

Invitation to Bid

Date: April 9, 2025

For the Project Titled

Montgomery County Jail Bid – FOOD SERVICE

Bid #2025-0401

Located at: 116 Commerce Street Clarksville, TN 37040

OWNER:

Montgomery County Sheriff's Office 120 Commerce Street Clarksville, TN 37040 Sheriff: John Fuson

This proposal solicitation document is available in an Adobe Acrobat (pdf) format. Any alterations to this document made by the proposer may be grounds for rejection of proposal, cancellation of any subsequent award, or any other legal remedies available to the Montgomery County Government.



Bid Advertisement – Jail Food Service

Proposals for the Montgomery County Jail Food Service, 116 Commerce Street, Clarksville, TN 37040 will be received by Elizabeth Black, Purchasing Agent, Montgomery County Purchasing until **10:00 A.M. CST on Wednesday, April 30,2025**, at which time the bids will be opened and read aloud. Sealed bids for the project will be received in person by Elizabeth L. Black Purchasing Agent, Montgomery County Purchasing Temporary Suite at 350 Pageant Lane, Suite 402, Clarksville, TN 37040. Bids may also be received online, please refer to the bid documents for instructions. A map to the location is included in the bid document.

The Scope of Work is to include: The management, labor, food, materials and supplies necessary to provide food service for Montgomery County Jail inmates, including special diet meals, seven days a week for a period of one year. This contract will allow for two additional one-year terms if both parties agree.

All proposals must be in a sealed envelope containing the proposal (or cover page if emailing) and provide the following information: the vendor's name, address, and the words "Bid – Jail Food Service"

No Proposer may withdraw their proposal for sixty (60) days following the proposal deadline. The right to reject any or all proposals and to wave technicalities is reserved by the owner.

A **MANDATORY** pre-proposal meeting will be held Wednesday, April 9, 2025, at the Montgomery County Jail, 120 Commerce Street, Clarksville, TN 37040 starting at 10:00 AM. We will meet in the lobby and proceed as a group to the conference room.

SPECIAL NOTE IF ANY VENDOR IS MORE THAN 15 MINUTES LATE TO THE PRE-PROPOSAL MEETING, THEY WILL NOT BE ALLOWED TO BID. PRE-PROPOSAL MEETING WILL BE CLOSED AS OF 10:15 A.M.

BID INVITATION INSTRUCTIONS (READ CAREFULLY)

- (1) **ALTERATIONS-** Any alterations, additions or omissions of required information, changes of the specifications or BID schedule, are at the risk of the vendor and may result in the rejection of the bid, unless the approver authorizes such changes.
- (2) BIDS All bids must be typed or written legibly in ink. Vendors, verify bids before submission. No bid may be withdrawn or changed after the official opening. Any mention of a specific make, model or brand is strictly for the purpose of comparison of character and quality of product being sought. All alternates will be reviewed and considered in comparison to request. This bid may be awarded in whole or in part to one or more bidders.
- (3) **DELIVERIES-** Montgomery County Government assumes no liability for merchandise or other materials delivered without written order of the purchasing director.
- **(4) RESPONSIBLE VENDORS-** Failure of a vendor to execute a purchase order awarded to him or to comply with any of the terms and conditions therein may disqualify him from receiving future business.
- (5) PROPOSING FIRM- The agent of the proposing firm hereby certifies to the best of his knowledge and belief that this bid/proposal submitted to Montgomery County has not been prepared in collusion with any other seller of similar products. The prices, terms and conditions of said bid/proposal have not been communicated by the undersigned nor by any employee or agent of the proposing firm to any other seller of similar products and will not be communicated to any such seller prior to the official opening of said proposal. The affiant further states that no official or employee of Montgomery County Government has promised any personal financial or other beneficial interest, either directly or indirectly in order to influence award of this bid.
- (6) IMPORTANT- To be acceptable, all bid/proposals must be on the correct form, and each such bid/proposal must be addressed and delivered to the Purchasing Director, Montgomery County, Tennessee, prior to the Bid/Proposal opening. Bid/Proposal envelopes must be sealed and clearly indicate the words, "BID (name of item or service)". Bids can be mailed to 350 Pageant Lane, Suite 101-E, Clarksville, TN 37040. Hand delivered bids can be brought to 350 Pageant Lane, Suite 402, Clarksville, TN 37040. Such bids/proposals delivered to other persons, locations, or on another form will not be acceptable. Electronic is an acceptable submission method via Bonfire or mocobids@mcgtn.net

All vendors awarded contracts agree to the terms and conditions herein set forth. The Purchasing Director reserves the right to reject any or all bids.

