

#14,710

MEAL PRICE TABULATION
RFP #160-17 FOOD SERVICE CONTRACT
HUNT COUNTY DETENTION CENTER

FILED FOR RECORD
at 12:00 o'clock P M

JUL 11 2017

JENNIFER LINDENZWEIG
County Clerk, Hunt County, TX
By *[Signature]*

MEAL EVALUATION		FIRM			
Population		CBM Managed Services	Five Star Correctional	Summit Food Services	Trinity Services Group
		Price per Meal			
0-250		1.499	1.12	States Inmate meals @ 1.113	(250-259) 1.258
251-300		1.349	1.09		(260-269) 1.235
					(270-279) 1.215
301-350		1.239	1.04		(280-289) 1.195
					(290-299) 1.178
351-400		1.179	1.04		(300-309) 1.164
					(310-319) 1.146
Trustee Meals			1.34	1.586	(320-329) 1.134
					(330-339) 1.122
					(340-349) 1.110
					350 & above 1.100
Juvenile Sack Lunches		\$.40 more than inmate meal (based on 331)	Did not address	Did not address	1.65
Snacks		1.00	0.65	0.65	0.75
Staff		N/A	Same as Inmate	1.113	1.25
Estimated Meal Cost over 5 year life of contract based on 331 Inmates					
CBM - 331 Inmates x 3 meals x 365 days x 5 years x \$1.239 = \$2,245,346.27					
Five Star- 331 Inmates x 3 meals x 365 days x 5 years x \$1.04= \$1,884,714.00					
Summit- 331 Inmates x 3 meals x 365 days x 5 years x \$1.113 = \$2,017,006.42					
Trinity - 331 Inmates x 3 meals x 365 days x 5 years x \$1.122 = \$2,033,316.45					

Required Documents:

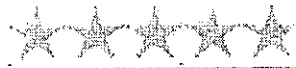
Signed Original Cover Page & Page 31 of RFP	Cover Sheet Only	Yes	Cover Sheet Only	Yes
Conflict of Interest Questionnaire (CIQ)	Yes	Yes	Yes	Yes
Form 1295	Yes	Yes	Yes	No
Bid Bond	Yes	Yes	Yes	Yes
Signed Original Addendums (5)	No	Yes	Two Addendums Missing and Two just has signature page	Yes

The Inmate Food Service Committee has recommended Five Star Correctional

**COMMITTEE MEMBER EVALUATION
RFP #160-17 INMATE FOOD SERVICE CONTRACT
HUNT COUNTY DETENTION CENTER**

EVALUATION CRITERIA & VALUES		FIRM			
CRITERIA	Points	CMB Managed Services	Five Star Correctional	Summitt Food Services	Trinity Services Group
		Information Requirements, experience, credibility, reputation, management.	60	22	58
Food, Sample Menus, Staff meals, Recipes, purchasing, portion standards.	60	50	58	58	53
Proposed Price, meal cost, meal cost escalation.	60	20	60	48	40
Personnel & Supervision, training, scheduling, Staffing, hours.	60	45	35	35	40
Security, Sanitation, Safety	30	30	30	30	30
Other, Energy Conservation, Inspections, Insurance, Bonding, References.	30	28	30	29	28
TOTAL AWARD	300 pts possible	195	271	222	208

14,710



FIVE STAR Correctional Services
Setting the Standard in Institutional Food Service

June 16, 2017

Hunt County Purchasing Department
Cheryl Lowry
Hunt County Purchasing Agent
2507 Lee Street, Room 104
Greenville, Texas 75401

FILED FOR RECORD
at 1:30 o'clock P M

JUL 11 2017

JENNIFER LINDENZWEIG
County Clerk, Hunt County, TX
By *Jennifer Lindenzweig*

Dear Ms. Lowery:

Five Star Correctional Services, Inc. sincerely wishes to thank you for the invitation to present a summary of RFP 160-17 negotiated items that were agreed to during the conference call on July 7, 2017 between Five Star Correctional Services, Inc. and Hunt County Administrative Staff.

1. Licensing of employees - Will Five Star agree to get their employee licensed within a year of their start date? We hold 2 jail schools a year. One in spring and one in fall that they can attend for free or they can go to a different one somewhere else.

Five Star employees will have 1 year from their start date to get TCOLE jail certified.

2. Will Five Star continue to provide sack lunches for the juvenile transports as needed?

Five Star will continue to provide sack lunches at the same price as Inmate meal - see sliding scale below.

3. The officer menu that was proposed was different from what we are currently getting. Why is this? Can we expect to be provided with what is stated in the officer menu?

Five Star will continue to provide the ODR menu that is currently in place at Hunt County at the current officer rate. The menu provided in the response to RFP was a sample. Five Star agrees to discuss changes to the ODR menu if you so desire.

4. Can tea and coffee be made available for the officers when the kitchen is open?

Five Star will continue to provide tea and coffee for officer's in the Break Room and Administration.

5. When we shut the kitchen down next year to redo the flooring could Five Star ship in meals for approx. 3 weeks if we do not have access to another kitchen for use?

Five Star will cooperate and coordinate with Hunt County during any construction period to continue uninterrupted meal service. While our contingency menus may need to be put in place, pricing will remain as stated in the RFP.

6. Inmate Serving Hours need to be changed as follows:
- a. Breakfast 6am - 7am
 - b. Lunch 1030am - 11:30am
 - c. Dinner 6pm - 7pm

Inmate serving hours will remain as follows:

- o Breakfast 6am
- o Lunch 1030am
- o Dinner 6pm

7. Pg 49 In your proposal that at least one staff person will be assigned to supervise the preparation of all meals and a separate staff person will be responsible for supervising inmates on the serving line and clean up. This sounds like Five Star will be providing 2 staff people at a time? Is this correct? This is not what we have been getting and its also stated in our current contract on pg 62.

Five Star will provide Food Service to Hunt County as indicated in the RFP using option 2 staffing (staffing chart attached) and pricing - see below:

Pricing for the new contract is as follows:

Five Star Correctional Services, Inc. pricing:

Juvenile Sack Lunch	Option 2 4 Employees	Sliding Scale Based on Average Daily Inmate Population
\$1.22	\$1.22	0 to 250 Inmates
\$1.19	\$1.19	251 to 300 Inmates
\$1.14	\$1.14	Over 301 Inmates
\$1.34	\$1.34	Trustee Meals
\$.65	\$.65	Medical Snacks

Officer Meals will be the same price as Inmate Meals

Again, we thank you for opportunity to present this summary of negotiated and clarified items from the RFP and subsequent conference call. Should you have any questions, please call me at (214) 821-9000 or (214) 729-0782.

Respectfully,



Ron Stevens
President

County of Hunt

STATE OF TEXAS

PURCHASING DEPARTMENT
2507 Lee Street, Room 104
Greenville, Texas 75401



PHONE: (903) 408-4148
FAX: (903) 408-4242
clowry@huntcounty.net

REQUEST FOR PROPOSAL

RFP #160-17: Proposal for Inmate Food Service Contract, to commence on October 1, 2017 and extend through September 30, 2020. Hunt County reserves the right to extend this contract for two (2) additional one-year periods through September 30, 2022 as it deems in the best interest of the County.

Date Due: June 21, 2017 no later than 10:00 A.M. Central Standard Time. Proposals received later than this date and time will not be considered.

Carefully read all instructions, requirements and specifications. Fill out all forms properly and completely. Submit your proposal with all appropriate supplements and or samples.

Please return Original Proposal (**Marked ORIGINAL**) and five (5) copies in an appropriate sealed package. Be sure that return envelope/package shows the **PROPOSAL NUMBER, DESCRIPTION AND IS MARKED "SEALED PROPOSAL."**

RETURN PROPOSAL TO:
Cheryl Lowry
Hunt County Purchasing Agent
2507 Lee Street, Room 104
Greenville, TX 75401

For additional information, contact Cheryl Lowry (Purchasing Agent) in writing or by fax at (903) 408-4242 prior to June 14, 2017.

You must sign below in INK; failure to sign WILL disqualify the offer. All prices must be typewritten or written in ink.

Company Name: Five Star Correctional Services, Inc.

Company Address: 4928 Beeman Ave

City, State, Zip Code: Dallas, Texas 75223

Taxpayer Identification Number (T.I.N.): 75-1397984

Telephone No. 214-821-9000 Fax No. 214-821-8310 e-mail: info@fivestarcorrectional.com

Print Name: Ron Stevens Signature: Date: 6/16/2017

(Your signature attests to your offer to provide the goods and/or services in this proposal according to the published provisions of this Job. When an award letter is issued, it becomes a part of this contract.)

(THIS PROPOSAL IS VALID FOR 90 DAYS UNLESS OTHERWISE STATED)

TABLE OF CONTENTS

Items checked below represent components that comprise this proposal package. If the item **IS NOT** checked, it is **NOT APPLICABLE** to this proposal. Proposers 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 Proposer's responsibility to be thoroughly familiar with all Requirements and Specifications. Be sure you understand the following before you return your proposal packet.

- 1. **Cover Sheet**
Your company name, address, and your signature (IN INK) should appear on this page.
- 2. **Table of Contents**
This page is the Table of Contents.
- 3. **Special Requirements/Instructions**
This section provides information you must know in order to make an offer properly.
- 4. **Implementation of House Bill 23**
Conflict of Interest Questionnaire
- 5. **Implementation of House Bill 1295 – Instructions and Filing Process with the Texas Ethics Commission**
Certificate of Interest Parties (Form 1295)
- 6. **Specifications**
This section contains the detailed description of the product/service sought by the County.
- 7. **Pricing/Delivery Information**
This form is used to solicit exact pricing of goods/services and delivery costs.
- 8. **General Requirements**
You should be familiar with all of the General Requirements.

SPECIAL REQUIREMENTS/INSTRUCTIONS
Formal Proposal # 160-17; INMATE FOOD SERVICE CONTRACT FOR THE
HUNT COUNTY DETENTION CENTER

1. **TERM**

The contract for Food Service shall commence on October 1, 2017 and shall continue through September 30, 2020, for a thirty-six month period. Hunt County reserves the right to extend the contract for two (2) additional one-year periods as it deems in the best interest of the County.

2. **PAYMENT**

All invoices are to be submitted to the Hunt County Auditor, P.O. Box 1097, Greenville, TX 75403-1097. Hunt County will pay original invoices that clearly itemize the goods and/or services provided as to quantity, description, price and applicable discount (if any). Only charges as stated on the Price/Delivery Information Sheet(s) submitted, as a part of the proposal will be considered.

Purchase Orders will NOT be issued for this service.

3. **CONTRACT TERMS AND CONDITIONS**

The terms and conditions stated in this proposal/contract shall supersede any and all vendor contracts. Vendors authorized signature on page one (1) of this proposal/contract binds the vendor to all provisions stated in this proposal/contract.

4. **CONTRACT RENEWAL**

Renewal of any contract resulting from award of this Proposal shall be subject to approval of the County and subject to Fiscal Funding Clause as stated in the General Requirements for Proposals for Hunt County.

