



**CAMERON COUNTY
PURCHASING DEPARTMENT
INVITATION TO RFP**

RFP NUMBER # 1441

RFP TITLE: JAIL SYSTEM FOOD SERVICES

DATE DUE: January 10, 2012

DUE NO LATER THAN 10:00 A.M.

Bids/ RFP's / RFQ's will be opened at the Cameron County Courthouse, 1100 East Monroe Street, Brownsville, Texas in the Purchasing Department – 3rd Floor – Room # 345 at 10:01 a.m. (as per Purchasing Dept. time clock) on deadline due date.

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

Please return **ORIGINAL ONE (1) AND FIVE (5) COPIES** RFP in sealed envelope. Be sure that return envelope shows the RFP Number, Description and is marked "SEALED RFP".

RETURN RFP TO:

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

MANDATORY PRE PROPOSAL MEETINGS SCHEDULE:

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

Meeting – December 15, 2011 at 2:00 P.M.

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

CONTACT PERSON: Mike Leinart at 956-554-6700

Pre proposal questions must be submitted by: **December 7, 2011** (fax to 956-550-7219 Mike Forbes or e-mail)

For additional information or to request addendum contact: Mike Forbes or Beverly Findley at (956) 544-0871, E-mail: mforbes@co.cameron.tx.us or purchasing@co.cameron.tx.us To ask specific questions on project requirements, please call: **Mike Lienart at (956) 554-6700**

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

Company Name: _____

Company Address: _____

City, State, Zip Code: _____

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

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

Print Name: _____ Signature: _____

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

(Your signature attests to your offer to provide the goods and/or services in this RFP according to the published provision of this RFP. When an award letter is issued, this RFP becomes the contract. If a RFP required specific Contract is to be utilized in addition to this RFP, this signed RFP will become part of that contract. When an additional Contract is required a RFP award does not constitute a contract award and RFP / Contract is not valid until contract is awarded by Commissioners Court (when applicable) signed by County Judge) and Purchase Order is issued.

CHECK LIST

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

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

Attachments

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

Other - Final Reminders To double check before submitting BID/RFP/RFQ

- Is your RFP sealed with RFP #, title, Bidder Name, & return address, on outside?
- Did you complete, sign and submit page 1?
- Did you complete and submit attachments A,B,C,D,E , F, G, H ?
- Did you provide the number of copies as required on the cover page?
- Did you visit our website www.co.cameron.tx.us/purchasing/specs_notices.htm for any addendums?

If not interested in Bidding please let us know why by feedback at: www.co.cameron.tx.us/purchasing/feedback.htm

INSTRUCTIONS FOR SUBMITTING RFP'S

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

Carefully read all instructions, requirements and specifications. Fill out all forms properly and completely. Submit your RFP with all appropriate supplements and/or samples. Prior to returning your sealed RFP response / submittal, all Addendums - if issued - should be reviewed and downloaded by entering the County Purchasing web http://www.co.cameron.tx.us/purchasing/specs_notices.htm Addendums Column (updated Addendums). These Addendums must be signed and returned with your RFP in order to avoid disqualification. All Tabulations can also be viewed and downloaded at this site. Review this document in its entirety. Be sure your RFP is complete, and double check your RFP for accuracy.

Cameron County is an Equal Employment Opportunity Employer.

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

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

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

Questions requiring only clarification of instructions or specifications will be handled verbally. If any questions results in a change or addition to this RFP, the Change(s) and addition(s) will be forwarded to all vendors involved as quickly as possible in the form of a written addendum only. Verbal changes to Bids/RFP's/RFQ's must be backed-up by written addendum or written Q/A clarifications which would be posted on County Purchasing Web site. Without written Addendum or written Q / A clarification, verbal changes to Bids / RFP / RFQ will not apply.

Sign the Vendor's Affidavit Notice, complete answers to Attachments A,B, C, D, E , F , G, H, I, J, K and return all with your RFP.

CONFLICT OF INTEREST QUESTIONNAIRE:

For vendor or other person doing business with local governmental entity

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

By law this questionnaire must be filed with the records administrator (County Clerk's Office) of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

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

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

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

can be downloaded at the following web site:

<http://www.co.cameron.tx.us/purchasing/docs/conflictinterest.pdf>

DISCLOSURE OF INTERESTS:

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

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

can be downloaded at the following web site:

<http://www.co.cameron.tx.us/purchasing/docs/DisclosureofInterest.pdf>

PROPOSER SHALL SUBMIT RFP ON THE FORM PROVIDED, SIGN THE VENDOR AFFIDAVIT, AND RETURN ENTIRE RFP PACKET. In the event of inclement weather and County Offices are officially closed on a RFP deadline day, RFP's will be received unit 2:00 p.m. of the next business day, for opening at up coming Commissioner's Court meeting.

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

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

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

PLEASE NOTE CAREFULLY

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

1. **ORIGINAL AND SIX (6) COPIES OF RFP's MUST BE SUBMITTED** Each RFP shall be placed in a separate envelope completely and properly identified with the name and number of the RFP. RFP's must be in the Purchasing Department BEFORE the hour and date specified.
2. RFP's MUST give full firm name and address of the Proposer. Failure to manually sign RFP will disqualify it. Person signing RFP should show TITLE or AUTHORITY TO BIND THE FIRM IN A CONTRACT.
3. RFP's CANNOT be altered or amended after deadline time. Any alterations made before deadline time must be initiated by Proposer or his authorized agent. No RFP can be withdrawn after opening time without approval by the Commissioners Court based on a written acceptable reason.
4. The County is exempt from State Sales Tax and Federal Excise Tax. DO NOT INCLUDE TAX IN RFP. Cameron County claims exemption from all sales and/or use taxes under Texas Tax Code §151.309, as amended. Texas Limited Sales Tax Exemption Certificates will be furnished upon written request to the Cameron County Purchasing Agent.
5. Any Catalog, brand name or manufacturer's reference used in a RFP invitation is descriptive-NOT restrictive-it is to indicate type and quality desired. RFP's on brand of like nature and quality will be considered. If RFP is based on other than reference specifications, proposal must show manufacturer, brand or trade name, lot number, etc., of article offered. If other than brand(s) specified is offered, illustrations and complete descriptions should be made part of the RFP. If Proposer takes no exception to specifications or reference data, he will be required to furnish brand names, numbers, etc. as specified.
6. Samples, when requested, must be furnished free of expense to the County. If not destroyed in examination, they will be returned to the Proposer on request, at his expense. Each sample should be marked with Proposer's name, address, and County RFP number. DO NOT ENCLOSE OR ATTACH SAMPLE TO RFP.
7. Written and verbal inquires pertaining to RFP's must give RFP Number and Company.
8. NO substitutions or cancellations permitted without written approval of Director of Purchasing.
9. The County reserves the right to accept or reject all or any part of any RFP, waiver minor technicalities. The County of Cameron reserves the right to award by item category or by total RFP. Prices should be itemized. County also reserves the right to award either with or without trade-in, if applicable.
10. RFP unit price on quantity specified – extend and show total. In case or errors in extension, UNIT prices shall govern. RFP's subject to unlimited price increase will not be considered.
11. This is a RFP inquiry only and implies no obligation on the part of Cameron County.

12. Acceptance of and final payment for the item will be contingent upon satisfactory performance of the product received by Cameron County.
13. Partial RFP's will not be accepted unless awarded by complete category or line item. **To be awarded by total RFP.**
14. It is expected that the Proposer will meet all state and federal safety standards and laws in effect on the date of the RFP for the item(s) being specified, and the particular use for which they are meant.
15. It is the responsibility of the bidder or proposer to ask any and all questions the bidder or proposer feels to be pertinent to the RFP or proposal. Cameron County shall not be required to attempt to anticipate such questions for bidders or proposers. Cameron County will endeavor to respond promptly to all questions asked.
16. The period for reaching acceptance decision of this Proposal will be **ninety (90) calendar days**.

