@acgov.org](mailto:OCCR@acgov.org), unless the OCCR determines that it has a conflict of interest in which case an alternate will be identified to hear the appeal and all steps to be taken by OCCR will be performed by the alternate. The Bidder whose bid is the subject of the protest, all Bidders affected by the Protest Evaluator's decision on the protest, and the protestor have the right to appeal if they feel the Protest Evaluator's decision is incorrect. All appeals to the Auditor-Controller's OCCR must be in writing and submitted within SEVEN (7) calendar days following the issuance of the decision, not the date the decision is received by the Bidder. An appeal received after 5:00 p.m. is considered received as of the next calendar day. An appeal received after 5:00 p.m. on the SEVENTH (7th) calendar day following the date of issuance of the decision by the Protest Evaluator will not be considered under any circumstances by the Auditor-Controller OCCR or their designee.
       1. The appeal must specify the decision being appealed and all the facts and circumstances relied upon in support of the appeal.
       2. In reviewing protest appeals, the OCCR will not re-judge the proposal(s). The appeal to the OCCR must be limited to a review of the procurement process to determine if the contracting department materially erred in following the bid or, if applicable, County contracting policies or other laws and regulations.
       3. The appeal to the OCCR must be limited to the grounds raised in the original protest and the written decision by the Protest Evaluator. As such, a Bidder is prohibited from stating new grounds for a Bid protest in its appeal.
       4. The Auditor’s Office may overturn the results of a bid process for ethical violations by Procurement staff, County Selection Committee members, subject matter experts, or any other County staff managing or participating in the competitive bid process, regardless of timing or the contents of a bid protest.
       5. The finding of the Auditor-Controller’s OCCR is the final step of the appeal process. A copy of the finding of the Auditor-Controller’s OCCR will be furnished to the protestor.
       6. The finding on the appeal must be issued before a recommendation to award the contract is considered and contract awarded by the Board of Supervisors.
    3. The procedures and time limits set forth in this section are mandatory and are each Bidder's sole and exclusive remedy in the event of a bid protest. A Bidder’s failure to timely complete both the bid protest and appeal procedures will be deemed a failure to exhaust administrative remedies. Failure to exhaust administrative remedies, or failure to comply otherwise with these procedures, will constitute a waiver of any right to further pursue the bid protest, including filing a Government Code Claim or legal proceedings.

## TERM / TERMINATION / RENEWAL

* + 1. The contract term, which may be awarded pursuant to this RFP, will be three (3) years.
    2. By mutual agreement, any contract, which may be awarded pursuant to this RFP, may be extended for an additional two-years.
    3. The County has and reserves the right to suspend, terminate or abandon the execution of any work, services and/or providing of goods by the Contractor without cause at any time upon giving the Contractor prior written notice. In the event that the County should abandon, terminate or suspend the Contractor’s work, services and/or providing of goods, the Contractor shall be entitled to payment for services provided hereunder prior to the effective date of said suspension, termination, or abandonment. The County may terminate the contract at any time for cause without written notice upon a material breach of contract or substandard or unsatisfactory performance by the Contractor. In the event of termination with cause, the County reserves the right to seek any and all damages from the Contractor.  In the event of such termination, with or without cause, the County reserves the right to invite the next highest-ranked Bidder to enter into a contract or rebid the project if it is determined to be in its best interest to do so.

## BRAND NAMES AND APPROVED EQUIVALENTS

* + 1. Any references in this RFP, including Addendum and other documents, to manufacturers’ trade names, brand names, and/or catalog numbers are intended to be descriptive but not restrictive unless otherwise stated and are intended to indicate the quality level desired. Unless otherwise noted, Bidders may offer any equivalent product that meets or exceeds the specifications; however, if the County, in its sole discretion, determines the product proposed is not equivalent, the Bid may be disqualified, or a lower score awarded by the CSC. Bids based on equivalent products must:
       1. Clearly describe the alternate offered and indicate how it differs from the product specified; and
       2. Include complete descriptive literature and/or specifications as PDF attachments to the online bid submission as proof that the proposed alternate will be equal to or better than the product named in this RFP.
    2. The County reserves the right to be the sole judge of what is equal and acceptable. It may require Bidders to provide additional information and/or samples or disqualify the bid proposal.
    3. If Bidders do not specify otherwise, it is understood that the referenced brand will be supplied.

## QUANTITIES

Quantities listed herein are estimates based on past usage and are not to be construed as a commitment. No minimum or maximum is guaranteed or implied.

## PRICING

* + 1. All pricing as quoted will not increase, but except as noted below, remain fixed and firm for the term of any contract that may be awarded as a result of this RFP.
    2. Unless otherwise stated, Bidder agrees that, in the event of a price decline, the benefit of such a lower price will be extended to the County.
    3. Reasonable price increases or decreases for subsequent contract terms may be negotiated between Contractor and County after completion of the initial term.
    4. Taxes and freight charges:
       1. All prices are to be Freight On Board (F.O.B.) destination. Any freight/delivery charges are to be included in the bid price.
       2. The County is soliciting a total price for this project. The price(s) quoted shall be the total cost the County will pay for this project, including all taxes (excluding Sales and Use taxes) and all other charges.
       3. No charge for delivery, drayage, express, parcel post packing, cartage, insurance, license fees, permits, costs of bonds, or for any other purpose, except taxes legally payable by the County, will be paid by the County unless expressly included and itemized in the bid proposal.
       4. Amount paid for the transportation of property to the County of Alameda is exempt from Federal Transportation Tax. An exemption certificate is not required where the shipping papers show the consignee as Alameda County as such papers may be accepted by the carrier as proof of the exempt character of the shipment.
       5. Articles sold to the County of Alameda are exempt from certain Federal excise taxes. If applicable, and upon request, the County will furnish an exemption certificate.
    5. All prices quoted must be in United States dollars.
    6. Price quotes must include any and all payment incentives available to the County.
    7. In the evaluation of cost, if applicable, it will be assumed that the unit price quoted is correct in the case of a discrepancy between the unit price and an extension, and the Bidder must honor the unit price quoted.
    8. Federal and State minimum wage laws apply. The County has no requirements for living wages. The County is not imposing any additional requirements regarding wages.

## AWARD

* + 1. Most Responsive and Responsible Bidder(s)
       1. The award will be made to the highest-ranked Bidder(s) who meet the requirements of these specifications, terms, and conditions.
       2. Awards may also be made to the subsequent highest ranked Bidder(s) who will be called in order should the County need to contract with another Bidder(s).
       3. An award will be recommended for the Bidder(s) that submitted the proposal(s) that best serves the overall interests of the County by attaining the highest overall point score. The award may not necessarily be made to the Bidder(s) with the lowest price.
    2. Small Local Emerging Business (SLEB) Program

1. Small and Emerging Locally Owned Business: The County is vitally interested in promoting the growth of small and emerging local businesses by means of increasing the participation of these businesses in the County’s purchase of goods and services.
2. As a result of the County’s commitment to advancing the economic opportunities of these businesses, **Bidders must meet the County’s Small and Emerging Locally Owned Business requirements in order to be considered for the contract award.** These requirements can be found online at:
3. [**Alameda County SLEB Program Overview**](http://acgov.org/auditor/sleb/overview.htm) [<http://acgov.org/auditor/sleb/overview.htm>]; and
4. [**Alameda County SLEB Program Additional Information**](https://gsa.acgov.org/do-business-with-us/vendor-support/small-local-and-emerging-businesses/) [<https://gsa.acgov.org/do-business-with-us/vendor-support/small-local-and-emerging-businesses/>]
5. For purposes of this procurement, applicable industries include, but are not limited to, the following North American Industry Classification System (NAICS) Code(s): 722310
6. A small business is defined by the United States Small Business Administration (SBA) as having no more than the number of employees or average annual gross receipts over the last three years required per SBA standards based on the small business's appropriate NAICS code.
7. An emerging business is defined by the County as having either annual gross receipts of less than one-half that of a small business OR having less than one-half the number of employees AND that has been in business less than five years.
8. If a Bidder is certified by the County as either a small and local or an emerging and local business (SLEB), the County will provide up to 5% bid preference for procurements over $25,000.
9. If a Bidder is located within Alameda County, the County may provide a 5% local bid preference.
   * 1. County Rights
        1. The County reserves the right to reject any or all responses that materially differ from any terms contained in this RFP, including Exhibits and any Addendums, to waive informalities and minor irregularities in responses received, and to provide an opportunity for Bidders to correct minor and immaterial errors contained in their submissions. The decision as to what constitutes a minor irregularity shall be made solely at the discretion of the County.
        2. Any bid proposals that contain false or misleading information may be disqualified by the County.
        3. The County reserves the right to award to a single or multiple Contractors.
        4. The County reserves the right to conduct additional procurements for the same or similar goods and/or services or to award to additional contract(s), including to other Bidder(s), during the term of the contract if it determines that additional Contractors are needed to supplement goods and/or services being provided.
        5. The County has the right to decline to award this contract or any part thereof for any reason.
     2. Procedures
        1. Board approval to award a contract is required.
        2. A contract must be fully executed by the recommended awardee and the County prior to any services and goods being provided or work being performed.
        3. The County uses its Standard Services Agreement terms and conditions for purchases and services. Any terms that are not acceptable to a Bidder must be identified on the Exceptions and Clarifications form in Exhibit A - Bid Response Packet. Bidder may access a copy of the Standard Services Agreement template at:

[**Alameda County Federal Standard Services Agreement Template**](https://acgovt.sharepoint.com/:w:/s/GSADigitalLibrary/EcP9Z6qYJsVEtFJU8ZTS-7MBs6nT4AjOufE4yZTg-KoJGA?e=yyyBfu)[<https://acgovt.sharepoint.com/:w:/s/GSADigitalLibrary/EcP9Z6qYJsVEtFJU8ZTS-7MBs6nT4AjOufE4yZTg-KoJGA?e=yyyBfu>]

The template contains minimal standard language and specific contract terms, including the scope of services that may be drafted and negotiated based on this RFP and the bid proposal(s).