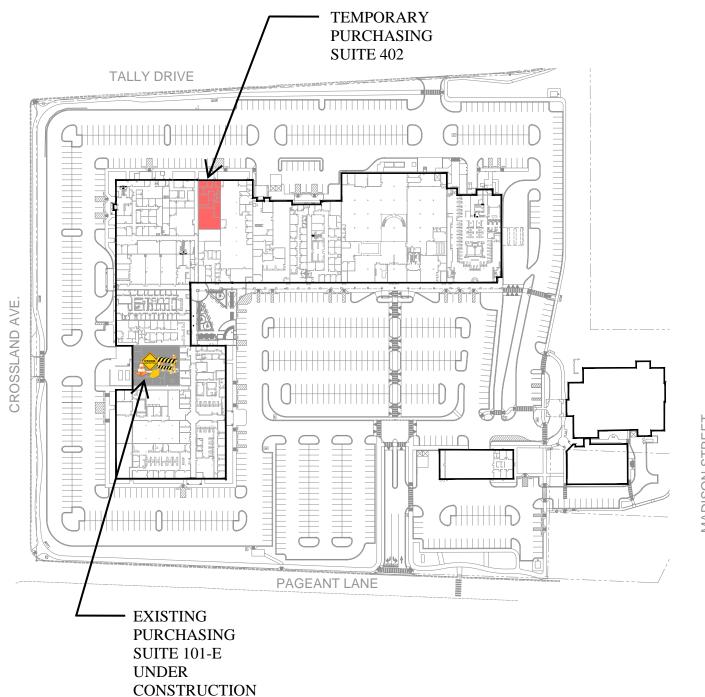
Elizabeth L. Black Purchasing Director Telephone: (931) 648-5720

elblack@mcgtn.net

MAP TO BID OPENING

Bids delivered by hand will be received at Montgomery County Purchasing at 350 Pageant Lane, Clarksville, TN 37040 in TEMPORARY SUITE 402.

Refer to Instructions to Bidders for Bids sent via mail or email.



MADISON STREET

REQUEST FOR BID Jail Food Services Montgomery County Government

1. PURPOSE:

The Montgomery County Sheriff's Office is seeking a vendor to handle the management, labor, food, materials and supplies necessary to provide food service for Montgomery County Jail inmates, including special diet meals, seven days a week for a period of one year. This contract will allow for two additional one-year terms if both parties agree.

2. TIMELINE:

Pre-Bid Meeting – Wednesday, April 9, 2025, 10 a.m. CST See advertisement for mandatory pre-bid meeting info.

Deadline for Questions – Thursday, April 17, 2025, at 2 p.m. CST. All questions must be submitted in writing to Elizabeth Black, Purchasing Director at mocobids@mcgtn.net.

Answers Provided – Wednesday, April 23, 2025 RFP Deadline/Bid Opening – Wednesday, April 30, 2025 at 10 a.m. CST

Bids submitted after the deadline will not be opened. Bids must be sealed and may be mailed, or hand delivered to the Montgomery County Purchasing Department. Bids can be mailed to 350 Pageant Lane, Suite 101-E, Clarksville, TN 37040. Hand delivered bids can be brought to 350 Pageant Lane, Suite 402, Clarksville, TN 37040. Bids should include all necessary documents and have the name of the proposer and the words "Bid – Jail Food Services" on the outside of the envelope. Proposals may also be submitted by email and can be sent to mocobids@mcgtn.net. If submitting by email, allow plenty of time for delivery as proposals must be received by the deadline. Make sure to put "Bid – Jail Food Services" in the subject of the email.

Vendors must guarantee that all information included in the bid will remain valid for a period of at least sixty (60) days from the date of the bid/proposal opening to allow for evaluation of all bids. Bids/proposals may be withdrawn at any time up until the time of opening. A withdrawn bid/proposal may be resubmitted up to the time designated for the receipt of bid/proposals provided it fully conforms to the same general terms and requirements.

Montgomery County is not responsible for any costs incurred by any vendor pursuant to the bid/RFP process. The vendor shall be responsible for all costs incurred in connection with the preparation and submission of its bid/proposal. Montgomery County does reserve the right to reject any and all bids.

