

WALLER COUNTY, TEXAS

REQUEST FOR PROPOSALS FOR CONTRACT FOR JAIL FOOD SERVICES

PROPOSAL NO. 18-01A

DUE DATE: Tuesday, April 17, 2018
DUE TIME: 2:00 p.m.

SUBMISSION OF BIDS: Sealed bids shall be submitted to:

**WALLER COUNTY AUDITOR'S OFFICE
WALLER COUNTY COURT HOUSE
836 AUSTIN STREET, STE. #221
HEMPSTEAD, TEXAS 77445**

OPENING DATE: Wednesday, April 18, 2018
OPENING TIME: 9:00 a.m.

OPENING PLACE: Waller County Commissioner's Court
836 Austin Street, Suite 201
Hempstead, Texas 77445

AWARD DATE: Wednesday, April 25, 2018
AWARD TIME: 9:00 a.m.

AWARD PLACE: Waller County Commissioner's Court
836 Austin Street, Suite 201
Hempstead, Texas 77445

CONTACT: Major Larry D. Cook
Waller County Sheriff's Office
701 Calvit Street, Hempstead, Texas 77445
Telephone: (979)826-8282

Sealed proposals are solicited for a Contract of Jail Food Services for a one (1) year period beginning April 25, 2018, with three (3) one-year renewable option periods. Completed proposals, original and three (3) copies, along with a signed contract must be received in the Waller County Auditor's Office, 836 Austin Street, Suite 221 Hempstead, Texas 77445, no later than 2:00 p.m. on Tuesday, April 17, 2018. Sealed proposals will be opened and read aloud at 9:00 a.m., Wednesday, April 18, 2018 in the Waller County Commissioner's Court, 836 Austin Street, Suite 201, Hempstead, Texas 77445. Proposal package must be marked plainly with the following:

"JAIL FOOD SERVICES #18-01A"

Proposal responses received after the closing time and date will be returned to the sender unopened.
Facsimile (FAX) proposals are NOT accepted by Waller County.

REQUEST FOR PROPOSALS FOR WALLER COUNTY FOOD SERVICES

The County of Waller is seeking proposals for Food Services with:

- 4 weeks of rotating menus
- with the necessary food to prepare 3 meals daily
- for a 110 bed facility with an average daily population of 80 inmates,
- based on a 2800 per day calorie intake with no dietary restrictions and
- adaptive menus for inmates with special dietary needs.
- The services of a licensed dietician shall also be included in the pricing.

SECTION I

1. The County of Waller reserves the right to reject any and all proposals, which in its judgment, is in the best interest of the county and its employees.
2. Proposals shall conform to the attached specifications exactly. Any deviation **will** be grounds for rejection of the proposal.
3. Proposals must be submitted to the Auditor's Office no later than April 17, 2018 at 2:00 p.m.
4. Proposals must be sealed, and clearly marked "**JAIL FOOD SERVICES #18-01A**"
5. This contract will be in effect for a period of one (1) year beginning the date approved by the Commissioners' Court of Waller County, Texas, with an option to renew for three (3) additional one year periods.

SECTION II

Specifications: For Food Service Vendor for Waller County

1) SCOPE AND INTENT

- a) To provide quality meals with consistent portion control for the inmates of Waller County jail that meets the food service requirements of the Texas Administrative Code Title 37, Part 9, Chapter 281.
- b) The service agreement will specify that the Waller County Sheriff's Office will purchase 100% of all food and supplies from the vendor including paper products.
- c) Meals will be provided to both inmates and on duty officers. There are currently 80 inmate (on average) and 6 on duty officers served at each meal.

2) GENERAL

- a) Waller County is in need of a vendor to prepare menus for three meals a day based on 2800 daily calorie intake and to provide the food items on the menu. Menus for special dietary needs also need to be prepared.
- b) The menus should "rotate" such that an inmate has the same weekly menu no more often than every four weeks.
- c) Vendor shall furnish all products and supplies in accordance with specifications as well as comply with the daily cost and nutritional needs for the general population of the jail.

- d) The Vendor shall provide regional management who will make a minimum of one visit per month to the facility, and any additional visits that may be required to appropriately service the client.
- e) The Vendor shall have the knowledge and expertise of “Kitchen Consulting Services”. Should Waller County decide to expand, renovate or construct a new facility, the vendor will provide affordable equipment pricing and plans for a renovated or new kitchen facility. This service shall be included in the inmate meal price.
- f) The Vendor shall provide a minimum of two references from facilities that they currently service.

3) EXISTING PERSONNEL

- a) Waller County Jail personnel and inmate trustees will prepare the daily meals.
- b) The Vendor shall provide the initial and ongoing training to both inmates and staff. Inmate training will include menu preparation, proper portioning, sanitation and personal cleanliness in a food preparation area. Staff training shall include Menu preparation, proper portion control, inventory reports, grocery ordering, daily meal count sheet, food cost control and invoice reports.

4) EXISTING KITCHEN APPLIANCES

- a) The Waller County jail is equipped with a commercial kitchen. The existing appliances may be used for the preparation of the meals.
- b) Proposed changes to equipment and serving methods will be considered.

5) INSURANCE AND BOND

- a) Vendor shall procure and maintain for the duration of the contract, insurance against claims for injuries to person or damages to property that may arise from or in connection with the performance of the work there under by the Contractor, the agents, representatives, employees or subcontractor. The cost of such insurance shall be the responsibility of the contractor. The County, all public officials, employees and volunteers shall be named as additional insured.
- b) Payments shall not become due and payable until such certificates have been received. The County reserves the right to require complete certified copies of all insurance policies at any time during this contract.

