

**REQUEST FOR PROPOSAL**

**FOR**

**FOOD SERVICE VENDOR**

**CORYELL COUNTY JAIL**

**CORYELL COUNTY, TEXAS**

**NOVEMBER 14, 2017**

**CORYELL COUNTY SHERIFF'S OFFICE  
510 LEON STREET  
GATESVILLE, TEXAS 76528**

## **INVITATION TO BID NOTICE AND RFP INFORMATION**

Coryell County will be accepting bids for Food Service Vendor. Sealed bids must be received by the Coryell County Sheriff, Scott A Williams, Coryell County Sheriff, 510 Leon Street, Gatesville, Texas 76528, on or before December 6, 2017 at 1:00 p.m. sealed bids will be opened and reviewed by the Sheriff, Chief Deputy and Jail Lt. Karen Porter at that time. The outside of the envelope must be plainly marked: "Bid: Food Service Vendor". Bids will be discussed and/or awarded at the Commissioners' Court Regular Meeting on Monday, December 11, 2017; at 9:00 a.m. Bids must be a firm specific stated exact dollar amount with no escalated bid amount being acceptable. Bids not accompanied by an Affidavit will not be considered.

The complete bid documents are available on the website at: <http://www.coryellcountysheriff.com> Also at the Sheriff's office at 510 Leon Street, Gatesville, Texas 76528. The telephone number is (254) 865-7201

### **MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE BIDDERS**

A prospective bidder must be able to meet the following requirements:

1. Have adequate financial resources, or the ability to obtain such resources as required;
2. Be able to comply with the required or proposed delivery schedule;
3. Have a satisfactory record of performance;
4. Have a satisfactory record of integrity and ethics;
5. Be otherwise qualified and eligible to receive an award;
6. Provide a list of references where like items have been supplied by Bidder, and the name of each reference, address, telephone number, and name of representative shall be included.

Any inquiry as to the Food Service Vendor shall be directed to Scott A Williams, County Sheriff or his designee, 510 Leon Street, Gatesville, TX 76528. Tel (254) 865-7201; Fax (254) 865-7774.

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510 LEON STREET  
GATESVILLE, TEXAS 76528**

## **INVITATION TO BID NOTICE AND INFORMATION**

1. Commissioners' Court of Coryell County, Texas is accepting sealed bids to purchase the following:

### **FOOD SERVICE VENDOR FOR CORYELL COUNTY JAIL**

2. Bids should be placed in a sealed envelope marked:

#### **BID: FOOD SERVICE VENDOR**

3. *SUBMISSION OF BIDS:* Sealed bids shall be received by: Scott A Williams, Coryell County Sheriff, or his designee at 510 Leon Street, Gatesville, Texas 76528.
4. Deadline for bid submission is 1:00 p.m. on Wednesday, December 6, 2017.
5. All bids must be received at the designated location by the time deadline shown above. Bids received after the deadline will be returned unopened to sender and shall be considered void and unacceptable.
6. The bid documents are available in the Sheriff's Office 510 Leon St. Gatesville, Texas 76528 and on the website at: <http://www.coryellcountysheriff.com> The telephone number is (254) 865-7201,
7. Each bidder shall use unit pricing.
8. The method of payment shall be from current operating funds.
9. Bids not accompanied by an Affidavit and Conflict of Interest Questionnaire will not be considered.
10. *OPENING* of the bids; will be by Scott A Williams, Coryell County Sheriff, along with the assigned committee or his designee, and be discussed and/or awarded at the Commissioners' Court Regular Meeting on Monday, December 11, 2017 at 9:00 a.m.
11. *THE COMMISSIONERS' COURT* reserves the right to reject any and/or all bids for any and/or all services covered in this bid request and to waive any informality in bids as may be deemed to be in the best interest of Coryell County.

## **MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE BIDDERS**

A prospective bidder must be able to meet the following requirements:

1. Have adequate financial resources, or the ability to obtain such resources as required;
2. Be able to comply with the required or proposed delivery schedule;
3. Have a satisfactory record of performance;
4. Have a satisfactory record of integrity and ethics;
5. Be otherwise qualified and eligible to receive an award;
6. Provide a list of references where like items have been supplied by Bidder, and the name of each reference, address, telephone number, and name of representative shall be included.

Coryell County may request information sufficient to determine bidder's ability to meet these minimum standards listed above.

*BIDDER SHALL PROVIDE* with this bid response all documentation required by this request for Information from Bidder. Failure to provide this information may result in rejection of bid.