3. TERM:

It is the intent of Montgomery County that the selected vendor shall furnish jail food services, for a period of one year, with the option for two (2) one-year extensions.

4. SPECIFICATIONS:

The Montgomery County Jail is seeking bids from prospective vendors who are interested in providing food service to the Montgomery County Jail and Workhouse. The Workhouse and weekender facility is located off-site from the jail location. Meals are prepared at the jail facility located at 116 Commerce Street, Clarksville, Tennessee. Currently, the workhouse located at 1221 Highway Drive does not have a need for meals to be delivered by successful vendor. If the remote site does require delivery of meals, successful vendor will be responsible for the delivery of all meals to the workhouse by using their own vehicle and employees. The distance from the Jail to the Workhouse is approximately three miles.

Montgomery County is exempt from all sales tax. The unit prices for this bid shall be exclusive of all such taxes. Successful vendor is expected to obtain and pay for all required Federal, State and local licenses and permits required for operation of the Food Service.

Vendors will need to have at least five years experience in food service and must provide with your bid submittal at least 3 references to include facility name, contact, addresses, telephone number and email address. References should be from facilities that are most similar in size and population to the Montgomery County facility.

The successful vendor shall furnish all management, labor, food, materials and supplies necessary to provide food service for Montgomery County Jail inmates, including special diet meals, seven days a week for a period of one (1) year with the option for the two (2) additional one-year extensions. Jail administrators, Assistant Chief Deputy Joe Thomas and/or Captain Darrell Allison, and/or delegated command staff deputies will serve as Contracting Officer(s) who shall act as the agent for Montgomery County Jail. Contracting Officers will oversee performances and completion of the contract pursuant to its terms, conducting periodic inspections of the food service area, reviewing menus, and receiving, reviewing, and processing billings from the vendor. Matters pertaining to payment will be conducted through the Administrative Services Bureau in concert with the Contracting Officers.

Successful vendor shall comply with all applicable Federal and State laws relating to discrimination and equal employment opportunity, including the Americans with Disabilities Act, and shall furnish documentation of compliance with such laws as reasonably requested.

The successful vendor shall assume full responsibility and shall indemnify Montgomery County Jail for any damage or loss of any of this facility's property, including the building, fixtures, furnishings, equipment, supplies, accessories or parts resulting in whole or part from any negligent acts or omissions of the potential vendor or any

employee, agent or representative of the potential vendor, except for negligence by Montgomery County Jail.

The successful vendor shall perform the work in accordance with specifications. Failure to perform the work as provided therein may result in a written notice to correct the concern followed by a thirty (30) day written notice terminating its right to proceed as to the whole or any part of the contract. In the event of such termination, the successful vendor shall be liable to this facility for any excess costs for such services.

This contract may be terminated by either party with a ninety (90) day written notice sent by certified mail. Written notice to this facility must be sent to:

Sheriff John Fuson, Montgomery County Sheriff's Office 120 Commerce Street, Suite 501 Clarksville, TN 37040

The successful vendor shall not subcontract or assign any portion of the food service operation or its rights or obligations under the contract without prior written consent of the Montgomery County Jail Administrator.

Should the Montgomery County Jail kitchen be damaged by fire, flood, riot or any event that would render the kitchen inoperable, the Montgomery County Jail shall determine, after consultation with the potential vendor, whether and to what extent the kitchen is operable. If the successful vendor cannot then prepare and serve the required meals, this facility, at its option may continue with the contract or terminate without further obligation.

The successful vendor must include in the bid proposal a detailed description of the vendor's emergency plan for providing alternate food service in case of an emergency such as mentioned above.

The successful vendor shall provide a trained food service manager with at least two (2) years experience in institutional Food Service Management or similar experience in correctional facilities. The food service manager will work with the administration of this facility. The successful vendor shall provide the contracting officer with the prospective manager's resume and qualifications. Employment of the manager and all other employees of the vendor at this facility will be subject to review and approval by the Sheriff's Office Administration.

Successful vendor shall provide a full time qualified nutrition consultant, who is at minimum, a certified dietician licensed by the State of Tennessee, on its staff for consultation and review of menus. Montgomery County reserves the right to consult with an outside dietician for nutritional information if deemed necessary.

Successful vendor shall provide sufficient staff at all times, so not to effect the operation of the inmate food service.

The successful vendor must pay minimum wage, or higher, as defined by the State of Tennessee.