1. The RFP specifications, terms, conditions, Exhibits, RFP Addenda, and Bidder’s proposal may be incorporated into and made a part of any contract that may be awarded as a result of this RFP.

## METHOD OF ORDERING

* + 1. A written Purchase Order (PO) will be issued after an executed contract and Board approval. If there is any conflict in terms of any PO and the executed contract, the contract will control, even if a PO is issued later. Payment cannot be made to any Contractor until a PO is issued.
    2. POs and payments for goods and/or services will be issued only in the name of the Contractor, as identified on the contract.
    3. The Contractor must adapt to changes to the method of ordering procedures as required by the County during the term of the contract.
    4. Any change orders must be agreed upon in writing by Contractor and County and issued as needed by County.

## INVOICING

* + 1. Contractor shall invoice the requesting department, unless otherwise directed by County, upon satisfactory receipt of goods and/or performance of services.
    2. County will use reasonable efforts to make payment within 30 days following receipt and review of invoice and complete satisfactory receipt of goods and/or performance of services.
    3. County will notify the Contractor of any adjustments or corrections that must be made to receive payment on an invoice.
    4. Invoices submitted by the Contractor must contain the County PO number, invoice number, remit to address, itemized goods and/or services description, and price as quoted and must be accompanied by an acceptable proof of delivery and any other information requested by the County.
    5. Contractor must utilize a standardized invoice format upon request.
    6. Invoices must be issued by, and payments made to, the Contractor who is awarded a contract.
    7. The County will pay the Contractor, after receipt and approval of an invoice, monthly or as agreed upon, not to exceed the total contract amount. The County will not pay for goods and/or services in advance.
    8. In the event the Contractor’s performance and/or deliverable goods have been deemed unsatisfactory by a review committee, the County reserves the right to withhold future payments until the performance and/or deliverable goods are deemed satisfactory.

## ACCOUNT MANAGER / SUPPORT STAFF

* + 1. The Contractor must provide dedicated support staff to be the primary contact for all issues regarding the response to this RFP and any contract which may arise pursuant to this RFP.
    2. Contractor must also provide adequate, competent support staff that shall be able to service the County during normal working hours, Monday through Friday, or as otherwise identified in this RFP. Such representative(s) must be knowledgeable about the contract, products, and/or services offered and able to identify and resolve quickly any issues, including but not limited to order and invoicing problems.
    3. Contractor must provide a dedicated, competent account manager who shall be responsible for the County account/contract and receive all orders. Contractor account manager shall be familiar with County requirements and standards and work with the Alameda County Probation Department to ensure that established standards are adhered to. This includes keeping the County Contract Administrator informed of department requests as needed.

# INSTRUCTIONS TO BIDDERS

## COUNTY CONTACTS

1. GSA-Procurement is managing the competitive process for this project on behalf of the County. All contact during the competitive process is to be through the GSA-Procurement department only. Any communication regarding this RFP with other County personnel may result in disqualification.
2. The evaluation phase of the competitive process shall begin upon receipt of sealed bid proposals and continue until a contract has been awarded.
3. Contact Information for this RFP:

Christine Chan, Procurement & Contracts Specialist

Alameda County, GSA-Procurement

1401 Lakeside Drive, Suite 907

Oakland, CA 94612

Email: [Christine.Chan2@acgov.org](mailto:Christine.Chan2@acgov.org)

Phone: (510) 208-9623

1. The GSA Contracting Opportunities website will be the official notification posting place of all bid documents related to this RFP. Each Bidder is responsible for checking the website for any Addendums and other notices related to this RFP. Go to [**Alameda County Current Contracting Opportunities**](https://gsa.acgov.org/do-business-with-us/contracting-opportunities/) [<https://gsa.acgov.org/do-business-with-us/contracting-opportunities/>] to view the posting for this RFP and other current contracting opportunities.

## SUBMITTAL OF PROPOSALS

* + 1. Document Submittal
       1. All proposal documents must be completed, successfully uploaded, and submitted online through Alameda County [**EZSourcing Supplier Portal**](https://ezsourcing.acgov.org) BY 2:00 p.m. on the due date specified in the Calendar of Events. The County strongly recommends uploading early; technical difficulties in downloading/submitting documents through the Alameda County [**EZSourcing Supplier Portal**](https://ezsourcing.acgov.org) shall not extend the due date and time. No hardcopy, email (electronic), or facsimile proposals will be considered.
       2. Bidders **must** submit an electronic version of their proposal in a PDF file, preferably a single file if 20 MB or less.
       3. The submitted proposal must conform to and include Exhibit A – Bid Response Packet, as amended or revised by Addendum, including additional required documentation. **A Bidder may be disqualified if the most current version of Exhibit A, as revised and published through Addenda, is not used.**
       4. In whole or in part, proposal responses are NOT to be marked confidential or proprietary. The County may refuse to consider any proposal or part thereof so marked. Bid proposals submitted in response to this RFP may be subject to public disclosure, even if marked confidential or proprietary.  The County shall not be liable in any way for disclosure of any such records. Please refer to the County’s website at [**Alameda County Proprietary and Confidential Information Policies**](https://gsa.acgov.org/do-business-with-us/contracting-opportunities/policies-procedures/proprietary-confidential-information/) [<https://gsa.acgov.org/do-business-with-us/contracting-opportunities/policies-procedures/proprietary-confidential-information/>].
       5. For the proposals to be considered complete, the Bidder **must** provide responses to all information requested in Exhibit A – Bid Response Packet, as revised by any Addenda.
       6. Bidders **must** submit pricing on the County provided Excel Spreadsheet – Bid Form in [**EZSourcing Supplier Portal**](https://ezsourcing.acgov.org).
    2. Submissions Processes
       1. All costs required for the preparation and submission of a proposal shall be borne by the Bidder.
       2. Only one bid proposal will be accepted from any one person, partnership, corporation, or other entity; however, several alternatives may be included in one response. For purposes of this requirement, “partnership” shall mean, and is limited to, a legal partnership formed under one or more of the provisions of California or other state’s Corporations Code or an equivalent statute.
       3. The final award information will be posted on the County’s “Contracting Opportunities” website.
       4. The County reserves the right to reject any proposal.
       5. All bid proposals shall remain open to acceptance and irrevocable for a period of not less than 180 days unless otherwise specified in the bid documents.
    3. Legal Requirements
       1. “In submitting a bid to a public purchasing body, the Bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. or under the Cartwright Act (Chapter 2, commencing with Section 16700, of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the Bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the Bidder”. (California Government Code Section 4552).
       2. By submitting a bid proposal, the Bidder expressly acknowledges that it is aware that if a false claim is knowingly submitted (as the terms “claim” and “knowingly” are defined in the California False Claims Act, Cal. Gov. Code, §12650 et seq.), County will be entitled to civil remedies set forth in the California False Claim Act. Such actions may also be considered fraud and subject to criminal prosecution.
       3. The Bidder, by submitting a proposal, certifies that it is, at the time of bidding, and shall be, throughout the period of the contract, licensed by the State of California to do the type of work required under the terms of the RFP and contract documents. Bidder further certifies that it is regularly engaged in the general class and type of work called for in the RFP and contract documents.
       4. The Bidder, by submitting a proposal, certifies that it is not, at the time of bidding, on the California Department of General Services (DGS) list of persons determined to be engaged in investment activities in Iran or otherwise in violation of the Iran Contracting Act of 2010 (Public Contract Code Section 2200-2208).