5. **TERMINATION OF CONTRACT**

TERMINATION FOR DEFAULT: Failure by either party to this contract in performing any of the provisions of this contract shall constitute a breach of contract, in which case, either party may require corrective action within ten (10) days from date of receipt of written notice citing the exact nature of such breach. Failure to take corrective action within the prescribed ten (10) days, or failure to provide a written reply, shall constitute a Default of contract. The defaulting party shall be given a ten (10) day period within which to show cause why the contract should not be terminated for default. The Commissioners' Court may take whatever action as deemed necessary, resulting from such notice. All notices, for corrective action, breach, default, or to show cause, shall be issued by the Sheriff's Office (with copy to the County Purchasing Agent) and all replies shall be made in writing to the Hunt County Sheriff's Office, 2801 Stuart Street, Greenville, TX 75401 with a copy to the Hunt County Purchasing Agent at 2507 Lee Street, Room 104, Greenville, TX 75401. All written notices shall be completed within forty-eight (48) hours. Notices issued by or issued to anyone other than the Hunt County Sheriff's Office or the Hunt County Purchasing Agent shall be null and void, and shall be considered as not having been issued or received. The defaulting party shall be liable for liquidated damages, if any, as stipulated elsewhere in this contract. Hunt County reserves the right to enforce the performance

of this contract in any manner prescribed by law in the event of breach or default of this contract, and may contract with another party, with or without solicitation of bids or further negotiations. As a minimum, Contractor shall be required to pay any difference in the cost of securing the products or services covered by this contract, or compensate for any loss of income to the County derived hereunder, should it become necessary to contract with another source, plus reasonable administrative costs and attorney's fees. In the event of Termination for Default, Hunt County, its agents or representatives shall not be liable for loss of any profits anticipated to be made hereunder.

TERMINATION FOR CONVENIENCE: Hunt County reserves the right to terminate the contract upon ninety (90) days written notice for its convenience, or for any reason deemed by County Commissioners to serve the public interest, or resulting from any governmental law, ordinance, regulations, or court order. In the event of termination for convenience, the County shall pay the Contractor those costs directly attributable to work done or supplies obtained in preparation for completion or compliance with contract prior to termination. Provided, however, that no costs shall be paid which are recoverable in the normal course of doing business in which the Contractor is engaged, or costs which can be mitigated through the sale of supplies or inventories. In the event Hunt County pays for the cost of supplies or materials obtained for use under this contract, said supplies or materials shall become the property of this contract, or as designated by the Hunt County Purchasing Agent. Hunt County shall not be liable for loss of any profits anticipated to be made hereunder.

This agreement may be terminated by the Contractor at any time, with or without cause, upon not less than one hundred eighty (180) days notice, delivered by Certified Mail or in person, to the Hunt County Purchasing Agent at 2507 Lee Street, Room 104, Greenville, Texas 75401. In either event, notice shall be effective upon the County when received. The right of the Contractor to terminate upon proper notice shall apply only after expiration of the first (1) year period of contract performance.

6. **RULES AND REGULATIONS**

The food service provided to the Hunt County Detention Center (Jail) shall meet all current rules and regulations as established by:

- a. The American Correctional Association
- b. The Food and Nutritional Board of the National Academy Science as prescribed for Inmates
- c. The National Sheriff's Association
- d. The Texas Commission on Jail Standards

7. **AWARD**

The award of this Contract will be determined by an evaluation committee which will make a recommendation to the Commissioners' Court regarding award to the vendor offering Hunt County the best value considering price, type of coverage, customer service, and past performance with the County. The final award of the contract rests solely with the Commissioners' Court of Hunt County.

8. Conflict of Interest Questionnaire:

Chapter 176 of the Texas Local Government Code requires a vendor who enters or seeks to enter into a contract for the sale of or purchase of real property, goods, or services with a local governmental entity or local government officer thereof to file a conflicts of interest disclosure questionnaire with the governmental entity prescribed.

A Conflict of Interest Questionnaire Form (CIQ) must be submitted not later than the seventh (7th) business day after the date the vendor begins discussion, negotiation, applies or response to a request for proposal or bids, or correspondence in writing related to a potential contract with the local governmental entity.

9. Certificate of Interested Parties (Form 1295):

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law.

Filing Process:

On January 1, 2016, the commission made available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form and have the form notarized. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency.

Information regarding how to use the filing application is available on the following site: Please follow Instructional Video for Business Entities.
at https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

SPECIFICATIONS
Formal Proposal #160-17; FOOD SERVICE CONTRACT
FOR THE HUNT COUNTY DETENTION CENTER

1.0 BACKGROUND AND SCOPE

This Request for Proposal (RFP) should contain responses for food service for the Hunt County Detention Center which is a **NON-SMOKING Facility** [*Tobacco Products are Prohibited*] (hereinafter referred to as the Jail or Detention Center) from qualified food service companies (herein after referred to as Contractor) as specified within. Contractor shall have at a minimum three (3) years experience in correctional food service, preferable with a Texas County Jail.

The Jail currently houses both male and female prisoners. Meals will be prepared in the Jail kitchen. Sack lunches are requested for the Hunt County Juvenile Department on an as needed basis. The population, both staff and inmates, is presently as follows, but fluctuates daily and will continue to do so throughout the life of the contract. The Jail guarantees no population, either inmate or staff, at any given time.

<u>Facility</u>	<u>Rated Capacity</u>	<u>Average Population</u>
Jail Staff	82	82
Jail Inmates	389	331

Meals are provided three times per day. Inmates, under the direct supervision of an outside food service company prepare and serve all meals. Meals are served utilizing a Tray System into cell areas where inmates dine. Serving trays are recovered from the cell areas by inmate labor and returned to the kitchen.

Staff meals will average 17 to 20 correctional officers on each of two (2) shifts. There will be fourteen (14) staff members from 8am to 5pm during weekdays. It is undetermined how many staff members will be eating meals.

Medical Diets:

Medical diets / Special diets average 6 to 7 per meal. The medical inmates are served on disposable service ware in their cells.

2.0 PROPOSAL INSTRUCTIONS

Proposals must be prepared in accordance with the following instructions to be entitled to consideration:

2.1 Prior to submitting a proposal the Contractor shall:

- Carefully examine the specifications.
- Fully inform itself as to the facilities, conditions and limitations.
- Include sufficient data in the proposal to adequately cover all items required by the contract.

- Contractors should plan to attend the Pre-Proposal Meeting and Site Inspection Tour on Thursday, June 8, 2017 at 10:00 am (CDT) at the Hunt County Detention Center, 2801 Stuart Street, Greenville, Texas 75401. Failure to attend this meeting may have a negative effect on evaluation of your proposal. ***This will be the only opportunity to tour the facility.*** No individual tours will be given. Bidders should limit the size of the examining teams to not more than three (3) individuals.

2.2 Interpretation: Should a Contractor find discrepancies in or omissions from the specifications, or be in doubt as to their meaning, they should address their concern, in writing as specified on page one (1) of this RFP, to the Purchasing Agent, Cheryl Lowry who will issue an Addendum to all Contractors. The County will not be responsible for oral interpretations. Questions received after June 14, 2017 will not be answered. This RFP, all Addenda and the Contractor's response and amendments shall be incorporated into the resulting contract.

2.3 Terms of Contract: The terms of the contract shall be three years, October 1, 2017 through September 30, 2020 with the right to exercise two (2) one year renewal options. The County will notify the Contractor not later than 90 days prior to the beginning of each option renewal year of its intent to extend the contract or to request new proposals.

2.4 Format:

2.4.1 All RFP proposals must be submitted by 10:00 AM, CDT, Wednesday, June 21, 2017 to:

Cheryl Lowry
Hunt County Purchasing Agent
2507 Lee Street, Room 104
Greenville, TX 75401

All information must be submitted in a three-ring binder. One (1) original and five (5) copies must be submitted.

2.4.2 Data submitted must be in the same order as in this RFP. A table of contents must be included indicating page numbers, attachments and appendices.

2.4.3 All proposals must be typed.

2.4.4 All supporting documentation must be pertinent and clearly identified as to which section of the RFP it specifically refers.

2.4.5 Each proposal must be signed by the Contractor's authorized representative with his/her usual signature. Proposals by partnerships must be signed with the partnership name by one of the partners. Proposals by corporations must include the state of incorporation, date of incorporation and the signature of the President, Secretary or other person authorized to bind it in the matter. The name of each person signing must be typed or printed below the signature.

2.4.6 **The Contractor shall submit their proposal bid price/pricing documentation in a separate sealed envelope within their proposal. The exterior of the envelope must be clearly marked Prices - Sealed Proposal.**

NOTE: It is the responsibility of the Contractor to see that their proposal is received by the Hunt County Purchasing Agent prior to the scheduled opening hour.

2.5 Modifications:

No oral, telephonic or facsimile proposals or modifications shall be considered.

2.6 Basis of Award:

Each Contractor must submit complete specifications and detailed descriptions of the services and items it proposes to supply under the contract. Hunt County's decision to award the contract shall be based upon qualifications of the Contractor and the service operations plan or plans (operational methods, management services and other pertinent information) most advantageous to the County.

2.7 Performance Bond /Bid Bond:

A bid bond is required in the amount of 5% of the total proposal indicating bondability. Hunt County will require a Performance Bond in the amount of 15% of the contract sum which is renewable on an annual basis as a requirement of the contract. Performance Bond must be from a surety company listed in the most recent U.S. Department of Treasury Circular 570. Cost of bonds shall be included in proposed cost.

2.9 Right to Change RFP:

Hunt County reserves the right to change the terms and conditions of this RFP. Potential Contractors will be notified, in writing, of any material changes.

2.10 Notice of Award:

The successful contractor will be notified upon award of the contract.

2.11 Mandatory Responses:

Whenever a section of the RFP is marked with an asterisk (*) the Contractor will be expected to provide the information requested or state how it will fulfill the criteria set out in that section. If a section of the RFP is not marked with an asterisk, the County assumes that the Contractor unconditionally accepts the requirements as set out in that section unless the Contractor specifically states in its proposal reasons it is unable to comply with those requirements.

2.12 Right of Rejection:

Hunt County reserves the right to reject any or all proposals at its sole discretion.

3.0 Contractor Information Requirements:

The following information must be included in each proposal. The information will give the County an overview of the Contractor's business operation.

*3.1 Headquarters Office:

<u>Questions</u>	<u>Answers to Cover</u>
3.1.1 Location	City, State, Zip Code, Phone Number
3.1.2 Services Available	Describe in Detail
3.1.3 Financial Considerations:	
Ownership	Private or Public
Credit Rating	Bank or other recognized rating.
Accounting Procedures	Describe in Detail
Audit Control	Example
3.1.4 Management:	
Background of Top Management	Describe Education and Experience
Degree of participation in Local Operations	Describe 0% to 100%
3.1.5 Organizational Structure:	
Area of Activity	Geographic Location(s)
Total Number of Operations	Number of Units and Annual Gross
Structure of National Supervision	Number of Regions
Span of Control	Levels of Management
3.1.6 Operating Procedures:	
Have effective written operating Procedures	Yes or No. Describe and provide a sample.
Purchasing	Is purchasing handled by headquarters or by each operating location? Describe procedures in detail.
Accounting	Is the accounting system computerized?