This facility has the right to have background checks and investigations on all potential hires. Montgomery County Jail reserves the right to deny any employees access to the facility that do not meet security clearances.

All employees shall be required to undergo physical exams specified by the state and local regulations at the successful vendor's expense.

All employees are required to attend any mandatory training as required by this department at the successful vendor's expense. Employees will obtain ServSafe Food Handler Certification as outlined in the State of Tennessee Department of Education's publication.

https://www.tn.gov/content/dam/tn/education/ccte/eps/credentials/cte_sic_ServSafeFoodHandler.pdf

The successful vendor must provide a photo I.D. badge for all employees. All employees must carry their I.D. badge on their person at all times and present it to this facility's staff before entering the facility.

The successful vendor's employees shall adhere to all rules and regulations, policies and procedures established by the Montgomery County Jail. In addition:

- A. Abuse of office telephone from successful vendors employees is prohibited.
- B. All employees shall be required to comply with Tennessee rules and regulations concerning food service.
- C. All employees shall not fraternize with inmates or facility employees.
- D. No food, supplies, material or equipment provided, being utilized in the performance of the contract shall be removed from this facility for personal use or used in any manner not provided herein without approval from the Administration

The successful vendor shall provide this facility proposed individual job descriptions and levels of responsibility. This facility shall appoint a person from its staff to oversee the contract. This person shall randomly check for contract compliance. The successful vendor shall cooperate with this person in obtaining all requested information.

FOOD SPECIFICATION

All food shall be provided by the successful vendor and prepared on-site.

The following are the minimum specifications for raw food; higher but not lower grades can be purchased. Vendor will use commodities as much as possible.

- a. Dairy products shall be of at least USDA Grade A
- b. Eggs shall be of at least USDA Grade A Medium
- c. Fresh produce shall be of at least USDA NO. 2
- d. Frozen fruits and vegetables shall be of at least USDA Grade B
- e. Canned fruits and vegetables shall be of at least USDA Grade C
- f. Ground Beef-utility or better, not to exceed 25% fat
- g. Poultry shall be of at least USDA Grade A
- h. Beef, Veal and Lamb shall be of at least USDA choice
- i. Frozen fish and seafood must be a nationally distributed brand, packed under government inspection, USDA Grade A

Successful vendor agrees to assist Montgomery County Jail in securing surplus food items when minimum quality standards are satisfied and when costs of a given surplus item are less than that available to the potential vendor. If surplus food is used, the vendor agrees to fully utilize all appropriate surplus food commodities obtained by this facility from the US Department of Agriculture. Commodities should not be used in calculating meal prices. The difference between the cost of the commodities received each month and current market cost for such commodities shall be applied as a credit and applied to the next invoice to this facility. Vendor shall follow all record keeping requirements of the USDA for purchasing surplus food.

All meals shall meet current FDA requirements. Menus shall provide 3000 calories per day. Food will be served fresh, in a reasonable variety and at appropriate temperatures. Portion sizes shall be specified on proposed menus as serving (cooked) weight unless otherwise specified.

Successful vendor shall be responsible for purchasing and receiving all food necessary for preparation of each meal in sufficient quantity to meet the needs of inmates during the period of the contract. Vendor must maintain, at a minimum, a 3-day supply of foods

on hand. All inventories shall be rotated regularly, and the vendor shall ensure that the food items are not served after the manufacture's expiration date. Vendor shall retain ownership of such inventory.

Montgomery County Jail will order inmate meals, special diet meal and sack meals by submitting an inmate count to the kitchen; however, the vendor shall prepare sufficient additional meals in the event of newly arrived inmates.

Meals shall be portioned on trays in the kitchen and placed in a cart in the staging area. Vendor employees will prepare and stack feeding trays. The food trays will be delivered by deputies to the designated housing units.

A means and method for providing Montgomery County staff and approved individuals to purchase meals must be detailed in the bid response. Additional cost of using "To Go" items for this purpose may be incorporated into the cost paid by the staff member or approved individuals for "Staff Meals". Montgomery County will not be invoiced for "Staff Meals" and vendor will provide, at a minimum, a summary of "Staff Meals" provided monthly in their proposed means and method.

Vendor shall provide three full nutritionally balanced hot meals each day at regularly scheduled times as follows:

Breakfast: Start 04:30 Ending 05:30 Lunch: Start 11:00 Ending 12:00 Dinner: Start 16:30 Ending 17:30

Due to the activity of the Jail with additional duties, times may need to change with ample notice.