### EXHIBIT A

**BID RESPONSE PACKET**

**INSTRUCTIONS**

* + 1. Please read **EXHIBIT A – Bid Response Packet** carefully; **INCOMPLETE BID PROPOSALS MAY BE REJECTED.** Alameda County will not accept submissions or documentation after the bid response due date. Successful uploading of a document does not equal acceptance of the document by Alameda County.
    2. The bid proposal must comply with all requirements contained in the RFP. **It is strongly recommended that Bidders verify and review all Addenda to confirm the use of the most current forms and provide all information requested.**
    3. The bid proposal submission must conform to and include Exhibit A – Bid Response Packet, as amended or revised by Addendum, including additional required documentation. **A Bidder may be disqualified if the most current version of Exhibit A, as revised and published through Addenda, is not used.**
    4. The following pages require confirmation, declaration, and /or a signature (?). These must be either: (1) be printed and have an original signature(s); or (2) be digitally signed via a DocuSign, CongaSign, or other verifiable independent electronic signature services. All signatures must be by an individual authorized to bind the Bidder. These pages must then be uploaded through the Alameda County [**EZSourcing Supplier Portal**](https://ezsourcing.acgov.org)as part of the Bidder’s proposal.

1. Exhibit A – Bid Response Packet, [Bidder Acceptance](#_BIDDER_INFORMATION)
2. Exhibit A – Bid Response Packet, [Debarment and Suspension Certification](#Debarment)
3. Exhibit A – Bid Response Packet, [Labor Law Compliance](#LaborLawSignature)
4. Exhibit A – Bid Response Packet, [Good Food Purchasing Vendor Pledge](#GFPP_Pledge)
   * 1. Each page of the Bid Response Packet must be submitted through the [**EZSourcing Supplier Portal**](https://ezsourcing.acgov.org) as PDF attachment(s) with all required information included and documents attached; any pages of the Bid Response Packet not applicable to the Bidders are to be submitted with such pages or items clearly marked “N/A” or the bid proposal may be disqualified as incomplete.
     2. Bidders must not modify the Bid Response Packet or any other County-provided document unless instructed to do so, or the bid proposal may be disqualified.
     3. Excel Bid Form must be submitted online through Alameda County [**EZSourcing Supplier Portal**](https://ezsourcing.acgov.org/)**.**
     4. Bidders must quote price(s) as specified in the RFP, using the form(s) as amended or revised by any Addenda.
     5. Any clarifications or exceptions to policies or specifications of this RFP, including all Addenda and other documents must be submitted in the ***Exceptions and Clarifications***form of the Bid Response Packet.
     6. Bidders must read all information and follow directions in the [**EZSourcing Supplier Portal**](https://ezsourcing.acgov.org) event.
     7. File names are restricted to 64 characters for all files uploaded as part of any bid proposal. The file extension (e.g., ".pdf" or ".xls") is counted as part of the file name character limit. Attempting to upload a file with a file name longer than 64 characters may result in an error message or failure to load.
     8. **Bidders who do not comply with the requirements and/or submit incomplete bid proposal packages are subject to disqualification and their bid proposals rejected.**

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Description automatically generated

### COUNTY OF ALAMEDA

### Exhibit A

### BID RESPONSE PACKET

RFP No. 902215

Juvenile Facility Food Services

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| --- |
| BIDDER INFORMATION |

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| Official Name of Bidder: | | |  | | | | |
| Street Address Line 1: | | |  | | | | |
| Street Address Line 2: | | |  | | | | |
| City: |  | | | State: |  | Zip Code: |  |
| Webpage: | |  | | | | | |

**Type of Entity / Organizational Structure (check one):**

Corporation  Joint Venture  Partnership

Limited Liability Partnership  Limited Liability Corporation  Sole Proprietor

Non-Profit / Church  Other:

|  |  |
| --- | --- |
| Jurisdiction of Organizational Structure: |  |
| Date of Organizational Structure: |  |
| Federal Tax Identification Number: |  |
| Alameda County Supplier Identification Number (if applicable): |  |
| DIR Contractor Registration Number (if applicable): |  |

**Primary Contact Information:**

|  |  |  |  |
| --- | --- | --- | --- |
| Name / Title: |  | | |
| Telephone Number: |  | Alternate Number: |  |
| Email Address: |  | | |

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| --- |
| BIDDER ACCEPTANCE |

1. The undersigned declares that the procurement bid documents, including, without limitation, the RFP, Q&A, Addenda, and Exhibits (the Bid Documents), have been read and accepted.
2. The undersigned has reviewed the Bid Documents and fully understands the requirements for this RFP, including, but not limited to, general County requirements, and that each Bidder who is awarded a contract must be, in fact, a prime Contractor, not a subcontractor, to County, and agrees that its bid proposal, if accepted by County, will be the basis for the Bidder to enter into a contract with County in accordance with the intent of the Bid Documents.
3. The undersigned agrees to the following terms, conditions, certifications, and requirements found on the County’s website:
   1. [**General Requirements**](https://gsa.acgov.org/do-business-with-us/contracting-opportunities/policies-procedures/general-requirements/)

[<https://gsa.acgov.org/do-business-with-us/contracting-opportunities/policies-procedures/general-requirements/>]

1. [**Debarment & Suspension Policy**](https://gsa.acgov.org/do-business-with-us/contracting-opportunities/debarment-suspension-policy/)

[<https://gsa.acgov.org/do-business-with-us/contracting-opportunities/debarment-suspension-policy/>]

1. [**Iran Contracting Act (ICA) of 2010**](https://gsa.acgov.org/do-business-with-us/contracting-opportunities/policies-procedures/iran-contracting-act-of-2010-ica/)

[<https://gsa.acgov.org/do-business-with-us/contracting-opportunities/policies-procedures/iran-contracting-act-of-2010-ica/>]

1. [**General Environmental Requirements**](https://gsa.acgov.org/do-business-with-us/contracting-opportunities/policies-procedures/general-environmental-requirements/)

[<https://gsa.acgov.org/do-business-with-us/contracting-opportunities/policies-procedures/general-environmental-requirements/>]

1. **[Alameda County SLEB Program Overview](http://acgov.org/auditor/sleb/overview.htm)**

[<http://acgov.org/auditor/sleb/overview.htm>]

1. [**Alameda County SLEB Program Additional Information**](https://gsa.acgov.org/do-business-with-us/vendor-support/small-local-and-emerging-businesses/)

[<https://gsa.acgov.org/do-business-with-us/vendor-support/small-local-and-emerging-businesses/>]

1. [**First Source**](http://acgov.org/auditor/sleb/sourceprogram.htm)

[<http://acgov.org/auditor/sleb/sourceprogram.htm>]

1. [**Online Contract Compliance System**](http://acgov.org/auditor/sleb/elation.htm)

[<http://acgov.org/auditor/sleb/elation.htm>]

1. The undersigned acknowledges that Bidder is and will remain in good standing in the State of California, with all the necessary licenses, permits, certifications, approvals, and authorizations necessary to perform all obligations in connection with this RFP and any contract that is awarded.
2. The undersigned acknowledges that it is the responsibility of each Bidder to be familiar with all of the specifications, terms, and conditions of the RFP and, if applicable, the site condition. By the submission of a bid proposal, the Bidder certifies that if awarded a contract, they will make no claim against the County based upon ignorance of conditions or misunderstanding of the specifications.
3. The undersigned acknowledges that Bidder has accurately completed the SLEB Information Sheet.
4. Bidder agrees to hold the County of Alameda, its officers, agents, and employees harmless from liability of any nature or kind, including cost and expenses, for infringement or use of any patent, copyright, or other proprietary rights, secret process, patented, or unpatented invention, article or appliance furnished or used in connection with bid proposal and/or any resulted contract or purchase order.
5. The undersigned acknowledges ***ONE*** of the following (please check only one box):

    Bidder is not local to Alameda County and is ineligible for any bid preference; **or**

    Bidder is a certified SLEB and is requesting 10% bid preference; (Bidder must check the first box and provide its SLEB Certification Number in the [SLEB PARTNERING INFORMATION SHEET](#SLEB)); **or**

    Bidder is LOCAL to Alameda County and is requesting 5% bid preference, and has attached the following documentation to this Exhibit:

* Copy of a verifiable business license issued by the County of Alameda or a City within the County; and
* Proof of six months of business residency, identifying the name of the bidder and the local address. Example of proof includes but are not limited to utility bills, deeds of trusts or lease agreements, etc., which are acceptable verification documents to prove residency.

1. By signing below, the signatory warrants and represents that the signer has completed, acknowledged, and agreed to this Bidder Acceptance in their authorized capacity and that by their signature on this Bidder Acceptance, they and the entity upon behalf of which they acted, acknowledged and agreed to this Bidder Acceptance and that all are true and correct and are made under penalty of perjury pursuant to the laws of California.

|  |
| --- |
| **SIGNATURE:** ?  Name/Title of Authorized Signer:  Dated this  day of  20 |

|  |
| --- |
| DEBARMENT AND SUSPENSION CERTIFICATION (PROCUREMENTS $25,000 AND OVER) |

The Bidder, under penalty of perjury, certifies that, except as noted below, Bidder, its principal, and any named and unnamed subcontractor:

* Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
* Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years;
* Does not have a proposed debarment pending; and
* Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

If there are any exceptions to this certification, insert the exceptions in the following space. For any exception noted, indicate to whom it applies, initiating agency, and dates of action. Exceptions will not necessarily result in denial of the award but will be considered in determining Contractor responsibility.