Describe. Is staff available for cost analysis, research?

Invoicing and Payment

Are accounts receivable/payable handled by headquarters or by each location?
Describe.

Communication

How often are local operations visited?
What is the nature of support and supervision of the local operation?

3.1.7 Personnel Relations:

Fringe Benefits Program

Describe in detail.

Recognition Program

Are there incentive or recognition programs in place? Describe.

Profit Sharing

Explain

Retirement Program

Cost of program

*3.2 Regional Office:

Provide location, phone number, facsimile number, name and title of contact person.

*3.3 Proposed Hunt County Jail Operations:

Provide background information on proposed facility managers and all key personnel to include: experience in a corrections environment, full resumes for management candidates and job descriptions for other key personnel.

*3.4 References

Offeror shall submit with this proposal a list of all current and past accounts over the last three years (2014, 2015, 2016) where like services or similar projects have been performed by their firm. References shall include name of firm, address, telephone number and name of contact.

*3.5 Contractor Qualifications

Contractor must submit a company resume and as a minimum, include the following documentation:

- a. On site Food Service Director and Contractor Management including director and immediate supervisors must have at minimum, three (3) years experience in correctional food service, in a similar size (200 bed or larger) Texas County Jail under the Texas Commission on Jail Standards supervision.
- b. Listings of names, titles, addresses and telephone numbers of clients of institutions who terminated a contract.

The prospective Contractors shall demonstrate they are an equal opportunity employer, having a declared policy of non-discrimination stating they will take affirmative action to maintain and promote non-discrimination as to race, color, religion, national origin, sex or age in all phases of employment, including the use of facilities in accordance with the law pursuant to the Civil Rights Act of 1964 and executive orders there under.

Description of overall support services for correctional food services. If possible, description should include services and controls to insure standards and operating results and provide frequency schedules for analysis, audits and visitations.

4.0 RESPONSIBILITIES OF THE JAIL:

- 4.1 The Jail will provide, install and permit the Contractor to use the capital equipment which the County deems necessary for food service and related activities. Given proof of adequate maintenance the County will replace equipment it has provided as it deems necessary, considering the average life of the equipment as determined by the manufacturer as well as any extraordinary circumstances.
 - 4.2 The Jail shall provide, at their own expense, all utilities necessary for the performance of food service operations. Note: The Jail will not guarantee an uninterrupted supply of water, gas, electricity, heat, air-conditioning or phone service. The Jail will, however, be diligent in restoring service following any interruption. The Jail will provide a master telephone line (no extensions) in the food service office of the kitchen. The phone will be provided without charge for local use only. The County will deduct the cost of any long distance calls from the Contractors invoice.
 - 4.3 The Jail will provide an accurate meal count by type, to be served to inmates, staff and visitors to the Contractor.
 - 4.4 The Jail will provide ingress/egress, subject to security requirements, for the Contractor's employees.
 - 4.5 The Jail will provide office space and the following furniture for the Contractor in the kitchen area:
 - Desk
 - Four-drawer file cabinet
 - Desk Chair
 - Visitor's Chair
 - Bookshelf
- Any other furniture and/or equipment for the office must be provided by the Contractor. Such equipment must be inventoried and a copy of the inventory provided to the designated facility food service administrator.
- 4.6 The administration and management of this contract for the Hunt County Jail is the direct responsibility of the Hunt County Sheriff. The Sheriff has delegated day-to-day responsibility for contract administration/communication purposes to the County food service administrator and/or a delegated representative.

Any adjustment to the level of service, rate per meal compensation or any other material matters concerning the terms of the contract shall be governed by the terms of the contract

The Sheriff or his designee shall be the agent of the County and shall act on its behalf to enforce the provisions of the contract.

- 4.7 The Jail will be responsible for delivery and recovery of unused food, dishes, trays, refuse, etc. as soon as possible after a meal is served.
- 4.8 The Jail (county) shall supply their own Small wares, such as knives, spatulas, ladles, spoons, whips and related cooking utensils. Additionally, the Jail will provide and replace all sanitation and janitorial equipment and supplies. The vendor is to supply all paper products with the exception of the items listed in para. 5.5.3 (aprons, hairnets, hats and plastic gloves for use by inmate workers at the Jail).
- 4.9 The Jail is responsible for the total cost and implementation of a regular monthly program for the extermination of rodents, vermin and other unsanitary vectors in the kitchen, warehouse and storage areas.

5.0 RESPONSIBILITIES OF THE CONTRACTOR:

5.1 Daily Meal Production Requirements:

The successful Contractor will be required to serve a balanced diet with a minimum caloric count of 2800 calories. Therefore, all bidders as part of solicitation are required to submit a regular menu detailing at a minimum twenty-eight (28) day meal plan, specific portion sizes (indicating cooked or raw weight when appropriate), caloric content and seasonal variations due to twenty-eight (28) cycle meal plan. Beverages shall not be considered for minimum caloric count. The contract shall include a special menu of proposed meals for inmates or detainees on special, modified, medical, religious diets (e.g. salt-free, bland, Muslim, etc.) and pregnant female inmates on special diets. Approximately 20 special meals are served daily for medical reasons. Both regular and special menus shall meet or exceed the applicable dietary standards for adult inmates and detainees for nutritional and caloric content as established by the Texas Commission on Jail Standards.

The dietitian's certification must accompany this bid in order for this bid to be considered responsive.

In a lockdown, food shall be served a minimum of two times in any 24-hour period; provided that any person being held for more than 24 hours shall be served three meals in the 24-hour period after the first 24 hours. In jails, food shall be served three times in any 24-hour period. If more than 14 hours pass between three meals, supplemental food must be served. Minimum caloric count is 2800 for adult inmates.

The Contractor must provide the following meals per day:

5.1.1 Jail- Staff Serving Hours:

Lunch: 11:00 am to 1:00 pm

Contractor shall provide meals to the staff of the jail on a reimbursable basis. Collection of funds for such meals shall be made at the time of consumption. Staff meals shall be served **one meal per day, between 11:00 am and 1:00 pm**. Other services required for staff will include two or more choices in the four food groups plus a selection of salads and to include free beverages (Coffee and Tea). Differences may be reflected in the prices for staff meals. Contractor will be responsible for collection for staff meals at no expense to County. A sample weekly menu for employee meals should be included with proposal.

5.1.2 Inmate Serving Hours:

Breakfast:	6:30 am to 7:30 am
Lunch	11:00 am to 12:00 am
Dinner:	6:30 pm to 7:30 pm

5.1.3 Trustees Meals: Hunt County has a successful Inmate Work Program involving approximately 40 trustees. Contractor shall provide Trustee Meals with double entrée portions. Differences may be reflected in prices for Trustee meals. A sample weekly menu for Trustee Meals shall be included with Contractor's proposal. The estimated Trustee Meals are as follows:

- Trustees that work outside daytime with double lunch portions =18 usually
- Trustees that work evenings with double portions =5 usually
- Trustees that work as kitchen help with double portions =8 x 3 shifts

5.1.4 Medical / Special Nourishment:

Considered and priced as ordinary meals.

*5.2 Purchasing:

5.2.1 Specifications:

The Contractor must provide in his/her proposal the minimum specifications to be used in the purchase of all food products and disposable service ware. The specifications provided must address the levels of quality, grade, size, pack, count and all other relevant information. The Jail must approve, in writing, any changes from the stated specifications. **An equal amount (quantity) of beef, turkey and chicken shall be served weekly, meat substitutes will not be served.** For the record, all food purchased for use under this contract must meet at least the following specifications:

- 5.2.1.1 Beef, veal, pork and lamb must at least be USDA Good. The maximum fat and/or soy content of all ground meat products to be used must be indicated in the RFP. All breaded items must have a product weight of at least 3 ounces before breading.
- 5.2.1.2 Poultry must be at least USDA Grade B. All breaded items must have a product weight of at least 3 ounces prior to breading.
- 5.2.1.3 Canned fruits and vegetables must be served at a ½ cup of eatable substance.

- 5.2.1.4 Frozen fruits and vegetables must be at least USDA Grade B.
- 5.2.1.5 Fresh produce must be at least USDA Grade No. 2 and minimum 138 count size to meet the nutritional requirements in specification 5.4.
- 5.2.1.6 Dairy products must be at least USDA Grade A. 2% fluid milk must be served as a beverage. All breaded items, with the exception of meat and poultry items, must have a product weight of at least 4 ounces prior to breading.
- 5.2.1.7 Eggs must be at least USDA Grade A Medium.
- 5.2.1.8 Frozen fish and seafood must be a nationally distributed brand, packed under continuous government inspection. All breaded items must have a product weight of at least 3 ounces prior to breading.
- 5.2.1.9 Bakery products- A minimum of 60% of the bread items served must be whole grain products. Day old breads may be purchased but must be used within 48 hours or frozen until the time of use.
- 5.2.1.10 Casserole dished items must contain at least 2 ounces of meat per serving. **Casserole dishes shall not be served more than twice a week.**

5.2.2 Receiving:

The Contractor is responsible for receiving all goods at all locations and schedule delivery with the Jail.

5.2.3 Salespersons:

The Contractor should encourage all salespersons to call at their district/area offices. If a salesperson must call on the Contractor's unit manager, the appointment must be set up and arrangements made for the salesperson to check in at the facility. The food service representative must coordinate all visits with security personnel.

*5.2.4 Storage:

The Contractor must provide within its response a statement detailing how it will provide for the correct handling, prompt storage and rotation/issue of food items purchased for use.

*5.2.5 Inventory:

The Contractor must provide a statement as to how often a physical inventory of unprocessed foods, commodity foods and supply items will be taken. The method for conducting the inventory and the disposition of the data collected must be explained in detail.

***5.2.6 Food Inventory Buy-Out:**

The Contractor should address purchase of the current Contractor's current inventory of all food items on hand at the beginning of the contract.

5.3 Menus:

The Contractor must supply three meals per day. Cold meals must remain within the nutritional/caloric guidelines spelled out in this agreement. Exception: Emergency cold meals may be served by authority of the Sheriff only.

***5.3.1 Cycle:**

A representative 28-day cycle menu must be submitted with the proposal. This menu must meet the standards of the Texas Commission on Jail Standards (TCJS). Portions must be designated on the menu per the portion standards set in section 5.5.2 of this document. This includes all condiments, seasonings, sweeteners, butter and similar items.

5.3.2 Cook's Choice:

No "Cook's Choice" allowed

5.3.3 Contingency Meals:

The Contractor shall provide food service at no additional cost to the Jail in the event of lock downs, riots, fire, power failure or other events that would cripple the normal operations of a detention facility. At a minimum, the Contractor must maintain an on-premises inventory sufficient to prepare and serve three (3) days of scheduled meals.

5.3.4 Menu changes:

Changes in the planned menu must be noted in writing on the menu in the kitchen and the corrected menu filed with the Jail food service administrator as soon as the change is determined to be necessary.

Documentation of menus as they are actually served must be maintained as verification of providing a nutritionally adequate diet. The Contractor must submit such documentation weekly to the Jail.