Vendor shall provide sack lunches as needed. Sack lunches can be ordered for inmates that cannot eat during regular meal times anytime the kitchen is open. Sack lunches will consist of, at minimum, two sandwiches, and one bag of chips, two cookies and juice. Vendor must be prepared to serve up to one hundred (100) sack lunches a day, as needed.

The menu cycle will be four (4) weeks minimum and will be submitted for approval by the administrator at least 30 days in advance. Vendor shall submit, as part of its bid, the proposed menu cycles to be served. The vendor reserves the right to request that the order of the menu be rearranged, and that like or similar items be submitted if the need shall arise or if commodity is available.

Where combination foods are on the menu, the vendor shall have a file containing the recipe that provides the list of ingredients and their quantities, also the number of servings and the size of each serving. Recipes for the menus shall be maintained on-

site. Any substitution to the established menus shall be verified with a dietitian to determine the appropriateness of those substitutions.

The successful vendor shall provide special medical, religious and vegetarian diets at no additional charge. Snacks are to be included in the price per meal. A dietitian shall review the contents of such meals to ensure their proper nutritional balance.

The successful vendor shall keep a permanent record of the number of meals served, the food content of each meal and any menu substitutions or modifications, with copies provided to this facility.

The successful vendor is expected to provide, at no additional charge, a minimum of three (3) holiday meals annually. A copy of the menus is to be included in the proposal.

The successful vendor and its employees must safeguard all property of this facility. The vendor shall allow employees to use this facility equipment only after they have been trained on its proper use. The vendor shall be held responsible for damage resulting from negligence or carelessness on the part of its employees. The vendor shall notify this facilities designee immediately of the need for equipment repair and maintenance. Montgomery County Jail will maintain all owned equipment.

The successful vendor employees are responsible for control of keys issued by this facility and security of all knives and kitchen utensils. An inventory of such items will be done daily.

The successful vendor shall be responsible for all labor related costs, food costs and other expenses such as all cleaning supplies, paper supplies, laundry and uniforms for vendor's employees, insurance premiums and license fees, long distance expenses, fax lines, office supplies and postage.

The successful vendor employees will be responsible for the cleaning and sanitation of the kitchen. This is to include all equipment, utensils, food trays, food carts, removing trash from building, walls and floors of the kitchen.

Successful vendor's employees are to be clean and neat in appearance to include free from disease or open wounds. The following are responsibilities for the Jail Administration to support the successful vendor.

- a. All equipment expenses, repairs and maintenance.
- b. Provide a monthly pest and varmint control.
- c. Provide an office with a desk, phone, but no long distance.

- d. Provide laundry service for all aprons, towels, dishcloths, cleaning rags. The vendor's employees will be responsible for the maintenance and cleaning of their own uniforms.
- e. Provide a timely inmate count for meals to be served.
- f. Provide a sufficient supply of departmental forms used for food service.

Montgomery County Jail will be responsible for any invoices from successful vendor to be paid in a timely manner. This facility pays in monthly increments. The successful vendor will be responsible for delivery of the invoices in a timely manner to the administration office.

The successful vendor shall carry appropriate insurance on its employees, products and property, including workers' compensation and general liability in the minimum amount of \$1,000,000.00 per occurrence with aggregate of \$2,000,000.00.

The successful vendor shall provide Montgomery County Jail not later than the date of commencement of service under the contract with certificates of insurance for the foregoing coverage, which designate this facility as an additional insured with respect to the vendors participation in the contract and which includes a provision that the coverage shall not be cancelled, terminated or otherwise modified without a thirty (30) day prior written notice provided to this facility. Cancellation of insurance shall be cause for immediate cancellation of the contract.

Should it be necessary for Montgomery County Jail to discontinue operation of this institution for any reason, this contract shall become null and void.

Montgomery County reserves the right to reject any or all bids, to waive any informality in bids and to accept the bid that, in the opinion of Montgomery County Jail, is in the best interest of this facility. The award will not necessarily go to the bid with the lowest price, but to the bid which best demonstrates the ability to fulfill the requirements of the specifications.

The bid price that is accepted by both the vendor and Montgomery County will hold solid for all three (3) years of this bid agreement with no increases from vendor allowed.

This bid will be awarded for a one (1) year period, with the option for two (2) additional one-year extensions, providing service, pricing, quality, etc are met satisfactory with Montgomery County.

