



**CAMERON COUNTY
PURCHASING DEPARTMENT
INVITATION TO RFP**

RFP NUMBER # 1441

RFP TITLE: JAIL SYSTEM FOOD SERVICES

DATE DUE: DECEMBER 2, 2021

DUE NO LATER THAN 11:00 A.M.

RFP's will be opened at the Cameron County Courthouse, 1100 East Monroe Street, Brownsville, Texas in the Purchasing Department – 3rd Floor – Room # 345 at 11:01 a.m. (as per Purchasing Dept. time clock) on deadline due date.

RFPs received later than the date and time above will not be considered.

Please return **ORIGINAL ONE (1) AND EIGHT (8) COPIES** RFP in sealed envelope. Be sure that return envelope shows the RFP Number, Description and is marked "SEALED RFP".

RETURN RFP TO:

by U.S. mail or delivered to the office of Purchasing Dept., **County Courthouse (Dancy Bldg.)
1100 E. Monroe St, 3rd Floor, Room 345, Brownsville, Texas 78520.**

MANDATORY PRE PROPOSAL MEETINGS SCHEDULE:

(Vendors / Proposers must submit question (in advance) **3 working days prior** to each pre RFP meeting date)

Meeting – Wednesday, October 27, 2021 at 1:00 P.M.

PRE PROPOSAL MEETING LOCATION: Cameron County Jail – 7300 Old Alice Rd, Olmito, Tx.

CONTACT PERSON: Rick Cornejo at 956-554-6700

Pre proposal questions must be submitted by: **Thursday, October 21, 2021** (fax to 956-550-7219 Mike Forbes or e-mail)

Follow-up questions must be submitted by: **Wednesday, November 10, 2021**

For additional information or to request addendum email: Mike Forbes or Dalia Loera at (956) 544-0871 E-mail: mforbes@co.cameron.tx.us or dalia.loera@co.cameron.tx.us

YOU MUST SIGN BELOW IN INK; FAILURE TO SIGN WILL DISQUALIFY THE OFFER.

All prices must be typewritten or written in ink.

Company Name: _____

Company Address: _____

City, State, Zip Code: _____

Telephone No. _____ Fax No. _____ e-mail _____

Historically Underutilized Business (State of Texas) Certification VID Number: _____

How did you find out about this RFP? _____ (ex: Newspaper, Web, mailout)

SIGNATURE: _____ **Print Name:** _____

Is Proposer's principal place of Business within Cameron County? Yes - No

If yes what City: _____

Your signature attests to your offer to provide the services described in this RFP. When an award letter is issued, the offeror and Cameron County representatives will attempt to reach a contractual agreement. Any contractual agreement is not valid until the contract approved by Commissioners Court and Purchase Order is issued.

CHECK LIST

Items checked below represent components which comprise this RFP/proposal package. If the item **IS NOT** checked, it is **NOT APPLICABLE** to this RFP/proposal. Offerors are asked to review the package to be sure that all applicable parts are included. If any portion of the package is missing, notify the Purchasing Department immediately. It is the Offeror's responsibility to be familiar with all the Requirements and Specifications. Be sure you understand the following before you return your RFP packet.

- Cover Sheet**
Your company name, address and your signature (**IN INK**) should appear on this page.
- Instructions to Proposers**
You should be familiar with all of the Instructions to Proposers.
- Special Requirements**
This section provides information you must know in order to make an offer properly.
- Specifications / Scope of Work**
This section contains the detailed description of the product/service sought by the County.

Attachments

- Attachments A, B, C, D, E, F, G, H, I, J, K, L**
Be sure to complete these forms and return with packet.
- RFP Guaranty & Performance Bond Information & Requirements**
This form applies only to certain s/proposals. All public work contracts over \$25,000 require a Payment Bond and over \$100,00 must also have a Performance Bond in a form approved by the County. Please read carefully and fill our completely.
- Minimum Insurance Requirements**
Included when applicable
- Worker's Compensation Insurance Coverage Rule 110.110**
This requirement is applicable for a building or construction contract.
- Financial Statement**
When this information is required, you must use this form.

Other - Final Reminders To double check before submitting RFP

- Is your RFP sealed with RFP #, title, Proposer's Name, & return address, on outside?
- Did you complete, sign and submit page 1?
- Did you provide the number of copies as required on the cover page?
- Did you visit our website for any addendums?
<https://www.cameroncounty.us/purchasing-bids-rfpq-addms-tabs/>

If not interested in responding please let us know why e-mail to: Purchasing@co.cameron.tx.us

INSTRUCTIONS FOR SUBMITTING RFP'S

These General Instructions apply to all offers made to Cameron County, Texas (herein after referred to as "County") by all prospective vendors (herein after referred to as "Proposers") on behalf of Solicitations including, but not limited to, Invitations to RFP and Requests for Quotes.

Carefully read all instructions, requirements and specifications. Fill out all forms properly and completely. Submit your RFP with all appropriate supplements and/or samples. Prior to returning your sealed RFP response / submittal, all Addendums - if issued - should be reviewed and downloaded by entering the County Purchasing web <https://www.cameroncounty.us/purchasing-bids-rfpq-addms-tabs/>

Addendums Column (updated Addendums). These Addendums must be signed and returned with your RFP in order to avoid disqualification. All Tabulations can also be viewed and downloaded at this site. Annual RFP award information can be accessed at: <https://www.cameroncounty.us/purchasing-bids-rfpq-addms-tabs/>

Review this document in its entirety. Be sure your RFP is complete, and double check your RFP for accuracy.

Cameron County is an Equal Employment Opportunity Employee .review this document in its entirety. Be sure your RFP is complete, and double check your RFP for accuracy.

GOVERNING FORMS: In the event of any conflict between the terms and provisions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, Cameron County's interpretation shall govern. Where substitutions are used, they must be of equivalent value or service, and specified by the Proposer as such, in the columns to the right on the "Minimum Specifications' Forms". The County's specifications may be exceeded and should be noted by the Vendor as such. Any RFP NOT MEETING the Minimum Requirements specified will be rejected.

GOVERNING LAW: This invitation to RFP is governed by the competitive RFP requirements of the County Purchasing Act, Texas Local Government Code, §262.021 et seq., as amended. Offerors shall comply with all applicable federal, state and local laws and regulations. Offeror is further advised that these requirements shall be fully governed by the laws of the State of Texas and that Cameron County may request and rely on advice, decisions and opinions of the Attorney General of Texas and the County Attorney concerning any portion of these requirements.

Questions requiring only clarification of instructions or specifications will be handled verbally. If any questions results in a change or addition to this RFP, the Change(s) and addition(s) will be forwarded to all vendors involved as quickly as possible in the form of a written addendum only. Verbal changes to RFP's must be backed-up by written addendum or written Q/A clarifications which would be posted on County Purchasing Web site. Without written Addendum or written Q / A clarification, verbal changes to RFP will not apply. Sign the Vendor's Affidavit Notice, complete answers to Attachments A,B,C, D, E, F, G, H, I, J, K, L and return all with your RFP.

CONFLICT OF INTEREST QUESTIONNAIRE:

For vendor or other person doing business with local governmental entity

This questionnaire must be filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

By law this questionnaire must be filed with the records administrator (County Clerk's Office) of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.

Please review this entire document, if for any reason there is any information to disclose, relative to any questions in this Conflict of Interest form, you must file with County Clerk's Office subject to above instructions.

can be downloaded at the following web site:

https://www.cameroncounty.us/wp-content/uploads/Purchasing/docs/Conflict_of_Interest_Questionnaire_New_2015_.pdf

DISCLOSURE OF INTERESTS:

This questionnaire must be filed with the records administrator (County Clerk's Office) of the local government and no later than the 7th business day after the person becomes aware of facts that require this statement to be filed. Cameron County, Texas requires all persons or firms seeking to do business with the County to **provide the following information if the person becomes aware of facts that require this statement to be filed.** Every question must be answered. If the question is not applicable, answer with "N/A."

Please review this entire document, if for any reason there is any information to disclose, relative to any questions in this disclosure of interest form, you must file with County Clerk's Office subject to above instructions.

can be downloaded at the following web site:

<https://www.cameroncounty.us/wp-content/uploads/Purchasing/CIS.pdf>

TEXAS ETHICS COMMISSION FORM 1295

All RFPs prior to award or award of Contract by Commissioner's Court will require that the Texas Ethics Commission (TEC) Form 1295 Electronic (on line) Vendor filing procedure be completed by Vendor.

All Vendors being recommended to Commissioners Court for award or renewal of award on Agenda must register and obtain a TEC Certification for the specific award. This Certification Form 1295 must be electronically submitted, printed and notarized. Notarized form must be emailed or delivered to County Purchasing Department making the request for form. This process must be completed prior to Commissioners Court Agenda for approval consideration of RFP award. There is no charge for this TEC online process.

Texas Ethics Commission (TEC) Form 1295 must be completed (by firm - on line "New Form 1295 Certificate of Interested Parties Electronic Filing Application" Site at: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

If any Vendors have questions as to TEC Form 1295 visit the County Purchasing Web site left column tab "Vendor – TEC Form 1295" for more information. TEC Web site links can be found at this location including Question / Answers and Video instructions.

tab Link: http://www.co.cameron.tx.us/administration/purchasing_department/index.php

PROPOSER SHALL SUBMIT RFP ON THE FORM PROVIDED, SIGN THE VENDOR AFFIDAVIT, AND RETURN ENTIRE RFP PACKET. In the event of inclement weather and County Offices are officially closed on a Proposal deadline day, RFP's will be received until 2:00 p.m. of the next business day. Proposals will be opened at the Cameron County Courthouse, 1100 East Monroe Street, Brownsville, Texas in the Purchasing Department – 3rd Floor – Room # 345 (as per Purchasing Dept. time clock.

RFP's SUBMITTED AFTER THE SUBMISSION DEADLINE SHALL BE RETURNED UNOPENED AND WILL BE CONSIDERED VOID AND UNACCEPTABLE.

PRESENTATIONS SEQUENCE TO EVALUATION COMMITTEE Presentations to Evaluation Committee will be sequenced (in order) as determined by the utilization of RANDOM.ORG. Process will be conducted in the Purchasing Dept. with Auditor's designee present.

SUCCESSFUL PROPOSER WILL BE NOTIFIED BY MAIL. All responding vendors will receive written notification regarding the outcome of the award.

PROPOSERS MAY ATTEND PUBLICLY HELD COMM COURT MEETING FOR AWARD OF THIS SOLICITATION. All responding proposers are welcome to attend the publicly held Commissioners Court meeting relative to the outcome / award of this solicitation. Court Meeting agenda date and times may be obtained at the following web site: http://www.co.cameron.tx.us/commissioner_s_court_agenda/index.php

OPEN RECORDS ACCESS TO ALL INFORMATION SUBMITTED. All information included will be open to the public, other proposers, media as per the Open Records Act and not be confidential in nature. If you deem any information as confidential, it should not be made part of your RFP package.

PLEASE NOTE CAREFULLY

THIS IS THE ONLY APPROVED INSTRUCTION FOR USE ON YOUR RFP. ITEMS BELOW APPLY TO AND BECOME A PART OF TERMS AND CONDITIONS OF RFP. ANY EXCEPTIONS THERETO MUST BE IN WRITING.

1. **ORIGINAL AND EIGHT (8) COPIES OF RFP's MUST BE SUBMITTED** Each RFP shall be placed in a separate envelope completely and properly identified with the name and number of the RFP. RFP's must be in the Purchasing Department BEFORE the hour and date specified.
2. RFP's MUST give full firm name and address of the Proposer. **Failure to manually sign RFP will disqualify it.** Person signing RFP should show TITLE or AUTHORITY TO BIND THE FIRM IN A CONTRACT.
3. RFP's CANNOT be altered or amended after deadline time. Any alterations made before deadline time must be initiated by Proposer or his authorized agent. No RFP can be withdrawn after opening time without approval by the Commissioners Court based on a written acceptable reason.
4. The County is exempt from State Sales Tax and Federal Excise Tax. **DO NOT INCLUDE TAX IN RFP.** Cameron County claims exemption from all sales and/or use taxes under Texas Tax Code §151.309, as amended. Texas Limited Sales Tax Exemption Certificates will be furnished upon written request to the Cameron County Purchasing Agent.
5. Any Catalog, brand name or manufacturer's reference used in a RFP invitation is descriptive-NOT restrictive-it is to indicate type and quality desired. RFP's on brand of like nature and quality will be considered. If RFP is based on other than reference specifications, proposal must show manufacturer, brand or trade name, lot number, etc., of article offered. If other than brand(s) specified is offered, illustrations and complete descriptions should be made part of the RFP. If Proposer takes no exception to specifications or reference data, he will be required to furnish brand names, numbers, etc. as specified.

6. Samples, when requested, must be furnished free of expense to the County. If not destroyed in examination, they will be returned to the Proposer on request, at his expense. Each sample should be marked with Proposer's name, address, and County RFP number. **DO NOT ENCLOSE OR ATTACH SAMPLE TO RFP.**
7. Written and verbal inquires pertaining to RFP's must give RFP Number and Company.
8. NO substitutions or cancellations permitted without written approval of Purchasing Agent.
9. The County reserves the right to accept or reject all or any part of any RFP, waiver minor technicalities. The County of Cameron reserves the right to award by item category or by total RFP. Prices should be itemized. County also reserves the right to award either with or without trade-in, if applicable. Cameron County reserves the right to award if only one (1) RFP was received. Cameron County retains the option to re-solicit at any time if in its best interest and is not automatically bound to renewal or re-solicitation. The County reserves the right to hold all RFPs for 60 days from the due date of receipt without actions. The County reserves the right to add additional County Departments (at a later time during this RFP award) as the need arises. The County also reserves the right to consider utilizing CO-OP Interlocal Agreements / pricing if determined to be more advantageous to the County.
10. RFP unit price on quantity specified – extend and show total. In case or errors in extension, UNIT prices shall govern. RFP's subject to unlimited price increase will not be considered.
11. This is a RFP inquiry only and implies no obligation on the part of Cameron County.
12. Acceptance of and final payment for the item will be contingent upon satisfactory performance of the product received by Cameron County.
13. Partial RFP's will not be accepted unless awarded by complete category or line item. **To be awarded by total RFP.**
14. If Proposer takes exception to specifications or reference data, they will be required to provide details etc. as specified.
15. It is expected that the Proposer will meet all state and federal safety standards and laws in effect on the date of the RFP for the item(s) being specified, and the particular use for which they are meant.
16. It is the responsibility of the proposer to ask any and all questions the proposer feels to be pertinent to the RFP or proposal. Cameron County shall not be required to attempt to anticipate such questions for bidders or proposers. Cameron County will endeavor to respond promptly to all questions asked.
17. If a Bid Bond is required in this Proposal it must be included in Proposers Sealed RFP package and be current / valid through award.
18. The anticipated period for reaching acceptance decision of this Proposal may be up to **sixty (60) calendar days.**

Cameron County reserves the right to inspect any item(s) or service location for compliance with specifications and requirements and needs of the using department. If an offeror cannot furnish a sample of a RFP item, where applicable, for review, or fails to satisfactorily show an ability to perform, the County can reject the RFP as inadequate.