Notes: Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the Proposal. Signing this Response on the signature portion thereof shall also constitute the signature of this Certification.

|  |
| --- |
| **BIDDER:**  **PRINCIPAL: TITLE:**  **SIGNATURE:** ? **DATE:** |

|  |
| --- |
| SMALL LOCAL EMERGING BUSINESS (SLEB) INFORMATION SHEET |

**Instructions**: On the following page is the **SLEB Information Sheet**. Every Bidder must complete and submit a signed SLEB Information Sheet indicating their SLEB certification status. If the Bidder is not certified, the information sheet must be completed with the name, identification information, and goods/services to be provided by the CERTIFIED SLEB partner(s) with whom the Bidder will subcontract to meet the County SLEB participation requirement.  The Exhibit must be signed by EACH of the named CERTIFIED SLEB(s) that will be subcontractors.

SLEB certification must be **valid** at the time of bid proposal submittal for SLEB primes and SLEB subcontractor(s).

* For SLEB Subcontracting Questions: Please contact the General Services Agency - Office of Acquisition Policy, [GSA.OAP@acgov.org](mailto:GSA.OAP@acgov.org).
* For questions/information regarding SLEB certification, including requirements, please contact the Auditor-Controller Agency, Office of Contract Compliance & Reporting – SLEB Certification Unit, [OCCR@acgov.org](mailto:OCCR@acgov.org), (510) 891-5500.

|  |
| --- |
| SLEB INFORMATION SHEET |

In order to meet the Small Local Emerging Business (SLEB) requirements of this RFP, all Bidders must complete this form.

Bidders that are not certified SLEBS (for the definition of a SLEB, see[**Alameda County SLEB Program Overview**](http://acgov.org/auditor/sleb/overview.htm)**; [**[**http://acgov.org/auditor/sleb/overview.htm**](http://acgov.org/auditor/sleb/overview.htm)**])** are required to subcontract with a SLEB for at least 20% of the total estimated bid amount in order to be eligible for contract award. SLEB subcontractors must be independently owned and operated from the prime Contractor with no employees of either entity working for the other. A copy of this form must be submitted for each SLEB that the Bidder will subcontract with as evidence of a firm contractual commitment to meeting the SLEB participation requirement.

Bidders are encouraged to form a partnership with a SLEB that can participate directly with this contract. One of thebenefits of the partnership will be economical, but this partnership will also assist the SLEB to grow and build the capacity to eventually bid as a prime on their own.

Once a contract has been awarded, substitutions of the named subcontractor(s) are not allowed without prior written approval from the Auditor-Controller, Office of Contract Compliance & Reporting (OCCR).

County departments, prime, and subcontractors are required to use the web-based Elation Systems to monitor SLEB subcontractor compliance with[**Elation Systems**](http://www.elationsys.com/elationsys/)**; [**[**http://www.elationsys.com/elationsys/**](http://www.elationsys.com/elationsys/)**].**

|  |
| --- |
| **BIDDER IS A CERTIFIED SLEB (sign at bottom of page)**  **SLEB BIDDER Business Name:**  **SLEB Certification #:       SLEB Certification Expiration Date:**  **NAICS Codes Included in Certification:** |

**OR**

|  |
| --- |
| **BIDDER IS NOT A CERTIFIED SLEB and will subcontract      % with the SLEB named below for the following goods/services:**  **SLEB Subcontractor Business Name:**  **SLEB Certification #:       SLEB Certification Expiration Date:**  **SLEB Certification Status:  Small /  Emerging**  **NAICS Codes Included in Certification:**  **SLEB Subcontractor Principal Name:**  **SLEB Subcontractor Principal Signature:** ? |

**Upon award, Bidder (the Prime Contractor) and** **all SLEB subcontractors** agree to register and use the secure web-based ELATION SYSTEMS. ELATION SYSTEMS will be used to submit SLEB subcontractor participation, including, but not limited to, subcontractor contract amounts, payments made, and confirmation of payments received.

**Bidder Printed Name/Title:**      

**Street Address: \_**     **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_City\_\_**     **\_\_\_\_State\_**     **\_ Zip Code**      

**Bidder Signature: ? Date:**      

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| --- |
| BIDDER MINIMUM QUALIFICATIONS |

**Instructions:** Bidder must respond and/or provide support documentation that fulfills all the minimum qualifications as identified in the RFP documents.

* + - 1. Bidder must be regularly and continuously engaged for at least three (3) years, verifiable by references, in the business of providing institutional food services where breakfast, lunch, or dinner are served for at least one of the following organizations:
         1. Correctional facilities,
         2. Hospitals,
         3. Educational institutions servicing 200 or more students or staff,
         4. Organizations employing 200 or more staff.

1. Bidder and proposed subcontractor(s) who are providing food-related services must submit the following documentation:
   * + - 1. Copy of most current health department operating permit.
2. Bidder must also possess all permits, licenses, and professional credentials necessary to supply products and perform services specified under this RFP. Unless noted otherwise in the RFP, for example, the item(s) stated above, including any Addendum, Bidder is not required to submit copies or verification of the permits, licenses, and credentials; however, Bidder must provide such proof if requested by County.

**Maximum Length: None**

|  |
| --- |
| BID FORM |

**Instructions**:Bidder must use the **separate County provided Excel Bid Form**.

**COST MUST BE SUBMITTED AS REQUESTED ON THE COUNTY PROVIDED EXCEL BID FORM. NO ALTERATIONS OR CHANGES OF ANY KIND ARE PERMITTED.**

Bid proposals that do not comply may be rejected.

The cost quoted must include all taxes (excluding sales and use tax) and all other charges, including travel expenses. The price quoted will be the maximum cost the County will pay for the term of any contract resulting from this RFP.

Quantities listed on **Excel Bid Form** are for example only; they are not to be construed as a commitment of the County to purchase that quantity. No minimum or maximum is guaranteed or implied. The cost quoted will be the price of the items identified, regardless of the quantity purchased.

Bid pricing on all line items is required. If there are any line items that are not priced, the bid may be considered a partial bid and disqualified. Partial bids are not acceptable.

By submission through the Alameda County [**EZSourcing Supplier Portal**](https://ezsourcing.acgov.org)**,** Bidder certifies to County that all representations, certifications, and statements made by Bidder, as set forth in each entry in the Alameda County [**EZSourcing Supplier Portal**](https://ezsourcing.acgov.org) and attachments are true and correct and are made under penalty of perjury pursuant to the laws of California.

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| DESCRIPTION OF PROPOSED SERVICES |

**Instructions:** Bidder is to provide a **Description of Proposed Services**.

The *Description of Proposed Service* must describe the overall services. The Bidder must address how they will meet or exceed each requirement listed in Section D (Specific Requirements) and Section E (Deliverables/Reports).

At a minimum, the Bidder must include the following details:

1. Describe the Bidder desired overall goals, anticipated outcomes, measurable objectives, and key tasks including the key personnel responsible for achieving them.
2. Detail existing data collection infrastructure and demonstrate ability to interface with County’s database(s) and/or provide reporting data to the County for maximum efficiency.
3. Explain any special resources, procedures, or approaches that make the services of Bidder particularly advantageous to the County.
4. Identify any limitations or restrictions that exist for the Bidder to provide the services. Explain what measures will be taken to adequately provide the services. (Please note any requests for exceptions or clarifications MUST be identified on the *Exceptions and Clarification* form. **The County is under no obligation to accept any exceptions or clarifications, and any such exceptions and clarifications may be a basis for bid disqualification.**)

In addition to items listed above, Description of Proposed Services, Bidder must also include the following:

Methods to be used to provide the services specified in Section D (Specific Requirements) of this proposal, including facilities and methods to be used in food procurement, preparation and delivery.

Meal service plans for individually proportioned and served family style/buffet.

Provide a Therapeutic Diet Manual based on current best practices, in accordance with CCR [Title 15](#ExhibitD) (See Exhibit D.3), and the latest version Dietary Manual of the American Dietetic Association. The Therapeutic Diet Manual must include, at a minimum, the following content:

Standard Diet Procedures.

Definition of each type of therapeutic diet, including the following:

Purpose;

Nutritional description;

Restrictions/modifications; and

Definition of religious and vegetarian diets.

Food Service Plan

Provide a written food service plan that complies with CCR [Title 15, Section 1464](#ExhibitD) (see Exhibit D.3).