INMATE LABOR

The Montgomery County Jail will provide a minimum of four (4) inmates per day.

Inmates **can** perform the following tasks:

- Move food service deliveries from the loading docks to the kitchen (not into coolers/freezers, storage rooms or kitchen office)
- Serve on the serving line
- Use serving utensils on the serving line
- Prepare sandwiches, only if food products are precut
- Operate the dishwasher
- Assist with cleaning the kitchen
- Carry heavy items around inside the kitchen area (not into or from coolers/freezers, storage rooms or kitchen office)

Inmates will not perform the following tasks:

- Enter coolers/freezers, storage room or kitchen office
- Use any knife or sharp object
- Use any equipment used for cooking or preparing food
- Remove hot food or any hot item from one area to another
- Use any chemicals
- Remove trash from kitchen area

Any other task that you request or need clarification on must be addressed at the pre-bid meeting. A facility walk through will be available during this meeting.

Please provide pricing as follows:

Three Year Pricing

- 1. Price per meal with inmate labor:_____
- 2. Price per meal without inmate labor:_____
- 3. Price per "Staff Meal" with inmate labor: _____ ; without inmate labor:_____



Elizabeth L Black Purchasing Director 350 Pageant Lane Suite 101-E Clarksville, Tennessee 37041

Phone: (931) 648-5720 elblack@mcgtn.net

IRAN DIVESTMENT ACT

Certification of Non-inclusion

NOTICE: Pursuant to Divestment Act, Tenn. Code Ann. 12-12-106 requires the State of Tennessee Chief Procurement Officer to publish, using creditable information freely available to the public, a list of persons it determines engage in investment activities in Iran, as described in 12-12-105. Inclusion on this list makes a person ineligible to contract with the State of Tennessee; if a person ceases its engagement in investment activities in Iran, it may be removed from the list. A list of entities ineligible to contract in the State of Tennessee Department of General Services or any political subdivision of the State may be found here:

https://www.tn.gov/assets/entities/generalservices/cpo/attachments/List of persons pursuant to Tenn. Code Ann. 12-12-106, Iran Divestment Act-July.pdf

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to T.C.A. 12-12-106.

Vendor Name (Printed)	Address
By (Authorized Signature)	Date Executed
Printed Name and Title of Person Signing	



Elizabeth L. Black Purchasing Director 350 Pageant Lane Suite 101-E Clarksville, Tennessee 37041

Phone: (931) 648-5720 elblack@ mcgtn.net

Non-Boycott of Israel Act TCA 12-4-1

Concerning the Non-Boycott of Israel Act (TCA 12-4-1 et seq.), by submission of this bid/quote/proposal, it is certified by each supplier and each person signing on behalf of any supplier. In the case of a joint bid/quote/proposal, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each supplier is not boycotting Israel pursuant to § 12-4-1 and will not during the term of any award. **Note: Applicable only to contracts of \$250,000 or more and to suppliers with 10 or more employees.**

The undersigned hereby acknowledges receipt of these affidavits and certifies that submittal in response to this solicitation is in full compliance with the listed requirements. Failure to give proper acknowledge to issues concerning the above is grounds for bid rejection and may subject the signer to penalties as directed by the appropriate laws.

Organization Representative/Designee	Date
Organization Name	
Address	
Phone	

Elizabeth L. Black Purchasing Agent 350 Pageant Lane Suite 101-E Clarksville, Tennessee 37041

Phone: (931) 648-5720 elblack@mcgtn.net

Contract Number

TITLE VI CONTRACT ASSURANCE

It is the policy of Montgomery County Government not to discriminate on the basis of race, color, national origin, age, sex, or disability in its hiring and employment practices; or in admission to, access to, or operation of its programs, services, and activities. With regard to all aspects of this contract, Contractor certifies and warrants it will comply with this policy.

Please I	Print:			
	Contractor's Name			
	Street Address			
	City	State	Zip Code	
	Contractor's Phone Numb	er		
I,			, hereby agree to	
abide by	y the Title VI Regulations.			
Signatu	re			
Date				
For Tit	tle VI compliance, we ask	for voluntary disclosure	e of the following information:	
Owner	ship Type (please check a	ll that apply):	African American Owned I Women Minority Owned B Female Owned Business Native American Owned B Hispanic Owned Business Asian Owned Business Disabled Owned Business All Others	usiness