TESTING: Cameron County reserves the right to test equipment, supplies, material and goods RFP for quality, compliance with specifications and ability to meet the needs of the user. Demonstration units must be available for review. Should the goods or services fail to meet requirements and/or be unavailable for evaluation, the RFP is subject to rejection.

SPECIAL TOOLS AND TEST EQUIPMENT: If the price stated on the face hereof includes the cost of any special tooling or special test equipment fabricated or required by Seller for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property of the Buyer and to the extent feasible shall be identified by the Seller as such.

INVOICES AND PAYMENTS: (a) Seller shall submit separate invoices, in duplicate, on each purchase order after each delivery. Invoices shall indicate the purchase order number, shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading and the freight weigh bill when applicable, should be attached to the invoice. Mail to: Cameron County, ATTN: Auditor's Office, 1100 East Monroe St., Brownsville, Texas 78520. Payment shall not be due until the above instruments are submitted after delivery. Suppliers should keep the Finance Department advised of any changes in your remittance addresses. (b) Buyer's obligation is payable only and solely from funds available for the purpose of the purchase. Lack of funds shall render this contract null and void to the extend funds are not available and any delivered buy unpaid for goods will be returned to Seller by Buyer. (c) Do not include Federal Excise, State or City Sales Tax. County shall furnish tax exemption certificate if required.

Any invoice, which cannot be verified by the contract price and/or is otherwise incorrect, will be returned to the offeror for correction. Under term contracts, when multiple deliveries and/or services are required, the offeror may invoice following each delivery and the County will pay on invoice. Contracts providing for a monthly charge will be billed and paid on a monthly basis only. Prior to any and all payments made for good and/or services provided under this contract, the offeror should provide his Taxpayer Identification Number or social security number as applicable.

This information must be on file with the Cameron County Auditor's office. Failure to provide this information may result in a delay in payment and/or back-up withholding as required by the Internal Revenue Services.

Titles and Invoices: all titles and invoices will be in the name of **Cameron County, 1100 East Monroe Street, Brownsville, Texas 78520**, and signed ONLY by the County Auditor's Office personnel.

Proposer shall submit two (2) copies of an itemized invoice showing RFP number and purchase order number to:

**CAMERON COUNTY AUDITOR
ACCOUNTS PAYABLE
1100 EAST MONROE STREET
BROWNSVILLE, TEXAS 78520**

and additional two copies to

**CAMERON COUNTY SHERIFF'S DEPT.
7300 OLD ALICE RD,
OLMITO, TEXAS 78575**

Please note that any payment due under this RFP award will be applied towards any debt, including but not limited to delinquent taxes that is owed to Cameron County.

Monthly certified invoices shall be prepared by the successful proposer. These invoices shall reflect the preceding month's food services, detailing the exact number of meals served, and broken down as follows:

1. Actual number of regular inmate meals served
2. Actual number of inmate medical diets served
3. Actual number of staff meals served
4. Any additional services authorized by the Executive Chief Deputy for Facilities

Monthly invoices must reference the Cameron County Purchase Order number in order to be processed. After verification and approval, the invoice will be forwarded to the County Auditor/ Accts. Payable for payment.

PAYMENT DISCOUNT: Indicate the payment discount (s) available depending on the when invoices are paid. For example, 1/30 means a 1% discount if paid within 30 days, 2/15 means a 2% discount if paid within 15 days, etc. Payment will be processed within thirty (30) days after receipt of a correct invoice or completion of services; whichever is later as required by V.A.C.S. Article 601f.

Payment in full will be made within thirty (30) days of delivery, inspection, and receipt of invoice.

All costs quotations must include all the various features needed to satisfy the requirements. Note: No amounts will be paid for the items in this RFP in excess of the amounts quoted.

PRICE REDETERMINATION: Price re-determination may be considered prior to exercising each option. Price re-determination shall be based upon the Consumer Price Index, All Urban Consumers – (CPI-U), U.S. Department of Labor. Requests for price re-determination must be in writing and submitted to the County Purchasing Agent not more than ninety (90) days or less than thirty (30) days prior to the expiration of the current contract period.

Price increase or decrease will be determined by dividing the current average index by the prior year's average index. All calculations will be carried to two places only, with no rounding off to the next digit. **Increases shall not exceed five (5%) from one contract period to the next.**

EXAMPLE: \$.924 = Current Meal Price
 156.1 = Current Average Index (1997)
 150.1 = Last Year's Average Index

 156.1
 150.1 = 1.04 x \$.924 = \$.961
 \$.961 = New Meal Price

Refusal by either party to exercise an option to renew shall require the contract to expire on the original, or a mutually agreed upon date.

**REQUEST FOR PROPOSAL
CAMERON COUNTY, TEXAS**

I. INTRODUCTION

Cameron County is requesting proposals for the provision of food service to include inmate and staff feeding seven days/week and program support services for an approximate population of **1,500 inmates**.

Contract Terms:

Successful vendor will be awarded an initial contract, effective from the date of award through April 30, 2025, with option to extend the contract (without re-advertising RFP's) on a year to year basis for up to two (2) additional one year renewals . Prices must remain firm for the entire contract with a consideration for price re-determination as discussed on Pg. 6.

Cameron County presently operates four facilities at the following locations:

7100 Old Alice Rd., Olmito, Texas 78575 – Carrizales – Rucker New Jail

1145 E. Harrison St, Brownsville, Tx. 78520 – Detention Center # 2

1145 E. Harrison St, Brownsville, Tx. 78520 – Detention Center # 1

954 E. Harrison St, Brownsville, Tx. 78520 – Old County Jail

Of these 4 locations the Detention Center # 2 is the only Kitchen facility not in service.

Contact Person – Rick Comejo

Current Average Daily Population: High- 1500 and Low- 750

II. OBJECTIVES OF RFP

To result in a contract between the successful Proposer and Cameron County that will meet the following objectives:

- A. **To deliver high quality food service that can be audited against established nutritional and health standards.**
- B. **To operate the food service program using corrections-experienced and professionally trained personnel.**
- C. **To operate the foodservice program in a cost-effective manner with full reporting to Cameron County.**
- D. **To implement a written foodservice plan with clear objectives, policies, procedures and annual evaluation of compliance.**
- E. **To maintain an open collaborative relationship with the administration and staff of Cameron County and other County offices.**
- F. **To maintain standards established by Cameron County, as well as ACA, State and Federal Correctional Food Service standards.**
- G. **To offer a comprehensive program for continuing staff training.**
- H. **To operate the food service program in a humane manner with respect to the inmates' rights to basic health and nutritional standards.**
- I. **NO INMATE LABOR SHALL BE USED.**

III. PROPOSAL PROCESS

The following is a tentative schedule of events concerning the RFP process:

	<u>Dates</u>
Distribution of the RFP	October 4, 2021
Pre Proposal Questions submittal deadline	October 21, 2021
Mandatory Pre-proposal meeting and site visit	October 27, 2021 at 1:00 p.m.
Follow-up Questions deadline	November 10, 2021
Due date/Public Opening	December 2, 2021 at 11:00 a.m.
Evaluation by Committee / Presentations (if desired by Committee)	December 15, 2021
Presentation to Comm Crt. for selection	January 4, 2021
Negotiate Contract finalize and Comm. Court approval	January 11, 2021
Commence Services	March 1, 2021

IV. QUALIFICATIONS OF PROPOSER

To be considered for award of this contract, the vendor must meet the following minimum qualifications:

- A. **The vendor must be organized for the purpose of providing institutional and/or volume food service, and must have five (5) years previous correctional feeding experience with proven effectiveness in administering large scale corrections food service programs, one of which must be in the State of Texas.**
- B. **The vendor must have a proven ability for a contract start-up within thirty (30) days of execution of contract.**
- C. **Vendor must have qualified and trained staff with sufficient back-up personnel to successfully complete the contract requirements. Personnel must include a full-time, corrections-experienced Registered & Licensed Dietitian available for menu development.**
- D. **The vendor must respond to County calls for assistance with concerns - on site management representative visit – within a maximum of thirty-six (36) hours response time.**
- E. **The vendor must submit a certified copy of a current financial report of the company. If the company is a subsidiary or division of a corporation, the relationship of the vendor must be clearly delineated in the proposal.**
- F. **The vendor shall submit a list of five (5) references, including name of institution, address, and contact person and phone number.**
- G. **The successful proposer shall submit a PERFORMANCE BOND in the amount of one-sixth (1/6) of the contract, for a one year period as required by Local Government Code, Section 262.032 (b), in a form acceptable to Cameron County, prior to the execution of the contract. Any questions pertaining to this bond should be directed to Dylbia Jefferies, Attorney, County Legal Division, (956) 550-1345, prior to the proposal due date.**

The estimated value of the contract shall be based upon the unit meal cost, times 1,500 people, times 3 meals per day, times 365 days.

Example: 30 (average days per month) x 2 (2 months) x 3 (meals per day) x 1,500 inmates x your price per meal = (equals) Performance Bond

The Performance Bond must be filed with the County Legal Division Attorney prior to the execution of the contract.

Note: The Performance Bond must be issued by an insurance company licensed and authorized by the Texas State Board of Insurance to do business in the State of Texas.

- H. All proposals must be accompanied by a guaranty given in the amount of 5 % of the proposed contract amount and may be given at the option of the proposer by RFP BOND, from a reputable insurance company authorized to post such Bonds in the State of Texas, or CERTIFIED COMPANY CHECK OR CASHIER'S CHECK .

Proposers must submit RFP Bonds based upon the following formula:

1,500 inmates x 3 meals per day = 4,500 meals per day x \$\$ price per meal/ inmates
(see price page – Attachment A)

- I. The Vendor must at all times comply with all applicable laws, rules, regulations and order of the Federal Government, State of Texas, County of Cameron, City of Brownsville. Vendor must, also meet and comply with all current Texas Jail Commission Standards for Food requirements.

EXECUTIVE SUMMARY

Format and Content: Please included in your RFP's as part of your cover the following:

Executive Summary (2 pages max.)

Summary of RFPs as submitted

Introduction (2 pages max.)

RFPs must include confirm that the firm will comply with all of the provisions in this RFP. If exceptions will be taken it should be so noted. RFPs must be signed by a company officer empowered to bind the company. A proposer's failure to include these items in their RFPs may cause their RFPs to be determined to be non-responsive and the RFPs may be rejected. Include the following:

Firms Name, Address, Phone #, Contact Name, Phone #, Email address.

Understanding of the Project (1 pages max.)

Offerors must provide a comprehensive narrative statement that illustrates their understanding of the requirements of the project and the project schedule.

Methodology Used for the Project (1 page max.)

Proposers must provide a comprehensive narrative statement that sets out the methodology they intend to employ and that illustrates how their methodology will serve to accomplish the work and meet Cameron County's project schedule.

Management Plan for the Project (1 page max.)

Offerors must provide a comprehensive narrative statement that sets out the management plan they intend to follow and illustrates how their plan will serve to accomplish the work and meet Cameron County's project schedule.

Experience and Qualifications (2 pages max.)

Provide list specific to the personnel assigned to accomplish the work called for in this RFP; illustrate the lines of authority; designate the individual responsible and accountable for the completion of each component and deliverable of the RFP.

Provide a narrative description of the organization of the project team.

RFP Cost Proposal (1 page max.)

Proposer's cost RFPs must include an itemized list of all direct and indirect costs associated with the performance of this contract, including, but not limited to, total number of hours at various hourly rates, direct expenses, payroll, supplies, overhead assigned to each person working on the project, percentage of each person's time devoted to the project, and profit.

Evaluation Criteria (2 pages total max. for all criteria)

Explain your firms strengths/advantages as they pertain to each of the Evaluation Scoring criteria. Note each criteria separately with explanation for each.

V. SELECTION CRITERIA - CRITERIA FOR EVALUATION

Mandatory requirements include:

- 1. Compliance with Proposal instructions.**
- 2. Compliance with general requirements for all contracts by governing bodies overseeing the facility.**

The vendor will be selected based on the Proposer's written proposal and any requested presentations. The Selection Committee will review all proposals and make their recommendations for selection.

Evaluation of this proposal will consist of the following parts, criteria and weights:

WEIGHTED QUANTITATIVE SCORING:

Each Vendor will be assigned a score of 1- 4 by each evaluator for each criteria

- 4 = Very good / Exceeds expectations
- 3 = Above expectations
- 2 = Meets expectations
- 1 = Does not meet expectations
- 0 = non responsive

Evaluators score by category will be multiplied by the assigned weight for each criteria by vendor then totaled. Scoring for price will be a ratio and based on a pro rata factor of the best price submitted.

Ex: Vendor W - price \$100,000 = 4 points X assigned weight (ie: 25%) = 100 points
Vendor X – price \$150,000 = 2.66 points X assigned weight (ie: 25%) = 66.6 points
Vendor Y – price \$200,000 = 2 points X assigned weight (ie: 25%) = 50 points
 $\$100,000 \div \$200,000 = .50 \times 4 = 2 \times 25 = 50$
 $\$100,000 \div \$150,000 = .66 \times 4 = 2.666 \times 25 = 66$

A. 10 points - Response to customer reference checks:

Vendors shall include a listing of references with their proposals, indicating facility locations, name, and telephone number of facility contact person. This list should contain at least five (5) current references, preferably of a size and service complexity comparable to Cameron County. Vendor will also indicate which contracts have been lost within the past 2 years and give reason. Vendors will indicate those facilities currently under contract which have attained accreditation as a result of their efforts.

B. 10 points - Company background and experience:

The vendor's demonstrated experience and expertise in correctional facilities. Experience shall include current service in correctional facilities of similar size and volume, as well as experience of staff, district manager, dietitian, transition team, and local and regional support network. The vendor's financial stability and condition.

C. **30 points - Evaluation based on specifications:**

Food: Sample menus, purchasing, recipes, preparation procedures, staff feeding proposal, special diets, proportion standards, and quality assurance. Services and menu quality offered. Includes nutritional quality, menu acceptability and stated menu standards. Vendor's development of an operating plan for food service that best meets the stated objectives and needs of Cameron County. The vendor's demonstrated ability to comply with American Correctional Association standards for local detention facilities and attain ACA certification for food services.

Food Delivery and Service: Food Delivery System

Personnel and Supervision: Training, Scheduling, Staffing, and hours.