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

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

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

INVOICES AND PAYMENTS: (a) Seller shall submit separate invoices, in duplicate, on each purchase order after each delivery. Invoices shall indicate the purchase order number, shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading and the freight weigh bill when applicable, should be attached to the invoice. Mail to: Cameron County, ATTN: Auditor's Office, P. O. Box 3846, Brownsville, Texas 78523. Payment shall not be due until the above instruments are submitted after delivery. Suppliers should keep the Finance Department advised of any changes in your remittance addresses. (b) Buyer's obligation is payable only and solely from funds available for the purpose of the purchase. Lack of funds shall render this contract null and void to the extent funds are not available and any delivered buy unpaid for goods will be returned to Seller by Buyer. (c) Do not include Federal Excise, State or City Sales Tax. County shall furnish tax exemption certificate if required.

Any invoice, which cannot be verified by the contract price and/or is otherwise incorrect, will be returned to the offeror for correction. Under term contracts, when multiple deliveries and/or services are required, the offeror may invoice following each delivery and the County will pay on invoice. Contracts providing for a monthly charge will be billed and paid on a monthly basis only. Prior to any and all payments made for good and/or services provided under this contract, the offeror should provide his Taxpayer Identification Number or social security number as applicable. This information must be on file with the Cameron County Auditor's office. Failure to provide this information may result in a delay in payment and/or back-up withholding as required by the Internal Revenue Services.

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

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

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

and additional two copies to

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

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

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

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

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

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

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

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

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

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

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

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

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

**REQUEST FOR PROPOSAL
CAMERON COUNTY, TEXAS**

I. INTRODUCTION

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

Contract Terms:

Successful vendor will be awarded an initial contract, effective from the date of award through March 31, 2015, with option to extend the contract (without re-advertising RFP's) on a year to year basis for up to two (2) additional one year renewals . Prices must remain firm for the entire contract. Cameron County will consider price re-determination as discussed on Pg. 6.

Cameron County presently operates two facilities at the following locations:

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

1054 E. Harrison St, Brownsville, Tx. 78520 – Detention Center # 2

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

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

Contact Person – Mike Lienart

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

II. OBJECTIVES OF RFP

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

- A. **To deliver high quality food service that can be audited against established nutritional and health standards.**
- B. **To operate the food service program using corrections-experienced and professionally trained personnel.**
- C. **To operate the foodservice program in a cost-effective manner with full reporting to Cameron County.**
- D. **To implement a written foodservice plan with clear objectives, policies, procedures and annual evaluation of compliance.**
- E. **To maintain an open collaborative relationship with the administration and staff of Cameron County and other County offices.**
- F. **To maintain standards established by Cameron County, as well as ACA, State and Federal Correctional Food Service standards.**
- G. **To offer a comprehensive program for continuing staff and inmate training.**
- H. **To operate the food service program in a humane manner with respect to the inmates' rights to basic health and nutritional standards.**

III. PROPOSAL PROCESS

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

	<u>Dates</u>
Distribution of the RFP	November 21, 2011
Mandatory Pre-proposal meeting and site visit	December 15, 2011 at 2:00 p.m.
Due date/Public Opening	January 10, 2012 at 10:00 a.m.
	<u>Projected Dates</u>
Evaluation by Committee / Presentations (if desired by Committee)	January 23, 2012
Notification of Award of RFP	January 26, 2012
Negotiate Contract finalize and Comm. Court approval	February 9, 2012
Commence Services	April 1, 2012

IV. QUALIFICATIONS OF PROPOSER

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

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

The estimated value of the contract shall be based upon the unit meal cost, times 1,400 people, times 3 meals per day, times 365 days.

Example: 30 (average days per month) x 2 (2 months) x 3 (meals per day) x 1,400 inmates x your price per meal = (equals) Performance Bond

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

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

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

Proposers must submit RFP Bonds based upon the following formula:

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

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

V. **SELECTION CRITERIA - CRITERIA FOR EVALUATION**

Mandatory requirements include:

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

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

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

- A. **10 points - Response to customer reference checks:**

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

- B. **10 points - Company background and experience:**

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

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

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

Food Delivery and Service: Food Delivery System

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

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

D. **10 points - Emergency Plan**

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

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

100 points - TOTAL

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

At the conclusion of discussions, the vendors will be ranked based on selection criteria, and final negotiations will be conducted with the vendor selected by the Commissioner's Court. If a satisfactory agreement can be reached, the contract shall be awarded to the vendor; otherwise, negotiations will be conducted with each subsequent vendor until a satisfactory contract can be established or until the Commissioner's Court determines that rejection of all proposals is the best interest of Cameron County.

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

VI. METHOD OF AWARD

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

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

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

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

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

VII. PROPOSAL PACKAGE

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

A. Transmittal Letter

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

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

1. Introduction
 - a) Company Profile
 - (1) General history, description and status of the company. Date organized to provide food service management in institutional and correctional facilities.
 - (2) Corporate background and depth of support, including description of parent company, if any. If the proposer is a subsidiary of another corporation, the proposer shall indicate the length of this relationship and status with present ownership. Corporate and regional office organizational structure.(also Att. B)
 - (3) number of employees
 - (4) number of years doing business
 - b) Describe current contracts or business with other correctional food service facilities
 - (1) client - **10 minimum**
 - (2) date of original contract
 - (3) type/size
 - c) Facilities currently accredited by State or Federal Accreditation Board
 - (1) name of facility
 - (2) accrediting agency - list all
 - d) Company achievements in providing correctional food service management.
 - e) References (minimum 5) with equivalent inmate population to Cameron, with addresses and phone contacts. (Attachment D)

- f) Vendor will also indicate which contracts have been lost (cancelled or terminated) within the past 2 years and give reason.
- g) Non – Collusion affidavit (Attachment E).
- h) Residence Certification (Attachment F).

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

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

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

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

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

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

5. Price per Meal

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

C. Operational Standards - All proposals must clearly define:

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

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

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

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

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

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

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

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

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

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

VIII. SCOPE OF WORK

A.

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

Estimated Average Daily Meals Required (see Exhibit A)

2. **Except for special diets, the vendor shall serve meal frequencies of three (3) times a day, seven (7) days a week, fifty-two (52) weeks a year. The time differential between the evening meal and breakfast (of the following morning) will be no more than twelve (12) hours. The preferred food service schedule will be determined with the successful proposer.**
3. **Vendors shall be responsible for all food handling, including storage, removal to prep areas, all prep, cooking, bulk transfer to tray lines. Vendor or inmate food handler shall dish-up food on individual serving trays at the Kitchen. Inmate Food Handlers will take over from this point and distribute meals to the individual inmates.**
4. **Inmate labor (an average of twelve (12) inmate workers, qualified and screened inmates, per kitchen per shift – two (2) shifts per day) will be provided and supervised by the vendor (in all kitchen facilities) for the following tasks :**
 - a) **Loading clean empty trays on the front end of the tray line for dish up by inmates.**
 - b) **Remove filled trays from the end of the line, stack and deliver.**
 - c) **Receive soiled trays returning from the kitchen for dishwasher prep.**
 - d) **Load and empty trays from dishwasher area.**
 - e) **Stack trays removed from wash area and make ready for feeding.**
 - f) **Under supervision of vendor, clean and maintain sanitary conditions throughout the entire kitchen area, including pots, pans, equipment, utensils, storage, prep, cooking, and tray loading areas.**

5. The price per meal charged shall be determined by taking the actual meals ordered or served each day times the contract price for that number of meals.