*BIDDER AGREES TO* defend, indemnify, and hold harmless Coryell County and all its officers, agents, and employees from all suits, actions, or other claims, of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from bid award. Successful bidder shall pay any judgment, with cost, which may be obtained against Coryell County growing out of such injury or damages.

*TERMINATION OF CONTRACT:* This contract shall remain in effect until contract term expires or until completion by delivery and acceptance of item(s) ordered, or until termination by mutual agreement with a thirty (30) day written notice prior to any agreed cancellation. The successful bidder must state therein the reasons for such cancellation. In the event said contract is canceled as stated. Coryell County reserves the right to award the contract to the next lowest bidder as it deems to be in the best interest of the County.

*TERMINATION FOR DEFAULT:* Coryell County reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default of this contract. Coryell County reserves the right to terminate the contract immediately in the event the successful bidder fails to:

1. Meet delivery or completion schedules, or
2. Otherwise perform in accordance with these specifications.

## **BID INSTRUCTIONS/TERMS OF CONTRACT**

*LATE BIDS:* Bids received after submission deadline shall be returned unopened and will be considered void and unacceptable, Coryell County is not responsible for delivery of bids, lateness of mail, or any other cause for delay of delivery. The time/date entry from the Coryell County Sheriff shall be the official time of receipt.

*ALTERING BIDS:* Bids cannot be altered or amended after submission deadline. Any interlineations, alteration, or erasure made before the submission deadline must be initialed and dated by the signer of the bid, to guarantee authenticity.

*WITHDRAWAL OF BID:* A bid may not be withdrawn or canceled by the bidder for a period of sixty (60) days following the date designated for the receipt of bids, and bidder so agrees upon submittal of their bid.

*SALES TAX:* Coryell County is, by statute, exempt from State Sales Tax and Federal Excise Tax; therefore, the bid price shall not include taxes.

*BID AWARD:* Coryell County reserves the right to award bid to one or more vendors as it deems to be in the best interest of the County.

*CONTRACT:* This bid, when properly accepted by Coryell County, shall constitute a contract equally binding between the successful bidder and Coryell County. Except by agreement, no different or additional term, will become part of this contract with the exception of a Change Order.

*CHARGE ORDER:* No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All Change Orders to the contract will be made in writing by Coryell County.

*DELIVERY:* All delivery and freight charges (FOB Coryell County designated location) are to be included in the bid price.

*DELIVERY TIME:* Bids shall show number of days required to deliver bid items(s) at the County's designated location. Failure to state delivery time may cause bid to be rejected. Successful bidder must keep Coryell County advised at all times of the status order.

*CONFLICT OF INTEREST:* No public official shall have interest in this contract, in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5, Subtitle C, and Chapter 171. Bidder is required to submit a signed affidavit form included in Bid Documents.

*EXCEPTIONS/SUBSTITUTIONS:* All timely filed bids meeting the intent of this invitation to bid will be considered for award. Bidders taking exception to the specifications, or offering substitutions shall state the exceptions in the section provided or by attachment as part of the bid. The absence of such a list shall indicate that the bidder has not taken exceptions and the bidder shall be responsible to perform in strict accordance with the specifications of the invitation. The

Coryell County Commissioners' Court reserves the right to accept or not accept any part or all of the exception(s), and/or substitution(s), as deemed by the Commissioners' Court to be in the best interest of the County.

*ALL BID ITEMS* must be new and unused, unless otherwise clearly specified in writing, in first class condition, and of current manufacture. All equipment shall be furnished ready to use. All items not specifically mentioned, that are required for a complete unit, shall be furnished. Any items appearing in manufacturer's published specifications and not specifically listed herein are to be included with this bid. Any additions, deletions, or variations from the manufacturer's published specifications must be outlined in the section provided in a letter attached to the Information to Bidders.

Any inquiry as to the Food Service Vendor shall be directed to Scott A Williams, Coryell County Sheriff, or Chief Deputy Mark Wilcox 510 Leon Street, Gatesville, Texas 76528. Telephone (254) 865-7201; Fax (254) 865- 7774.

Coryell County reserves the right to accept or reject any and/or all bids, to waive formalities, and to award the contract to the bidder who, in the opinion of the Commissioners' Court, offers the bid in the best interest of Coryell County.

Bidder shall submit two (2) copies of the bid. Fax transmittals will not be accepted.

Acceptance of the bid shall obligate the bidder to provide up to the amount bid at the bid terms and conditions and as stated herein.

Coryell County reserves the right to require any successful bidder to enter a separate written contract containing the terms herein and other reasonable conditions.