Accessibility to District and General Manager: both by phone & site visits

D. **10 points - Emergency Plan**

E. **10 points - Security/ Sanitation and Safety**

F. **30 points - The price per meal proposed**

100 points - TOTAL

Procedure - Submitted proposals will be reviewed by a Selection Committee. Vendors who are deemed, based on the selection criteria, fully qualified and best suited among those submitting proposals may be requested to participate in discussions regarding their proposals. Discussion will cover cost, methods of operation, and all other relevant factors.

Once RFPs are reviewed and scored, a short list will be compiled. Interviews may be conducted with Proposers determined by total score rankings. Additional information may be required at that time. Negotiations will begin with the Proposer selected for the project by Commissioners Court. Commissioners Court will make the final selection and possible approval of the contract. If a satisfactory agreement can be reached, the contract shall be awarded to the vendor; otherwise, negotiations will be conducted with each subsequent vendor until a satisfactory contract can be established or until the Commissioner's Court determines that rejection of all proposals is the best interest of Cameron County.

Cameron County will assemble a committee for the purpose of RFP evaluations.

VI. METHOD OF AWARD

The award will be made to the vendor whose proposal is determined to be professionally and technically complete. The selection process may, however, include a request for additional information or an oral presentation to support the written proposal; the price proposal will be considered firm and cannot be altered after receipt per the terms of this proposal, unless the County requests an additional financial proposal via a best and final offer. This does not imply a best and final offer opportunity will be available to the Proposers.

The County reserves the right to award this contract not necessarily to the vendor with the lowest price, but to the proposer that demonstrates the best ability to fulfill the requirements of the RFP. The successful vendor will be chosen based on the qualifications and selection criteria discussed in Sections V and VI of this proposal.

The successful vendor shall commence work only after the transmittal of a fully executed contract and after receiving written notification to proceed from Cameron County. The successful proposer will perform all services indicated in the proposal in compliance with the negotiated contract.

Cameron County reserves the right to reject any or all proposals for any reason, in whole or in part, received in response to this RFP. Cameron County will not pay for any information herein requested, nor is it liable for any costs incurred by the proposer.

Vendors whose proposals do not meet the mandatory requirements will be considered non-compliant. After the evaluation of the proposals and selection of the successful vendor, all vendors will be notified in writing of the selected firm.

VII. PROPOSAL PACKAGE

Vendors must submit a response in the form of a proposal that includes the following sections:

A. Transmittal Letter

1. This letter is to be a brief letter, addressed to Cameron County, which provides the following information:
 - a) Name and address of the vendor;
 - b) Name, title and telephone number of the contact person for the vendor;
 - c) A statement that the proposal is in response to this RFP; and
 - d) The signature typed name and title of the individual who is authorized to commit the vendor to the proposal.

B. Technical Proposal - This portion of the proposal must address each item listed below:

1. Introduction
 - a) Company Profile
 - (1) General history, description and status of the company. Date organized to provide food service management in institutional and correctional facilities.
 - (2) Corporate background and depth of support, including description of parent company, if any. If the proposer is a subsidiary of another corporation, the proposer shall indicate the length of this relationship and status with present ownership. Corporate and regional office organizational structure.(also Att. B)
 - (3) number of employees
 - (4) number of years doing business
 - b) Describe current contracts or business with other correctional food service facilities
 - (1) client - **10 minimum**
 - (2) date of original contract
 - (3) type/size
 - c) Facilities currently accredited by State or Federal Accreditation Board
 - (1) name of facility
 - (2) accrediting agency - list all
 - d) Company achievements in providing correctional food service management.

- e) References (minimum 5) with equivalent inmate population to Cameron, with addresses and phone contacts. (Attachment D)
- f) Vendor will also indicate which contracts have been lost (cancelled or terminated) within the past 2 years and give reason.
- g) Non – Collusion affidavit (Attachment E).
- h) Residence Certification (Attachment F).

2. Policies This portion of the proposal must address each item listed below:

- a) Proposals shall include company’s policy on equal opportunity employment.
- b) Proposals shall include company’s policy on minority involvement of subcontractors. All Proposers shall make a good faith effort to utilize a minimum of 15% DBE Firms as Sub-Contractors under this RFP.
- c) Proposals shall include company’s policy on local vendor’s involvement of sub-contractors. All vendors shall make a good faith effort to utilize local vendors as Sub-contractors under this RFP.
- d) Proposals shall include a copy of company’s safety and sanitation program and policy.
- e) Description of overall services for correctional food services, including controls to insure standards and operating results, frequency of audits, and schedules for analysis.
- f) Company’s policy on press and media relations. It shall be understood by, by the successful proposer, that any press or media releases involving the Jails/Detention Centers or the food services contract must first be coordinated with the Cameron County Sheriff, the Executive Chief Deputy for Jails, or the County’s Public Information Officer.
- g) The proposal shall indicate the method the vendor will follow in establishing and revising food service policies and procedures.
- h) During the term of the contract, the County Auditor may (at any time - by written notice and consultation with the Sheriff) make changes of a general administrative nature which do not adversely affect the scope of the contract or result in undue expenses to the proposer.
- i) All policies and procedures must be kept on site and be made available and open to inspection by Cameron County.

3. Financial Stability and Experience - All proposals must clearly define:

- a) The vendor must submit a certified copy of the latest financial statement. If available, a current annual report should also be submitted.

4. Management and Support Staff - All proposals must clearly define:

- a) Resume of Food Service Manager must be submitted.
- b) Resume of Registered & Licensed Dietician must be submitted.
- c) Pictures and descriptions of company uniforms must be submitted.
- d) The proposer must have qualified and trained staff with sufficient (as approved by Cameron County Executive Officer for Jails) back-up personnel. At a minimum, the District Manager must have (5) years of corrections feeding experience. A resume must be submitted to the District Manager.
- e) The proposer must have the central office capability to supervise and monitor the program, ensuring satisfactory provisions of services.

5. Price per Meal

- a) Vendor shall submit price per meal per Scope of Contract for Cameron County Jails System. Both Option 1 : price per estimated qty. average and Option 2: sliding scale price – based on incremental quantities – should be provided and the County will select Option determined to be in it’s best interest.

C. Operational Standards - All proposals must clearly define:

1. Procedures for meal delivery to the inmates and staff.
2. Quality and inventory control methods and standards.
3. Specific procedures for providing safe, sanitary, and secure food service management, including supervision and control of staff and internal security of products and equipment.
4. Procedures for dealing with inmate/staff complaints about food and minimizing the potential for inmate litigation.
5. Any additional equipment necessary for efficient food service operation.
6. Procedures for weekly billing and weekly inventory of food and supplies.
7. Operational procedures for handling food service should on-site kitchen facilities be rendered unusable through fire, etc.
8. Insurance – Copies of Insurance Certificates shall be filed with the County Civil Legal Division – Attorney and a copy sent to the County Purchasing Agent ten (10) days prior to the award of the proposal. Proposers shall maintain, at their expense, the established levels of insurance as shown below for Worker’s Compensation, Comprehensive General Liability and Property Insurance. Vendor shall provide types of insurance and limits and provisions as contained herein:

A. Worker’s Compensation and Employer’s Liability Statutory \$500,000.00 each accident.

B. Comprehensive General (Public) Liability, to include, but not limited to, the following:

1. Premise / Operation
2. Independent Contractors
3. Personal Injury
4. Products / Completed Operations
5. Contractual Liability – Bodily Injury, \$1,000,000.00 per Occurrence.
6. Property Damage, \$1,000,000.00 per Occurrence or Combined Single Limit for Bodily Injury and Property Damage, \$2,000,000.00

C. With respect to this required insurance, Cameron County shall:

1. Be named as additional insured / or an insured, as its interest may appear on liability policies.
2. Be provided with a waiver of subrogation on Workers Compensation.
3. Be provided with thirty (30) days advance written notice to the County Purchasing Agent and Asst. County Auditor for Insurance of cancellation or material change to said insurance.

D. Auto Liability Insurance - \$100,000.00 / \$300,000.00

9. Personnel - The proposal shall provide a list of benefits provided to all employees, including insurance coverage, vacation plan and other related benefits. If no hourly benefits are provided, the vendor must clearly address their plan for employee recruitment and retention, including hourly wage rates.

Current Employees – Cameron County would prefer that the current Jail Food Services Department employees be hired by the selected Vendor, however this is not a mandatory requirement.

- A. Current Jail / Detention Food Service Dept. Employees Information:
 - 1) Number of Food Service Employees 1
 - 2) Job Title – Current Wages – length of service – benefit information (see Exhibit C)

VIII. SCOPE OF WORK

A.

1. The average daily population has been approximately 1,500 high - 750 low adult, female and male inmates, including an average of 32 (approximate) sack meals to inmates in work crews. Additionally, the vendor shall expect to serve approximately **100 meals per serving total X 3 servings per day to staff and visitors.** The 1,500 high - 750 low number includes the main Olmito Jail location and the three (3) satellite location combined.

Estimated Average Daily Meals Required (see Exhibit A)

2. Except for special diets, the vendor shall serve meal frequencies of three (3) times a day, seven (7) days a week, fifty-two (52) weeks a year. The time differential between the evening meal and breakfast (of the following morning) will be no more than twelve (12) hours. The preferred food service schedule will be determined with the successful proposer.
3. Vendors shall be responsible for all food handling, including storage, removal to prep areas, all prep, cooking, bulk transfer to tray lines. Vendor food handler shall dish-up food on individual serving trays at the Kitchen. Vendor will be responsible and work all food preparations. INMATE LABOR WILL NOT BE USED for any dish-ups, food preparations, cooking of any meals, food handling, distribution of meals, etc..
4. INMATE LABOR WILL NOT BE USED AND NOT SUPERVISED BY THE VENDOR FOR ANY OF THE FUNCTIONS AS LISTED BELOW:
 - a) Inmates FORBIDDEN as to: Loading clean empty trays on the front end of the tray line for passing out trays, washing of dishes, and general clean-up by inmates.
 - b) Inmates FORBIDDEN as to: dishups, food preparation, cooking of meals.
 - c) Inmates FORBIDDEN as to: Remove filled trays from the end of the line, stack and deliver.
 - d) Inmates FORBIDDEN as to: Receive soiled trays returning from the kitchen for dishwasher prep.
 - e) Inmates FORBIDDEN as to: Load and empty trays from dishwasher area.

5. The price per meal charged shall be determined by taking the actual meals ordered or served each day times the contract price for that number of meals.
- Note Sites Served, Kitchen Location(s), Meal Service Types (Cafeteria / tray / sack meals / other), Menus, Service schedules

Example:

- a) Food is received, stored, prepared, and served at the main facility at the Carrizales-Rucker Detention Facility 7100 Old Alice Rd., Olmito, Texas.
- b) **NO INMATE WORKERS WILL BE USED TO** pass out meals to each living area. Meals will be served on thermal (define if you wish to) trays delivered.
- c) Must operate 3 of 4 separate Kitchen sites – manning all 3 Kitchens for 3 meal services per day.
- d) **No inmate labor will be used.**
- e) Satellite site serves an average of 650 inmates at each meal.
- f) The same trays are used at satellite facility and ware washing is done on site.
- g) **Current menus for each site (see Exhibit B)**
- h) The current meal service schedule is as follows:
**Breakfast , Lunch and Dinners will be scheduled at 4 to 5 hours
apart with snacks at 2 ½ hours after breakfast, lunch and/or dinner
as needed.**

B. Vendor Service Requirements

The successful vendor will be required to serve tasty, appetizing, wholesome quality food.

Vendors will be expected to provide the following services as part of the food service program:

1. Food & Supplies
 - a) Purchase and safely manage all consumable supplies and food products that are required for food service operation. These supplies and food products shall remain the property of the contractor. The vendor shall provide kitchen cleaning supplies for the kitchen area.
 - b) Be responsible for routine cleaning and housekeeping of food service preparation, service, and storage area and will, on a continuing basis, maintain standards of sanitation required by state or local regulations. The County will be responsible for removal of trash and garbage.
 - c) Inspections of kitchen facilities by County and State health agencies must achieve satisfactory ratings.
2. Licenses, Fees, Taxes
 - a) Secure and pay all federal, state and local licenses, permits, and fees required for the operation of the food services provide hereunder. During the period of this agreement, if it is deemed by taxing authorities that all, or a portion of the services provided hereunder are to be subject to a sales or similar tax which has not been collected by the vendor, the County agrees to pay such tax. Vendor will be required to obtain a City Health Permit.
3. Billing process / Record keeping
 - a) Vendor shall submit to the County on the first day of each month, covering the preceding month, an invoice for meals ordered or served whichever is greater. The price per meal charged to the County shall be described in the proposal and shall be guaranteed for meals for (1) one year

- b) Access and Records - The vendor shall keep full and accurate records of sales and meal count records in connection with the food services. A copy of said record shall be supplied to the Sheriff or designee on a monthly basis on the first working day of the subsequent month. In addition, all such records shall be available for auditing by the County at any time during regular working hours.
 - 4. Return facility in good working order
 - a) The Vendor shall return to the County at the expiration of this contract the food service premises and all equipment furnished by the County in the condition in which received except for ordinary wear and tear and except to the extent that said premises and equipment may have been lost or damaged by fire, flood, or unavoidable occurrence and except to the extent that said equipment may have been stolen by persons other than employees of the vendor without negligence on the part of the vendor or its employees and providing that all damages and losses are reported to the County for all items covered by this paragraph. The County will pay for needed repairs caused by normal wear and tear. The County will replace equipment, which in the opinion of the County has exceeded its useful life after consultation with the vendor.
 - 5. Additional food service requirements
 - a) The vendor agrees to provide any additional food services as mutually agreed upon at prices mutually agreed to the County and the vendor.
 - 6. Participation in Client-required security training
 - a) Note any mandatory requirements
 - 7. Uniforms for Vendor staff
 - a) Vendor shall provide professional, neat uniforms with a style and color that distinguish the vendor's paid staff from the inmates and corrections officers.
 - 8. Daily Processing of Complaints

Food service complaints from inmates must be processed at least daily as follows:

 - a) Trained food service personnel shall act upon all complaints.
 - b) The Food Service Director shall be responsible for resolving inmate or staff grievances.
- C. Menu Specifications
- 1. All proposals must clearly define:
 - a) Proposed Menu(s), therefore, all vendors must submit, with their proposal, a SAMPLE regular menu detailing at least fourteen (14) days of non-repetitive meals.
 - b) A weekly Summary Report of the Nutritional analysis (May be appendix or disc copy - MSWord preferred). Vendor must also keep the full Nutritional Analysis on file – on site for County review.
 - c) Registered dietitian certification of both the menu and nutritional analysis
 - d) Summary of specifications that will be adhered to for all food products.
 - e) All proposals must meet or exceed existing quality of food service being provided in the jail as detailed in Scope of Work
 - 2. Inmate Cycle Menu
 - a) Menu Cycle
 - (1) Each Vendor shall submit a 2 week cycle menu.
 - (2) Each week will include 21 meals and comply with ACA standards. Must provide two (2) hot meal each day.