• Note Sites Served, Kitchen Location(s), Meal Service Types (Cafeteria / tray / sack meals / other), Menus, Service schedules

Example:

- a) Food is received, stored, prepared, and served at the main facility at the Carrizales-Rucker Detention Facility 7100 Old Alice Rd., Olmito, Texas.
- b) Inmate workers supervised by C.O.'s deliver meals to each living area. Meals will be served on thermal (define if you wish to) trays delivered.
- c) Must operate 3 of 4 separate Kitchen sites – manning all 3 Kitchens for 3 meal services per day.
- d) Vendor workers will be expected to supervise inmates in the tray make-up and delivery of meals at this site.
- e) Satellite site serves an average of 650 inmates at each meal.
- f) The same trays are used at satellite facility and ware washing is done on site.
- g) **Current menus for each site (see Exhibit B)**
- h) The current meal service schedule is as follows:
Breakfast , Lunch and Dinners will be scheduled at 4 to 5 hours apart with snacks at 2 ½ hours after breakfast, lunch and/or dinner as needed.

B. Vendor Service Requirements

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

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

1. Food & Supplies

- a) Purchase and safely manage all consumable supplies and food products that are required for food service operation. These supplies and food products shall remain the property of the contractor. The vendor shall provide kitchen cleaning supplies for the kitchen area.
- b) Be responsible for routine cleaning and housekeeping of food service preparation, service, and storage area and will, on a continuing basis, maintain standards of sanitation required by state or local regulations. The County will be responsible for removal of trash and garbage.
- c) Inspections of kitchen facilities by County and State health agencies must achieve satisfactory ratings.

2. Licenses, Fees, Taxes

- a) Secure and pay all federal, state and local licenses, permits, and fees required for the operation of the food services provide hereunder. During the period of this agreement, if it is deemed by taxing authorities that all, or a portion of the services provided hereunder are to be subject to a sales or similar tax which has not been collected by the vendor, the County agrees to pay such tax. Vendor will be required to obtain a City Health Permit.

3. Billing process / Record keeping
 - a) Vendor shall submit to the County on the first day of each month, covering the preceding month, an invoice for meals ordered or served whichever is greater. The price per meal charged to the County shall be described in the proposal and shall be guaranteed for meals for (1) one year
 - b) Access and Records - The vendor shall keep full and accurate records of sales and meal count records in connection with the food services. A copy of said record shall be supplied to the Sheriff or designee on a monthly basis on the first working day of the subsequent month. In addition, all such records shall be available for auditing by the County at any time during regular working hours.
4. Return facility in good working order
 - a) The Vendor shall return to the County at the expiration of this contract the food service premises and all equipment furnished by the County in the condition in which received except for ordinary wear and tear and except to the extent that said premises and equipment may have been lost or damaged by fire, flood, or unavoidable occurrence and except to the extent that said equipment may have been stolen by persons other than employees of the vendor without negligence on the part of the vendor or its employees and providing that all damages and losses are reported to the County for all items covered by this paragraph. The County will pay for needed repairs caused by normal wear and tear. The County will replace equipment, which in the opinion of the County has exceeded its useful life after consultation with the vendor.
5. Additional food service requirements
 - a) The vendor agrees to provide any additional food services as mutually agreed upon at prices mutually agreed to the County and the vendor.
6. Participation in Client-required security training
 - a) Note any mandatory requirements
7. Uniforms for Vendor staff
 - a) Vendor shall provide professional, neat uniforms with a style and color that distinguish the vendor's paid staff from the inmates and corrections officers.
8. Daily Processing of Complaints

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

 - a) Trained food service personnel shall act upon all complaints.
 - b) The Food Service Director shall be responsible for resolving inmate or staff grievances.

C. *Menu Specifications*

1. All proposals must clearly define:
 - a) Proposed Menu(s), therefore, all vendors must submit, with their proposal, a SAMPLE regular menu detailing at least fourteen (14) days of non-repetitive meals.
 - b) A weekly Summary Report of the Nutritional analysis (May be appendix or disc copy - MSWord preferred). Vendor must also keep the full Nutritional Analysis on file – on site for County review.
 - c) Registered dietitian certification of both the menu and nutritional analysis
 - d) Summary of specifications that will be adhered to for all food products.
 - e) All proposals must meet or exceed existing quality of food service being provided in the jail as detailed in Scope of Work

2. Inmate Cycle Menu

a) Menu Cycle

- (1) Each Vendor shall submit a 2 week cycle menu.
- (2) Each week will include 21 meals and comply with ACA standards. Must provide two (2) hot meal each day.
- (3) No proposal will be considered that doesn't provide the menu upon which the cost of service is calculated together with the "cost per meal" . Sample menus that may not be served after the contract is awarded will not be allowed.

b) Menu Description Requirements

- (1) Menus submitted in the proposal must include clearly defined descriptions of food items.
- (2) All menu items must be listed in "as served" portions which clearly indicated weight or volume measurements (e.g. ½ c, 1/48 cut portion, 3 oz, wt., etc.). This Meal Plan shall include specific portion sizes (indicating cooked or raw weight when appropriate), caloric content and seasonal variations due to holidays such as Christmas or Thanksgiving.
- (3) Entrée items including casseroles must include cooked weight measurements of meat or meat equivalent per portion.
- (4) Appropriate condiments to be served must be included.

c) Balanced Menu Planning Requirements

- (1) The menu shall be planned with products and recipes with proven inmate acceptability. The vendor shall include in the proposal a method to monitor inmate preferences and to make acceptability adjustments. A sample meal quality-assurance assessment form shall be submitted.
- (2) A variety of food flavors, textures, temperatures, and appearances shall be used.
- (3) Fruit and vegetable requirements:
 - (a) To assure a minimum level of menu quality, at least five 1/2-cup fruit components and vegetable equivalents are required each day on the menu. A minimum daily variety of four different fruits and vegetables shall be used to meet the requirement. As specified by the Food Buying Guide.
- (4) Avoid excessive fat calories :
 - (a) To avoid excessive fat calories, and provide more stomach filling bulk on the menu, portions for margarine, butter, salad dressing, and mayonnaise shall be restricted on the menu. A maximum of 1/2 oz shall be used as a margarine or salad dressing portion. Sandwich meals shall include appropriate mustard and catsup condiments, not unnecessary margarine.

d) Nutritional requirements

- (1) Menus will provide an average of **2700 calories per day** in addition to all required nutrients. There shall be no variance in the number of calories.

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

- (a) Meals shall have a minimum average of 135 grams of protein per day.

- (b) Inmates shall be provided one-half (1/2) pint of fresh, two percent (2%) milk each day with breakfast and offered at both lunch and dinners. Powdered milk will not be served in lieu of fresh milk.
- (2) Nutritional Analysis – tied to actual recipes & products proposed
 - (a) A weekly Summary Report of the nutritional analysis of the menu with a weekly summary indicating the percentage of compliance to the highest RDA values for the population shall be submitted with the proposal.
 - (b) Each item on the menu shall have specific nutritional values based on recipes that will be used in the facility. For example, the specific calories, protein, fat, sodium, calcium, iron, and vitamins in the recipe that will be used for Beef, Macaroni, and Tomatoes and all other meal items shall be separately identified on the computer analysis.
- (3) Menu & analysis certified by Licensed & Registered Dietician.
 - (a) A Licensed and Registered Dietitian (in the State of Texas) shall certify the inmate menu in the proposal with a signed nutritional compliance statement for the age and sex of the population. A copy of the dietitian’s ADA registration card shall be submitted with the proposal as well as a copy of the License and Registration Certificate (State of Texas). A copy of these menus shall be on file in the office of the Chief Deputy for County Jails/Detention. All meals served must be from the dietitian’s pre-approved menus. Failure to do so shall result in the rejection of the proposals.
 - (b) A Licensed and Registered Dietitian will approve all menus prior to service and annually thereafter. All meals served will be in compliance with the most recently published Recommended Dietary Allowances and Dietary Reference Intakes for adult males as established by the National Academy of Sciences for Nutritional and caloric content, as established and also comply with all applicable and State of Texas laws .