6) AWARD

- a) Waller County reserves the right to award this contract to the **LOWEST, BEST, AND MOST RESPONSIBLE BID** in accordance with laws of the State of Texas, and to waive any formality or irregularity, or to reject all bids or require new bids, if in the best interest of the County. By law, Waller County is not obligated to accept a non-complicated low bid.

7) CONTRACT FULFILLMENT

- a) Waller County Commissioners County must, by law, award all contracts and the County Judge must sign all contracts and agreements before they become binding in the County.
- b) Department heads are NOT authorized to sign any kind of supplemental or binding purchase, lease or rental agreements for goods or services for Waller County. All supplemental agreements are subject to approval of the District Attorney’s Office prior to being signed by the County Judge.
- c) Binding agreements shall remain in effect until all products and/or services covered by this purchase have been satisfactorily delivered and accepted.

8) ALTERING BIDS

- a) Bids cannot be altered or amended after submission deadline.

9) WITHDRAWAL OF BID

- a) A bid may not be withdrawn or canceled by the bidder without the permission of the County for a period of ninety (90) days following the date designated for the receipt of bids, and bidder so agrees upon submittal of their bid.

10) BID AWARD

- a) Waller County reserves the right to award bids on the lump sum or unit price basis, whichever is in the best interest of the County.

11) CONTRACT

- a) This bid, when properly accepted by Waller County, shall constitute a contract equally binding between the successful bidder and Waller County.

12) DELIVERY

All delivery and freight charges (FOB Waller County designated location) are to be included in the bid price. All delivery charges to be prepaid by the vendor. Vendor shall specify date of delivery.

13) ETHICS

- a) The bidder shall not offer or accept gifts or anything of value or enter into any business arrangement with any employee, official or agent of Waller County.

14) FOOD ITEMS SOLD

- a) All food items sold must be fresh at all times and of current manufacture.

15) MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE BIDDERS

- a) A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder must meet the following requirements:
 - i) Have adequate financial resources, or the ability to obtain such resources as required;
 - ii) Be able to comply with the required or proposed delivery schedule;
 - iii) Have a satisfactory record of performance;
 - iv) Have a satisfactory record of integrity and ethics;
 - v) Be otherwise qualified and eligible to receive an award.
- b) Waller County may request representation and other information sufficient to determine bidder's ability to meet these minimum standards listed above.

16) PRICING:

Vendor shall include a detailed description of the pricing with information on what is included in the pricing, what is excluded in the pricing, and any other relevant information.

Vendor:

Company Name

Address

Signature

Title

Phone: _____ Fax: _____

**INSTRUCTIONS TO VENDOR
SECTION III**

Submit completed proposals, original and three (3) copies, along with a signed contract to the Auditor's Office by 2:00 p.m. on Tuesday, April 17, 2018.

The County reserves the right to withdraw the request for proposals for any reason or to reject any or all proposals or parts of all of any specific proposal or proposals. The County further reserves the right to accept part or all of any specific proposal or proposals.

Proposals cannot be altered, amended or withdrawn by the vendor after submission.

The County is exempt from Federal Excise and State Sales Tax; therefore, tax must not be included in the proposal price.

Guarantees and warranties should be attached as a part of the proposal as they may be a consideration in awarding the contract.

The successful vendor's rights and duties awarded by the contract may not be assigned to another without written consent of the County signed by the County's authorized agent. Such consent shall not relieve the assigner of the liability in the event of default by the assignee.

Should there be a decline in the market price of the commodities provided during this contract, then the County shall have the benefit of such decline.

The proposal shall be based on, but not necessarily limited to:

- a. Unit price
- b. Total price
- c. Delivery price
- d. Quality and length of warranty
- e. Special needs and requirements of Waller County
- f. Waller County's experience with products proposed
- g. Vendor's past performance record with Waller County
- h. Waller County's evaluation of Vendor's ability

The County reserves the right to hold all proposals for thirty (30) days before final decision and ordering is made for this purchase.

Any ambiguity in the proposal as a result of omission, error, and lack of clarity or non-compliance by the vendor with specifications instructions and all conditions of proposing shall be construed in the favor of the County.

The County reserves the right to terminate the contract upon thirty (30) days written notice if the vendor fails to perform in a manner deemed acceptable to the County. If the County chooses to terminate the contract, or if the vendor cannot supply the product, the second lowest vendor may be given an opportunity to complete the contract.

No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing and shall not be effective unless signed by an authorized representative for the County.

The County may, by written notice to the successful vendor, cancel this contract with liability to the vendor if it is determined by the County that gratuities or bribes in the form of entertainment, gifts, or otherwise, were offered or given by the successful vendor, or its agent or representative to any County official, employee or elected representative with respect to the performance of the contract. In addition, the successful vendor may be subject to penalties stated in Title 8 of the Texas Penal Code.

If a conflict of interest exists offer must be accompanied by a conflict of interest questionnaire (form CIQ) as described in LGC Sec. 176.006 available upon request.

Proposal Sheet

PLEASE COMPLETE AND NOTARIZE THIS FORM TO BE RETURNED WITH YOUR PROPOSAL PACKAGE.

CERTIFICATION AND COMPLIANCE

The undersigned Bidder, by signing and executing this bid, certifies and represents to **Waller County** that the bid being offered meets or exceeds all requirements and conditions of this bid document and, that they will comply with the contract as set herein by **Waller County** for the bid price.

Firm Name _____

Signed by _____

Printed Name _____

Address _____
(City, State, Zip Code)

Telephone No. _____

Fax Number _____

Date _____

Federal ID No. _____

This Instrument was acknowledged before me on the _____ day of _____,
_____ by _____, vendor's agent for
_____.

Notary Public's Signature