- (3) No proposal will be considered that doesn't provide the menu upon which the cost of service is calculated together with the "cost per meal" . Sample menus that may not be served after the contract is awarded will not be allowed.
- b) Menu Description Requirements
- (1) Menus submitted in the proposal must include clearly defined descriptions of food items.
 - (2) All menu items must be listed in “as served” portions which clearly indicated weight or volume measurements (e.g. ½ c, 1/48 cut portion, 3 oz, wt., etc.). This Meal Plan shall include specific portion sizes (indicating cooked or raw weight when appropriate), caloric content and seasonal variations due to holidays such as Christmas or Thanksgiving.
 - (3) Entrée items including casseroles must include cooked weight measurements of meat or meat equivalent per portion.
 - (4) Appropriate condiments to be served must be included.
- c) Balanced Menu Planning Requirements
- (1) The menu shall be planned with products and recipes with proven inmate acceptability. The vendor shall include in the proposal a method to monitor inmate preferences and to make acceptability adjustments. A sample meal quality-assurance assessment form shall be submitted.
 - (2) A variety of food flavors, textures, temperatures, and appearances shall be used.
 - (3) Fruit and vegetable requirements:
 - (a) To assure a minimum level of menu quality, at least five 1/2-cup fruit components and vegetable equivalents are required each day on the menu. A minimum daily variety of four different fruits and vegetables shall be used to meet the requirement. As specified by the Food Buying Guide.
 - (4) Avoid excessive fat calories :
 - (a) To avoid excessive fat calories, and provide more stomach filling bulk on the menu, portions for margarine, butter, salad dressing, and mayonnaise shall be restricted on the menu. A maximum of 1/2 oz shall be used as a margarine or salad dressing portion. Sandwich meals shall include appropriate mustard and catsup condiments, not unnecessary margarine.
- d) Nutritional requirements
- (1) Menus will provide an average of **2700 calories per day** in addition to all required nutrients. There shall be no variance in the number of calories.

Carbohydrates:	50% of calories
Fats:	30% of calories
Protein:	20% of calories

 - (a) Meals shall have a minimum average of 135 grams of protein per day.
 - (b) Inmates shall be provided one-half (1/2) pint of fresh, two percent (2%) milk each day with breakfast and punch or ice-tea offered at both lunch and dinners. **Powdered milk will not be served in lieu of fresh milk.**

- (2) Nutritional Analysis – tied to actual recipes & products proposed
 - (a) A weekly Summary Report of the nutritional analysis of the menu with a weekly summary indicating the percentage of compliance to the highest RDA values for the population shall be submitted with the proposal.
 - (b) Each item on the menu shall have specific nutritional values based on recipes that will be used in the facility. For example, the specific calories, protein, fat, sodium, calcium, iron, and vitamins in the recipe that will be used for Beef, Macaroni, and Tomatoes and all other meal items shall be separately identified on the computer analysis.
- (3) Menu & analysis certified by Licensed & Registered Dietician.
 - (a) A Licensed and Registered Dietitian (in the State of Texas) shall certify the inmate menu in the proposal with a signed nutritional compliance statement for the age and sex of the population. A copy of the dietitian's ADA registration card shall be submitted with the proposal as well as a copy of the License and Registration Certificate (State of Texas). A copy of these menus shall be on file in the office of the Chief Deputy for County Jails/Detention. All meals served must be from the dietitian's pre-approved menus. Failure to do so shall result in the rejection of the proposals.
 - (b) A Licensed and Registered Dietitian will approve all menus prior to service and annually thereafter. All meals served will be in compliance with the most recently published Recommended Dietary Allowances and Dietary Reference Intakes for adult males as established by the National Academy of Sciences for Nutritional and caloric content, as established and also comply with all applicable and State of Texas laws .

EXAMPLE (START) : INCLUDE YOUR PROPOSED REPLACEMENT FOR THIS SECTION

Review these optional requirements that your facility may need to include to meet its goals. Notes explaining the purpose and potential drawbacks of these requirements are included with these optional requirements.

- (4) Percent of calories as fat (optional)
NOTE TO RFP WRITER (S): The purpose of adding this as a requirement is to move toward one of the nationally recognized public nutrition goals of reducing the amount of calories from fat in the American diet to about 30% of calories. The 'typical' American diet is about 35% of calories as fat. Lower fat menus that keep calories the same usually are more costly.
 - (a) A maximum average of (30 %, 35%)* of calories as fat is required, as demonstrated by the nutritional analysis.

e) Meal Pattern Requirements (optional)

NOTE TO RFP WRITER (S): The purpose of adding this as a requirement is to assure the trays you use look full in addition to meeting nutritional requirements. More components required at each meal could increase the cost of services.

- (1) To assure that meals are appealing, a minimum number of menu components are required for each meal.
 - (a) Casseroles cannot count as two items.
 - (b) Bread, condiments, and beverages (other than 100% juice) do not count as components.
- (2) Based on the patterns noted below, Breakfast meals are to comply with pattern (A, B, or C) Lunch and Dinner meals are to be based on pattern (D, E, or F)

Breakfast Pattern Options

A	B	C
<u>Small (2 items)</u>	<u>Medium (3 items)</u>	<u>Large (4 items)</u>
1. Cereal	1. Cereal	1. Fruit components
2. Entrée	2. Entrée	2. Cereal
Bread (as needed)	3. Side Dish	3. Entree
Condiments (as appropriate)	Bread (as needed)	4. Side Dish
Milk	Condiments (as appropriate)	Bread (as needed)
	Milk	Milk
	Milk	Condiments (as appropriate)

Breakfast Entrée items may include eggs, meat, cheese, peanut butter, pancakes, French toast, waffles, etc.

Breakfast Side Dish may include fruit, potatoes, coffeecake, muffins, etc.

Lunch and Dinner Pattern Options

D	E	F
<u>Small (3 items)</u>	<u>Medium (4 items)</u>	<u>Large (4 items)</u>
1. Entrée	1. Entrée	1. Entrée
2. Side Dish	2. Side Dish	2. Side Dish
3. Dessert or Fruit component	3. Side Dish	3. Side Dish
Bread	4. Dessert or Fruit component	4. Dessert or Fruit component
Condiments (as appropriate)	Bread (as needed)	Bread (as needed)
Beverage	Condiments (as appropriate)	Condiments (as appropriate)
Milk (optional)	Beverage	Beverage
	Milk (optional)	Milk (optional)

CURRENT TRAYS WILL ACCOMMODATE AT LEAST 4 SLOTS

Lunch and Dinner Side Dish may include a variety of soups, starches, cooked vegetables, salads and chips.

f) Types of Meat Requirements (optional)

NOTE TO RFP WRITER (S): The purpose of adding this as a requirement is to address some common inmate concerns. Menus can be developed that are nutritious and acceptable without these requirements but some facilities prefer to specify the following types of information.

(1) **Pork and pork-derived products are not allowed on any menu in this facility.**

(2) An average of 6 ounces cooked weight meat or meat equivalent (Cheese, eggs, or peanut butter only) are to be provided daily.

(3) Whole muscle meat items (such as chicken quarters) must be served at least 1 times in the menu cycle.

(4) Ground meat items like taco filling, meat sauce for spaghetti, etc. should be made with ground beef. **All ground beef will be 80/20 or less to reduce the saturated fats in menu.**

(5) **The use of granular soy as a meat replacement or enhancement is not allowed.**

Mechanically Separated Chicken MSC should be used instead of soy.

However, soy use for the sole purpose as a binding agent only for ie: formed patties or chicken fritters to keep its' shape, will be considered.

END OF EXAMPLE

Required:

3) Court Sack Meals

a) For approximately 50-150 inmates five days per week sack meals for court are to be provided. These meals are in place of regular inmate meals.

b) Court sack meals are to consist of:

Two sandwiches made with: 4 slices bread and 3-oz. luncheon meat and/or cheese

2 p.c. condiments

Fruit component

Chips in bag

Bulk beverage drink (Kook-Aid, Gatorade or equal) Food Service contractor will provide two (2) each, five (5) gallon containers for drinks, along with drink cups. Food Service Contractor shall prepare the drink in bulk and place into the five (5) gallon containers for pick-up by the Work Release Officer Staff along with the sack lunches. Empty five (5) gallon containers will be returned to the Corrections Center at the next day pick-up by Work Release Officer Staff.

c) Work Release Officer Staff will advise the food service contractor by no later than 6:00 a.m. each day, via facsimile or hand delivered memo list of the number of sack lunches required for the day.

Note: Several extra lunches may be ordered each day.

d) The sack lunches will be picked up at either the Carrizales Rucker Detention Facility or Detention Center # 2 from 7:00 a.m. to 8:30 a.m.

Sack meals are to be billed at regular inmate rates Work Release Sack Meals (if applicable)

- 4) For approximately 32 inmates, five days per week sack meals are to be provided. This number may vary from day to day depending on the number of participants entering and leaving the program. The number range of participants are from 46 maximum to 26 minimum. These meals are in place of regular inmate meals.
- d) Work Release sack meals are to consist of:
Two sandwiches made with: 4 slices bread and 3-oz. luncheon meats and/or cheese
2 p.c. condiments
Fruit component
Chips in bag
Dessert Item
all items above shall be placed in a paper bag, along with the other lunch components.
Bulk beverage drink (Kook-Aid, Gatorade or equal) Food Service contractor will provide two (2) each, five (5) gallon containers for drinks, along with drink cups. Food Service Contractor shall prepare the drink in bulk and place into the five (5) gallon containers for pick-up by the Work Release Officer Staff along with the sack lunches. Empty five (5) gallon containers will be returned to the Corrections Center at the next day pick-up by Work Release Officer Staff.
- e) Sack meals are to be billed at regular inmate rates.
- f) Work Release Officer Staff will advise the food service contractor by no later than 6:00 a.m. each day, via facsimile or hand delivered memo list of the number of sack lunches required for the day.
Note: Several extra lunches may be ordered each day.
- g) The sack lunches will be picked up at either the Carrizales –Rucker Detention Facility or Detention Center # 2 from 7:00 a.m. to 8:30 a.m..
- 5) Medical, Religious and Ethnically acceptable Diets
- a) The vendor shall provide, at no additional cost, religious and medical diets conforming to special religious or physician-ordered specifications. Meal plans for inmates on these special, modified, and medical diets 2,800 cal. ADA, bland, low fat / low cholesterol, etc.) shall also be submitted. There shall be approximately 250 special diets per meal. These include a fourth meal or snack for medical requirements.
- Special diets as ordered by appropriate Medical Staff and meeting the Recommended Dietary Daily Allowances shall be available as needed.
- In-between meal snacks as ordered by Medical – Fruit component
- Night-time snacks as ordered by Medical – Cheese and crackers, Boiled egg, Fresh fruit component or Protein Snack.

- b) Average number and type
 - (1) The average daily number of inmates receiving medical or religious diets has been approximately 250 including an average of 50 night snack meals to inmates for medically approved diets.
 - (2) The most common medical and religious diet orders are: 2,800 Kcal ADA, Kosher, Vegetarian, Bland, Mech-soft, low salt / low cholesterol, Renal, Cardiac, Pregnancy.
 - c) Policies and Documentation Requirements
 - (1) The vendor will submit with their proposal a sample of their corrections diet handbook. & sample diet menu and include all specified diets.
 - d) The vendors shall also provide ethnically acceptable food items ie: Spanish rice, beans, tacos, flour and corn tortillas, carne guisada, enchiladas, caldos, and mole.
- 6) Staff Meals
- a) Vendor shall detail their recommendations for institution of an officer's dining room program.
 - b) Vendor shall prepare meals for jail staff in the officer's dining room during the same inmate food service hours in a manner consistent with current services. .
 - c) Vendor shall prepare sack lunches for approximately 8-12 Detention guards assigned to work release programs.
 - d) Continuous Coffee and Tea Service will be provided to the staff, twenty-four hours per day. Costs of this service shall be included in the price per meal. There shall be five (5) coffee and tea locations (Officer's Dining Rooms), ie: one at each separate facility and two at Carrizales Jail, where "continuous coffee and tea service" is required. Vendors shall provide a plan outlining how this service will be provided in their proposal.
 - e) Cameron County is to be billed for all Staff Meals.
 - f) Vendor's Staff Meals will not be charged to the County.
- 7) Holiday Meals
- a) The vendor shall include in the proposal their policies for serving special meals (spirit lifters) on holidays.
 - b) Proposed menus and holidays shall be identified. A minimum of five (5) spirit lifter meals shall be provided annually, including Easter, Thanksgiving, Christmas, and New Year holiday periods and one (1) meal to be scheduled at the discretion of the Sheriff's Office.
 - c) All such meals will be provided at contract rates.
- 8) Plan for Product Wholesomeness
- a) Vendor will warranty that:
 - (1) All meat products will be purchased from suppliers using HACCP (Hazard Analysis Critical Control Point) programs.
 - (2) All food items will be purchased from facilities and manufacturers that meet all applicable federal and state regulations for food safety, use only industry "best practices" to assure wholesomeness and maintain appropriate liability insurance on their products.
 - (3) Second Market, out of date or distressed food products will not be used in the preparation of meals.

- b) Vendor will provide a written procedure for verification of food safety and quality of ‘spot buys’ (these are items purchased at a discount usually from a broker or distributor).
 - c) Vendor will include in the proposal its specific plan for maintaining safe and wholesome food in the facilities operated by this jurisdiction.
- 9) Documentation of meals served
- a) Served Menu records -Substitution policy
 - (1) Documentation of all meals served including substitutions shall be maintained. A plan for assuring nutritional compliance with substitutions shall be provided in the proposal.
 - (2) The vendor shall outline procedures used to assure all meals will be served at 140 degrees Fahrenheit for hot meals and 40 degrees Fahrenheit for cold meals - temperatures and in a manner, that makes them palatable, neat, and visibly pleasing and must follow T.D.H. requirements.
 - b) Standardized recipes
 - (1) Standardized recipes with portion yield data for all items shall be available and utilized.