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

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

- (4) Percent of calories as fat (optional)

NOTE TO RFP WRITER (S): The purpose of adding this as a requirement is to move toward one of the nationally recognized public nutrition goals of reducing the amount of calories from fat in the American diet to about 30% of calories. The ‘typical’ American diet is about 35% of calories as fat. Lower fat menus that keep calories the same usually are more costly.

 - (a) A maximum average of (30 %, 35%)* of calories as fat is required, as demonstrated by the nutritional analysis.
- e) Meal Pattern Requirements (optional)

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

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

Breakfast Pattern Options

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

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

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

Lunch and Dinner Pattern Options

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

CURRENT TRAYS WILL ACCOMMODATE AT LEAST 4 SLOTS

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

- f) Types of Meat Requirements (optional)

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

- (1) **Pork and pork-derived products are not allowed on any menu in this facility.**
- (2) An average of 6 ounces cooked weight meat or meat equivalent (Cheese, eggs, or peanut butter only) are to be provided daily.
- (3) Whole muscle meat items (such as chicken quarters) must be served at least 1 times in the menu cycle.
- (4) Ground meat items like taco filling, meat sauce for spaghetti, etc. should be made with ground beef. **All ground beef will be 80/20 or less to reduce the saturated fats in menu.**
- (5) The use of granular soy as a meat replacement or enhancement is not allowed. However, soy use for the sole purpose as a binding agent only for ie: formed patties or chicken fitters to keep its' shape, will be considered.

END OF EXAMPLE

Required:

- 3) Court Sack Meals
 - a) For approximately 50-150 inmates five days per week sack meals for court are to be provided. These meals are in place of regular inmate meals.
 - b) Court sack meals are to consist of:
 - Two sandwiches made with: 4 slices bread and 3-oz. luncheon meat and/or cheese**
 - 2 p.c. condiments**
 - Fruit component**
 - Chips in bag**
 - Bulk beverage drink (Kook-Aid, Gatorade or equal) Food Service contractor will provide two (2) each, five (5) gallon containers for drinks, along with drink cups. Food Service Contractor shall prepare the drink in bulk and place into the five (5) gallon containers for pick-up by the Work Release Officer Staff along with the sack lunches. Empty five (5) gallon containers will be returned to the Corrections Center at the next day pick-up by Work Release Officer Staff.**
 - c) Work Release Officer Staff will advise the food service contractor by no later than 6:00 a.m. each day, via facsimile or hand delivered memo list of the number of sack lunches required for the day.
Note: Several extra lunches may be ordered each day.
 - d) The sack lunches will be picked up at either the Carrizales –Rucker Detention Facility or Detention Center # 2 from 7:00 a.m. to 8:30 a.m.

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

- 4) For approximately 32 inmates, five days per week sack meals are to be provided. This number may vary from day to day depending on the number of participants entering and leaving the program. The number range of participants are from 46 maximum to 26 minimum. These meals are in place of regular inmate meals.
 - d) Work Release sack meals are to consist of:
 - Two sandwiches made with: 4 slices bread and 3-oz. luncheon meats and/or cheese**
 - 2 p.c. condiments**
 - Fruit component**
 - Chips in bag**
 - Dessert Item**
 - all items above shall be placed in a paper bag, along with the other lunch components.**
 - Bulk beverage drink (Kook-Aid, Gatorade or equal) Food Service contractor will provide two (2) each, five (5) gallon containers for drinks, along with drink cups. Food Service Contractor shall prepare the drink in bulk and place into the five (5) gallon containers for pick-up by the Work Release Officer Staff along with the sack lunches. Empty five (5) gallon containers will be returned to the Corrections Center at the next day pick-up by Work Release Officer Staff.**
 - e) Sack meals are to be billed at regular inmate rates.
 - f) Work Release Officer Staff will advise the food service contractor by no later than 6:00 a.m. each day, via facsimile or hand delivered memo list of the number of sack lunches required for the day.

Note: Several extra lunches may be ordered each day.
 - g) The sack lunches will be picked up at either the Carrizales –Rucker Detention Facility or Detention Center # 2 from 7:00 a.m. to 8:30 a.m..
- 5) Medical, Religious and Ethnically acceptable Diets
 - a) The vendor shall provide, at no additional cost, religious and medical diets conforming to special religious or physician-ordered specifications. Meal plans for inmates on these special, modified, and medical diets (2,800 cal. ADA, bland, low fat / low cholesterol, etc.) shall also be submitted. There shall be approximately 250 special diets per meal. These include a fourth meal or snack for medical requirements.

Special diets as ordered by appropriate Medical Staff and meeting the Recommended Dietary Daily Allowances shall be available as needed.

In-between meal snacks as ordered by Medical – Fruit component

Night-time snacks as ordered by Medical – Cheese and crackers, Boiled egg, Fresh fruit component or Protein Snack.
 - b) Average number and type
 - (1) The average daily number of inmates receiving medical or religious diets has been approximately 250 including an average of 50 night snack meals to inmates for medically approved diets.

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

- 8) Documentation of meals served
 - a) Served Menu records -Substitution policy
 - (1) Documentation of all meals served including substitutions shall be maintained. A plan for assuring nutritional compliance with substitutions shall be provided in the proposal.
 - (2) The vendor shall outline procedures used to assure all meals will be served at 140 degrees Farenheit for hot meals and 40 degrees Farenheit for cold meals - temperatures and in a manner, that makes them palatable, neat, and visibly pleasing and must follow T.D.H. requirements.
 - b) Standardized recipes
 - (1) Standardized recipes with portion yield data for all items shall be available and utilized.

D. Staff Requirements

- 1) Staffing plan to provide adequate resources to meet objectives
 - a) From the time the contract is awarded, the successful vendor shall assign an on-site Food Service Director to work with Cameron County for the duration of the contract.
 - b) Assign a minimum of **12** employees (**as determined by Cameron County**) per shift to oversee and supervise all aspects of the food service operation.
 - c) Proposals shall include a proposed staffing plan detailing the number of employees the vendor will use on each shift at each kitchen.
 - d) Inmates will be provided, as the vendor requires, subject to the approval of the Sheriff.
 - e) The vendor will provide an organizational chart and job descriptions for all professional and inmate staff with their proposal including number of inmates required per shift. Inmate personnel shall be used for the preparation of food, delivery of meals, and general sanitation and cleaning.
 - f) The vendor agrees to train and supervise inmate personnel, subject to the overall control of the County.
 - g) The vendor is responsible for all wages, salary benefits, and overtime payments to its staff.
 - h) Vendor will provide for their employees, as a part of this contract, food handler's gloves, plastic aprons, hairnets, caps, and any other food service related clothing items necessary to meet jail or health standard requirements.
- 2) Credentials of vendor staff
 - a) The vendor shall submit the resume of the District Manager as a part of its proposal.
 - b) The vendor will include a description of the qualifications of the Food Service Director they plan to place in facilities. The Food Service Director must be **Serv Safe Certified** and a copy of the Certification must be provided to the County prior to start-up. The Food Service Manager must be trained, experienced and knowledgeable of food services in a jail facility. This Director shall be subject to review by the Chief Deputy for County Jails / Detention. Resumes, including correctional experience, are to be included with proposals. Interviews with proposed managers may be required by Cameron County prior to award.
 - c) In the event a Food Service Director is absent because of illness, vacation, or any other reason, an acceptable alternative shall be submitted as a replacement. Resumes of the replacements must also be furnished with this proposal.