The Sheriff or his designee reserves the right to request changes in the menu when it becomes noticeable that a particular menu item is not being eaten, repetition of the item creates a problem with the inmates or the facility management receives numerous, verifiable complaints about a particular item.

5.3.5 Menu Posting:

The menu must be posted in each staff dining area, in the office of the Jail service

administrator and the kitchen one (1) week in advance.

5.3.6 Therapeutic Diets:

Therapeutic diets must be available upon medical authorization. Specific diets must be prepared and served to inmates/residents according to the orders of the attending physician or dentist, or as directed by a responsible health authority official. Medical diets, verified by a registered dietician must be specific and complete and will be furnished in writing by the Contractor. Special diets must conform as closely as possible to the food served other inmates/residents. The source book to be used is the Simplified Diet Manual with Meal Patterns, latest edition, Published by the Iowa Dietetic Association, or a comparable source subject to the approval of the Jail.

5.3.7 Religious Diets:

Religious diets must be approved by the Jail, and must be submitted in writing to the Contractor. Religious diets must be simple and conform as closely as possible to the food served other inmates/residents.

*5.3.8 Holiday Meals:

Traditional meals must be served on Thanksgiving, Christmas and Easter, with no increase in price. The menu must be approved by the Jail.

5.4 Nutrition Requirements:

5.4.1 Menu Certification

Menus must be reviewed and certified by a registered dietitian that they are in compliance with TJCS standards. The Contractor must provide to the Jail written certification of this review for each cycle menu prior to implementation. This certification must be presented to and approved by the Jail prior to the Contractor assuming responsibility for the contract on date as stated in Section 2.3.

5.4.2 Menu Substitutions

All substituted items in the menus served must be of equal nutritional value as the original menu item. Any major changes must be certified and signed by a registered dietitian.

5.4.3 Daily Calorie Requirements

Jail- The daily calorie requirement for inmate meals will be 2,800 calories.

*5.4.4 Juvenile Meals

Sack lunches to be provided on an as needed basis

***5.5.1 Method of Preparation:**

The Contractor must describe in detail the food preparation method proposed.

5.5.2 Portioning:

***5.5.2.1** All food portion sizes must be cooked weight or must be specifically identified as raw weight. Portions must be listed on the menu that is submitted in the proposal response.

5.5.2.2 All foods are to be portioned in the kitchen either in disposable containers or on insulated or permanent ware trays. Inmate/resident workers must not be given the responsibility for portioning food without the constant direct supervision of a Contractor's employee.

5.5.2.3 Condiments- salt, pepper and sugar- should be in individual packets. Others can be dispensed from bulk. No sugar is to be served to inmates. Sugar substitutes may be used.

***5.5.3 Disposables:**

The Contractor must specify all paper, plastic, sacks, oven-proof dishes and other expendable items it will require for use in the operation of the food services facility. Aprons, hairnets, hats and plastic gloves for use by the inmate/resident workers will be supplied by the Jail.

***5.5.4 Quality Assurance:**

The Contractor, within its proposal, is to provide the Jail with a comprehensive step-by-step quality assurance program concerning the purchase, delivery, storage and preparation of food.

***5.5.5 Production Control Techniques:**

The Contractor must propose, and be prepared to implement, a perpetual inventory system whereby the prepared food is always on record, and to assure that it is rotated to prevent any incidence of food poisoning or quality deterioration.

5.5.6 Sulfites:

No sulfite additives are to be added on premises to any foods served under this contract.

5.6 Food Delivery and Service

The movement of food/dirty dish carts and personnel within the facilities must adhere to the rigid security guidelines established and periodically changed by corrections management.

5.6.1 Food Temperature:

All chilled food must be served at no more than 45 degrees F, and hot food at a

minimum of 140 degrees F but no more than 180 degrees F.

5.6.2 Unconsumed Meals:

The Contractor must keep a complete record of all non-consumed/returned meals. This record and the possible reasons for the variation must be delivered to the designated Jail food service administrator no later than the Tuesday following the previous week. These records must be maintained daily for each meal period and must be available for inspection by the Jail food service administrator at any time.

5.6.3 Medical Unit:

The Contractor must be responsible for having a member of its on-site management staff periodically (defined as a minimum of one hot lunch/breakfast and one hot dinner per week) visit the unit to perform a quality check and to ascertain if there are any problems/complaints concerning the food. All medical diets served in the medical unit must be on disposable dishware with disposable utensils at all times.

*5.6.4 Security:

The Contractor's attention is called to Section 5.11 of this RFP concerning security. The Contractor is to submit a detailed description of the procedures it will use concerning the following:

5.6.4.1 Methods to be used in assuring the Jail that no Contractor personnel are engaged in passing contraband (weapons, drugs and other related illegal items) to the inmates/residents. This is a **NON-SMOKING Facility (Tobacco Products are prohibited)**

5.6.4.2 Methods to be used to supervise Jail inmate/resident labor in the central kitchen.

5.6.4.3 At the end of each meal period, the officer in charge of each control area will be responsible for physically counting all items to be returned by the inmates. It will be the responsibility of the Contractor to assure that the correct number of trays and flatware are sent with each food cart to the units.

5.6.4.4 Contractor employees shall be Texas Commission on Law Enforcement Standards and Education (TCLEOSE) **certified** and maintain TCLEOSE certification requirements.

5.6.5 On-Site Delivery Service:

5.6.5.1 The three meals per day must be delivered by the Contractor using designated carts and insulated trays. The food will be portioned on the tray line in the kitchen.

5.6.5.2 The Contractor will be expected to maintain a minimum of daily phone contact with the unit command staff concerning the overall quality and acceptance of the food. The County food service administrator will be responsible for regular on-site inspection of the final preparation and distribution of food.

5.6.5.3 The Contractor will assign at least one staff person to supervise the preparation of all meals. A separate staff person will supervise the inmate workers in serving the trays and the cleanup process when food preparation is still in progress. Contractor will provide an on-site manager or assistant manager Monday through Friday.

5.7 Equipment Facilities:

The Contractor must warrant that it will take all reasonable and prudent measures necessary to assure the Jail that its equipment is being properly used. The Contractor will have direct responsibility for the care of all equipment in the kitchen areas. No alterations, modifications or system upgrade will be performed on any Jail equipment without Jail Administrator approval.

5.7.1 Preventative Maintenance:

The Contractor will utilize Hunt County Maintenance personnel for maintenance or preventative maintenance of equipment in the kitchen area. Contractor will inform the Jail food service administrator immediately of any equipment problems or deliberate mistreatment of same by an inmate or staff member. The decision to replace or repair equipment rests solely with Hunt County.

5.7.2 Cleaning of kitchen area and equipment:

The contractor shall at all times insure that safe / sanitary practices are utilized when cleaning the kitchen floors, walls, doors, counters and equipment. The contractor will consult with the Jail Administrator to insure these practices meet the standards of the jail and the Hunt County Maintenance Director. Failure of the contractor to supervise and insure proper cleaning practices of the floors, walls, counters and equipment resulting in repairs or replacement of structure or equipment will result in immediate removal of contractor onsite staff, cancellation of the contract and litigation (if necessary) to recover expenses incurred by the county facilitating required repairs.

5.7.2 Inventory Procedures:

The Contractor and Jail shall jointly inventory, at least semi-annually, all capital equipment and County owned service ware under the Contractor(s) direct control. As part of this inventory, a general assessment as to the condition and expected useful life of each item will be made. The Contractor will be liable for the replacement cost for all unaccounted for items.

5.8 Janitorial:

5.8.1 Garbage:

The Contractor must remove all trash to the assigned dumpster a minimum of twice per day.

5.8.2 Ventilation System:

The Contractor must assume responsibility for steam cleaning of the hood ventilation

and stack system twice annually at its own cost. The County will maintain and recharge the fire extinguisher systems, including the hood system, in the kitchen in accordance with the State fire regulations.

5.8.3 Cleaning:

The Contractor must be responsible for all day-to-day as well as periodic major cleaning of the entire kitchen area assigned to the Contractor including walk-ins, store rooms, freezers, dish room, kitchen, employee room, office and receiving area.

The cleaning process must include bus tubs for dirty utensils, wiping down the tables and counters, removal of dirty dishes, resupply of condiments, cleaning the salad bar, coffee maker, microwave and other similar tasks. The thorough cleaning of the floors, walls and other permanent fixtures shall be the responsibility of the Contractor.

5.9 Personnel and Supervision

5.9.1 Selection and Hiring:

All personnel for hire at the Jail by the Contractor must complete the County authorization for records check. The processing must take no more than four business days. The Jail reserves the right to reject any food service personnel candidate without cause.

All personnel hired to work in the Jail kitchen must submit to designated food service administrator the result of a tuberculosis test and blood test indicating the employee is clean of tuberculosis and has a full and clear blood test. Documentation must be provided.

5.9.2 Manager:

*5.9.2.1 The bidding Contractor must provide job profiles/resumes for the individual(s) who will be considered for the Contractor's position of Jail Manager. A job profile must also be submitted for the Assistant Manager position. It is required that the Manager or Assistant Manager have prior experience in correctional facility food services. An interview with any proposed manager will be required prior to the award of the contract.

*5.9.2.2 The Jail also requests that it be notified prior to the transfer/removal of any manager and to approve the replacement.

5.9.3 Compliance with Rules and Regulations:

The Contractor and its employees assigned to County facilities will be required to comply with all Jail rules of conduct concerning normal day-to-day operations.

*5.9.4 Staffing:

The Contractor will be required to staff the operation with the optimum number of employees at all times for the efficient operation of the kitchen. A staffing chart must be submitted within the proposal. There must be a minimum of one staff person in the

kitchen whenever inmate/resident workers are present.

At least one staff person will be assigned to supervise the preparation of meals. A separate staff person will supervise the inmate workers in the preparation of the serving tray and cleanup process when food preparation is still going on.

All Contractor employees must have a valid food handler's certificate from the City of Greenville Health Department. All costs associated with obtaining such certificates for Contractor employees shall be borne by the Contractor.

Employees shall be subject to background checks. Staff of the Sheriff's Department will accomplish checks. The County shall retain the right to deny entry to any and all staff of the Contractor.

The Contractor will provide on-going in-service training to cover such areas as safety, sanitation, and food handling. Jail staff, in cooperation with the Contractor, will provide on-going, in-service training to cover such areas as security, policies, and procedures in Basic Jail School provided by Hunt County at no cost to the Contractor.

If contractor is not able to place employee in the Basic Jail School provided free by Hunt County, it will be at the expense of the contractor to place the employee in a jail school conducted by an outside agency.

Salaries paid shall meet the minimum established by both State and Federal law.

5.9.5 Any changes in the staffing chart must be approved by the Jail prior to the change being implemented. The Contractor will also be responsible for staffing the preparation with the optimum number of available inmates. The Jail will furnish all necessary inmate labor.