D. Staff Requirements

- 1) Staffing plan to provide adequate resources to meet objectives
 - a) From the time the contract is awarded, the successful vendor shall assign an on-site Food Service Director to work with Cameron County for the duration of the contract.
 - b) Proposals shall include a proposed staffing plan detailing the number of employees the vendor will use on each shift at each kitchen.
 - c) The vendor will provide an organizational chart and job descriptions for all professional with their proposal. **NO INMATE PERSONNEL SHALL BE USED FOR THE DELIVERY OF MEALS.**
 - d) **NO INMATE PERSONNEL SHALL BE USED TO PROVIDE ANY ASSISTANCE**
 - e) The vendor is responsible for all wages, salary benefits, and overtime payments to its staff.
 - f) Vendor will provide for their employees, as a part of this contract, food handler’s gloves, plastic aprons, hairnets, caps, and any other food service related clothing items necessary to meet jail or health standard requirements.
 - g) Vendor agrees to reimburse the County for the salary of one staff member at the agreed to weekly rate.
- 2) Credentials of vendor staff
 - a) The vendor shall submit the resume of the District Manager as a part of its proposal.
 - b) The vendor will include a description of the qualifications of the Food Service Director they plan to place in facilities. The Food Service Director must be **Serv Safe Certified** and a copy of the Certification must be provided to the County prior to start-up. The Food Service Manager must be trained, experienced and knowledgeable of food services in a jail facility. This Director shall be subject to review by the Chief Deputy for County Jails / Detention. Resumes, including correctional experience, are to be included with proposals. Interviews with proposed managers may be required by Cameron County prior to award.

- c) In the event a Food Service Director is absent because of illness, vacation, or any other reason, an acceptable alternative shall be submitted as a replacement. Resumes of the replacements must also be furnished with this proposal.
 - d) The vendor shall require that all staff shall have a Food Handler's Certificate from the Cameron County Health Dept. and provide proof of such to the County. All cost of obtaining such certificates shall be borne by the vendor.
- 3) Employee related processes
- a) Health exams
Vendor will agree that its employees assigned to duty at the jail shall submit to periodic health examination at least as frequently and as stringently as required by law and agrees to submit satisfactory evidence of compliance with all health regulations to the County, upon request. Vendors must provide proof and ensure that all employees have received all necessary inoculations / vaccines as determined by the Health Department and the County Health Dept. Director and Jail Infirmary Director.
 - b) Clearance requirements
 - 1) All employees of the contracting firm who will work in the jail must be trained, honest, reliable, and cleared by the Sheriff's Dept. as well as provide any supporting documentation required by the Sheriff's Office. All employees must comply with the Department's written policy and procedures relating to facility security.
 - 2) Vendor must provide proof that employees have successfully passed a pre-employment drug and alcohol screening prior to working in the jail in order to prevent the possibility of drug contraband being carried into the jail by kitchen employees, and conform to existing Cameron County drug test policies.
 - 3) Cameron County reserves the right to run a Criminal History - background check on vendor employees.
 - 4) The County shall retain the right to deny entry to any and all employees of the vendor.
- 4) Supervision & training of inmates – **WILL NOT BE PERMITTED**
- a) **NO INMATE PERSONNEL SHALL BE USED**
 - b) **INMATES ARE NOT PERMITTED TO SUPERVISE OTHER INMATES.**
- 5) Supervision & training of paid staff

The vendor's Registered & Licensed Dietician shall provide a minimum of two (2) trainings per year in food service delivery, sanitation, therapeutic diets and management. The proposal shall outline what this training will entail as part of the vendor's overall training program.

Vendor shall actively participate in ongoing in-service training, provided by the vendor, on safety, sanitation, and food handling as well as ongoing in-service training provided by the Sheriff's staff on security, policies, and procedures.

6) Responsibilities of Contractor's staff

All proposals must clearly detail that inmates will not be used as part of the vendor's food service proposal. Included in this section shall be detailed explanation of method of supervision and job descriptions of staff.

This section shall also define the levels of contractor staffing, their responsibilities, job descriptions, performance reviews, and overall approach to working with County employees.

E. Participation in Federal / state programs (include those that apply)

1) Commodities

- a) Cameron County qualifies to receive Surplus Commodities from the U.S. Department of Agriculture. There is no guarantee on what, if any, commodities will be available to Cameron County during the life of this contract. Vendor agrees to make the fullest use of the USDA donated commodities when they are available, wholesome, and appropriate for menu purposes.
- b) Federal regulations permit a contractor's use of Surplus Commodities in providing food services in the County jails. However, the vendor shall assume all costs, both direct and indirect, in procuring such commodities and in complying with the rules and regulations of the U.S.D.A. and the Texas Department of Human Services. The vendor should not accept any such commodities that are contaminated, expired or in excessive amounts.
- c) The utilization/control of USDA donated commodities are subject to the following requirements:
 - (1) The vendor will properly handle, store, and prepare all commodities.
 - (2) Vendor agrees that any USDA commodities received on behalf of Cameron County shall only benefit Cameron County and shall be utilized only in the performance of this contract.
 - (3) Vendor shall maintain all financial and supporting documents, statistical records, and any other records pertinent to the use of the USDA surplus commodities program. The records and documents shall be maintained for a minimum of three (3) years and ninety (90) days after termination of this contract period.
 - (4) Vendor agrees that if any litigation, claim or audit involving these records begins before the three-year period expires, the vendor shall keep the records and documents for not less than three (3) years and ninety (90) days and until litigation claims of findings are resolved. The case is considered resolved when there is a final order issued in litigation, or a written agreement is entered into.
 - (5) Vendor shall main records of non-expendable property acquired under this contract for three (3) years after final disposition of the property.
 - (6) All Surplus Commodity records shall be made available to representatives of the Texas Department of Agriculture and/ or General Accounting Office, as well as the County Auditor's Office at any reasonable time and place for inspection and audit. Failure to comply with the provisions set forth above shall be cause for termination of contract.
 - (7) Vendors are to propose prices without regard to the availability of Surplus Commodity or foods provided by the County. Any Surplus Commodity or food provided by the County will result in a price decrease based upon the current wholesale price of that commodity or a substitute commodity.
 - (8) On the commencement date of this contract, all food inventory on hand (current County inventory of food) will be charged to the vendor at the invoice price. Copies of invoices and the current inventory will be made available by the current County Jails / Detention Food Services Director.

- (9) A weekly inventory shall be taken of all commodities by the vendor. The report shall include for each USDA donated commodity, the commodities on hand at the beginning of the week, the quantity used, the quantity lost due to spoilage, theft, or shrinkage, and the balance at the end of the week.
 - (10) Commodities received will be used solely for the benefit of those persons in the jail.
 - (11) The vendor shall credit to the County's invoice, the fair market value as determined by the USDA published rate, of each commodity item used for the period, deducting there from shipping and handling charges actually incurred.
 - (12) We have received USDA donated commodities within the past year. Poultry was received.
- 2) Reimbursement of Commodities
 - (1) The Proposer will explain in detail their Procedure and method for reimbursement to Cameron County for USDA Commodities and \$ Dollar value.
 - 3) ACA (American Correctional Association) and NCCH (National Commission on Correctional Healthcare) accreditation
 - a) The County is not currently accredited by ACA and NCCH
 - b) If accredited:
 - (1) Vendor's proposal must demonstrate clear understanding of ACA and NCCH standards.
 - (2) References must include facilities where accreditation has been achieved
 - 4) Other
 - Note any other Mandatory or voluntary programs or requirements the vendors should be aware of. Examples: Court orders affecting food service, state regulations, etc.

F. Audits

- 1) The County reserves the right to Audit Vendor operations and personnel as deemed necessary by the Auditor's Department.
- 2) The County will require a copy of the training plan for Vendor's Staff and b) provide a copy for the County upon request.

G. Disaster Plan

- 1) Vendors shall provide (in their proposals) a plan to store and provide meals for up to five (5) days in case of natural or manmade disasters, or in the event that the kitchen facilities and/or equipment become temporarily unavailable, disrupting normal food supplies to the Jail system.
- 2) Contractor must include an Emergency Hurricane Plan in their proposal.
- 3) Contractor must have food onsite throughout the entire Hurricane season.
- 4) Contractor is required to feed Emergency Recovery Teams with explanation of meals being Hot or Cold.
- 5) Contractor must have documented past recovery efforts.

IX. CONTRACT

A. Contract Term:

Successful vendor will be awarded an initial contract, effective from the date of execution of **Contract** for three (3) years **through April 30, 2025**. Prices must remain firm for the entire contract. Cameron County will consider price re-determination as discussed on Page 4.

Upon acceptance of a proposal by Cameron County Commissioners Court and issuance of a Contract and a Purchase Order by the County, the successful proposer shall be obligated to deliver the stated services in accordance with these specifications. The initial contract period shall commence from date of award, and continue for three (3) years **through April 31, 2025**. Cameron County reserves the right to exercise an option to renew the contract of the vendor for two (2) additional years, provided such option is stipulated in the Special Conditions and agreed upon by both parties.

1. It shall be the responsibility of the proposer to thoroughly familiarize themselves with the provisions of these specifications. After executing the contract, no consideration shall be given to any claims of misunderstanding.
2. The vendor agrees to abide by the rules and regulations as prescribed herein and as prescribed by the County as the same now exists or may hereafter from time-to-time be changed in writing.
3. No proposal will be accepted from, or contract awarded to, any person, firm or corporation that has defaulted upon any obligation to the County by failing to perform satisfactorily any previous agreement or contract within the past seven (7) years.

B. Contract Review:

Cameron County and the Food Service Provider shall, within 30 days of execution of an agreement, set dates through the scheduled contract termination date for quarterly review meetings between the Department and the Food Service Provider personnel for the evaluation and amendment, if necessary, of the Agreement.

The Department and the Food Service Provider shall, within 30 days of execution of an agreement, formulate a monthly report form that will establish the basis for the quarterly review sessions.

C. Renewal Options:

Cameron County reserves the right to exercise an option to renew the **contract of the vendor for two (2) additional years, provided such option is stipulated in the Special Conditions Section and** agreed upon by both parties. If the County exercises the right in writing, the Proposer shall update and submit any legal documents required during the initial solicitation by no later than thirty (30) calendar days prior to the commencement of the option period. These documents, if applicable, will be specified in the Special Conditions and include, but are not limited to, Insurance Certificates and Performance Bonds and must be in force for the full period of the option. If the updated documents are not submitted by the Proposer in complete form within the time specified, the County will rescind its option and seek a new Proposal solicitation.

D. Continuity of Service:

Continuity of service is critical to Cameron County. The successful vendor must recognize this and upon expiration of contract agree to:

1. Furnish phase-in to a new vendor, if required.
2. Exercise best efforts and cooperation for an orderly and efficient transition to a new vendor, if required.
3. Negotiate, in good faith, a plan with a successor to determine the nature and extent of the phase-in, phase-out services required. The plan shall specify a date for work described in the plan and shall be subject to the approval of the Executive Chief Deputy of Jail Facilities. The current vendor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for in the contract are maintained at the required level of proficiency.
4. Leave as many personnel as practical to remain on the job to help the successor maintain the continuity and consistency of the services required by the contract. The current vendor shall also disclose necessary personnel records and allow the successor to conduct on-site interviews with those employees. If selected employees are agreeable to the changes, the current vendor shall release them at a mutually agreeable date and negotiate the transfer of their earned fringe benefits to the new vendor.
5. Contract must provide a Transition Plan and show the ability to open within 30 days of award of contract.

X. TERMINATION OF CONTRACT

- A. Continuing non-performance of the vendor in terms of Specifications shall be a basis for the termination of the Contract by the County. The County shall not pay for work, equipment, or supplies which are unsatisfactory. Vendors will be given a time span of three (3) days before termination to correct the deficiencies. This, however, shall in no way be construed as negating the basis for termination for non-performance.

Either Party reserves the absolute right to terminate this contract without cause in whole or in part, for the convenience of the County at its sole discretion on thirty (30) days written notice to the vendor.

In the event that the vendor shall fail to perform, keep or observe any of the terms, covenants and conditions of the contract to be performed, kept or observed, the County shall give the vendor written notice of such default; and in the event said default is not remedied to the satisfaction of the County within three (3) days of receipt of such notice by the vendor, the vendor may be declared in default and all of the vendor's rights hereunder shall terminate. At the direction of the County, the vendor shall have no right to further perform under the contract.

The vendor in accepting the contract agrees that the County shall not be liable for damages in the event that the County declares the vendor in default hereunder.

The County reserves the absolute right to terminate this contract without cause in whole or in part, for the convenience of the County at its sole discretion on thirty (30) days written notice to the vendor.

- A. Lack of Funds: Notwithstanding any other provisions of the contract, if the funds anticipated for the continued fulfillment of this contract are at any time not forthcoming, through the failure of the County government to appropriate funds, discontinuance or material alteration of the program under which funds were provided, Cameron County shall have the right to terminate the contract without penalty by giving not less than sixty (60) days written notice documenting the lack of funding.**

XI. RESPONSIBILITY OF CAMERON COUNTY

- A. The Department of Corrections and/or County shall be responsible for and provide:
- 1) Accurate and timely orders for the number of meals to be served to inmates, correctional officers, and staff within two (2) hours of the time for meals to be served.
 - 2) Provide adequate ingress and egress to all production areas.
 - 3) Adequate heat, lights, ventilation, and all other utilities. Cameron County shall provide local intercom and business telephone service to the vendor at no charge. This telephone shall be used only for local service, business-related calls. Should the contractor desire local service for personal use and other non-business related calls or long distance calls, whether business or personal, a separate telephone not connected to the county system shall be installed at the contractor's expense.
 - 4) Extermination services and removal of trash and garbage from loading dock areas.
 - 5) General maintenance to the building structure including, but not limited to, the maintenance of gas, water, sewer, ventilation, lighting, air conditioning, refrigeration, duct work, floor coverings, and wall and ceiling surfaces. The county's maintenance does not include day to day cleaning operations in the kitchen area.
 - 6) Adequate preparation, storage, and holding equipment and maintenance for same.
 - 7) **NO INMATES SHALL BE USED TO pass out of trays, wash dishes, general clean-up).**
 - 8) Security, control, and limitation of inmate movement in, to, and from the food service area, including physical security of employees, suppliers, and other authorized visitors.
 - 9) Maintain kitchen appliances and equipment in proper working order on an on-going basis. However, the successful vendor will be required to initiate repair orders through the County's established procedures. Equipment will remain the property of Cameron County.
 - 10) Physical Inventory of all utensils, current small wares (ie: ladles, spoons, dippers, etc.) shall be completed by the County Jail Food Services Dept. Representatives from the successful vendor, jail, and Asst. Auditor Fixed Assts will physically verify the accuracy of the listing and initial. A copy will be made available prior to vendor taking charge, to ensure an adequate supply of utensils and hold the vendor accountable for all utensils and supplies. Upon the expiration of the contract, a physical inventory will again be taken with representatives from the vendor, jail, and Asst. Auditor Fixed Assets. Additional equipment inventories may be taken during the life of the contract at the County's discretion.
 - 11) Small wares and utensils shall be replaced by the vendor if they are damaged or lost.
 - 12) Physical Inventory of all equipment (on-site) as well as the equipment's working condition / operational status shall be completed by the County Jail Food Services Dept. and Building Maintenance and made available to vendor prior to vendor taking charge, to ensure and hold the vendor accountable for all equipment, if it is determined - by the repair company, that the equipment was mishandled or improperly used.
 - 13) Insulated trays should be used. County will make sure that an adequate supply of trays shall be on hand at the beginning of the contract and an inventory shall be performed by the County and

- provided to the vendor. Vendors will replace trays that are stolen or lost. If the population increases by a significant amount, Cameron County will purchase all extra trays as required.
- 14) Cameron County will maintain and repair the building structure and provide adequate security of all food service areas at all times during food service operations.
 - 15) Cameron County will provide clean uniforms for inmate help.
 - 16) All kitchen equipment, appliances, SHALL BE THE COUNTY'S RESPONSIBILITY, HOWEVER ALL serving and cooking utensils, pots, pans, individual insulated serving trays, and eating utensil SHALL BE REPLACED BY THE VENDOR.
 - 17) Utility services, including all costs for connection and reconnection.
 - 18) Cameron County shall provide maintenance and use of electricity, gas, water, sewer, local telephone, grease traps, and garbage pick-up services and containers.
 - 19) Pest control for all areas assigned to vendor.