- d) The vendor shall require that all staff shall have a Food Handler's Certificate from the Cameron County Health Dept. and provide proof of such to the County. All cost of obtaining such certificates shall be borne by the vendor.
- 3) Employee related processes
- a) Health exams
Vendor will agree that its employees assigned to duty at the jail shall submit to periodic health examination at least as frequently and as stringently as required by law and agrees to submit satisfactory evidence of compliance with all health regulations to the County, upon request. Vendors must provide proof and ensure that all employees have received all necessary inoculations / vaccines as determined by the Health Department and the County Health Dept. Director and Jail Infirmary Director.
 - b) Clearance requirements
 - 1) All employees of the contracting firm who will work in the jail must be trained, honest, reliable, and cleared by the Sheriff's Dept. as well as provide any supporting documentation required by the Sheriff's Office. All employees must comply with the Department's written policy and procedures relating to facility security.
 - 2) Vendor must provide proof that employees have successfully passed a pre-employment drug and alcohol screening prior to working in the jail in order to prevent the possibility of drug contraband being carried into the jail by kitchen employees, and conform to existing Cameron County drug test policies.
 - 3) Cameron County reserves the right to run a Criminal History - background check on vendor employees.
 - 4) The County shall retain the right to deny entry to any and all employees of the vendor.
- 4) Supervision & training of inmates
- a) If the proposal is to use inmates, the vendor shall provide training in food service delivery and management. The proposal shall outline what this training will entail as part of the vendor's overall vocational training program. The vendor shall supervise the inmates.
 - b) Inmates are not permitted to supervise other inmates.
- 5) Supervision & training of paid staff

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

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

6) Responsibilities of Contractor's staff

All proposals must clearly detail the proposed use of inmates as part of the vendor's food service proposal. Included in this section shall be detailed explanation of method of supervision and job descriptions.

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

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

1) Commodities

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

Copies of invoices and the current inventory will be made available by the current County Jails / Detention Food Services Director.

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

F. Audits

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

G. Disaster Plan

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

IX. CONTRACT

A. Contract Term:

Successful vendor will be awarded an initial contract, effective from the date of execution of Contract through March 31, 2015, in order to coincide with Cameron County's fiscal year. **Prices must remain firm for the entire contract.** Cameron County will consider price re-determination as discussed on Page 4.

Upon acceptance of a proposal by Cameron County Commissioners Court and issuance of a Contract and a Purchase Order by the County, the successful proposer shall be obligated to deliver the stated services in accordance with these specifications. The initial contract period shall commence from date of award, and continue through March 31, 2015 to coincide with the County's fiscal year. Cameron County reserves the right to exercise an option to renew the contract of the vendor for two (2) additional one (1) year periods, provided such option is stipulated in the Special Conditions and agreed upon by both parties.

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

B. Contract Review:

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

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

C. Renewal Options:

Cameron County reserves the right to exercise an option to renew the contract of the vendor for two (2) additional one (1) year periods, provided such option is stipulated in the Special Conditions Section and agreed upon by both parties. If the County exercises the right in writing, the Proposer shall update and submit any legal documents required during the initial solicitation by no later than thirty (30) calendar days prior to the commencement of the option period. These documents, if applicable, will be specified in the Special Conditions and include, but are not limited to, Insurance Certificates and Performance Bonds and must be in force for the full period of the option. If the updated documents are not submitted by the Proposer in complete form within the time specified, the County will rescind its option and seek a new Proposal solicitation.

D. Continuity of Service:

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

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

X. TERMINATION OF CONTRACT

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

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

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

- D. The County reserves the absolute right to terminate this contract without cause in whole or in part, for the convenience of the County at its sole discretion on thirty (30) days written notice to the vendor.**
- E. Lack of Funds: Notwithstanding any other provisions of the contract, if the funds anticipated for the continued fulfillment of this contract are at any time not forthcoming, through the failure of the County government to appropriate funds, discontinuance or material alteration of the program under which funds were provided, Cameron County shall have the right to terminate the contract without penalty by giving not less than sixty (60) days written notice documenting the lack of funding.**

XI. RESPONSIBILITY OF CAMERON COUNTY

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

vendor accountable for all equipment, if it is determined - by the repair company, that the equipment was mishandled or improperly used.

- 13) Insulated trays should be used. County will make sure that an adequate supply of trays shall be on hand at the beginning of the contract and an inventory shall be performed by the County and provided to the vendor. Vendors will replace trays that are stolen or lost. If the population increases by a significant amount, Cameron County will purchase all extra trays as required.
- 14) Cameron County will maintain and repair the building structure and provide adequate security of all food service areas at all times during food service operations.
- 15) Cameron County will provide clean uniforms for inmate help.
- 16) All kitchen equipment, appliances, serving and cooking utensils, pots, pans, individual insulated serving trays, and eating utensils.
- 17) Utility services, including all costs for connection and reconnection.
- 18) Cameron County shall provide maintenance and use of electricity, gas, water, sewer, local telephone, grease traps, and garbage pick-up services and containers.
- 19) Pest control for all areas assigned to vendor.

XII. COST SUMMARY

Cameron County's **current Cost per Meal is ninety- eight and nine tenths (.989) cents** (w/o labor price).

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

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

PRICING OPTION 1

ATTACHMENT A

CAMERON COUNTY INMATE FEEDING COST SUMMARY

INMATE MEALS

**W/O COUNTY
JAIL STAFF ASSISTANCE**

**WITH COUNTY
JAIL STAFF ASSISTANCE
(UP TO 35 INDIVIDUALS)**

COST PER MEAL _____

STAFF MEALS

COST PER MEAL _____

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

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

PRICING OPTION 2 - (SLIDING SCALE)
ATTACHMENT B
CAMERON COUNTY INMATE FEEDING COST SUMMARY

INMATE MEALS

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

	<u>WITHOUT COUNTY JAIL STAFF ASSISTANCE</u>	<u>WITH COUNTY JAIL STAFF ASSISTANCE (UP TO 35 INDIVIDUALS)</u>
	<u>COST PER MEAL</u>	<u>COST PER MEAL</u>
1 TO 500	_____	_____
501 TO 600	_____	_____
601 TO 700	_____	_____
701 TO 800	_____	_____
801 TO 900	_____	_____
901 TO 1,000	_____	_____
1,001 TO 1,100	_____	_____
1,101 TO 1,200	_____	_____
1,201 TO 1,300	_____	_____
1,301 TO 1,400	_____	_____
1,401 TO 1,500	_____	_____
1,501 TO 1,600	_____	_____
1,601 TO 1,700	_____	_____

STAFF MEALS

<u>COST PER MEAL</u>	<u>COST PER MEAL</u>
_____	_____

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

ATTACHMENT C

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

Bidding under the name of: _____

Federal Employee Identification Number _____

which is (Check one of the following):

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

Partnership, consisting of (List Partners) _____

Assumed Name (Register No.) _____

Individual

AUTHORIZED SIGNATURE: _____

Printed or typed: _____

TITLE: _____

ADDRESS: _____

DATE: _____

TELEPHONE: _____

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

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

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

ATTACHMENT D

REFERENCES

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

THIS FORM MUST BE RETURNED WITH YOUR RFP/RFQ.

