



## Orange County Purchasing Department

714 Polk Street Orange, TX 77630  
Phone 409-882-7902 Fax 409-670-4170

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### NOTICE TO PROPOSERS

Orange County Commissioners' Court will accept sealed competitive proposals at the Orange County Purchasing Agent's Office located at 714 Polk Street, Orange, Texas until 2:00 p.m., CST, Tuesday, May 18, 2021, on the following requirements:

<b>PROPOSAL NAME:</b>	<b>FOOD SERVICE FOR ORANGE COUNTY CORRECTIONAL FACILITY</b>
<b>PROPOSAL NO:</b>	<b>RFP-21002</b>
<b>DUE DATE/TIME:</b>	<b>2:00 PM, CST, May 18, 2021</b>
<b>MAIL OR DELIVER TO:</b>	<b>Orange County Purchasing Department 714 Polk Street Orange, TX 77630</b>

Proposal instructions and specifications are available at [www.co.orange.tx.us](http://www.co.orange.tx.us) or the office of the Orange County Purchasing Agent located at 714 Polk Street, Orange, Texas, 77630. Phone 409-882-7902.

Proposals will be publicly opened and only the firm name will be read aloud at the location, time and date above. Proposals shall be opened in a manner that avoids disclosure of the contents to competing offerors and maintains the confidentiality of the proposals during negotiations. Proposals will be open for the public after the award of the contract, except for trade secrets and confidential information. Proposals received after the advertised proposal time will not be accepted and will be returned unopened.

The County shall require the proposer to furnish a proposal bond in the amount of five percent (5%) of the total contract cost if the proposed cost is over \$25,000.00. The proposal bond must be executed with a surety company authorized to do business in the State of Texas

Orange County reserves the right to award this proposal by unit or by lump sum to the most qualified responsible offeror and to increase or decrease quantities as it deems necessary. Orange County also reserves the right to waive any or all formalities and/or technicalities or to reject any or all proposals if in the best interest of the County.

Orange County hereby notifies all offerors that it will affirmatively assure that minority enterprises are afforded full opportunity to submit proposals in response to this RFP, and that they will not be discriminated against on the grounds of race, color or national origin in consideration for an award.

All interested firms are invited to submit a proposal in accordance with the terms and conditions stated in this proposal.

## **Instructions to Proposers:**

### **Proposal Submission**

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<b>MAIL OR DELIVER TO:</b>	<b>Orange County Purchasing Department 714 Polk Street Orange, TX 77630</b>

Proposals will be accepted at the above address until the time and date specified herein, and immediately after will be publicly opened. All proposals shall be sealed in an envelope and **plainly marked with the Proposal Name, Proposal Number, Due Date, and the Proposer's Name and Address. Late Proposals will not be accepted and will be returned unopened to the proposer.** Offerors shall forward **an original and five (5) copies of their proposal** to the address shown above. All proposals submitted in response to this invitation shall become the property of Orange County and will be a matter of public record available for review.

**Questions and/or clarification concerning this RFP must be submitted in writing to Tim Funchess, Orange County Purchasing Agent, [tfunchess@co.orange.tx.us](mailto:tfunchess@co.orange.tx.us) or 714 Polk Street, Orange, Texas, 77630. Deadline for submission of questions and/or clarification is Thursday, May 13, 2021 at 2:00 PM, CST. Request received after the deadline will be not be responded to due to the time constraints of this Proposal process.**

**PROPOSER MUST MONITOR THE ORANGE COUNTY PURCHASING WEBSITE AT [www.co.orange.tx.us](http://www.co.orange.tx.us) TO SEE IF ADDENDA OR ADDITIONAL INSTRUCTIONS HAVE BEEN POSTED. ”**

**PROPOSER IS RESPONSIBLE FOR RETURNING ALL REQUIRED PAGES. ADDITIONALLY, FAILURE TO RETURN ALL REQUIRED FORMS COULD RESULT IN A PROPOSAL BEING DECLARED AS NON-RESPONSIVE.**

### **Preparation of Proposals**

The proposal shall be legibly printed in ink or typed. If a unit price or extension already entered is to be altered, it shall be crossed out and initialed in ink by the proposer. The Proposal shall be legally signed and shall include the complete address of the proposer. Orange County is exempt from Federal and State Sales Taxes, and such taxes shall not be included in Proposal prices.

### **Signatures**

All Proposals, notifications, claims, and statements must be signed by an individual authorized to bind the proposer. The individual signing certifies, under penalty of perjury, that he or she has the legal authorization to b

### **Rejection or Withdrawal**

Submission of additional terms, conditions or agreements with the Proposal document are grounds for deeming a Proposal non-responsive and may result in Proposal rejection. Orange County reserves the right to reject any and all Proposals and to waive any informalities and minor irregularities or defects in Proposals. Proposals may be withdrawn in person by a proposer or authorized representative, provided their identity is made known and a receipt is signed for the Proposal, but only if the withdrawal is made prior to the time set for receipt of Proposals. Proposals are an irrevocable offer and may not be withdrawn within 90 days after opening date.