Sample Youth Menus and Probation Staff Menu

Bidder must submit one sample Youth menu that includes the following:

|  |  |
| --- | --- |
| **#1 - SAMPLE YOUTH MENU without National School Lunch Standards** | |
| 1 | 4-Week cycle menu with differing entrée for each meal period |
| 2 | Include breakfast, lunch, dinner, and a snack |
| 3 | Full rotation of variety of vegetables and fruits |
| 4 | Meets BSCC and CDE guidelines |
| 5 | Analyzed by a Certified Nutritionist |
| 6 | Includes the following Restricted Diets:   1. Diabetes 2. Lactose 3. Other Medical Diets listed in [Section D.h(2)](#MedicalDiets) |

Bidder must submit one (1) sample Probation Staff menu that includes the following:

|  |  |
| --- | --- |
| **SAMPLE PROBATION STAFF MENU** | |
| 1 | 4-Week cycle menu with differing entrée for each meal period |
| 2 | Full rotation of variety of vegetables and fruits |

Sample of a Holiday Menu for Youth

A detailed plan on how Bidder intends to implement waste reduction, recycle and compost waste, and donate excess food generated as a result of the execution of this contract.

Bidder shall also include a description of proposed plan to seek opportunities to feature:

Nutritionally equivalent plant-based proteins as an alternative to meat or poultry while still maintaining required nutritional and quality standards;

Menu options that feature nutritionally equivalent plant-based proteins as an alternative to meat or poultry while still maintaining required nutritional and quality standards; and

To seek opportunities to increase the energy and fuel efficiency of vendor operational facilities, fleet, and equipment.

**Maximum Length: None**

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| TABLE OF KEY PERSONNEL |

**Instructions**: Bidder is to provide a **Table of Key Personnel**. The table is to include all essential personnel associated with providing services to the County, including collaborating partners.

To appropriately evaluate Bidder's qualifications, the table should include the following information for each key person:

1. Bidder shall submit résumé for the Account Manager listed on the Table of Key Personnel.
2. The person’s relationship with Bidder, including job title and years of employment with Bidder.
3. Work contact information includes, but is not limited to, the following: work address, office telephone number, mobile work number, and work email address.
4. The person's role in connection with the RFP and any awarded contract.
5. Educational background; and
6. Related experience on similar projects, certifications, and merits.

If a Bidder collaborates with any other partners or subcontractors, the Bidder shall identify all key personnel, subcontractors, subcontractor qualifications, and how they plan to work together. Bidder shall identify any existing agreements or MOUs between the Bidder(s) and proposed collaborator(s).

In addition to the table, Bidder(s) must submit a complete résumé or curriculum vitae for each key personnel listed in the table, including educational background, relevant experience on similar projects, certifications, and merits. (Resumes should include work contact information, not personal contact information for the person.)

**Maximum Length: There is no limit to the table. There is, however, a 2-page limit per résumé or curriculum vitae.** **Résumé and curriculum vitae are subject to public disclosure and business addresses should be used not home addresses.**

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| RELEVANT EXPERIENCE |

**Instructions:** Bidder is to provide a list of **Relevant Experience**.

This section must address and describe the following experience:

1. Experience – Does the Bidder have experience providing food services to correctional facility, educational institutions servicing 200 or more students and/or staff, hospitals or organizations employing 200 or more staff where breakfast, lunch and/or dinner is served, and delivery of the scale and scope required by this RFP? Bidder must demonstrate the company’s food service management experience in cook-chill operations, the level of staffing it utilized, and the methodology for ensuring levels of sanitation meet the food standards required by local regulations, and Hazardous Critical Control Points (HACCP). Further, the Bidder must demonstrate they can meet the Food Safety and Sanitation Codes and Rules and Regulations as detailed by the County of Alameda’s Public Health Regulations Governing Food Service/Preparation ([Exhibit D.4](#ExhibitD)).
2. Food Services Experience–Bidder has current food services management experience within the State of California; specifically, with pre-plated and bulk food distribution, tray assembly, and high production ware washing.
3. Sustainability Initiatives – Sustainability Initiatives will be defined as the use of reusable serving ware, nutritionally equivalent plant-based protein substitutions for meat, energy and fuel efficiency of vendor operational facilities and fleet equipment and must meet Title 15 minimum standards for Juvenile Facilities. Bidders must demonstrate experience in implementing sustainability initiatives related to institutional food service contracts or corporate sustainability initiatives. Bidder must indicate when the initiatives were put in place, and how implementation is tracked and measured.

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| GOOD FOOD PURCHASING PROGRAM (GFPP) COMMITMENT |

**Instructions**: These pages must be included as part of the Bid Response Packet. Bidder must indicate which level they will commit to where applicable. A plan to demonstrate full compliance of the level should follow.

**VALUE CATEGORY NO. 1 - LOCAL ECONOMIES**

|  |  |
| --- | --- |
| Level | Purchasing Goals |
| 1 | Option 1: 15% of the total dollars spent annually for the resulting contract on food products, with a goal of increasing at least 2% per year, will come from Level 1 local food sources (see page 22 of [GFPP](https://app.box.com/s/g1k9hmdjbklu05mi6qtvw7i59b99uy9x) for qualifying sources).  OR  Option 2: 5% of the total dollars spent annually for the resulting contract on food products, with a goal of increasing at least 2% per year, will come from Level 3 local food sources. |
| 2 | Option 1: 15% of the total dollars spent annually for the resulting contract on food products, with a goal of increasing at least 2% per year, will come from Level 2 local food sources (see page 22 of [GFPP](https://app.box.com/s/g1k9hmdjbklu05mi6qtvw7i59b99uy9x) for qualifying sources).  OR  Option 2: 10% of the total dollars spent annually for the resulting contract on food products, with a goal of increasing at least 2% per year, will come from Level 3 local food sources. |
| 3 | 15% of the total dollars spent annually for the resulting contract on food products, with a goal of increasing at least 2% per year, will come from Level 3 local food sources (see page 22 of [GFPP](https://app.box.com/s/g1k9hmdjbklu05mi6qtvw7i59b99uy9x) for qualifying sources). |
| Please submit a plan to demonstrate an understanding and compliance of the requirements of the level of commitment.   1. Please describe how the Bidder will procure local products (sourced from within 250/(500 miles for meat) miles of ACPD Juvenile Facilities) on behalf of ACPD. 2. How does the Bidder currently track local spending? 3. How will Bidder ensure at least 15% of annual purchases made on behalf of ACPD are local? 4. Please list the local (within 250/500 miles of ACPD) farms or suppliers from which the Bidder currently buy. 5. How long has the Bidder contracted with these farms or suppliers? 6. Does the Bidder have a formal contract or purchasing arrangement?   Please provide the plan in the space below. Use additional space as needed. | |

**VALUE CATEGORY NO. 2 - ENVIRONMENTAL SUSTAINABILITY**

|  |  |
| --- | --- |
| Level | Purchasing Goals |
| 1 | Option 1a: 15% of the total dollars spent annually for the resulting contract on food products, with a goal of increasing at least 2% per year, will come from Level 1 environmentally sustainable sources (see page 29 of [GFPP](https://app.box.com/s/g1k9hmdjbklu05mi6qtvw7i59b99uy9x) for qualifying criteria).  OR  Option 1b: 5% of the total dollars spent annually for the resulting contract on food products, with a goal of increasing at least 2% per year, will come from Level 3 environmentally sustainable sources (see page 29 of [GFPP](https://app.box.com/s/g1k9hmdjbklu05mi6qtvw7i59b99uy9x) for qualifying criteria).  OR  Option 2:   1. Reduce carbon footprint and water footprint of meat, poultry, and cheese purchases by at least 4% per meal served for the resulting contract from baseline year, with an 8% reduction goal within 2 years, and a 20% reduction goal within 5 years;   AND   1. Perform a food waste audit that identifies specific types and quantities of food in waste stream (see Food Loss and Waste Protocol for guidance) and implement at least 2 source reduction strategies that address most wasted food items for the resulting contract identified in audit. (See [GFPP](https://app.box.com/s/g1k9hmdjbklu05mi6qtvw7i59b99uy9x) Appendix B for a menu of options).   AND Additional Level 1 Requirements  At least 25% of animal products for the resulting contract are produced without the routine use of medically important antimicrobial drugs for disease prevention purposes. |
| 2 | Option 1a: 15% of the total dollars spent annually for the resulting contract on food products, with a goal of increasing at least 2% per year, will come from Level 2 environmentally sustainable sources (see page 29 of [GFPP](https://app.box.com/s/g1k9hmdjbklu05mi6qtvw7i59b99uy9x) for qualifying criteria).  OR  Option 1b: 10% of the total dollars spent annually for the resulting contract on food products, with a goal of increasing at least 2% per year, will come from Level 3 environmentally sustainable sources (see page 29 of [GFPP](https://app.box.com/s/g1k9hmdjbklu05mi6qtvw7i59b99uy9x) for qualifying criteria).  OR  Option 2:   1. Reduce carbon footprint and water footprint of meat, poultry, and cheese purchases by at least 5% per meal served from the resulting contract from baseline year, with an 10% reduction goal within 2 years, and a 15% reduction goal within 3 years and 25% reduction within 5 years;   AND   1. Perform a food waste audit that identifies specific types and quantities of food in waste stream (see Food Loss and Waste Protocol for guidance) and implement at least 3 source reduction strategies that address most wasted food items for the resulting contract identified in audit and donate all recoverable food once per month.   AND Additional Level 2 Requirements  At least 30% of animal products for the resulting contract are produced without the routine use of medically important antimicrobial drugs for disease prevention purposes. |
| 3 | 15% of the total dollars spent annually for the resulting contract on food products, with a goal of increasing at least 2% per year, will come from Level 3 environmentally sustainable sources (see page 29 of [GFPP](https://app.box.com/s/g1k9hmdjbklu05mi6qtvw7i59b99uy9x) for qualifying criteria); and  Reduce carbon and water footprint of meat, poultry, and cheese purchases for the resulting contract by 6% per meal served from baseline year, with a 12% reduction goal within two years and 30% reduction within five years;  Perform a food waste audit that identifies specific types and quantities of food in waste stream (see Food Loss and Waste Protocol for guidance), and implement at least three source reduction strategies that address most wasted food items from the resulting contract identified in audit, donate recoverable food twice per month, and implement one food recycling strategy (e.g. anaerobic digestion or composting).  Level 3 Additional Requirements  At least 50% of animal products for the resulting contract are produced without the routine use of medically important antimicrobial drugs for disease prevention purposes. |
| Please submit a plan to demonstrate an understanding and compliance of the requirements of the level of commitment.   1. Please list the poultry suppliers and products the Bidder plans to procure on behalf of ACPD here. Please attach Product Specification Sheets showing No Antibiotics Ever (NAE) or Certified Responsible Antibiotic Use (CRAU) certification. 2. How will Bidder’s company ensure all poultry purchased on behalf of ACPD is either NAE or CRAU? How will the Bidder track and ensure at least 25% of the total ACPD animal product spend is NAE or CRAU? 3. Please describe how the Bidder will divert 5% or more of the ACPD food spend to level 3 products (USDA organic and biodynamic). Please be as specific as possible. What products will the Bidder purchase from what farms or suppliers and in what quantity? 4. What strategies has the Bidder used in the past to purchase organics without increasing costs? Please describe Bidder’s strategy to increase organic purchases for ACPD while simultaneously ensuring full use of USDA commodity foods annual entitlement. 5. Please list the USDA Organic certified farms or suppliers from which the Bidder buys. How long has the Bidder contracted with these farms or suppliers? Does the Bidder have a formal contract or purchasing arrangement? If so, please describe.   Please provide the plan in the space below. Use additional space as needed. | |