5.9.6 Staffing must include inmate/resident labor to be supervised by the Contractor. (Corrections staff will be assigned to the kitchen in accordance with TCJS requirements.) Specific attention is called to the provision that inmate/residents may be used for cleanup, dishwashing, portioning and other utilitarian tasks. The Contractor will state their proposal price to include utilizing inmate/resident labor to cook/prepare foods and cleaning. A maximum of eight (8) inmate workers, when available, will be provided. Contractor is required to directly supervise all inmates who serve portions in trays in a ratio, at a minimum of one (1) supervisor to every eight (8) trustees. Contractor will provide sufficient certified staff with which to supervise any inmate workers provided. Personnel working with inmate labor must meet the minimum requirements for licensing as Texas Jailers in order to legally supervise inmates.

A statement from the Contractor will be required to demonstrate its ability and knowledge in the supervision and control of inmate labor. Statement will include an explanation of training programs designed for inmate labor. Such statements will be submitted with Contractor's proposals.

Notwithstanding the above, the Contractor is required to furnish sufficient number of employees to perform all required services in a professional manner.

5.9.7 Uniforms:

Contractor employees, including management, must be properly attired in a standard uniform, from the first day of the contract and every day thereafter. These employees must be clean and neat at all times. Contractor employees must be easily discernable from the inmate/resident workers. Hair restraints (hats or nets) must be worn by all food service employees and inmate/resident workers in the kitchen and service areas.

5.9.8 Employee Removal:

The Jail may require the Contractor to immediately remove any of the Contractor's employees from Jail premises for any reason sufficient to the Jail. The Contractor's employees shall be subject to the same rules and policies of employment as are County employees and are subject to termination by the Contractor under the same rules as County employees. Any and all such removals must be made in the name of the Contractor and therefore the Contractor will assume the responsibility for the removal.

The Contractor must notify the Jail food service administrator in writing whenever an employee has been terminated, permanently transferred or newly hired. The Contractor has sole responsibility for returning to the Jail an employee's security identification badge within 24 hours of the employee's final shift.

5.10 Financial

5.10.1 Contractor Compensation:

The Contractor will be compensated monthly on a per meal/per person basis. **The Contractor must show the cost for each meal period, ie, Breakfast, Lunch, Dinner and Snack classification. Jail meal counts must be separated by Staff meals, Jail inmate meals and Juvenile sack lunches.**

*5.10.2 Contractor will state their proposed cost per meal as follows:

State cost per meal for each meal period based on the population figures given.

5.10.3 Compensation - Payment:

5.10.3.1 The Contractor shall prepare and forward weekly certified statements to the Sheriff's Office. The statements will reflect the preceding weeks food services, detailing the exact number of meals served on a daily basis as follows:

- (1) Actual number of Adult Inmate Meals
- (2) Actual number of Staff Member Meals Served and Collected For
- (3) Actual number of approved Visitor Meals
- (4) Actual number of Trustee Meals

5.10.3.2 In addition, the Contractor shall submit a comprehensive weekly invoice to be delivered to the Sheriff's Office Financial Controller, 2801 Stuart Street, Greenville Texas 75401. After verification and approval the County Auditor will forward the invoice to be paid by:

Hunt County Treasurer
P.O. Box 1097
Greenville, TX 75401-1097

5.10.3.3 Additionally, the Jail will not pay for unconsumed meals prepared in excess of the counts provided by Jail staff.

5.10.3.4 Hunt County estimates that 900 inmates and an undetermined number of employee meals per day will be provided under this contract. The Hunt County Detention Center has capacity of 389 inmates.

NOTE: The above is provided for information only. Hunt County is not responsible in the event actual meals served do not meet or exceed the above numbers. Hunt County is obligated only to the extent of actual approved meals additional jail services, the contract will encompass the additional meals required.

5.10.4 Accounting Cycle:

The Contractor must comply, for accounting cycle purposes, with the County's fiscal year of October 1 to September 30, and calendar month periods.

5.10.5 Right to Audit:

The Jail reserves the right to audit any aspect of the food services system, as performed by the Contractor, and the Contractor must keep accurate and complete records thereof for at least three (3) years.

5.10.6 Payment of Subcontractors:

Payment will be made upon receipt and acceptance by the County of all completed services and/or products ordered and receipt of a valid invoice, in accordance with the Texas Government Code, Chapter 2251. Successful offeror is required to pay subcontractors within ten (10) days.

5.11 Facility Security

5.11.1 Ingress/Egress:

All Contractor personnel must enter the compound and buildings via the designated entrances and must be signed in and out of the compound and buildings.

5.11.2 Personal Search:

All persons and their belongings will be subject to search. Contractor employees are subject to search at any time they are within the secured areas of the facilities operated by the Jail.

5.11.3 Identification Badges:

All Contractor employees must wear the Jail supplied identification badge (with picture and fingerprint) in a visible manner from the point at which they enter the building, and at all times while in the building, until the point at which they leave the building.

5.11.4 Locked Doors:

The Contractor and its employees will be responsible for keeping all doors closed and locked in the assigned work area. The Contractor and its employees must adhere to all security restrictions imposed by the Sheriff.

5.11.5 Employee/Inmate/Resident Relationships:

The Contractor must ascertain and notify the Jail in writing if any of its employees are related to any person confined as an inmate/resident in any County operated facility. It is each employee's responsibility to alert the Contractor whenever a person who is a relative or personal acquaintance is admitted to a facility as an inmate/resident.

5.11.6 Sharp Equipment Inventory:

The Contractor must implement a check-out/check-in log procedure for sharp utensils. The Contractor must provide and utilize a locked shadow board for the secure storage and quick inventory of knives, meat forks and other sharp or pointed utensils. The Jail reserves the right to enter the kitchen and inventory all such items at its sole discretion. Any missing items must be reported to the shift supervisor or officer in charge immediately, then to the County food service administrator.

5.11.7 Maintenance Vendors:

Maintenance vendors will be required to enter the building through proper security channels. There will be no exceptions. Food service Contractor will be responsible for coordinating vendors' access to the job site by notifying security personnel.

5.11.8 Emergency Authority:

In an emergency situation, the corrections staff takes supervisory precedence over the Contractor's employees.

5.11.9 Security:

The Jail will furnish officers as security personnel in accordance with TCJS requirements. Food service and Jail personnel will coordinate their activities to insure that security is maintained at all times and that meals are prepared in accordance with established schedules.

5.12 Sanitation and Security

5.12.1 Laws:

The Contractor must obey all Federal, State and local laws and ordinances regarding health, sanitation and safety. The Contractor will be subject to inspections in the kitchen by authorized personnel from the Greenville City Health Department.

5.12.2 Food handlers Medical Exams:

The Contractor must provide medical examinations as required by law and Jail policy and appropriate records for each employee will be kept on file with the designated food services administrator.

5.12.3 Medical Clearance:

The Contractor must require medical clearance for any employee to return to work after a three (3) days absence for illness.

5.12.4 Food Samples:

The Contractor must save samples of all prepared foods for a period of not less than 72 hours of its service for testing in the event of an outbreak of food poisoning. Samples must be clearly marked as to the dates and times of preparation, service and storage.

5.12.5 Emergency Situation Reports:

The Contractor must be responsible for immediately notifying the shift officer of any fires in the kitchen or service areas and of any accidents involving Contractor personnel and inmate/resident workers assigned to food service duties.

5.12.6 Employee Physical Health:

The Contractor must not permit employees, or inmate/resident workers, with communicable health problems to work in the kitchen. Medical clearance stating the individuals blood work or chest X-Ray is clear, must be submitted prior to any employees return to work following the individual(s) contracting such health problems.

5.13 Energy Conservation

When the kitchen is not in use or when food preparation is a minimum, the Contractor must assume maximum utility/energy cost conservation by turning off or dimming lights, fans, water, ovens, steam equipment and other energy consuming items. The Contractor must be responsible for turning off all non-essential equipment when the area is not in use.

5.14 Assignment

The Contractors rights and obligations cannot be transferred or subcontracted without the written approval from the Jail. The Jail by this agreement incurs no liability to third persons for payment of any compensation provided herein to the Contractor.

5.15 Rights of Inspection/Complaints

5.15.1 Inspections:

The facilities operated under contract with the Jail may be inspected by the Sheriff or his designated representatives for security, sanitation, food standards, quality of food preparation and service, Contractor employee performance of any other valid reason. After each inspection, the Contractor will be advised in writing of unsatisfactory conditions for which the Contractor is responsible. The Contractor must promptly correct such deficiencies and communicate, in writing within five (5) business days, the solution to each problem, when it was corrected and what has been done to prevent reoccurrence of the problem.

5.15.2 Complaints:

All complaints by inmates/residents and staff must be submitted in writing to the designated food service administrator. Complaints which are valid within the terms of the County's agreement with the Contractor will be forwarded in writing to the Contractor's management. The Contractor will have five (5) business days in which to present a written response detailing the solution to the problem.

5.16 Failure to Comply

5.16.1 Due to the County's legal and moral obligation relative to the provision of an inmate/resident food service program which meets Federal, State and local standards, the Contractor must consistently meet or exceed the terms and conditions of this RFP and resultant contract. Repeated failure by the Contractor to remain in compliance will result in the Jail exercising its right to take one or more of the following actions:

5.16.1.1 Contract termination procedures will be undertaken and, as a result, the Contractor's performance bond, in its entirety, will be forfeited to the Jail.

5.16.1.2 The Jail may, at the Contractor's sole expense, retain the services of one or more contract compliance officers who will monitor and evaluate the Contractor's performance until such time that all contractual terms and conditions are being met on a consistent basis.

5.17 Insurance

Contractor shall maintain at his expense the established levels of insurance as shown below for Worker's Compensation, Comprehensive General Liability and Property Insurance. Notices and Certificates of Insurance shall be submitted to the Hunt County Purchasing Agent at the address shown herein. Worker's Compensation and Employer's Liability Statutory: \$100,000.00 each Accident.

Comprehensive General (Public) Liability to include (but not limited to) the following:
premises/operation; independent contractors; personal injury; products/completed operation;
contractual liability-bodily injury \$1,500,000.00 per occurrence; Property Damage

\$1,500,000.00 per occurrence or combined Single Limit for bodily injury and Property Damage
\$3,000,000.00

Property Insurance for physical damage to property of the Contractor, including improvements and betterments to County property-coverage for a minimum of eighty (80) percent of the actual replacement value of the property.

With respect to required insurance, Hunt County shall:

- (1) Be named as additional insured/or an insured, as its interest may appear.
- (2) Be provided with a waiver subrogation.
- (3) Be provided with thirty (30) days advance written notice to the County Purchasing Agent of cancellation or material change to said insurance.

5.18 Independent Status of Contractor

None of the provisions of this Agreement are intended to create, nor shall be deemed or construed to create, any relationship between the parties other than that of independent entities contracting with each other solely for the purpose of affecting the provisions of this Agreement.

Contractor understands and agrees that Jail shall not withhold from compensation payable to Contractor any sums for income tax, unemployment insurance, social security or other withholding pursuant to any law or required by any governmental authority and that payments of such amounts as may be required by law are and shall be the sole responsibility for Contractor which does hereby indemnify and hold Jail harmless from any and all costs or damages arising out of or in any way connected with the payment or nonpayment of such amounts.

It is expressly acknowledged and agreed that neither of the parties, nor any of their employees shall be construed to be agent, employer or representative of the other nor shall any provision of this Agreement create any right in Jail to exercise control or direction over the business of Contractor provided, however, that all services provided to Jail hereunder shall be provided and delivered at all times in a manner consistent with the standards of Contractor's profession, the terms of this Agreement and all applicable laws, rules and regulations of authorities having jurisdiction over Jail.