REFERENCE ONE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ e-mail address _____

Contract Period: _____ Scope of Work _____

REFERENCE TWO

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ e-mail address _____

Contract Period: _____ Scope of Work _____

REFERENCE THREE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ e-mail address _____

Contract Period: _____ Scope of Work _____

ATTACHMENT D
REFERENCES (CONTINUED)

REFERENCE FOUR

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ e-mail address _____

Contract Period: _____ Scope of Work _____

REFERENCE FIVE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ e-mail address _____

Contract Period: _____ Scope of Work _____

ATTACHMENT E

STATE OF TEXAS
COUNTY OF CAMERON

AFFIDAVIT

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

BEFORE ME, the undersigned authority, A Notary Public in and for the State of _____, on this day personally appeared

_____ who, after having first been duly sworn, upon oath did depose and say;

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

Name and Address of Proposer :

Telephone number _____

Fax number _____

Signature
Name: _____

Title: _____

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

Notary Public in and for County _____ State _____

ATTACHMENT F

RESIDENCE CERTIFICATION

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

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

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

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

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

(City and State)

Attachment G

**CAMERON COUNTY EXPRESSLY REQUESTS THAT BIDDERS / PROPOSERS NOT DISCUSS THIS ENGAGEMENT OR THIS BIDDER'S / PROPOSER'S PLANS, EXPERIENCE OR CREDENTIALS WITH OTHER BIDDERS / PROPOSERS OR ANY MEMBER OF COMMISSIONERS' COURT, ANY COUNTY OFFICIAL, OR ANY EVALUATION COMMITTEE MEMBER APPOINTED BY COMMISSIONERS COURT. EXCLUDED ARE PRE-BID OR PRE-PROPOSAL CONFERENCES, EVALUATION COMMITTEE SCHEDULED VENDOR PRESENTATIONS OR VENDOR INTERVIEWS, OR EVALUATION COMMITTEE SCHEDULED EQUIPMENT OR SERVICES DEMONSTRATIONS. YOU MAY CONTACT THE PURCHASING AGENT /PURCHASING DEPARTMENT AT ANY TIME.
FROM BID OPENING DATE THROUGH COMMISSIONERS COURT MEETING FOR SELECTION, VENDORS WILL NOT APPROACH THE COUNTY JUDGE OR COMMISSIONERS TO DISCUSS MATTERS PERTAINING TO THIS BID.**

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

02. Has any individual with the firm submitting this Proposal/Bid/Response made any contact with any other Bidder or Proposer concerning this Invitation to Bid/RFP/RFQ?

Signature of person submitting this Bid

Date

THIS FORM MUST BE RETURNED WITH YOUR RFP

Attachment H

ORDER NO. 2007O2005

THE STATE OF TEXAS §
 §
COUNTY OF CAMERON §

**ORDER ADOPTING CONTRACTING RULES
FOR PERSONS INDEBTED TO COUNTY**

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

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

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

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

ADOPTED this 13 day of March, 2007.

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

Cameron County Acct #'s : Real Estate _____ Personal Property _____

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

Signature of person submitting this Bid

Date

THIS FORM MUST BE RETURNED WITH YOUR RFP

Attachment I

Certification Regarding Debarment, Suspension Ineligibility

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

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

Signature: _____

Print Name: _____

Title: _____

Telephone Number: _____

Date: _____

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

THIS FORM MUST BE RETURNED WITH YOUR RFP

Attachment I (page 2)

SWORN STATEMENT ON DEBARMENT

This SWORN statement is submitted with project number _____

By: _____
(PRINT INDIVIDUALS NAME AND TITLE)

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

whose business address is:

CITY STATE ZIP VOICE PHONE

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

(INDICATE WHICH STATEMENT APPLIES)

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

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

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

AUTHORIZED SIGNATURE

(Printed Name) (Title)

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

Personally known _____ OR Produced identification _____
SHOW TYPE OF IDENTIFICATION

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

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

Attachment J

CONFLICT OF INTEREST QUESTIONNAIRE

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

For vendor or other person doing business with local governmental entity

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

By law this questionnaire must be filed with the records administrator (County Clerk's Office) of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

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

1. **Name of person doing business with local governmental entity.**

OFFICE USE ONLY Date Received:

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 September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3. **Describe each affiliation or business relationship with an employee or contractor of the local governmental entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money .**

4. **Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.**

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor or other person doing business with local governmental entity

5. **Name of local government officer with whom filer has affiliation or business relationship. (Complete this section only if the answer to A, B, or C is YES.)**

This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or business relationship. Attach additional pages to this Form CIQ as necessary.

- A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire?

Yes No

- B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local governmental entity?

Yes No

- C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes No

- D. Describe each affiliation or business relationship.

6. **Describe any other affiliation or business relationship that might cause a conflict of interest.**

7. Does any individual with the firm submitting BID, RFP, RFQ have any business relationship with any County Official or County employee within the third degree of Consanguinity kinship or the second degree of Affinity kinship? (see attached Nepotism Chart)