XII. COST SUMMARY

Cameron County's **current Cost per Meal is One dollar and ten cents (1.10)** (w/o labor price).
Quarantine per **Meal price is Two dollars 2.00 (w/o labor price).**

The cost per meal prepared shall be indicated on the proposal summary sheet (Attachment A).
The Sliding Scale Cost per meal shall be indicated on the proposal summary sheet (Attachment B).

PRICING OPTION 1

ATTACHMENT A

CAMERON COUNTY INMATE FEEDING COST SUMMARY

INMATE MEALS

W/O COUNTY
JAIL STAFF ASSISTANCE

COST PER MEAL _____

STAFF MEALS

COST PER MEAL _____

Cameron County's objective is to have all vendor's charges included in the Cost per meal price. If the Vendor is proposing any charges (subject to the requirements of this Proposal) outside of the Cost per meal price, please identify and explain all other charges below:

The County reserves the right to increase or decrease the quantities to meet its actual needs without adjustment in the Price until price re-determination is completed at end of each annual period.

PRICING OPTION 2 - (SLIDING SCALE)

ATTACHMENT B

**CAMERON COUNTY INMATE FEEDING COST SUMMARY
INMATE MEALS**

AVERAGE # OF INMATE POPULATION PER MONTH AS PER CHIEF COUNTY JAIL OFFICER'S MONTHLY REPORT

**WITHOUT COUNTY
JAIL STAFF ASSISTANCE
COST PER MEAL**

1 TO 500	_____
501 TO 600	_____
601 TO 700	_____
701 TO 800	_____
801 TO 900	_____
901 TO 1,000	_____
1,001 TO 1,100	_____
1,101 TO 1,200	_____
1,201 TO 1,300	_____
1,301 TO 1,400	_____
1,401 TO 1,500	_____
1,501 TO 1,600	_____
1,601 TO 1,700	_____

STAFF MEALS

COST PER MEAL

COST PER MEAL

Cameron County's objective is to have all vendor's charges included in the Cost per meal price. If the Vendor is proposing any charges (subject to the requirements of this Proposal) outside of the Cost per meal price, please identify and explain all other charges below:

In further description of this proposal, we desire to submit sheets marked as follows:

Bidding under the name of: _____

Federal Employee Identification Number _____
which is (Check one of the following):

() Corporation, incorporated under the laws of the State of: _____ *

() Partnership, consisting of (List Partners) _____

() Assumed Name (Register No.) _____

() Individual

AUTHORIZED SIGNATURE: _____

Printed or typed: _____

TITLE: _____

ADDRESS: _____

DATE: _____

TELEPHONE: _____

When payment on such order or contract is to be directed to the same company at an address different from above, fill in the following address:

The Contractor shall not assign this contract without the approval of the Cameron County Commissioners.

- A detailed and certified financial statement shall be submitted by all corporations.

RFP Title _____

Proposer's Name _____ ATTACHMENT D

REFERENCES

Please list five (5) references of current customers who can verify the quality of service your company provides. The County prefers customers of similar size and scope of work to this RFP.

THIS FORM MUST BE RETURNED WITH YOUR RFP.

REFERENCE ONE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ e-mail address _____

Contract Period: _____ Scope of Work _____

REFERENCE TWO

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ e-mail address _____

Contract Period: _____ Scope of Work _____

REFERENCE THREE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ e-mail address _____

Contract Period: _____ Scope of Work _____

REFERENCES (CONTINUED)

REFERENCE FOUR

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ e-mail address _____

Contract Period: _____ Scope of Work _____

REFERENCE FIVE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ e-mail address _____

Contract Period: _____ Scope of Work _____

STATE OF TEXAS
COUNTY OF CAMERON

AFFIDAVIT

The undersigned certifies that the RFP prices contained in this RFP have been carefully checked and are submitted as correct and final and if RFP is accepted (within 60 days), agrees to furnish any and/or all items upon which prices are offered, at the price(s) and upon the conditions contained in the Specifications.

BEFORE ME, the undersigned authority, A Notary Public in and for the State of _____, on this day personally appeared _____ who, after having first been duly sworn, upon oath did depose and say;

That the foregoing RFP submitted by _____ hereinafter called "Proposer" is the duly authorized agent of said company and that the person signing said RFP has been duly authorized to execute the same. Proposer affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this RFP in collusion with any other Proposer. The Proposer is not a member of any trust, pool, or combination to control the price of products or services RFP on, or to influence any person to RFP or not to RFP thereon. I further affirm that the Proposer has not given, offered to give, nor intends to give, at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discounts, trip, favor, or service to a public servant in connection with the submitted RFP. The contents of this RFP as to prices, terms or conditions of said RFP have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this RFP.

Name and Address of Proposer :

Telephone number _____ Fax number _____

Signature

Name: _____ Title: _____

SWORN TO AND SUBSCRIBE BEFORE ME THIS _____ day of _____ 20 _____.

Notary Public in and for County _____ State _____

THIS FORM MUST BE RETURNED WITH YOUR RFP

RESIDENCE CERTIFICATION

Pursuant to Texas Government Code §2252.001 *et seq.*, as amended, Cameron County requests Residence Certification. §2252.001 *et seq.* of the Government Code provides some restrictions on the awarding of governmental contracts; pertinent provisions of §2252.001 are stated below:

“Nonresident Proposer ” refers to a person who is not a resident.

“Resident Proposer ” **refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.**

I certify that _____ is a Resident
(Company Name)
Proposer of Texas as defined in Government Code §2252.001.

I certify that _____ is a Nonresident
(Company Name)
Proposer as defined in Government Code §2252.001 and our principal place of business is

(City and State)

CAMERON COUNTY EXPRESSLY REQUESTS THAT PROPOSERS NOT DISCUSS THIS ENGAGEMENT OR THIS PROPOSER'S PLANS, EXPERIENCE OR CREDENTIALS WITH OTHER PROPOSERS OR ANY MEMBER OF COMMISSIONERS' COURT, ANY COUNTY OFFICIAL, OR ANY EVALUATION COMMITTEE MEMBER APPOINTED BY COMMISSIONERS COURT. EXCLUDED ARE PRE-PROPOSAL CONFERENCES, EVALUATION COMMITTEE SCHEDULED VENDOR PRESENTATIONS OR VENDOR INTERVIEWS, OR EVALUATION COMMITTEE SCHEDULED EQUIPMENT OR SERVICES DEMONSTRATIONS. YOU MAY CONTACT THE ASST. AUDITOR / PURCHASING DEPARTMENT AT ANY TIME.

FROM RFP OPENING DATE THROUGH COMMISSIONERS COURT MEETING FOR SELECTION, VENDORS WILL NOT APPROACH THE COUNTY JUDGE OR COMMISSIONERS TO DISCUSS MATTERS PERTAINING TO THIS RFP.

- 01. Has any individual with the firm submitting this Proposal Response made any contact with any member of Commissioners Court, any County Official, or an Evaluation Committee member concerning this Invitation to RFP, other than questions to the Assistant County Auditor/Purchasing Officer?

- 02. Has any individual with the firm submitting this Proposal Response made any contact with any other Proposer concerning this Invitation to RFP?

Signature of person submitting this

Date

THIS FORM MUST BE RETURNED WITH YOUR RFP

ORDER NO. 2007O2005

THE STATE OF TEXAS §
COUNTY OF CAMERON §

ORDER ADOPTING CONTRACTING RULES
FOR PERSONS INDEBTED TO COUNTY

WHEREAS, pursuant to V.T.C.A., Local Government Code, Section 262.0276, a commissioners court is authorized to adopt rules permitting a county to refuse to enter into a contract or other transaction with a person indebted to the county;

WHEREAS, the Commissioners Court of Cameron County finds it is in the best interest of Cameron County to adopt such rules;

NOW THEREFORE, BE IT ORDERED by the Commissioners Court of Cameron County, that the following rules be adopted regarding Cameron County and persons interested in doing business with Cameron County:

- 1. Cameron County may refuse to enter into a contract or other transaction with a person with a past due debt to Cameron County, including delinquent ad valorem taxes, even if the person is the lowest bidder or successful proposer; and
2. For purposes of this Order, a debt is past due if it is not received in the County Treasurer's Office by the due date in a written agreement or notice, and ad valorem taxes are past due if not received in the County Tax Assessor/Collector's Office by February 1st following the January 1st on which the ad valorem taxes are due.
3. For purposes of this Order, a person includes an individual, sole proprietorship, corporation, nonprofit corporation, partnership, joint venture, limited liability company, and any other entity that proposes or otherwise seeks to enter into a contract or other transaction with Cameron County requiring approval by the Commissioners Court.

ADOPTED this 13 day of March, 2007.

Taxpayer Identification Number (T.I.N.):

Cameron County Acct #'s : Real Estate Personal Property

01. Is the person or the firm submitting this RFP current with all local and State taxes?

Signature of person submitting this RFP

Date

THIS FORM MUST BE RETURNED WITH YOUR RFP

Certification Regarding Debarment, Suspension Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, in the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;
- b. Have not within a three-year period preceding this proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, theory, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and
- d. Have not within a three-year period preceding this bid/proposal and/or application had one or more public transactions terminated of cause or default.

Company Name: _____

Signature: _____

Print Name: _____

Title: _____

Telephone Number: _____

Date: _____

If the Bidder / Proposer is unable to certify to all of the statements in this Certification, such Bidder / Proposer should attach an explanation to this Bid / Proposal.

THIS FORM MUST BE RETURNED WITH YOUR RFP

Attachment I (page 2)

SWORN STATEMENT ON DEBARMENT

This SWORN statement is submitted with project number _____

By: _____
(PRINT INDIVIDUALS NAME AND TITLE)

For: _____
(PRINT NAME OF ENTITY SUBMITTING SWORN STATEMENT)

whose business address is:

CITY STATE ZIP VOICE PHONE

and if applicable its Federal Employee Identification Number (FEIN) is: _____

(INDICATE WHICH STATEMENT APPLIES)

_____ Neither the entity submitting this SWORN statement, nor any of its officers, directors, executives, partners, shareholders, employees, members or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime.

_____ The entity submitting this SWORN statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity **HAS BEEN CHARGED WITH AND CONVICTED OF A PUBLIC ENTITY CRIME.**

_____ The entity submitting this SWORN statement is not present on any Federal list of debarred contractors, nor been debarred from any other type of contracting.

AUTHORIZED SIGNATURE

(Printed Name) (Title)

Sworn to and subscribed before me this 8th day of September, 2011.

Personally known _____ OR Produced identification _____
SHOW TYPE OF IDENTIFICATION

Notary Public State of _____, County of _____ My commission expires _____

(PRINTED/TYPED/ OR STAMPED COMMISSIONED NAME OF NOTARY PUBLIC)

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Dale Received

1 Name of vendor who has a business relationship with local governmental entity.

2. **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you become aware that the originally filed questionnaire was incomplete or inaccurate.)

3. Name of local government officer about whom the information is being disclosed.

Name of Officer

4. Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ, as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes No

5. Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6. Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7.

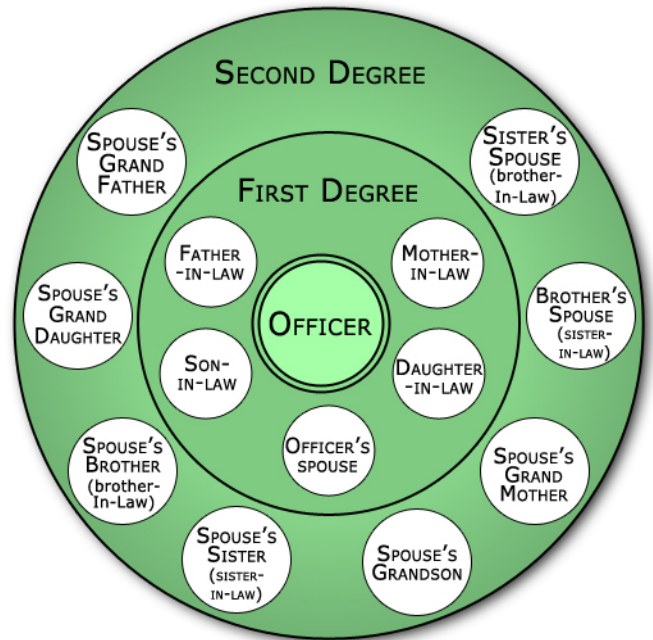
Signature of vendor doing business with the governmental entity

NEPOTISM CHART

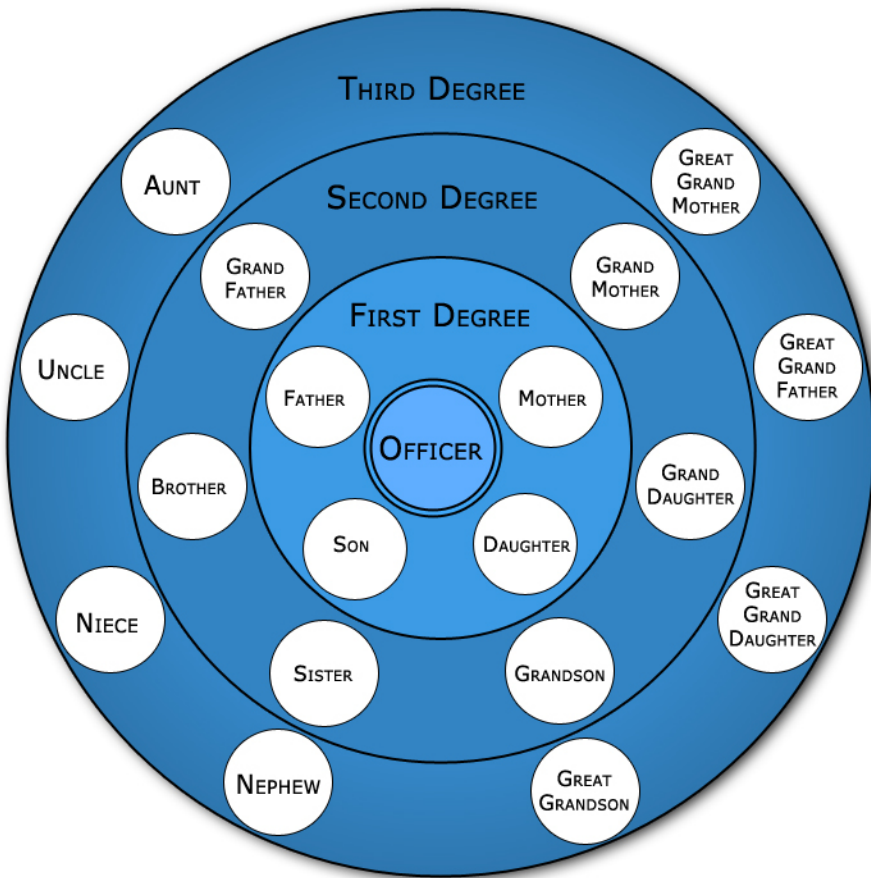
The chart below shows

- **Affinity Kinship** (relationship by marriage)
- **Consanguinity Kinship** (relationship by blood) for purposes of interpreting nepotism as defined in VTCA Government Code, Chapter 573, §§573.021 - .025

AFFINITY KINSHIP Relationship by Marriage



CONSANGUINITY KINSHIP Relationship by Blood



DISCLOSURE OF INTERESTS

MUST BE FILLED OUT AND SUBMITTED WITH THE RFP
IF DISCLOSING: PROPOSER MUST ALSO FILE WITH THE COUNTY CLERK’S OFFICE
THE PURCHASING DEPT. WILL NOT BE FILING ON THE BIDDER’S BEHALF

Cameron County, Texas requires all persons or firms seeking to do business with the County to provide the following information. Every question must be answered. If the question is not applicable, answer with “N/A.” By law this questionnaire must be filed with the records administrator (County Clerk’s Office) of the local government.