Personnel provided by Contractor are not employees of Jail nor are they entitled to any direct compensation nor any benefits or rights of Jail employees as from time to time may be established, and shall provide services for the benefit of Jail through Contractor and only pursuant to this Agreement.

The County has hired Contractor to provide food services. As such, Contractor has the duty and obligation to perform all obligations to Jail under this Agreement in the highest professional manner. No property owned by the Jail shall be used by any employee, staff member or representative of Contractor without express approval by the authorized Jail representative and then shall be used only for professional purposes within the parameters of this Agreement.

5.19 Termination of Contractor

The Jail (Sheriff) shall have the right to terminate the contract if, for any reason, the Contractor fails to provide continuous food service in the facilities for a period in excess of 24 hours. The Jail (Sheriff) reserves the right to terminate the Contractor upon 30 days written notice for just cause. Either party has the right to terminate the contract upon 90 days written notice.

*5.20 Emergencies

The Contractor must include in the proposal contingency plans to provide service in the face of unexpected events such as power failure, fire, riot, lock down, labor strikes, ice storms or acts of God that would preclude normal operations.

5.21 Auxiliary Food Services

The Contractor must be available to provide food for visitors and other related Jail functions. The Contractor must not proceed with such functions without written authorization from the Sheriff or the Jail food services administrator. The costs for such meals, if different from those served inmates/residents and staff, can be subject to negotiation. In order to accommodate meals for local citizens groups it may be necessary to adjust the inmate feeding schedule one or two days each year.

6.0 Contract Revision/Renewal

6.1 The Jail/ reserves the right to either increase or decrease food service requirements within the terms of the contract. The cost for the additional services only will be negotiated at the time the request is made and will not exceed those limits established by Texas law.

*6.2 If the County elects to exercise its option to renew the contract for the next contract year, the Contractor must propose and explain the process that will be used to justify any proposed cost increases. Any proposed increases must be reviewed and approved by the Hunt County Commissioners' Court.

**6.2.1 In addition the Contractor will be asked, within its price proposal, to set an annual not to exceed percentage increase in the cost per meal.*

6.3 Notification of Renewal

The Jail must notify the Contractor, in writing, no later than 60 days prior to the beginning of each successive option year whether or not it will exercise the option to renew the contract for the next fiscal year.

6.4 Constitutional Debt Limit

The Constitutional debt limitation for Counties requires any Jail contract which extends beyond the current fiscal year to be executed subject to future appropriations to fund its provision, and contract documents will reflect this condition.

7.0 QUARTERLY REVIEWS

Quarterly review- The Contractor must submit, in writing, within 15 days of the end of the quarter, a report of food service activity to include, but not be limited to:

- 7.1 Detail of all preventative maintenance performed on each piece of equipment including type of service, date and name of the firm who performed the maintenance. Pertains only if bid is awarded to include maintenance in the cost of meals.
- 7.2 Detail of all repairs performed on each piece of equipment, including who performed the work and whether or not it was under warranty. Pertains only if bid is awarded to include maintenance in the cost of meals.
- 7.3 An assessment of the overall program strengths and weaknesses, as well as recommendations for improvement of food, service, cost control or other areas.

8.0 AFFIRMATIVE ACTION/EQUAL EMPLOYMENT OPPORTUNITIES

The County is an Equal Opportunity/Affirmative Action Employer and all Contractors submitting proposals will be required to comply with the provisions of Federal Executive Order 11246.

9.0 TRANSITION PLAN

A proposed Transition Plan shall be submitted with the proposal that details how the awarded Contractor plans to minimize disturbance of services during a transition period assuming an July 11, 2017 award of contract with an effective date of October 1, 2011. The Transition Plan should be detailed and specific.

10.0 EVALUATION PROCEDURE

The evaluation of proposals will be conducted in three phases.

Phase I the technical portion of the proposals will be read by the evaluation committee. Any proposals that are not complete will not be given any further consideration.

Phase II will be an in-depth evaluation of the technical proposals for the purpose of determining the rank ordering of the proposals by the committee.

Phase III will consist of Contractor and manager candidate interviews, as well as review of the Contractors' financial proposal and negotiations. Should the County not be able to successfully negotiate an Agreement with the top ranked Contractor it will repeat the process with the number two ranked Contractor, and so on, until an Agreement is reached. Once the County terminates negotiations with a Contractor it cannot re-enter into negotiations with that same Contractor.

Per County procedure, the evaluation committee will consist of a representative from each of the following County departments:

- Sheriff's Office
- County Auditor
- Purchasing
- Others as determined by Commissioner's Court

A. Evaluation Criteria

The evaluation criteria are presented in three phases which correspond to Section 10.0.

Phase I

Completeness of the proposal- If the proposal is not complete it will be rejected per the specifications in Phase I of Section 10 of this RFP.

Phase II (100 possible points)

Information Requirements (20 points):

Overall credibility, experience, management, reputation of the company.

Food (20 points):

Sample menus, purchasing, recipes, preparation procedures, special diets, portion standards and quality assurance.

Proposed Price (20 points):

Individual meal cost, Proposed meal cost increases over life of contract. The cost proposal should contain the all inclusive cost for Inmate Meals, Trustee Meals, Juvenile Sack Lunches and Coffee Service.

Personnel and Supervision (20 points):

Training, scheduling, staffing, hours.
(RFP 5.9)

Security/Sanitation and Safety (10 points):

(RFP Section 5.6 and 5.12)

Other (10 points):

Energy Conservation, Assignment, Inspections, Insurance Indemnity, Independent Status of Contractor, Termination of Contractor, Contract Revision and Renewal, Emergencies, Auxiliary Service.

Phase III

Contractor interviews, Management Interviews/Resumes and Reference Checks.

Negotiations may be conducted with responsible bidders who submit proposals determined to be reasonably susceptible of being selected for award. All bidders will be accorded fair and equal treatment with respect to any opportunity for negotiation and revision of proposals. Revisions to proposals may be permitted after submission and before award for the purpose of obtaining best and final offers.

Preparation of committee recommendation for presentation to Commissioner's Court on July 11, 2017, for Court's consideration and award.

HUNT COUNTY
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FOR PROPOSALS

READ THIS ENTIRE DOCUMENT CAREFULLY. FOLLOW ALL INSTRUCTIONS. YOU ARE RESPONSIBLE FOR FULFILLING ALL REQUIREMENTS AND SPECIFICATIONS. BE SURE YOU UNDERSTAND THEM.

General Requirements apply to all advertised requests for proposals; however, these may be superseded, whole or in part, by the SPECIAL REQUIREMENTS/INSTRUCTIONS OTHER DATA CONTAINED HEREIN. Review the Table of Contents. Be sure your proposal package is complete.

ADDENDA

When specifications are revised, the Hunt County Purchasing Agent will issue an **addendum** addressing the nature of the change. Offerors must **sign it and include it in the returned proposal package.**

ASSIGNMENT

The successful offeror may not assign, sell or otherwise transfer this contract without written permission of Hunt County Commissioners Court.

AWARD

Hunt County reserves the right to award this contract on the basis of **LOWEST AND BEST OFFER** in accordance with the laws of the State of Texas, to waive any formality or irregularity, to make awards to more than one offeror, to reject any or all proposals. In the event the lowest dollar offeror meeting specifications is not awarded a contract, the offeror may appear before the Commissioners Court and present evidence concerning his responsibility after officially notifying the Office of the Purchasing Agent of his intent to appear.

PROPOSAL REJECTION

If offeror does not wish to submit an offer at this time but desires to remain on the list for this service, please submit a "NO OFFER" by the same time and at the same location as stated on cover page.

BONDS

If this proposal requires submission of proposal guarantee and performance bond, there will be a separate page explaining those requirements. Offers submitted without the required proposal bond or Cashier's Check are not acceptable.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION INELIGIBILITY, AND VOLUNTARY EXCLUSION

The Contractor certifies by execution of this Contract that it is not ineligible for participation in federal or state assistance programs under Executive Order 12549, "Debarment and Suspension." The Contractor further agrees to include this certification in all contracts between itself and any subcontractors in connection with the services performed under this contract. Contractor also certifies that contractor will notify Hunt County in writing immediately if contractor is not in compliance with Executive Order 12549 during the term of this contract. Contractor agrees to refund Hunt County for any payments made to the contractor while ineligible.

CHANGE OF OWNERSHIP

If ownership of your firm should change during the term of this contract, Hunt County must be notified in writing within ten (10) days and a new declaration of relationships submitted immediately to Hunt County Purchasing Agent. Failure by the vendor to provide written notification of change of ownership may result in cancellation of the contract.

CONTRACT OBLIGATION

Hunt County Commissioners' Court must award the contract and the County Judge or other person authorized by the Hunt County Commissioners' Court must sign the contract before it becomes binding on Hunt County or the offeror. Department heads are NOT authorized to sign agreements for Hunt County. Binding agreements shall remain in effect until all products and/or services covered by this purchase have been satisfactorily delivered and accepted.

CONTRACT RENEWALS

Renewals may be made **ONLY** by written agreement between Hunt County and the offeror. Any price escalations are limited to those stated by the offeror in the original proposal.

HUNT COUNTY
GENERAL REQUIREMENTS
FOR PROPOSALS

DISQUALIFICATION OF OFFEROR

Upon signing this proposal document, an offeror offering to sell supplies, materials, services, or equipment to Hunt County certifies that the offeror has not violated the antitrust laws of this state codified in §15.01, *et seq.*, Business & Commerce Code, or the federal antitrust laws, and has not communicated directly or indirectly the offer made to any competitor or any other person engaged in such line of business. Any or all proposals may be rejected if the County believes that collusion exists among the offerors. Proposals in which the prices are obviously unbalanced may be rejected. If multiple proposals are submitted by an offeror and after the proposals are opened, one of the proposals is withdrawn, the result will be that all of the proposals submitted by that offeror will be withdrawn; however, nothing herein prohibits a vendor from submitting multiple offers for different products or services.

DRUG FREE WORK PLACE

All vendors shall provide any and all notices as may be required under the Drug-Free Work Place Act of 1988, 28 CFR Part 67, to its employees and all sub-contractors to insure that Hunt County maintains a drug-free workplace. The County reserves the right to review drug-testing records of any personnel involved in this bid project. The County may require, at vendor's expense, drug testing of vendor's personnel if no drug testing records exists or if such test results are older than six (6) months.

E-MAIL ADDRESSES CONSENT

Vendor affirmatively consents to the disclosure of its e-mail addresses that are provided to Hunt County. This consent is intended to comply with the requirements of the Texas Public Information Act, Tex Gov't Code Ann. § 522.137, as amended, and shall survive termination of this agreement. This consent shall apply to the e-mail addresses provided by the Vendor, its employees, officers, and agents acting on Vendor's behalf and shall apply to any e-mail address provided in any form for any reason whether related to this bid/proposal or otherwise.