Signature of person doing business with the governmental entity

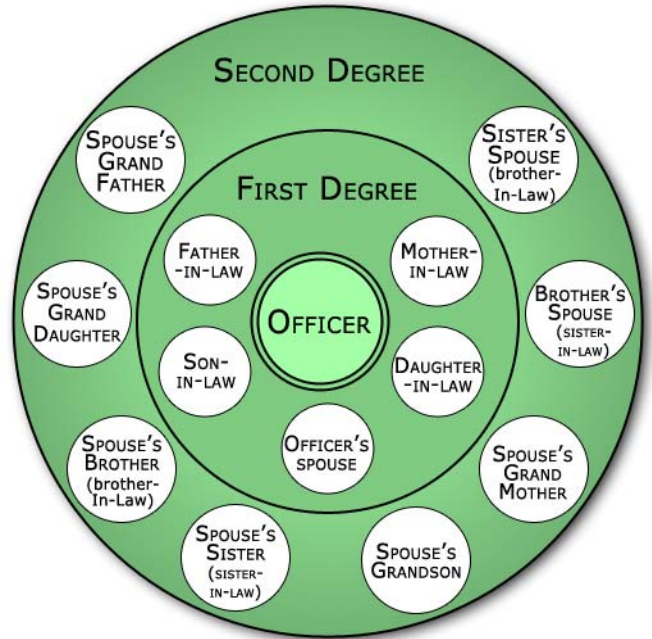
Date

NEPOTISM CHART

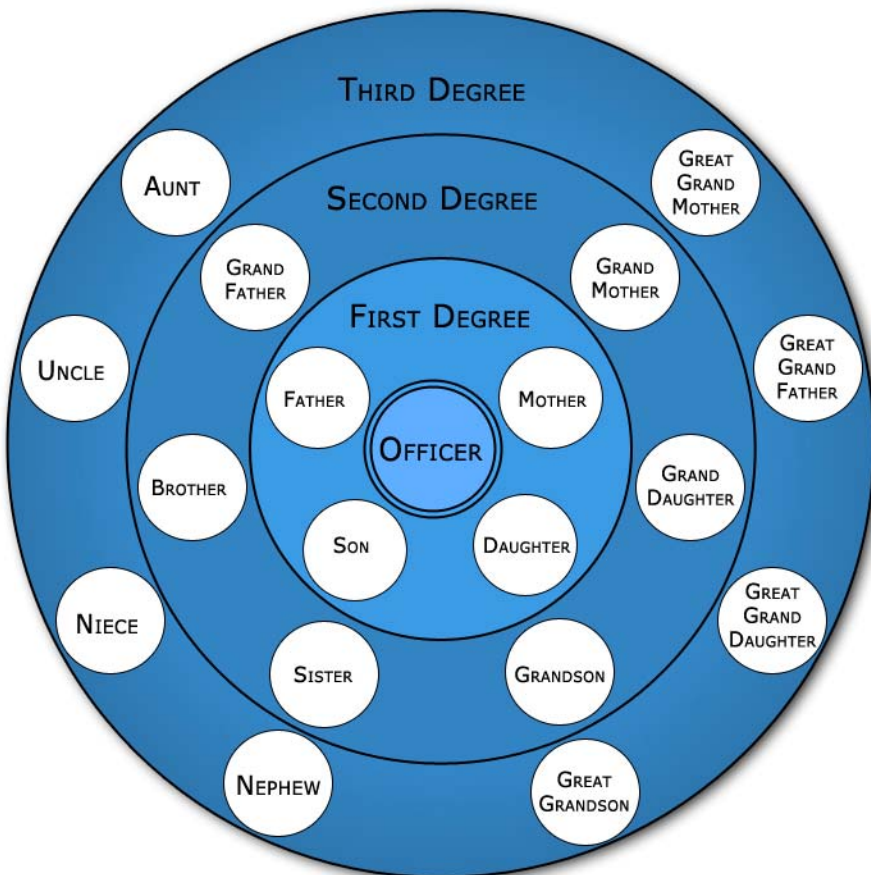
The chart below shows

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

AFFINITY KINSHIP Relationship by Marriage



CONSANGUINITY KINSHIP Relationship by Blood



Attachment K

DISCLOSURE OF INTERESTS

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

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

Date _____

FIRM NAME: _____

ADDRESS: _____

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

DISCLOSURE QUESTIONS

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

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

DISCLOSURE OF INTERESTS (CONTINUED)

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

Name	Title	Department

CERTIFICATE

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

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

Signature of Certifying Person: _____ Date: _____

TERMS AND CONDITIONS

ADDENDA: When specifications are revised, the Cameron County Purchasing Department will issue an addendum addressing the nature of the change. Offerors must sign and include it in the returned RFP/RFQ package.

ADVERTISING: Seller shall not advertise or publish, without Buyer's Prior consent, the fact that Buyer has entered into this contract, except to the extent necessary to comply with proper request for information from an authorized representative of the federal, state or local government.

AWARD: Cameron County may hold all Rfp/Rfq's for a period of sixty (60) days. Cameron County reserves the right to delete any item it considers too expensive. Rfp/Rfq prices are to be F.O.B. Cameron County. All discounts will be considered in determining the lowest, responsible Proposer. Cameron County reserves the right to award this contract on the basis of EVALUATION CRITERIA (AS STATED IN RFP/RFQ) 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 Rfp/Rfq's.

BONDS: If this Rfp/Rfq requires submission of Rfp/Rfq guarantee and performance bond, there will be a separate page explaining those requirements. Rfp/Rfq's submitted without the required RFP/RFQ bond or cashier's check are not acceptable.

CANCELLATION AND TERMINATION: Buyer shall have the right to cancel for default all or any part of the undelivered portion of this order if Seller breaches any of the terms hereof, including warranties of Seller or if the Seller becomes insolvent or commits acts of bankruptcy. Such right of cancellation is in addition to, and not in lieu of, any other remedies which Buyer may have in law or equity.

TERMINATION: The performance of work under this order may be terminated in whole, or in part, by the Buyer in accordance with this provision. Termination of work hereunder shall be effected by the delivery to the Seller of a "Notice of Termination" specifying the extent to which performance of work under the order is terminated and the date upon which such termination becomes effective. Such right of termination is in addition to, and not in lieu of, rights of Buyer set forth. Cameron County reserves the right to terminate the contract for default if offeror 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 Cameron 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 Cameron County's satisfaction and/or to meet all other obligations and requirements. Cameron County may terminate the contract without cause upon thirty (30) days written notice.

CONTRACT RENEWALS: Renewals may be made ONLY by written agreement between Cameron County and the offeror. Any price escalations are limited to those stated by the offeror in the original RFP/RFQ. Annual RFP/RFQ renewal – Price Increases: All Annual RFP/RFQ's with a one (1) year renewal option requires that the awarded Proposer must notify Cameron County of any anticipated price increases to the current Annual RFP/RFQ (in writing) at least two months prior to the annual renewal award date unless otherwise specified within the specific provisions of the RFP/RFQ. This allows the County sufficient time to plan for re-Proposing due to a vendor required price increase. If Vendor fails to notify the County it shall be assumed that there will be no price increase for the following year's award period if renewed. This procedure does not apply to any Annual RFP/RFQ's which allow for Open Market Price increases or Cost allowance increases during the RFP/RFQ award period (as so specified in the RFP/RFQ documents).

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

DISQUALIFICATION OF OFFEROR: Upon signing this RFP/RFQ document, an offeror offering to sell supplies, materials, services, or equipment to Cameron County certifies that the offeror has not violated the antitrust laws of this state codified in Texas Business and Commerce Code §15.01, et seq., as amended, or the federal antitrust laws, and has not communicated directly or indirectly the RFP/RFQ made to any competitor or any other person engaged in such line of business. Any or all RFP/RFQ's may be rejected if the County believes that collusion exists among the offerors. RFP/RFQs in which the prices are obviously unbalanced may be rejected. If multiples are submitted by an offeror and after the RFP/RFQ's are opened, one of the RFP/RFQ's are withdrawn, the result will be that all of the RFP/RFQs submitted by that offeror will be withdrawn; however, nothing herein prohibits a vendor from submitting multiples for different products or services.

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

PROTEST PROCEDURES: Procedure - This protest procedure is available to vendors responding to this RFP requesting a debriefing conference. Debriefing Conference – A debriefing conference must be requested in writing to the Purchasing Department within five (5) business days from the date of the RFP/RFQ award by the Cameron County Commissioners' Court.

Protests are made - 1. To the Purchasing Department after the debriefing conference. Vendor protests shall be received, in writing, by the Purchasing Department within five (5) business days after the vendor debriefing conference. 2. To County Auditor only after protesting first to the Purchasing Department and its resolution

is not satisfactory to the protesting party. Protests to County Auditor shall be received, in writing, within five (5) business days after the vendor has received notification of a decision on the protest from the Purchasing Department. 3. To the Commissioners Court, only after the protest to the County Auditor and Purchasing Department was not resolved satisfactory to the protestor. Protests to the Commissioners Court shall be made within five (5) business days after the vendor has received notification of the County Auditor's decision.

Grounds for protest – 1. Errors were made in computing the score. 2. The County failed to follow procedures established in the RFP, the Purchasing policy: Acquisition or applicable state or federal laws or regulations. 3. Bias, discrimination or conflict of interest on the part of an evaluator. Protests not based on these criteria shall not be considered.

Format and Content - Protesting vendors shall include, in their written protest to the Cameron County Purchasing Department, all facts and arguments upon which they rely. Vendors shall, at a minimum, provide: 1. Information about the protesting vendor; name of firm, mailing address, phone number and name of individual responsible for submission of the protest. 2. Information about the acquisition and the acquisition method. 3. Specific and complete statement of the County's action(s) protested. 4. Specific reference to the grounds for the protest. 5. Description of the relief or corrective action requested. 6. For protests to County Auditor or the Commissioners Court, a copy of the Purchasing Department's written decision on the protest.