**VALUE CATEGORY NO. 3 - VALUED WORKFORCE**

|  |  |
| --- | --- |
| Level | Purchasing Goals |
| 1 | **Sign the Labor Law Compliance below and take requested follow up steps with Suppliers**  AND  Increase Fair Food Spend: 5% of the total dollars spent annually for the resulting contract on food products, with a goal of increasing at least 2% per year will come from Level 1 fair sources (see page 34 of [GFPP](https://app.box.com/s/g1k9hmdjbklu05mi6qtvw7i59b99uy9x) for qualifying criteria). |
| 2 | **Sign the Labor Law Compliance below and take requested follow up steps with Suppliers**  AND  Increase Fair Food Spend: 5% of the total dollars spent annually for the resulting contract on food products, with a goal of increasing at least 2% per year will come from Level 2 fair sources (see page 34 of [GFPP](https://app.box.com/s/g1k9hmdjbklu05mi6qtvw7i59b99uy9x) for qualifying criteria). |
| 3 | **Sign the Labor Law Compliance below and take requested follow up steps with Suppliers**  AND  Increase Fair Food Spend: 5% of the total dollars spent annually for the resulting contract on food products, with a goal of increasing at least 2% per year will come from Level 3 fair sources (see page 34 of [GFPP](https://app.box.com/s/g1k9hmdjbklu05mi6qtvw7i59b99uy9x) for qualifying criteria). |

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| **Detail On Labor Law Requirements at All Levels**  **Contractor agrees to Labor Law Compliance and Take Requested Follow Up Steps with Supplier**  Contractor signs in writing that Contractor and all suppliers respect the freedom of association of farmers, ranchers, and fisherfolk and that contractor and all suppliers comply with domestic labor law (including state and local) in countries where they produce goods and services, as well as the core standards of the International Labor Organization (ILO): (1) Freedom of association and the right to collective bargaining. (2) Elimination of all forms of forced or compulsory labor. (3) Abolition of child labor. (4) Elimination of discrimination with respect to employment or occupation. AND If Contractor and/or suppliers are found to have health & safety and/or wage & hour violations within the past three years, the County requests information from that Contractor and/or supplier about steps taken to mitigate past violations and prevent future violations, such as worker education and training. ACPD may reserve the right to cancel the contract with a contractor with serious, willful, repeated, and/or pervasive labor violations and/or require its contractor to cancel its contract with the supplier with serious, willful, repeated, and/or pervasive violations over the next year after the letter is sent.   |  | | --- | | **BIDDER:**  **PRINCIPAL: TITLE:**  **SIGNATURE:** ? **DATE:** | |
| Please submit a plan to demonstrate an understanding and compliance of the requirements of the level of commitment.   1. Please describe how Bidder will ensure at least 5% of ACPD’s annual food spend meets level 3 valued workforce requirements (suppliers or farms have union contracts or are worker-owned cooperative.) 2. Please describe specific products Bidder plans to purchase from specific suppliers or farms for use in ACPD meals. How does the Bidder plan to track this spending? 3. Please list the union-represented suppliers and/or worker-owned cooperatives from which Bidder buys. How long has the Bidder contracted with these suppliers? Does the Bidder have a formal contract or purchasing? 4. Are Bidder’s employees represented by a union? If so, please describe. Is Bidder a worker-owned cooperative?   Please provide the plan in the space below. Use additional space as needed. |

**VALUE CATEGORY NO. 4 - ANIMAL WELFARE**

|  |  |
| --- | --- |
| Level | Question |
| 1 | Option 1a: 15% of the total dollars spent annually for the resulting contract on egg, dairy, and meat products will come from Level 1 animal welfare requirements (see page 39 of [GFPP](https://app.box.com/s/g1k9hmdjbklu05mi6qtvw7i59b99uy9x) for qualifying criteria).  OR  Option 1b: 5% of the total dollars spent annually for the resulting contract on egg, dairy, and meat products will come from Level 3 local food sources.  OR  Option 2: Replace 15% of the total volume of animal products purchased with plant-based protein. |
| 2 | Option 1a: 15% of the total dollars spent annually for the resulting contract on egg, dairy, and meat products will come from products that meet at least Level 2 animal welfare requirements (see page 39 of [GFPP](https://app.box.com/s/g1k9hmdjbklu05mi6qtvw7i59b99uy9x) for qualifying criteria).  OR  Option 1b: 10% of the total dollars spent annually for the resulting contract on egg, dairy, and meat products will come from products that meet Level 3 animal welfare requirements.  OR  Option 2: Replace 25% of the total volume of animal products purchased with plant-based protein. |
| 3 | Option 1: 15% of the total dollars spent annually for the resulting contract on egg, dairy, and meat products will come from products that meet at least Level 3 animal welfare requirements (see page 39 of [GFPP](https://app.box.com/s/g1k9hmdjbklu05mi6qtvw7i59b99uy9x) for qualifying criteria).  OR  Option 2: Replace 35% of the total volume of animal products purchased for the resulting contract with plant-based protein. |
| Please submit a plan to demonstrate an understanding and compliance of the requirements of the level of commitment.   1. Please describe how the Bidder will procure at least 15% of ACPD’s animal products from certified humane suppliers at any level (1, 2 or 3)? Please be as specific as possible: what products will the Bidder purchases from what suppliers and in what quantity? 2. Please attach Product Specification Sheets showing humane certification for products the Bidder plans to purchase here (e.g., Certified Humane Cage Free, GAP Steps 1-3, USDA Organic, etc.) 3. What strategies has the Bidder used in the past to purchase certified humane products without increasing costs? 4. Please describe how the Bidder will reduce animal protein, particularly beef and cheese, on ACPD’s menus by at least 15%? How will the Bidder track animal protein content on menus and incorporate reduction goals into menu planning priorities? 5. What strategies has the Bidder successfully used in the past to serve high quality, vetted menus that reduce animal protein? 6. What vetted menu items does the Bidder currently produce that are either vegan or have creditable protein from both animal and plant sources (e.g., beef and bean chili)? 7. Please attach two (2) recipes that show at least 50% of the creditable protein is from plant sources.   Please provide the plan in the space below. Use additional space as needed. | |