Coryell County is a tax exempt entity, and taxes shall be excluded from any bid.

Total Cost for Meals per Day per Inmate: \_\_\_\_\_

Period of Contract: January 1, 2018 to December 31, 2018

1. BIDDER:

\_\_\_\_\_  
Company Name

Address \_\_\_\_\_

Signature; Title: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

## **BID SPECIFICATIONS FOR FOOD SERVICE VENDOR CORYELL COUNTY JAIL**

Coryell County will be accepting bids for Food Service Vendor. Sealed bids must be received by the Coryell County Sheriff. Scott A Williams. Coryell County Sheriff. 510 Leon Street, Gatesville, Texas 76528, on or before December 6, 2017 at 1:00 p.m. Sealed bids will be opened and reviewed by the Sheriff at that time. The outside of the envelope must be plainly marked: "Bid: Food Service Vendor". Bids will be discussed and/or awarded at the Commissioners' Court Regular Meeting on Monday, December 11, 2017; at 9:00 a.m. Bids must be a firm specific stated exact dollar amount with no escalated bid amount being acceptable.

Vendor shall furnish all products and supplies in accordance with specifications, which are as follows:

1. The service agreement will specify that the Coryell County Sheriff's Office will purchase 100% of all food and supplies from the vendor including paper and cleaning products.
2. The vendor will provide the following services, as well as, complying with the daily food cost and nutritional needs for the general population.
3. The Contractor must provide a four-week certified dietitian approved rotational menu with a minimum 2,200 calories ADA, as well as approved substitutions. This menu will be reviewed and approved annually.
4. The daily cost of general population will not exceed \$4.00 with a minimum of 2,200 calories provided. There are currently 65 to 90 inmates served at each meal.
5. The vendor will also provide complete coffee service for the Sheriffs Administration office at no extra charge.
6. The Contractor must provide regional management who will make a minimum of one visit per month to the facility or as needed.
7. The Contractor must provide all initial and ongoing training to both inmates and staff. Inmate training will include menu preparation, proper portioning, sanitation, and personal cleanliness in a food preparation area.
8. Staff training must include menu preparation, proper portion control. Inventory reports, grocery ordering, daily meal count sheets, food cost control, and invoice reports.
9. The Contractor must have the knowledge and expertise of "Kitchen Consulting Services". Should Coryell County decide to expand, the contractor will provide affordable equipment pricing and plans for a renovated or new kitchen facility. This service shall be included in the inmate meal price.
10. The Contractor must provide a minimum of two references from facilities that they currently service.



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

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

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

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

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

**OFFICE USE ONLY**

Date Received

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

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

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

\_\_\_\_\_  
Name of Officer

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

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

☐ Yes

☐ No

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

☐ Yes

☐ No

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

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

**7**

\_\_\_\_\_  
Signature of vendor doing business with the governmental entity

\_\_\_\_\_  
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:

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(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.

APPENDIX A  
Affidavit

STATE OF TEXAS  
COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_, as a member of the \_\_\_\_\_ Food Service Company make this affidavit and under oath state the following:

I have a substantial interest in a business entity or real property that may receive a special economic effect by a vote or decision of the Coryell County Commissioners Court, and the economic effect on my business entity or real property is distinguishable from the effect on the general public. What constitutes a "substantial interest," "business entity," "real property," and a "special economic effect" are terms defined by Local Government Code Chapter 171. The business entity or real property is [ *name, address of business description of property*].

The nature of my substantial interest in the business entity or real property is:

- ☐ An ownership interest of 10 percent or more of the voting stock or shares of the business entity.
- ☐ An ownership interest of 10 percent or \$15,000 or more of the fair market value of the business entity.
- ☐ Funds received from the business entity exceed 10 percent of \_\_\_\_\_ *his, her*] gross income for the previous year.
- ☐ Real property is involved and \_\_\_\_\_ [ */ have, he has, she has*] an equitable or legal ownership with a fair market value of at least \$2,500.
- ☐ A person who is related to me within the first degree of consanguinity (blood) or affinity (marriage) has a substantial interest in the involved real property or business entity. I have also checked which of the above types of interest my relative has in the item.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

\_\_\_\_\_  
Title: \_\_\_\_\_

BEFORE ME, the undersigned authority, on this day personally appeared \_\_\_\_\_  
and by oath swore that the facts stated above are true and correct to the best of his/her knowledge and belief.

Sworn to and subscribed before me on the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

\_\_\_\_\_  
Notary Public in the State of Texas  
My commission expires \_\_\_\_\_