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

County Auditor Review Process - 1. The vendor may protest to County Auditor in writing within five business days after the vendor has received notification of the agency decision. 2. County Auditor shall consider all the available facts and issue a decision in writing within five business days after receipt of the protest, unless more time is needed. The protesting vendor shall be notified if additional time is necessary. The County Auditor's decision constitutes the final step of the protest process, except protests which may be reviewed by the Commissioner's Court. County Auditor may choose to convene a Protest Review Board (Board). The Board shall be advisory to the County Auditor and its scope of review shall be limited to procedural issues raised by the protesting vendor.

Final Determination - The final determination shall 1. Find the protest lacking in merit and uphold the agency's action; or 2. Find only technical or harmless errors in the agency's acquisition process conduct, determine the agency to be in substantial compliance, and reject the protest; or 3. Find merit in the protest and provide the agency options which may include a) Correct its errors and reevaluate all proposals, and/or b) Reissue the vendor solicitation document; or c) Make other findings and determine other courses of action as appropriate.

Commissioners Court Review Process - Protests to the Commissioners Court may be made only for Commissioners Court approved acquisitions, and only after review by County Auditor. Protests of the decisions of County Auditor shall be made by letter to the County Judge, Commissioners Court, who may establish procedures to resolve the protest. Protests shall be received by the County Judge, Commissioners Court, within five business days after the decision of County Auditor in order to be considered. The resulting decision is final, with no further administrative appeal available.

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

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

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

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

MATERIAL SAFETY DATA SHEETS: Under the "Hazardous Communication Act", commonly known as the "Texas Right To Know Act", 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 RFP/RFQ applying thereto.

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

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

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

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

FLOPPY DISK: If offeror obtained the RFP/RFQ specifications on a floppy disk in order to prepare a response, **the RFP/RFQ must be submitted in hard copy** according to the instructions contained in this RFP/RFQ package. If, in its RFP/RFQ response, offeror makes any changes whatsoever to the County’s published RFP/RFQ specifications, the County’s RFP/RFQ specifications **as published** shall control. Furthermore, if an alteration of any kind to the County’s published RFP/RFQ specifications is only discovered after the contract is executed and is or is not being performed, the contract is subject to immediate cancellation.

SILENCE OF SPECIFICATIONS: The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial 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 RFP/RFQ. **Substitute items will not be accepted unless approved (in advance).**

SUPPLEMENTAL MATERIALS: Offerors are responsible for including all pertinent product data in the returned RFP/RFQ package. Literature, brochures, data sheets, specification information, completed forms requested as part of the RFP/RFQ 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 RFP/RFQ, must also be in the returned RFP/RFQ package. Failure to include all necessary and proper supplemental materials may be cause to reject the entire RFP/RFQ.

TITLE TRANSFER: Title and Risk of Loss of goods shall not pass to Cameron Count until Cameron County actually receives and takes possession of the goods at the point or points of delivery. Receiving times may vary with the using department. Generally, deliveries may be made between 8:30 a.m. and 4:00 p.m., Monday through Friday. 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 RFP/RFQ package and/or on the Purchase Order as a “Deliver To:” address.

USAGE REPORTS: Cameron County reserves the right to request, and receive at no additional cost, up to two (2) times during the contract period, a usage report detailing the products and/or services furnished to date under a contract resulting from this ITB. The reports must be furnished no later than five (5) working days after written request and itemize all purchases to date by Cameron County department, description of each item purchased, including manufacturer, quantity of each item purchased, per unit and extended price of each item purchased, and total amount and price of all items purchased.

WARRANTY PRICE: (a) The price to be paid by the Buyer shall be that contained in Seller’s RFP/RFQ which Seller warrants to be no higher than Seller’s current prices on orders by others for products of the kind and specification covered by this agreement for similar quantities under similar or like conditions and methods of purchase. In the event Seller breaches this warranty, the prices of the items shall be reduced to the Seller’s current prices on orders by others, or in the alternative, Buyer may cancel this contract without liability to Seller for breach or Seller’s actual expense. (b) The Seller warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Seller for the purpose of securing business. For breach or violation of this warranty, the Buyer shall have the right in addition to any other right or rights to cancel this contract without liability and to deduct from the contract price, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee. Offerors shall furnish all data pertinent to warranties or guarantees which may apply to items in the RFP/RFQ. 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, Cameron 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, Cameron County may correct at the offeror’s expense.

WARRANTY PRODUCTS: Seller shall not limit or exclude any implied warranties and any attempt to do so shall render this contract voidable at the option of the Buyer. Seller warrants that the goods furnished will conform to the specifications, drawings and descriptions listed in the RFP/RFQ invitation and to the sample(s) furnished by Seller, if any. In the event of a conflict between the specifications, drawings and descriptions, the specifications shall govern.

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

YEAR 2000 COMPLIANCE: All Products and/or services furnished as part of this contract must be year 2000 compliant. This applies to all computers including hardware and software as well as all other commodities with date sensitive embedded chips.

APPLICABLE LAW

This agreement shall be governed by the Uniform Commercial Code. Wherever the term “Uniform Commercial Code” is used, it shall be construed as meaning “the Uniform Commercial Code” as adopted in the State of Texas as effective and in force on the date of this agreement.

ASSIGNMENT DELEGATION: No right or interest in this contract shall be assigned or delegation of any obligation made by Seller without the written permission of the Buyer. Any attempted assignment or delegation by Seller shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph. Any contract entered into pursuant to this request is not assignable, nor the duties thereunder, by either party, without the written consent of the other party in the contract County Judge and County Auditor.

CONTRACT OBLIGATION: Cameron County Commissioners Court must award the contract and the County Judge or other person authorized by the Cameron County must sign the contract before it becomes binding on Cameron County or the offerors. Department heads are NOT authorized to sign agreements for

Cameron County. Binding agreements shall remain in effect until all products and/or services covered by this purchase have been satisfactorily delivered and accepted.

ERRORS AND OMISSIONS: Errors and Omissions in the RFP / RFQ of any provision herein described will not be construed as to relieve the Vendor of any responsibility or obligation, requisite to the complete and satisfactory implementation, operation, and support of any and all equipment, systems or services.

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

HOLD HARMLESS AGREEMENT: Contractor, the successful offeror, shall indemnify and hold Cameron 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 RFP/RFQ, 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 RFP/RFQ. Certification of such coverage must be provided to the County upon request.

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

INTERPRETATION PAROLE EVIDENCE: This writing is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of their agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in the agreement. Acceptance or acquiescence in a course of performance rendered under this agreement shall not be relevant to determine the meaning of this agreement, even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in this agreement, the definition contained in the Code is to Control.

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

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

RIGHT TO ASSURANCE: Whenever one (1) party to this contract in good faith has reason to question the other party's intent to perform, he/she may demand that the other party give written assurance of their intent to perform. In the event that a demand is made, and no assurance is given within five (5) days the demanding party may treat this failure as an anticipatory repudiation of the contract.

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

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

WAIVER OF SUBROGATION: Offeror and offeror's insurance carrier waive any and all rights whatsoever with regard to subrogation against Cameron County as an indirect party to any suit arising out of personal or property damages resulting from offeror's performance under this agreement. No claim or right arising out of a breach of this contract can be discharged in whole, or in part, by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing, signed by the aggrieved.

EXHIBIT A

ESTIMATED AVERAGE DAILY MEALS REQUIRED

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

Officers count for all three meals

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

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

EXHIBIT B
CURRENT MENU

SEE (ATTACHMENT 1 PG. 1 – 2)