**VALUE CATEGORY NO. 5 – NUTRITION**

|  |  |
| --- | --- |
| Level | Goals |
| High  Priority | Healthy Procurement  Increase the amount of whole or minimally processed foods purchased by 5% from baseline year, with a 25% increase goal within 5 years.  If meat is offered, reduce purchase of red and processed meat by 5% from baseline year, with a 25% reduction goal within 5 years.  Fruits, vegetables, and whole grains account for at least 50% of total food purchases by volume.  All individual food items contain ≤ 480 mg sodium per serving. Purchase “low sodium” (≤ 140 mg sodium per serving) whenever possible.  Added sugars (including natural and artificial sweeteners) in purchased food items should be no more than 10% of Daily Value per serving (DV is 50g). Or, commit to implementing an added sugar reduction plan in overall food and beverage purchases.  Healthy Food Service Environment  Healthy beverages account for 100% of beverage options offered, and diet drinks containing artificial sweeteners are eliminated. If healthy beverages account for at least 50% of beverage options offered, one check will be earned.  Offer free drinking water at all meals, preferably cold tap water in at least a 4 oz. cup.  Offer plant-based main dishes at each meal service.  Healthy Equity  Institution actively supports or sponsors initiatives that directly expand access to healthy food for low-income residents or communities of color. Examples of qualifying initiatives:   * 1. Support at least one neighborhood-based community food project that expands access to healthy food for low-income residents such as a procurement agreement with a corner store that carries healthy food in a low-income census tract, or a low-cost Community Supported Agriculture program dedicated to serving low-income families, or a farmer’s market located in a low-income census tract that accepts EBT. |
| Priority | Healthy Procurement  All juice purchased is 100% fruit juice with no added sweeteners and vegetable juice is Low Sodium as per FDA definitions. All 100% fruit and vegetable juice single serving containers are <12 ounces for adults and children aged 7-18, and <6 oz. for children aged 1-6.  If dairy products are offered, purchase Fat-Free, Low-Fat or reduced fat dairy products, with no added sweeteners (including natural and artificial sweeteners).  All pre-packaged food has zero grams trans-fat per serving and does not list partially hydrogenated oils on the ingredients list (as labeled).  At least 50% of grain products purchased are whole grain rich.  Offer at least one salad dressing option that is a low-sodium, low-calorie, low-fat creamy salad dressing. Offer olive oil and vinegar (e.g., balsamic, red wine) at each meal service.  Healthy Food Preparation  Eliminate the use of hydrogenated and partially hydrogenated oils for cooking and baking. Eliminate the use of deep frying and eliminate use of frozen or prepared items that are deep fried upon purchase.  Prioritize the preparation of all vegetables and protein, including fish, poultry, meat, or meat alternatives in a way that utilizes vegetable-based oils or reduces added fat (broiling, grilling, baking, poaching, roasting, or steaming).  Healthy Food Service Environment  If applicable, combination meals that serve an entrée, side option, and beverage offer water as a beverage alternative AND offer fresh fruit or a non-fried vegetable prepared without fat or oil as a side option.  Adopt one or more product placement strategies such as:  Prominently feature fruit and/or non-fried vegetables in high-visibility locations.  Display healthy beverages in eye level sections of beverage cases (if applicable).  Remove candy bars, cookies, chips and beverages with added sugars (such as soda, sports and energy drinks) from checkout register areas/point-of-purchase (if applicable).  Healthy food and beverage items are priced competitively with non-healthy alternatives.  Adopt one or more marketing/promotion/signage strategies, such as:   * 1. Highlight fruit with no-added sweeteners and non-fried vegetable offerings with signage. |
| Please submit a plan to demonstrate an understanding and compliance of the requirements of the level of commitment.   1. Please describe how Bidder prioritizes nutrition in the menu planning and recipe development process. 2. What innovative menu options have the Bidder developed that highlight minimally processed whole ingredients and/or whole grains? 3. How does the Bidder limit refined sugar and sodium, while optimizing taste and appeal?   Please provide the plan in the space below. Use additional space as needed. | |

**GFPP Traceability Report Sample**

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| Bidder must provide a sample of traceability report expect to utilize during the term of contract to ACPD in the space below. The traceability report should include the following information for each food group: FRUIT/VEGETABLE, MEAT/POULTRY, DAIRY and GRAINS – to include:   1. Product name, 2. Volume purchased, 3. Name and location of each supplier along the supply chain (to include all distributors, wholesalers, processors, manufacturers, shippers, AND farm(s) of origin), 4. Amount spent for each product (price per volume) and total dollar value spent on each individual product from a particular farm or ranch, and 5. Amount spent for each organic product (price per volume) and total dollar value spent on each individual product from a particular farm or ranch. |
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**Maximum Length: None**

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| **GOOD FOOD PURCHASING VENDOR PLEDGE** |

Any Bidder who submits a bid in an effort to conduct business with Alameda County Probation Department will commit to working with the Center for Good Food Purchasing (The Center) staff in support of ACPD’s commitment to the [Good Food Purchasing Program](https://app.box.com/s/g1k9hmdjbklu05mi6qtvw7i59b99uy9x) (GFPP) by taking the following steps:

1. Communicating our participation in the [GFPP](https://app.box.com/s/g1k9hmdjbklu05mi6qtvw7i59b99uy9x) to all farmers, food suppliers, food manufacturers, and other subcontractors you may work with.
2. Establishing supply chain accountability and a traceability system to verify sourcing commitments and sharing this information with The Center and ACPD when requested.
3. Complying with due diligence, reporting requirements to assess baseline purchases and measure annual progress:
   1. Time period of purchase (such as month and year, or range of months)
   2. Farmer AND/OR Processor/Shipper/Manufacturer/Broker/Wholesaler (whichever is applicable)
   3. Brand (if applicable)
   4. Farm location AND/OR processing or manufacturing location at the city level (whichever is applicable)
   5. Vendor item number
   6. Manufacturer product code (if applicable)
   7. UPC code (if applicable)
   8. Product description
   9. Known certifications (if applicable)
   10. Pack size
   11. Quantity purchased and UOM
   12. Net weight per quantity (in lbs.)
   13. Total weight (in lbs.)
   14. Cost per unit
   15. Total cost per quantity purchased
   16. Total dollar value spent for all food items purchased as part of this contract
4. Working with and providing data to The Center and ACPD to complete a baseline purchasing assessment of food procurement practices for analysis.
5. Working with The Center and ACPD to annually increase the procurement of food aligned with the core values of the [GFPP](https://app.box.com/s/g1k9hmdjbklu05mi6qtvw7i59b99uy9x).
6. Seeking to bring The Center and ACPD new products that demonstrate innovation and progress as it relates to the [GFPP](https://app.box.com/s/g1k9hmdjbklu05mi6qtvw7i59b99uy9x).

**The undersign has reviewed the GFPP and fully understands the baseline requirements for this program and agree to comply with the value categories and traceability that they have committed to.**

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| **BIDDER:**  **PRINCIPAL: TITLE:**  **SIGNATURE:** ? **DATE:** |

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| **REFERENCES** |

**Instructions**: On the following page is the templates that Bidders are to use for providing references. Bidders are to provide a list of one (1) current and four (4) former references. References must be satisfactory as deemed solely by County.

Services or goods provided by Bidders to the references should have similar scope, volume, and requirements to those outlined in these specifications, terms, and conditions.

Bidders should verify that the contact information for all references provided is current and valid. If a reference cannot be contacted, it may affect the qualification and scoring of the Bidders’ bid proposals.

Bidders are strongly encouraged to notify all references that the County may be contacting them to obtain a reference.

The County may contact some or all the references provided in order to determine items such as Bidders’ years of experience and performance records on work similar to that described in this request.

The County reserves the right to contact individuals/entities for references other than those provided in the Response and to use any information obtained in the evaluation process.

NOTE: Bidders should not list the County department requesting services/goods as part of the references.

|  |
| --- |
| **REFERENCES** |

RFP No. 902215

Juvenile Facility Food Services

Bidder Name:

ONE (1) CURRENT REFERENCE

|  |  |
| --- | --- |
| Company Name: | Contact Person: |
| Address: | Telephone Number: |
| City, State, Zip: | Email Address: |
| Services Provided / Date(s) of Service: | |

**FOUR (4) FORMER REFERENCE**

|  |  |
| --- | --- |
| Company Name: | Contact Person: |
| Address: | Telephone Number: |
| City, State, Zip: | Email Address: |
| Services Provided / Date(s) of Service: | |

|  |  |
| --- | --- |
| Company Name: | Contact Person: |
| Address: | Telephone Number: |
| City, State, Zip: | Email Address: |
| Services Provided / Date(s) of Service: | |

|  |  |
| --- | --- |
| Company Name: | Contact Person: |
| Address: | Telephone Number: |
| City, State, Zip: | Email Address: |
| Services Provided / Date(s) of Service: | |

|  |  |
| --- | --- |
| Company Name: | Contact Person: |
| Address: | Telephone Number: |
| City, State, Zip: | Email Address: |
| Services Provided / Date(s) of Service: | |

\*Use additional pages as necessary

|  |
| --- |
| EXCEPTIONS AND CLARIFICATIONS |

**Instructions**: Bidders must use the **Exceptions and Clarifications** form to identify and list below any and all exceptions and/or clarifications to the RFP and associated Bid Documents and submit them with the bid proposal.