Date _____

FIRM NAME: _____

ADDRESS: _____

FIRM is: 1. Corporation () 2. Partnership () 3. Sole Owner ()
4. Association () 5. Other () _____

DISCLOSURE QUESTIONS

If additional space is necessary, please use the reverse side of this page or attach separate sheet.

1. State the names of each “employee, elected official, or member of Commissioners Court” of Cameron County having Substantial Interest in Business Entity Local Govt. Code 171.002

DISCLOSURE OF INTERESTS (CONTINUED)

- a) For purpose of this chapter, a person has a substantial interest in a business entity if :
 - (1) the person owns 10 percent or more of the voting stock or shares of the business entity or owns either 10 percent or more or \$15,000 or more of the fair market value of the business entity; or
 - (2) funds received by the person from the business entity exceeds 10 percent of the person’s gross income for the previous year.
- b) A person has a substantial interest in real property if the interest is an equitable or legal ownership with a fair market value of \$2,500 or more.
- c) A local public official is considered to have a substantial interest under this section if a person related to the official in the first degree by consanguinity or affinity, as determined under Chapter 573, Government Code, has a substantial interest under this section.

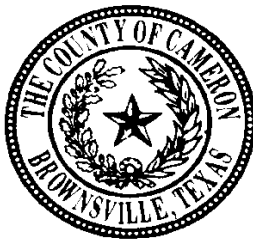
Name	Title	Department

CERTIFICATE

I certify that all information provided is true and correct as of the date of this statement, that I have not knowingly withheld disclosure of any information requested; and that supplemental statements will be promptly submitted to the Cameron County as changes occur.

Certifying Person: _____ Title: _____
 (Type or Print)

Signature of Certifying Person: _____ Date: _____



HOUSE BILL 89 VERIFICATION (REVISED)

I, _____,
[Person Name]

the undersigned representative of _____
[Company or Business Name]

(hereafter referred to as Company) being an adult over the age of eighteen (18) years of age, does hereby
depose and verify that the Company named above, under the provisions of Subtitle F, Title 10, Texas
Government Code Chapter 2270:

- 1. Does not currently boycott the country of Israel; and
- 2. Will not boycott the country of Israel during the term of the contract with Cameron County, Texas.

Signature: _____ **Date:** _____

Pursuant to Section 2270.001, Texas Government Code:

- 1. *“Boycott Israel” means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and*
- 2. *“Company” means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.*
- 3. *Pursuant to Section 2270.002 of the Texas Government Code, Respondent certifies that either (i) it meets an exemption criteria under Section 2270.002; or (ii) it does not boycott Israel and will not boycott Israel during the term of the contract resulting from this solicitation. Respondent shall state any facts that make it exempt from the boycott certification in its Response. (HB 793 – exemptions).*

EXEMPTIONS APPLY TO THE FOLLOWING:

- between a governmental entity and a company with less than 10 full-time employees*
- has a value of less than \$100,000 paid wholly or partly from public funds of the governmental entity*

THIS FORM MUST BE RETURNED WITH YOUR RFP

GENERAL TERMS & CONDITIONS (Requests for proposals (RFP))

ADDENDA: If RFP specifications, terms or conditions are revised, the Cameron County Purchasing Department will issue an addendum addressing the nature of the changes and notify interested potential Proposers. Proposers must acknowledge receipt and consideration of any such changes by signing the addendum and including it in the RFP package containing the Proposer's submittal.

ADVERTISING: Unless otherwise required by law, Proposers to County RFPs shall not publish and shall keep confidential their intentions and actions respecting any response to the RFP.

AWARD: Cameron County may hold RFP responses for a period of sixty (60) days. Cameron County reserves the right to reject any or all responses to RFPs. Cameron County reserves the right to award a contract, if any, based on the Proposer's response when compared to the EVALUATION CRITERIA (AS STATED IN THE RFP) and, in accordance with the laws of the State of Texas, reserves the right to waive any formality or irregularity, to make awards to more than one proposer. Commissioners Court reserves the right to determine the method and procedures for the final award of all RFPs at any time they may choose, regardless of the Point System used by the Evaluation Committee.

BONDS: If the contract that may be entered into with the County will likely require a performance guarantee or bond, the Purchasing Department will attach a separate page to the RFP explaining those requirements.

CANCELLATION AND TERMINATION: In any contract resulting from the RFP, the County shall have the right to cancel all or any part of the undelivered portion of the contract if (1) Proposer breaches any of the terms hereof, including, but not limited to, applicable warranties, and/or (2) Proposer becomes insolvent or files for bankruptcy. Such right of cancellation is in addition to, and not in lieu of, any other remedies which the County may have in law or equity. Cancellation of work hereunder shall be effected by the delivery to the Proposer of a "Notice of Cancellation of Undelivered Work" specifying the extent to which performance of work, including all goods and services, under the contract is cancelled and the date upon which such cancellation becomes effective.

The performance of work under any resulting contract may be terminated in whole, or in part, by the County in accordance with this provision. The County shall have the right to terminate all or any part of the contract if (1) the Proposer breaches any of the terms hereof, including, but not limited to, applicable warranties, and/or (2) Proposer becomes insolvent or files for bankruptcy. Such right of termination is in addition to, and not in lieu of, any other remedies which the County may have in law or equity. Termination of work hereunder shall be effected by the delivery to the Proposer of a "Notice of Termination" specifying the extent to which performance of work, including all goods and services, under the contract is terminated and the date upon which such termination becomes effective.

CHANGE ORDERS: 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 by mutual consent of the Proposer and the County.

CONTRACT RENEWALS: Contract Renewals must receive Commissioners Court approval. For contract renewal status and information, please contact Elisa Cisneros at 956-982-5405 e-mail: Elisa.Cisneros2@co.cameron.tx.us Cameron County Purchasing Dept. or Dylbia Jeffries 956-550-1340 djefferies@co.cameron.tx.us at the Cameron County Civil Legal Division. Any price escalations are limited to those stated by the original contract terms. All contracts with a one (1) year renewal option require that the Proposer must notify Cameron County of any anticipated price increases in writing at least three months (90 calendar days) prior to the annual renewal award date unless otherwise specified within the specific provisions of the contract up for renewal. This allows the County sufficient time to find an alternative vendor if possible. If Proposer fails to notify the County within time noted it shall be assumed that there will be no price increase for the following year's award period if renewed. This procedure does not apply to any contract which allows for Open Market Price increases or Cost allowance increases.

DISCRIMINATION: In order to encourage fair employment practices, the Proposer agrees as follows: 1.) Proposer will not discriminate against any employee or applicant for employment because of race, sex, color, age, religion, handicap, or national origin; 2) in all solicitations or advertisements for employees, the Proposer will state that all qualified applicants will receive consideration without regard to race, color, sex, age, religion, handicap or national origin; 3) the Proposer will furnish such relevant information and reports as requested by the County for the purpose of determining compliance with these regulations; and 4) failure of the Proposer to comply with these laws will be deemed a breach of contract and it may be cancelled, terminated or suspended in whole or in part as a result thereof.

DISQUALIFICATION OF PROPOSER: Upon submitting a response to this RFP, Proposer certifies that the Proposer has not violated the antitrust laws of this state codified in Texas Business and Commerce Code 15.01, *et seq.*, as amended, or the federal antitrust laws, and has not communicated directly or indirectly its RFP considerations, plan or response to any competitor or any other person engaged in such line of business. Any and all responses may be rejected if the County believes that collusion exists among the Proposers. If multiples are submitted by a Proposer and after all responses to the RFPs are opened one or more of the responses are withdrawn, the result will be that all of the responses submitted by that Proposer will be withdrawn; however, nothing herein prohibits a Proposer from submitting multiples for different products or services.

EVALUATION: All responses will be evaluated in accordance with law and reviewed to assure they are in the best interest of Cameron County. Evaluations shall be based on criteria bearing on price and performance of the items or services in the user environment. Any specific criteria section or sections identified elsewhere in this RFP may be evaluated by one or more evaluators once the basis and details of this process have been approved by the Purchasing Officer and acknowledged by the Evaluation Committee. Detailed information pertaining to this selective evaluation process is available to Proposers and the Commissioners Court upon request. Evaluation sheets and any summary of all responses are subject to review by the Cameron County Purchasing Department and Evaluation Committee's recommendation to Cameron County Commissioners Court. Compliance with all RFP requirements, delivery terms and needs of the using department are considerations in evaluating responses. Pricing is NOT the only criterion for making a recommendation (see criteria and relative importance of price and other evaluation factors, if any, specified elsewhere in this RFP). The Cameron County Purchasing Department reserves the right to contact any Proposer, at any time, to clarify, verify or request information with regard to that Proposer's response. The Cameron County Purchasing Department further reserves the right to hold negotiation discussions with any responsible Proposer determined to be reasonably susceptible of being selected for award in accordance with law.

PROTEST PROCEDURES: Procedure - This protest procedure is available to Proposers responding to this RFP and requesting a debriefing conference.

Debriefing Conference – A debriefing conference must be requested in writing to the Purchasing Department within five (5) business days from the date of the RFP award by the Cameron County Commissioners' Court. Debriefing questions must be submitted in writing to the Purchasing Department no later than two (2) business days before the scheduled date for the Debriefing Conference. These questions will be answered at the debriefing conference. Follow-up questions must be submitted (in writing) no later than one (1) business day after the date of the Debriefing Conference and answered no later than two (2) business days after the date of the Debriefing Conference. Follow-up answers will be sent via e-mail or fax (if e-mail not available). For RFPs, Proposers are given the opportunity to ask questions of the Evaluation Committee relative to their responses and the Committee's scores.

Protests are made: 1. To the Purchasing Department after the debriefing conference. Proposer protests shall be received, in writing, by the Purchasing Department within five (5) business days after the debriefing conference. 2. To the Protest Committee, only after the protest to the Purchasing Department was not satisfactorily resolved. Protests to the Protest Committee shall be made within five (5) business days after the Proposer has received notification from the County Purchasing Department of its decision.

Grounds for protest

1. Errors were made in computing the score.
2. The County failed to follow procedures established in the RFP, the Purchasing policy on acquisitions or applicable state or federal laws or regulations.

3. Bias, discrimination or conflict of interest on the part of an evaluator. Protests not based on these criteria shall not be considered.

Format and Content - Protesting Proposers shall include, in their written protest to the Cameron County Purchasing Department, all facts and arguments upon which they rely. Proposers shall, at a minimum, provide:

1. Information about the protesting Proposer; name of firm, mailing address, phone number and name of individual responsible for submission of the protest.
2. Information about the acquisition and the acquisition method.
3. Specific and complete statement of the County's action(s) being protested. 4. Specific reference to the grounds for the protest.
5. Description of the relief or corrective action requested.
6. For protests to the Protest Committee, a copy of the Purchasing Department's written decision on the protest.

Review Process:

1. Upon receipt of a Proposer's protest, the Purchasing Department shall postpone further steps in the acquisition process until the Proposer protest has been resolved.
2. The Department's internal protest review procedures consist of the following:
 - a) The Purchasing Department shall perform an objective review of the protest by individuals not involved in the acquisition protested. The review shall be based on the written protest material submitted by the Proposer.
 - b) A written decision will be delivered to the Proposer within five business days after receipt of the protest, unless more time is needed. The protesting Proposer shall be notified if additional time is necessary.

Final Determination:

The final determination shall:

1. Find the protest lacking in merit and uphold the agency's action; or
2. Find only technical or harmless errors in the agency's acquisition process, determine the agency to be in substantial compliance, and reject the protest; or 3. Find merit in the protest and provide the agency options which may include recommendations to a) correct its errors and reevaluate all proposals, and/or b) reissue the Proposer solicitation document; or c) make other findings and determine other courses of action as appropriate.

Protest Committee Review Process:

Protests to the Protest Committee may be made only for Protest Committee approved acquisitions, and only after review by County Purchasing Department. Protests of the decisions of County Purchasing Department shall be made by letter to the Protest Committee, who may establish procedures to resolve the protest. Protests shall be received by the Protest Committee within five business days after the decision of Purchasing Department in order to be considered. The Committee's decision is final, with no further administrative appeal available.

FISCAL FUNDING: A multi-year lease or lease/purchase arrangement (if requested by the Special Requirements/Instructions), or any contract continuing as a result of an extension option, must include "fiscal funding out" clause. If, for any reason, funds are not appropriated to continue the lease or contract, said lease or contract shall become null and void on the last day of the current appropriation of funds. After expiration of the lease, leased equipment shall be removed by the Proposer from the using department without penalty of any kind or form to Cameron County. All charges and physical activity related to delivery, installation, removal and redelivery shall be the responsibility of the Proposer.