ERRORS or OMISSIONS

Due care and diligence have been used in preparation of this RFP, and it is believed to be substantially correct. However, the responsibility for determining the full extent of the exposure and the verification of all the information presented here in shall rest solely with the proposer. Hunt County and its representatives shall not be responsible for errors or omissions in these specifications, nor for failure on the part of the proposer to determine the full extent of the exposure.

EVALUATION

Evaluation shall be used as a determinant as to which proposed items or services are the most efficient and/or most economical for the County. It shall be based on all factors that have a bearing on price and performance of the items in the user environment. All proposals are subject to negotiations by the Purchasing Agent and other appropriate departments, with recommendation to Commissioners' Court. Compliance with all requirements, delivery and needs of the using department are considerations in evaluating proposals. **Pricing is NOT the only criteria for making a recommendation.** A preliminary evaluation by Hunt County will be held and appropriate proposals will be subjected to the negotiating process. Upon completion of the negotiations, Hunt County will make an award. All proposals that have been submitted shall be available and open for public inspection after the contract is awarded except for trade secrets or confidential information contained in the proposals and identified as such.

FISCAL FUNDING

A multi-year lease or lease/purchase arrangement (if requested by the specifications), or any contract continuing as a result of an extension option, must include fiscal funding out. 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 contractor from the using department without penalty of any kind or form to Hunt County. All charges and physical activity related to delivery, installation, removal and redelivery shall be the responsibility of the offeror.

E-MAIL

If offeror obtained the specifications by electronic means in order to prepare a response, *the proposal must be submitted in hard copy* according to the instructions contained in this Request-for-Proposals package. If, in its response, offeror makes any changes whatsoever to the County's published specifications, the County's specifications *as published* shall control. Furthermore, if an alteration of any kind to the County's published specifications is only discovered after the contract is executed and is or is not being performed, the contract is subject to immediate cancellation.

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, Hunt County's interpretation shall govern.

HUNT COUNTY
GENERAL REQUIREMENTS
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GOVERNING LAW

This proposal invitation is governed by the competitive bid/proposal requirements of the County Purchasing Act, Texas Local Government Code, §262.021 *et seq.*, as amended. Proposers shall comply with all applicable federal, state and local laws and regulations. Proposer is further advised that these requirements shall be fully governed by the laws of the State of Texas and that Hunt County may request and rely upon advice, decisions and opinions of the Attorney General of Texas, the County Attorney, and the County Civil Attorney concerning any portion of these requirements. Any contract resulting from the award of this proposal shall be governed by and construed in accordance with the laws of the State of Texas and the County of Hunt, Texas. The venue for all matters of arbitration and litigation shall be the County of Hunt, State of Texas.

HIPAA COMPLIANCE

Offeror agrees to comply with the Standards for Privacy of Individually Identifiable Health Information of the Health Insurance Portability and Accountability Act of 1996, PL 104-191, 45 CFR Parts 160-164, as amended, and the Texas Medical Records Privacy Act, Texas Health and Safety Code Chapter 181, as amended, collectively referred to as "HIPAA", to the extent that the Offeror uses, discloses or has access to protected health information as defined by HIPAA. Offeror may be required to enter a Business Associate Agreement pursuant to HIPAA.

HOLD HARMLESS AGREEMENT

Contractor, the successful offeror, shall indemnify and hold Hunt County harmless from all claims for personal injury, death and/or property damage resulting directly or indirectly from contractor's performance. Contractor shall procure and maintain, with respect to the subject matter of this proposal, appropriate insurance coverage including, as a minimum, public liability and property damage with adequate limits to cover contractor's liability as may arise directly or indirectly from work performed under terms of this proposal. Certification of such coverage must be provided to the County upon request.

INSPECTIONS & TESTING

Hunt 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 bid item, where applicable, for review, or fails to satisfactorily show an ability to perform, the County can reject the offer as inadequate.

INTER-LOCAL AGREEMENT

It is hereby made a precondition of any bid/offer for a Contract for supplies or services and a part of these specifications, that the submission of any bid/offer in response to this request constitutes a bid/offer made under the same conditions, for the same price, and for the same effective period as this bid/offer, to any other governmental entity having an inter-local agreement with Hunt County. **It is further understood, that any other governmental entity that elects to use a Hunt County Semi-annual or annual award will issue its own Contracts or purchase orders and will require separate billing.**

INTER-NET DISCLAIMER

Hunt County will not be Responsible or Liable for errors and omissions within proposal documents and proposal addendum obtained from inter-net sources that are not authorized by Hunt County. Vendors obtaining proposal information from the inter-net are encouraged to contact the Hunt County Purchasing Department to request all documentation relevant to this proposal.

INVOICES AND PAYMENTS

Offerors shall submit an original invoice on each purchase order or purchase release after each delivery, indicating the purchase order number. Invoices must be itemized. 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 goods 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 Hunt 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 Service.

MAINTENANCE

Maintenance required for equipment proposed should be available in Hunt County by a manufacturer authorized maintenance facility. Costs for this service shall be shown on the Pricing/Delivery Information. If Hunt 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.

HUNT COUNTY
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MATERIAL SAFETY DATA SHEETS

Under the "Hazardous Communication Act", commonly known as the "Texas Right To Know Act", an offeror 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 offeror to furnish this documentation will be cause to reject any bid applying thereto.

NEW MILLENIUM COMPLIANCE

All products and/or services furnished as part of this contract must be compliant for the present year and forward. This applies to all computers including hardware and software as well as all other commodities with date sensitive embedded chips.

POTENTIAL CONFLICTS OF INTEREST

An outside consultant or contractor is prohibited from submitting a bid or proposal for services on a Hunt County project of which the consultant or contractor was a designer or other previous contributor, or was an affiliate, subsidiary, joint venture or was in any other manner associated by ownership to any party that was a designer or other previous contributor. If such a consultant or contractor submits a prohibited bid or proposal, that bid or proposal shall be disqualified on the basis of conflict of interest, no matter when the conflict is discovered by Hunt County. Potential bidders are advised that they may have to disclose requirements pursuant to Texas Local Government Code, Chapter 176. This law requires persons desiring to do business with the County to disclose any gifts valued in excess of \$100.00 given to any County Official or the County Official's family member, or employment of any County Official or the County Official's family member during the preceding twelve (12) month period. The disclosure questionnaire must be filed with the Hunt County Clerk. Refer to Texas Local Government Code, Chapter 176 for the details of this law.

PRICING

Prices for all goods and/or services shall be negotiated to a firm amount for the duration of this contract or as agreed to in terms of time frame. All prices must be written in ink or typewritten. Where unit pricing and extended pricing differ, unit pricing prevails.

PROPOSAL COMPLETION

Fill out and return to Purchasing, Six (6) complete proposals (one marked ORIGINAL and five marked "COPY") in three ring binders. **PACKAGE MUST SHOW THE PROPOSAL NUMBER AND BE MARKED "SEALED PROPOSAL."** An authorized company representative should sign the Proposal Cover Sheet, Conflict of Interest Questionnaire and return with proposal. The completed Form 1295 with the certification of filing, signed and notarized must be returned with the proposal. Completion of these forms is intended to verify that the offeror has submitted the proposal, is familiar with its contents and has submitted the material in accordance with all requirements.

PROPOSAL RETURNS

Offerors must return all completed proposals to the office of the Hunt County Purchasing Agent at 2507 Lee Street, Room 104, Greenville, Texas 75401 **before 10:00 A.M. LOCAL TIME IN GREENVILLE, TEXAS** on the date specified. **Late proposals will not be accepted.**

PURCHASE ORDER AND DELIVERY

The successful offeror shall not deliver products or provide services without a Hunt County Purchase Order, signed by an authorized agent of the Hunt County Purchasing Agent. The fastest, most reasonable delivery time shall be indicated by the offeror in the proper place on the proposal document. Any special information concerning delivery should also be included, on a separate sheet, if necessary. All items shall be shipped **F.O.B. INSIDE DELIVERY** unless otherwise stated in the specifications. This shall be understood to include bringing merchandise to the appropriate room or place designated by the using department. Every tender or delivery of goods must fully comply with all provisions of these requirements and the specifications including time, delivery and quality. Nonconformance shall constitute a breach, which must be rectified prior to expiration of the time for performance. Failure to rectify within the performance period will be considered cause to reject future deliveries and cancellation of the contract by Hunt County without prejudice to other remedies provided by law. **Where delivery times are critical, Hunt County reserves the right to award accordingly.**

RECYCLED MATERIALS

Hunt 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. Hunt County will be the sole judge in determining product preference application.

HUNT COUNTY
GENERAL REQUIREMENTS
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SCANNED OR RE-TYPED RESPONSE

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

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.

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 practice is 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. Manufacturer furnishing these items shall be experienced in design and construction of such items and shall be an established supplier of the item proposed.

SUPPLEMENTAL MATERIALS

Offerors are responsible for including all pertinent product data in the returned proposal package. Literature, brochures, data sheets, specification information, completed forms requested as part of the proposal 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 offeror wishes to include as a condition of the proposal, must also be in the returned proposal package. Failure to include all necessary and proper supplemental materials may be cause to reject the entire proposal.

TAXES

Hunt County is exempt from all federal excise, state and local taxes unless otherwise stated in this document. Hunt 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 Hunt County Purchasing Agent.

TERM CONTRACTS

If the contract is intended to cover a specific time period, the term will be stated in the Special Requirements/Instructions section.

TERMINATION

Hunt County reserves the right to terminate the contract for default if Seller breaches any of the terms therein, including warranties of offeror or if the offeror becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies, which Hunt County may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all services required to Hunt County's satisfaction and/or to meet all other obligations and requirements. Hunt County may terminate the contract without cause upon thirty (30) days written notice to either party unless otherwise specified.

TESTING

Hunt County reserves the right to test equipment, supplies, material and goods proposed 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 offer is subject to rejection.

TITLE TRANSFER

Title and Risk of Loss of goods shall not pass to Hunt County until Hunt 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. Offerors are advised to consult the using department for instructions. The place of delivery shall be shown under the "Special Requirements/Instructions" section of this proposal and/or on the Purchase Order as a "Deliver To:" address.

HUNT COUNTY
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VENUE

The parties agree that regarding any dispute or litigation that may arise in the execution and performance of this contract, that venue for all proceedings, judicial or otherwise, shall be proper in Hunt County.

WAIVER OF SUBROGATION

Offeror and offeror's insurance carrier waive any and all rights whatsoever with regard to subrogation against Hunt County as an indirect party to any suit arising out of personal or property damages resulting from offeror's performance under this agreement.

WARRANTIES

Offerors shall furnish all data pertinent to warranties or guarantees, which may apply to items in the proposal. Offerors may not limit or exclude any implied warranties. Offeror warrants that product sold to the County shall conform to the standards established by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event product does not conform to OSHA Standards, where applicable, Hunt County may return the product for correction or replacement at the offeror's expense. If offeror fails to make the appropriate correction within a reasonable time, Hunt County may correct at the offeror's expense.