**THE COUNTY IS UNDER NO OBLIGATION TO ACCEPT ANY EXCEPTIONS AND CLARIFICATIONS; ANY SUCH EXCEPTIONS AND CLARIFICATIONS MAY BE A BASIS FOR BID PROPOSAL DISQUALIFICATION.**

|  |  |  |  |
| --- | --- | --- | --- |
| **Reference to:** | | | **Description** |
| Page No.  EXAMPLE | Section | Item No. |  |
| **p. 23** | **D** | **1.c.** | ***Bidder takes exception to…*** |
|  |  |  |  |
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\*Use additional pages as necessary

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| --- |
| INSURANCE REQUIREMENTS |

**Instructions**: Insurance certificates are not required at the time of submission; however, by signing the Bid Response Packet and submitting a bid proposal, the Bidder agrees to meet the minimum insurance requirements and provide any documentation requested by County upon request.

Insurance documentation must be provided to the County before award and include an insurance certificate and additional insured certificate, naming the County of Alameda, which meets the minimum insurance requirements, as stated in the RFP.

The following page contains the minimum insurance limits required by the County of Alameda to be held by the Contractor performing on a contract issued from this RFP:

see next page for county of alameda

minimum insurance requirements

**Text

Description automatically generated**

**EXHIBIT B**

# Juvenile Justice Center Food Services Kitchen Diagram

Diagram, engineering drawing

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**MEAL, FOOD TRAY, AND SERVEWARE PHOTOS**

**Pre-packaged Meal: Photo 1**

A hand holding a package of food

Description automatically generated with low confidence

# EXHIBIT C

**SAMPLE QUARTERLY PERFORMANCE REPORT**

**PERFORMANCE CATEGORY DEFINITIONS & FACTORS**

The five categories listed below are used by County to assess the contractor’s performance during quarterly evaluations and final evaluation. Each evaluation category is described, and examples of possible factors are provided.

1. **QUALITY**: The contractor achieved desired outcomes with a minimum of avoidable errors and problems. Work met the requirements, expectations, or desired outcomes as set forth in the contract/scope of work. The work was accurate and complete. The work was done in an efficient and effective manner.

*Factors:*

* + **Overall compliance with the contract**—the contractor should comply with the terms and conditions (to include program and funding requirements) of the contract and show an understanding of agency’s standards and expectations;
  + **Conformity to specifications**—the product or service must conform to the specifications identified in the original solicitation and contractual agreement. The product should perform and/or the services should be provided as expected;
  + **Reliability**—the rate of product failure is within reasonable limits or repairs and rework is acceptable;
  + **Durability**—reasonable period of time lapses before replacement is necessary;
  + **Support**—should be available from the contractor in a reasonable period of time and meets the need for assistance;
  + **Warranty**—reasonable length and provisions of warranty protection is offered and problems are resolved in a timely fashion; and
  + **State-of-the-art product/service**—the contractor offers products and/or services consistent with industry standards. The contactor should consistently refresh product life by adding enhancements.

1. **TIMELINESS**: The contractor performs work within the time frames identified or specified in the contract/scope of work and keeps the project on schedule.

*Factors:*

* + The contractor delivers product and/or services by date agreed to in the contract;
  + The contractor meets timelines for the submission of deliverables such as reports, plans, invoices, etc.;
  + The contractor responds/replies to requests for information or assistance in a reasonable period of time; and
  + The contractor’s average delivery time is comparable to that of other contractors for similar products and/or services.

1. **PRICE/BUDGET:** The contractor effectively manages costs and the value of the product and/or services received supported the costs. The contractor adhered to budget as specified in the contract/scope of work.

*Factors:*

* + Contractor’s invoices are accurate with appropriate backup documentation;
  + Estimates should not vary from the final invoice;
  + There are a low number of variances from the initial agreed to prices and the costs stated on received invoices; and
  + The contractor should be sensitive to costs and demonstrate respect for funding and the agency’s needs.

1. **BUSINESS RELATIONS/CUSTOMER SERVICE:** The degree to which the contractor is professional and respectful in its business approach and interactions with the agency.

*Factors:*

* + The contractor representative is courteous, cooperative and has a professional approach in all forms of communication;
  + The contractor representative handles complaints efficiently and effectively;
  + The contractor representative is knowledgeable about the project and/or has the expertise to provide assistance as requested;
  + The contractor manages change effectively;
  + The contractor representative attempts to resolve problems in a timely manner and follows up with a status report;
  + The contractor representative should provide technical support for maintenance, repair, and installation situations. Technical instructions, documentation and general information should also be provided; and
  + The contractor provides training on the effective use of its products or services.

1. **DELIVERABLES/REQUIREMENTS**: The degree to which the contractor is compliant in meeting the standards of contract requirements and deliverables.

*Factors:*

* + All deliverables submitted are complete, accurate, submitted within the required timeline using required forms or format if applicable; and
  + Requirements are demonstrated and/or documented.

**SAMPLE QUARTERLY PERFORMANCE REPORT**

The department Contract Officer Representative will complete the Quarterly Performance Report and should occur once every three months.

|  |  |  |  |
| --- | --- | --- | --- |
| **Department:** | **Procurement Contract#:** | **Contractor Name:** | **Contract Term:** |
| Alameda County Probation Department | *12345* | *John Smith Company* | *September 1, 2016 to August 31, 2017* |

|  |  |  |
| --- | --- | --- |
| **Evaluator’s Name/Title:** | **Evaluation Period:** | **Date Evaluation Completed:** |
| *John Smith / Food Services Manager* | *September 1, 2016 – December 31, 2016* | *January 4, 2017* |

The department Contract Officer Representative (COR) will complete this section for each evaluation after reviewing documentation maintained in the COR file, and any ALCOLINK, and Elation Reports. The default rating is “Standard”. If a category being rated is not applicable or documentation on is not available, the evaluation score defaults to “Standard”. The COR will Use the drop-down menu to provide an overall rating for each performance category.

|  |  |  |
| --- | --- | --- |
| **Performance Categories** | **Overall Rating** | **Please explain any “Below Standard” or “Above Standard” Rating** |
| Quality | *Standard* |  |
| Timeliness | *Standard* |  |
| Price/Budget | *Standard* |  |
| Business Relations/Customer Service | *Standard* |  |
| Deliverables/Requirements | *Standard* |  |
| **Please list and attach as a PDF file all documents used for the evaluations to the email:** | | |

**Signature**: *John Smith* **Name**: *John Smith* **Date**: *January 4, 2017*

* The above-named person certifies that this evaluation is factual and correct

**EXHIBIT D**

**EXTERNAL DOCUMENT LINK SUMMARY**

* + 1. **[Good Food Purchasing Program](https://app.box.com/s/g1k9hmdjbklu05mi6qtvw7i59b99uy9x)**
    2. [**County of Alameda Good Food Purchasing Policy**](https://acgovt-my.sharepoint.com/:b:/g/personal/christine_chan2_acgov_org/EQgo9FaFS-tLn30N39zvhWMBRdfzFuzYH3l85p3pqBoYWA?e=68avay)
    3. CCR Title 15, Division 1, Chapter 1, Subchapter 5, Article 9:

[**Title 15 Article 9.Food.Sections 1460-1467**](http://bscc.ca.gov/wp-content/uploads/Juvenile-Title-15-Effective-2019-1-1.pdf)

* + 1. [**Alameda County Nutrition and Physical Activity Policy**](https://www.acgov.org/sustain/documents/Nutr_Policy_Fact_Sheet.pdf)
    2. California Education Code, Article 2.5. The Pupil Nutrition, Health, and Achievement Act of 2001, Sections 49430-49434:

[**California Education Code Sections 49430-49434**](http://leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml?sectionNum=49430.&lawCode=EDC)

* + 1. **[SB 1383 regulations](https://www2.calrecycle.ca.gov/Docs/Web/118371)**
    2. [**Compliance**](https://calrecycle.ca.gov/organics/slcp/foodrecovery/donors/)
    3. Climate Action Plan ([**R-2010-170**](http://www.acgov.org/sustain/documents/climateactionplan_resolution.pdf))
    4. 75% Waste Diversion Policy ([**R-2008-213**](http://www.acgov.org/sustain/documents/75waste_reduction_resolution.pdf))
    5. Environmentally Preferable Purchasing Policy ([**R-2011-108**](http://www.acgov.org/sustain/documents/EPP_resolutionpolicy.pdf))
    6. [**Vendor Resources**](https://www.google.com/url?q=https%3A%2F%2Fapp.box.com%2Fs%2F8cqplzr6j7oy90bngqktvaxefwyzoayc&sa=D&sntz=1&usg=AOvVaw1g7PQVjp60EzgPwAqoEmUA)
    7. [**Food Allergen Labeling and Consumer Protection Act of 2004**](https://www.fda.gov/food/food-allergensgluten-free-guidance-%20documents-regulatory-information/food-allergen-labeling-and-%20consumer-protection-act-2004-falcpa)