GRATUITIES AND PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS: Any elected or appointed official who has any substantial interest, either direct or indirect, in any business entity seeking to contract with the County, shall, before any vote or decision on any matter involving the business entity, file an affidavit stating the nature and extent of interest and shall abstain from any participation in the matter. This is not required if the vote or decision will not have any special effect on the entity other than its effect on the public. However, if a majority of the governing body is also required to file, and do file similar affidavits, then the member is not required to abstain from further participation. Attached and included in this RFP is a disclosure of all of this Company's business or pecuniary financial relationships with officers or employees of Cameron County or County entities (if any such relationships exists) which must be filled out, attached and included with the RFP response. The County may, by written notice to the Proposer, cancel this contract without liability to Proposer if it is determined by County that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the Proposer, or any agent, or representative of the Proposer, to any officer or employee of Cameron County with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending or the making or any determinations with respect to the performance of such a contract. In the event this contract is cancelled by County pursuant to this provision, County shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the costs incurred by Proposer in providing such gratuities. Proposer guarantees that he has not retained a person to solicit or secure any contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies maintained by the Proposer for the purpose of securing business.

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) CERTIFICATION: If Proposer is a Certified Historically Underutilized Business (HUB), please include a copy of your HUB Certificate with your response. This information will assist Cameron County in the percentage tracking of HUB utilization.

INSURANCE: The Proposer shall secure and maintain, throughout the duration of the Contract, insurance of such types and in such amounts as may be necessary to protect the Proposer and the interests of the County against all hazards or risks of loss as hereinafter specified. The form and limits of such insurance, together with the insurer, shall be acceptable to the County. It shall be the responsibility of the Proposer to maintain adequate insurance coverage at all times. Failure of the Proposer to maintain adequate coverage shall not relieve the Proposer of any contractual responsibility or obligation.

MAINTENANCE: Maintenance required for equipment requested in RFPs should be available in Cameron County by a manufacturer authorized maintenance facility. Costs for this service shall be shown on the Pricing/Delivery Information form. If Cameron County opts to include maintenance, it shall be so stated in the purchase order and said cost will be included. Service will commence only upon expiration of applicable warranties and should be priced accordingly.

MATERIAL SAFETY DATA SHEETS: Under the "Hazardous Communication Act", commonly known as the "Texas Right To Know Act", a Proposer must provide to the County with each delivery, material safety data sheets which are applicable to hazardous substances defined in the Act. Failure of the Proposer to furnish this documentation will be cause to reject any RFP applying thereto.

NAME BRANDS: Specifications may reference name brands and model numbers. It is not the intent of Cameron County to restrict responses to RFPs in such cases, but to establish a desired quality level of merchandise or to meet a pre-established standard common to similar existing items. Proposers may offer items of equal stature and standard, but the burden of proof of such stature and standard rests with Proposers. Cameron County shall act as sole judge in determining equality and acceptability of products offered.

PRICING: Prices for all goods and/or services shall be firm for the duration of the contract and shall be stated on the Pricing/Delivery Information form. Prices shall be all inclusive: No price changes, additions, or subsequent qualifications will be honored during the term of the contract. All prices must be written in ink or typewritten. Pricing on all transportation, freight, drayage and other charges are to be prepaid by the Proposer and included in the price. If there are any additional charges of any kind, other than those mentioned above, specified or unspecified, Proposer MUST indicate the items required and attendant costs or forfeit the right to payment for such items. Where unit pricing and extended pricing differ, unit pricing prevails.

RECYCLED MATERIALS: Cameron County encourages the use of products made of recycled materials and shall give preference in purchasing to products made of recycled materials if the products meet applicable specifications as to quantity and quality. County will be the sole judge in determining product preference application.

SCANNED RE-TYPED RESPONSE: If in its RFP response, Proposer either electronically scans, re-types, or in some way reproduces the County's published RFP package, then in event of any conflict between the terms and provisions of the County's published RFP specifications, or any portion thereof, and the terms and provisions of the RFP response made by Proposer, the County's RFP specifications as published shall control. Furthermore, if an alteration of any kind to the County's published RFP specifications is only discovered after the contract is executed and is or is not being performed, the contract is subject to immediate cancellation.

SILENCE OF SPECIFICATIONS: The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of specifications shall be made on the basis of this statement. The items furnished under this contract shall be new, unused of the latest product in production to commercial trade and shall be of the highest quality as to materials used and workmanship. The manufacturer furnishing these items shall be experienced in design and construction of such items and shall be an established supplier of the item needed in the RFP. Substitute items will not be accepted unless approved (in advance).

SUPPLEMENTAL MATERIALS: Proposers are responsible for including all pertinent product data in the returned RFP package. Literature, brochures, data sheets, specification information, completed forms requested as part of the RFP package and any other facts which may affect the evaluation and subsequent contract award should be included. Materials such as legal documents and contractual agreements, which the Proposer wishes to include as a condition of the RFP response must also be in the returned RFP response package. Failure to include all necessary and proper supplemental materials may be cause to reject the Proposer's entire RFP.

TITLE TRANSFER: Title and Risk of Loss of goods shall not pass to Cameron County until Cameron County actually receives and takes possession of the goods at the point or points of delivery. Receiving times may vary with the using department. Generally, deliveries may be made between 8:30 a.m. and 4:00 p.m., Monday through Friday. Proposers are advised to consult the using department for instructions. The place of delivery shall be shown under the "Special Requirements/Instructions" section of this RFP package and/or on the Purchase Order as a "Deliver To:" with the address.

USAGE REPORTS: Cameron County reserves the right to request, and receive at no additional cost up to two (2) times during the contract period, a usage report detailing the products and/or services furnished to date under a contract resulting from this RFP. The reports must be furnished no later than five (5) working days after written request and itemize all purchases to date by

Cameron County department with a description, of each item purchased, including the manufacturer, quantity of each item purchased, the per unit and extended price of each item purchased, and the total amount and price of all items purchased.

WARRANTY PRICE: (a) The price to be paid by the County shall be that contained in Proposer's response to the RFP which Proposer warrants to be no higher than Proposer's current prices on orders by others for products of the kind and specification covered by this agreement for similar quantities under similar or like conditions and methods of purchase. In the event Proposer breaches this warranty, the prices of the items shall be reduced to the Proposer's current prices on orders by others, or in the alternative, County may cancel this contract without liability to Proposer for breach or Proposer's actual expense.

(b) The Proposer warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Proposer for the purpose of securing business. For breach or violation of this warranty, the County shall have the right in addition to any other right or rights to cancel this contract without liability and to deduct from the contract price, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

Proposers shall furnish all data pertinent to warranties or guarantees which may apply to items in the RFP.

Proposers may not limit or exclude any implied warranties.

Proposer warrants that products sold and services provided to the County shall conform to the highest commercial and/or professional standards in the industry and laws established by the U.S. Department of Labor, U.S. Department of Homeland

Security, Occupational Safety and Health Administration and O.S.H.A. Act of 1970. In the event any product does not conform to OSHA Standards, where applicable, Cameron County may return the product for correction or replacement at the Proposer's expense. If Proposer fails to make the appropriate correction within a reasonable time, Cameron County may correct at the Proposer's expense.

-WARRANTY ITEMS/PRODUCTS: Proposer warrants that products sold and services provided to the County shall conform to the highest commercial and/or professional standards in the industry and laws established by the U.S. Department of Labor, U.S. Department of Homeland Security, Occupational Safety and Health Administration and O.S.H.A. Act of 1970. In the event product does not conform to OSHA Standards, where applicable, Cameron County may return the product for correction or replacement at the Proposer's expense. If Proposer fails to make the appropriate correction within a reasonable time, Cameron County may correct at the Proposer's expense.

Proposer shall not limit or exclude any implied warranties and any attempt to do so shall render this contract voidable at the option of the County.

Proposer warrants that the goods furnished will conform to the specifications, drawings and descriptions listed in the RFP invitation and to the sample(s) furnished by Proposer, if any. In the event of a conflict between the specifications, drawings and descriptions, the specifications shall govern. All items must be new, in first class condition, unless otherwise specified. The design, strength, and quality of materials must conform to the highest standards of manufacturing practice.

Items supplied under this contract shall be subject to the County's approval. Successful Proposer shall warrant that all items/services shall conform to the proposed specifications and/or all warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title. Any items found defective or not meeting specifications shall be picked up and promptly replaced by the successful Proposer at no expense to the County.

SAFETY WARRANTY: As noted above, Proposer warrants that the products sold to County shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event the product does not conform to OSHA standards, County may return the product for correction or replacement at the Proposer's expense. In the event Proposer fails to make the appropriate correction within a reasonable time, correction made by County will be at Proposer's expense. Have you attached the required warranty information to the RFP (if applicable)? "Yes" or "No"

APPLICABLE LAW

To the extent it is applicable, this agreement shall be governed by the Uniform Commercial Code. Wherever the term "Uniform Commercial Code" is used, it shall be construed as meaning "the Uniform Commercial Code" as adopted in the State of Texas as effective and in force on the date of this agreement. Otherwise, Texas state and federal law shall apply.

ASSIGNMENT DELEGATION: No right, obligation or interest in this contract shall be assigned or delegated to another by Proposer without the written permission of the County. Any attempted assignment or delegation by Proposer shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

CONTRACT OBLIGATION: Cameron County Commissioners Court must award any resulting contract and the County Judge or other person authorized by the Cameron County Commissioners Court must sign the contract before it becomes binding on Cameron County or the Proposer. Department Heads are NOT authorized to sign agreements for Cameron County. Binding agreements shall remain in effect until all products and/or services covered by this RFP - have been delivered and accepted and all contract requirements have been satisfied.

ERRORS AND OMISSIONS: Errors and Omissions in the RFP or any provision herein described will not be construed as to relieve the Proposer of any responsibility or obligation requisite to the complete and satisfactory implementation, operation, and support of all obligations under any resulting contract.

FORCE MAJEURE: If, by reason of Force Majeure, either party hereto shall be rendered unable wholly, or in part, to carry out its obligations under this RFP and any resulting contract, then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term "Force Majeure" as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightening, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely with the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.

HOLD HARMLESS AGREEMENT: The successful Proposer shall indemnify and hold Cameron County harmless from all claims for personal injury, death and/or property damage resulting directly or indirectly from Proposer's performance. Proposer shall procure and maintain, with respect to the subject matter of this RFP, appropriate insurance coverage including, as a minimum, public liability and property damage with adequate limits to cover Proposer's liability as may arise directly or indirectly from work performed and goods or services sold under the terms of this RFP. Certification of such coverage must be provided to the County upon request.

INFRINGEMENTS: There will be no warranty by County against infringements. As part of this contract for sales, Proposer agrees to ascertain whether goods manufactured in accordance with the specifications attached to this agreement will give rise to the rightful claim of any third person by way of infringement or the like. County makes no warranty that the production of goods according to the specification will not give rise to such a claim, and in no event shall County be liable to Proposer for indemnification in the event that Proposer gets sued on the grounds of infringement or the like. If Proposer is of the opinion that an infringement or the like will result, Proposer shall notify County to that effect in writing within two (2) weeks after the signing of this agreement. If County does not receive notice and is subsequently held liable for the infringement or the like, Proposer will hold County harmless. If Proposer in good faith ascertains that production of the goods in accordance with the specifications will result in infringement or the like, this contract shall be null and void, except that County will pay Proposer the reasonable cost of Proposer's search as to infringement. The Proposer agrees to protect the County from claims involving infringement of patents or copyrights.

INTERPRETATION PAROLE EVIDENCE: Unless a separate contract or addendum hereof is prepared and entered into following the award of this RFP to a successful Proposer, this writing is intended by the parties as a final expression of the terms of this RFP and the general terms of any resulting contract. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term. Acceptance or acquiescence in a course of performance rendered under this RFP and any resulting contract shall not be relevant to determine meaning even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in this agreement, the definition contained in the Code is to Control, if applicable.

LATE RESPONSES: RFP responses must be received by the County before the hour and date specified. Responses received after the time and date specified will be disqualified and may be returned to sender. The County is not responsible for lateness or non-delivery of mail, delivered to wrong office, carrier, etc.

MODIFICATIONS: This contract can be modified or rescinded only by a writing signed by both of the parties or their duly authorized agents.

O.S.H.A: Proposer must meet all Federal and State OSHA requirements.

REMEDIES: The successful Proposer and County agree that both parties have all rights, duties, defenses and remedies available under law.

RIGHT TO ASSURANCE: During the RFP process and any resulting contract, whenever a Proposer or County in good faith has reason to question the other's intent to perform, demand may be made that the other party give written assurance of intent. In the event that a demand is made, and no assurance is given within five (5) days, such failure may be treated as an anticipatory repudiation of the RFP and any resulting contract.

SEVERABILITY: If any section, subsection, paragraph, sentence, clause, phrase or word of these requirements or the specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these requirements and the specifications as though the invalid portion had been omitted.

VENUE: Both parties agree that venue for any litigation arising from this contract shall lie in Cameron County, Texas.

PROPOSER SHALL CONFIRM ACCEPTANCE OF RFB TERMS: The Proposer shall specifically state acceptance of these terms and conditions as a basis for providing the County with a response to this RFP.

THESE TERMS INCORPORATED: These General Terms and Conditions shall be incorporated in the response to the RFP and any resulting contract to this RFP. The Proposer shall specifically state acceptance of these terms and conditions as a basis for providing the County with a response to this RFP.

OTHER TERMS: The Proposer shall state any exceptions desired to these terms and conditions and may suggest alternate wording that addresses the intent of the term or condition. The County may accept or reject any suggestions in accordance with law.

EXHIBIT A

ESTIMATED AVERAGE DAILY MEALS REQUIRED

	<u>INMATE LOCATION</u>	<u>AVERAGE DAILY POPULATION</u>
BREAKFAST	Carrizales – Rucker New Jail	652
	Detention Center # 2	192
	Detention Center # 1	288
	<u>Old County Jail</u>	<u>258</u>
	Total Breakfast	1,390

LUNCH	Carrizales – Rucker New Jail	652
	Detention Center # 2	192
	Detention Center # 1	288
	<u>Old County Jail</u>	<u>258</u>
	Total Lunch	1,390

DINNER	Carrizales – Rucker New Jail	652
	Detention Center # 2	192
	Detention Center # 1	288
	<u>Old County Jail</u>	<u>258</u>
	Total Dinner	1,390

Officers count for all three meals

Carrizales – Rucker New Jail	130 X 3 = 390
Detention Center # 2	45 X 3 = 135
Detention Center # 1	30 X 3 = 90
<u>Old County Jail</u>	<u>50 X 3 = 150</u>
Total Officer Meals	675

The quantities stated in *EXHIBIT A* are the best estimates of Cameron County current needs for a one (1) year period. This represents a realistic estimate based upon past consumption and based upon best available information. However, Cameron County is obligated only to the extent of **actual** meals served as ordered. The County reserves the right to increase or decrease the quantities to meet its actual needs.

EXHIBIT B

CURRENT MENU

SEE (ATTACHMENT 1 PG. 1 – 2)

TO FOLLOW