VENDORS OWING TAXES

Pursuant to TX Local Government Code §262.0276, Hunt County Commissioner's Court has adopted a policy which requires that vendors' taxes be current as of the date bids/proposals are due. Bidders with delinquent taxes on the due date will not be eligible for award. Whether or not a vendor's taxes are delinquent will be determined by an independent review of the Tax Office records. Vendors who believe a delinquency is reflected in error must contact the Hunt County Tax Office to correct any errors or discrepancies prior to submitting their bid in order to ensure that their bid will be considered. Tax records are available online at the Hunt County Tax Office website —www.hctax.info. Prior to submitting a bid, vendors are encouraged to visit the Hunt County website, set up a portfolio of their accounts and make their own initial determination of the status of their tax accounts. Furthermore, if, during the performance of this contract, a vendor's taxes become delinquent, Hunt County reserves the right to provide notice to the Auditor or Treasurer pursuant to Texas Local Government Code §154.045. This policy is effective for all bids, proposals, quotations and contracts due on or after January 1, 2008.

Revised 03/11

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

OFFICE USE ONLY

Date Received

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.

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

Five star Correctional Services, Inc.

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 became aware that the originally filed questionnaire was incomplete or inaccurate.)

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

None

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.

None

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

6/16/2017
Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

- (i) a contract between the local governmental entity and vendor has been executed;
- or
- (ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

- (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
- (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
- (3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

- (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
- (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

- (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
- (B) that the vendor has given one or more gifts described by Subsection (a); or
- (C) of a family relationship with a local government officer.

County of Hunt

STATE OF TEXAS

PURCHASING DEPARTMENT
2507 Lee Street, Room 104
Greenville, TX 75401-1097



PHONE: (903) 408-4148
FAX: (903) 408-4242
clowry@huntcounty.net

ADDENDUM # ONE

RFP #160-17: Proposal Request for Inmate Food Services for a period of five (5) years beginning October 1, 2017 through September 30, 2020 and renewable for two (2) additional years.

June 8, 2017

The following information is being provided clarify the proposal requirements and address questions received as of this date:

Questions:

1. Who is the commissary service?
Response: Keefe
2. Do they have an e-commerce ordering program in operation for the inmate's friends and family to order special meals?
Response: No
3. Who is the JMS provider?
Response: NetData
4. Do you currently have a fresh meals program that the inmates can purchase items for themselves?
Response: No
5. Please provide current contract and amendments.
Response: Please see attached copies of pricing. The contract is the proposal that was submitted which is a 3 ring binder.
6. What is the current price per meal?
Response: \$1.081 for regular inmates, \$1.536 for trustee meals
7. Are the food service employees in a Union?
Response: No
8. Please provide the average number of call backs each day by meal for the last 6 months?
Response: Estimated 10 to 15 a day

9. Will the contractor be allowed to bill for call backs?
Response: Yes.
10. Do staff eat the same meal as the inmates or do they have a special menu?
Response: Special menu
11. Are beverages provided for the staff (coffee)?
Response: No
12. Please provide a copy of all current menus?
Response: Please see attached copy. This is for inmate menus. There is no staff menu.
13. Please provide copies of the last 12 months of billing invoices submitted by the current contractor to include any and all catering events and bulk purchased?
Response: Please see attached copies
14. Please identify the current number of special diets required each day.
Response: Currently 48 a day, this includes diabetics, allergies, low sodium, etc.
15. Please provide the meal breakdown of the various type of meals (inmate, call backs, sacks, staff and juvenile) by month for the last 12 months.
Response: See invoices
16. Have there been any catered events requested over the past 12 months? If so, please indicate the type and number of participants.
Response: No
17. May the proposer provide alternative financial offerings?
Response: Please explain question further
18. Who pays for the staff meals?
Response: Staff
19. What is the number of staff meals for breakfast, lunch & dinner? Please provide by month for the last 12 months.
Response: Kitchen does not keep a record of staff meals
20. Is there a scale? If yes, please provide a copy of the current scale.
Response: Yes
21. What meals are included in the counts for scale? (Inmate meals, Juvenile meals, staff meals)
Response: Inmate meals
22. Who owns all of the current smallwares?
Response: Hunt County Jail

23. Please indicate the number of inmate workers that will be provided for each shift in the kitchen and staff dining.

Response: 6 to 8 (Most of the time it is hard to have 8)


24. What tasks are the inmate workers permitted to perform?

Response: All tasks except prepping and serving staff meals

All vendors are required to sign and return a copy of this addendum with each Proposal for Inmate Food Services for Hunt County.

Company Name: Five Star correctional services, Inc.

Print Name & Title: Ron Stevens, President

Signature:  Date: 6/15/2017

County of Hunt

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ADDENDUM # TWO

RFP #160-17: Proposal Request for Inmate Food Services for a period of five (5) years beginning October 1, 2017 through September 30, 2020 and renewable for two (2) additional years.

June 8, 2017

The following information is being provided clarify the proposal requirements and address questions received as of this date:

Questions:

1. Are breaded items 3 or 4 ounces before breading?
Response: 3 ounces prior to breading (See page 13 of proposal, items 5.2.1.1 & 5.2.1.2).
2. Can you provide a copy of current menu? Staff menu as well?
Response: Please see attached copy. This is for inmate menus. There is no staff menu.
3. Please clarify type of milk. Is it carton milk?
Response: 2% carton milk.
4. Please provide historical usage of nourishment.
Response: Unsure of what this question is wanting.
5. Can you provide projected numbers of vegetarians/kosher?
Response: Currently 2 vegetarians / 0 kosher.
6. Please provide average number of Muslims fed?
Response: Currently 2.
7. Will current kitchen staff be available for hire in kitchen? If so, please provide numbers and rates.
Response: Unsure, can be discussed with them.
8. What is the starting rate for Deputies?
Response: \$38,430.00/yearly.

9. Are inmates allowed to cook or prep food for inmate menus / ODR?
Response: Yes, for inmate menus. No, for ODR menus.
10. Is there a pre-paid meal ticket system currently in place for staff?
Response: Yes.
11. Can you provide current contractor info for hood system cleaning?
Response: The Contractor must assume responsibility for steam cleaning of the hood ventilation and stack system twice annually at its own cost. The County will maintain and recharge the fire extinguisher systems, including the hood system, in the kitchen in accordance with the State fire regulations (See page 19 & 20, item 5.8.2).
12. Please provide additional info on Juveniles (references sacks p-16, are we feeding JV's – Need numbers, if any funding (NSLP, etc).
Response: Sack lunches for juveniles to be provided on as needed basis. Estimated to be between 6 to 10 sack lunches a month.
13. What is the current price per meal for inmate meals?
Response: \$1.081 for regular inmate meals, \$1.536 for trustee meals.
14. Indicates kitchen shall provide small wares, etc... This is listed under "Responsibilities of the Jail". Please clarify whose responsibility.
Response: Hunt County Jail is responsible.
15. Does small wares include tray replacement?
Response: Yes.
16. Please clarify who is responsible for paper supplies (in section 5.5.2.3).
Response: Contractor.
17. Indicates county will provide sanitation and supplies and equipment. Does tis mean all soaps and chemicals? Please clarify.
Response: Hunt County currently provides hand soap only. Contractor provides all other chemicals.
18. Does the County provide cups and eating utensils? What type of product is currently used?
Response: Yes, each inmate is given a cup with a plastic spork when they are housed in population.
19. How often are jail certification classes provided at the facility?
Response: Twice a year, spring and fall.

All vendors are required to sign and return a copy of this addendum with each Proposal for Inmate Food Services for Hunt County.

Company Name: Five Star Correctional Services, Inc.

Print Name & Title: Ron Stevens, President

Signature:  Date: 6/15/2017

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ADDENDUM # THREE

RFP #160-17: Proposal Request for Inmate Food Services for a period of five (5) years beginning October 1, 2017 through September 30, 2020 and renewable for two (2) additional years.

June 9, 2017

The following information is being provided clarify the proposal requirements and address questions received as of this date:


Questions:

1. Who is the current food service provider?
Response: Five Star Correctional Services.
2. Can you provide a copy of current menu? Staff menu as well?
Response: Please see attached copy. This is for inmate menus. There is no staff menu.
3. What is the current price per meal?
Response: \$1.081 for regular inmates, \$1.536 for trustee meals.
4. Does the County have a sliding scale in place?
Response: Yes.
5. How many current employees are in the kitchen?
Response: Currently 3.
6. Are the Current kitchen employees TCLEOSE certified?
Response: No, they have not been certified. We are requesting that they be certified. The Sheriff's office does have a jail school 2x yearly that they can attend. Once in the spring and once in the fall.

All vendors are required to sign and return a copy of this addendum with each Proposal for Inmate Food Services for Hunt County.

Company Name: Five Star Correctional Services, Inc.

Print Name & Title: Ron Stevens, President

Signature:  Date: 6/15/2017

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ADDENDUM # FOUR

RFP #160-17: Proposal Request for Inmate Food Services for a period of five (5) years beginning October 1, 2017 through September 30, 2020 and renewable for two (2) additional years.

June 13, 2017

The following information is being provided clarify the proposal requirements and address questions received as of this date:

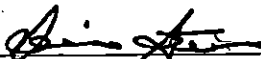
Questions:

1. Do they require milk daily?
Response: Yes – served at breakfast.
2. What do they want in the sack meal and how many do they serve?
Response: They have been provided two sandwiches, an orange, peanut butter crackers and Kool-Aid pack. The sack lunches are to be provided for Juveniles on a as needed basis. At the present time we estimate 6 to 10 sack lunches are provided a month.
3. Do they need copies of the diet menus?
Response: Yes

All vendors are required to sign and return a copy of this addendum with each Proposal for Inmate Food Services for Hunt County.

Company Name: Five Star Correctional Services, Inc.

Print Name & Title: Ron Stevens, President

Signature:  Date: 6/15/2017

County of Hunt

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ADDENDUM # FIVE

RFP #160-17: Proposal Request for Inmate Food Services for a period of five (5) years beginning October 1, 2017 through September 30, 2020 and renewable for two (2) additional years.

June 13, 2017

The following information is being provided clarify the proposal requirements and address questions received as of this date:

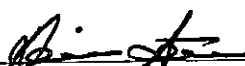
Questions:

1. Can I get a copy of the last 60 days of invoices that the current contractor has billed the county?
Response: Attached to Addendum #1 there was a zip folder which included these invoices
2. Would the county like to see a commissary proposal as well?
Response: No not as this time
3. Can we get a list of all inventory that the current vendor wants to be reimbursed for?
Response: This list will be provided from current vendor once the RFP #160-17 is awarded

All vendors are required to sign and return a copy of this addendum with each Proposal for Inmate Food Services for Hunt County.

Company Name: Five Star Correctional Services, Inc.

Print Name & Title: Ron Stevens, President

Signature:  Date: 6/15/2017

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY
 CERTIFICATION OF FILING**

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Five Star Correctional Services, Inc.
 Dallas, TX United States

Certificate Number:
 2017-224662

Date Filed:
 06/15/2017

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Hunt County

Date Acknowledged:
 07/13/2017

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

160-17
 Inmate Food Services for the Hunt County Sheriff's Office

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.

6 AFFIDAVIT I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

 Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20_____, to certify which, witness my hand and seal of office.

 Signature of officer administering oath Printed name of officer administering oath Title of officer administering oath