### **Award**

Proposal will be awarded to the responsible, responsive proposer(s) who's Proposal, conforming to the solicitation, will be most advantageous to Orange County – price and other factors considered. Unless otherwise specified in this RFP, Orange County reserves the right to accept a Proposal in whole or in part, and to award by item or by group, whichever is deemed to be in the best interest of Orange County. Any proposer who is in default to Orange County at the time of submittal of the Proposal shall have that Proposal rejected. Orange County reserves the right to clarify any contractual terms with the concurrence of the Contractor; however, any substantial nonconformity in the offer, as determined by Orange County, shall be deemed non-responsive and the offer rejected. In evaluating Proposals, Orange County shall consider the qualifications of the proposers, and, where applicable, operating costs delivery time, maintenance requirements, and performance data, guarantees of materials and equipment. In addition, Orange County may conduct such investigation, as it deems necessary to assist in the evaluation of a Proposal and to establish the responsibility, qualifications, and financial ability of the proposers to fulfill the contract. Orange County reserves the right to award this contract on the basis of lowest and best Proposal in accordance with the laws of the State of Texas, to waive any formality or irregularity, to make awards to more than one offeror, and/or to reject any or all Proposals. In the event the lowest dollar offeror meeting specifications is not awarded a contract, Offeror may appear before the Commissioners' Court and present evidence concerning Offeror responsibility after officially notifying the Office of the Purchasing Agent of Offeror's intent to appear.

### **Contract**

A response to an RFP is an offer to contract with Orange County based upon the terms, conditions, and specifications contained in the RFP. Proposals do not become contracts unless and until they are executed by Orange County, eliminating a formal signing of a separate contract. For that reason, all of the terms and conditions of the contract are contained in the RFP, unless any of the terms and conditions is modified by an RFP Amendment, a Contract Amendment, or by mutually agreed terms and conditions in the contract documents

### **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. 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 Orange County. All charges and physical activity related to delivery, installation, removal and redelivery shall be the responsibility of the offeror.

### **Addenda and Changes to Proposal Documents**

Each addendum or change issued in relation to this RFP document will be on file in the Office of the Purchasing Agent, and will be posted on the Orange County Purchasing web site [www.orange.tx.us](http://www.orange.tx.us) as soon as possible. It shall be the proposer's responsibility to make inquiry as to change or addenda issued, and to monitor the web site. All such changes or addenda shall become part of the contract and all proposers shall be bound by such addenda.

### **Specifications**

Unless otherwise stated by the proposer, the Proposal will be considered as being in accordance with Orange County's applicable standard specifications, and any special specifications outlined in the Proposal document. References to a particular trade name, manufacturer's catalogue, or model number are made for descriptive purposes to guide the proposer in interpreting the requirements of Orange County, and should not be construed as excluding Proposals on other types of materials, equipment, and supplies. However, the proposer, if awarded a contract, will be required to furnish the particular item referred to in the specifications or description unless departure or substitution is clearly noted and described in the Proposal. Orange County reserves the right to determine if equipment/product being Proposal are an acceptable alternate. All goods shall be new and unused unless otherwise so stated in the Proposal. Any unsolicited alternate Proposal, or any changes, insertions, or omissions to the terms and conditions, specifications, or any other requirements of the Proposal, may be considered non-responsive.

### **Delivery**

Proposals shall include all charges for delivery, packing, crating, containers, etc. Proposals will be considered as being based on F.O.B. destination/delivered freight included.

### **Interpretation of Proposal and/or Contract Documents**

All inquiries shall be made within a reasonable time prior to the date and time fixed for the Proposal opening, in order that a written response in the form of an addendum, if required, can be processed before the Proposals are opened. Inquiries received that are not made in a timely fashion may or may not be considered.

### **Currency**

Prices calculated by the proposer shall be stated in U.S. dollars.

### **Pricing**

Prices shall be stated in units of quantity specified in the Proposal documents. In case of discrepancy in computing the amount of the Proposal, the unit price shall govern.

### **Notice to Proceed/Purchase Order**

The successful proposer may not commence work under this contract until authorized to do so by the Purchasing Agent.

### **Certification**

By signing the offer section of the Offer to Contract page, proposer certifies: The submission of the offer did not involve collusion or other anti-competitive practices. 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 discount, trip, favor, or service to any public servant in connection with the submitted offer. The proposer hereby certifies that the individual signing the Proposal is an authorized agent for the proposer and has the authority to bind the proposer to the contract.

### **Minority-Women Business Enterprise Participation**

It is the desire of Orange County to increase the participation of Minority (MBE) and women-owned (WBE) businesses in its contracting and procurement programs. While the County does not have any preference or set aside programs in place, it is committed to a policy of equitable participation for these firms.

### **Grant Funding**

Any contract entered into by the County that is to be paid from grant funds shall be limited to payment from the grant funding and the vendor/provider understands that the County has not set aside any County funds for the payment of obligations under a grant contract. If grant funding should become unavailable at any time for the continuation of services paid for by the grant, and further funding cannot be obtained for the contract, then the sole recourse of the provider shall be to terminate any further services under the contract and the contract shall be null and void.

### **HIPPA Compliance**

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

### **Hold Harmless Agreement**

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

Purchasing before any work begins.

### **Waiver of Subrogation**

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

### **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.

### **Recycled Materials**

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

### **Scanned or Re-Typed Response**

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

### **Electronic Data**

If offeror obtained the Proposal specifications on a disk in or web site order to prepare a response, the Proposal must be submitted in hard copy according to the instructions contained in this Proposal package. If, in its Proposal response, offeror makes any changes whatsoever to the County's published Proposal specifications; the County's Proposal specifications as published shall control. It is preferred that you enter your data on the disk, do a print and then return disk and print out. You must return a hard copy Proposal and return the disk.

### **New Millennium 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.

### **E-Mail Addresses Consent**

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

### **Potential Conflicts of Interest**

An outside consultant or contractor is prohibited from submitting a Proposal for services on an Orange County project of which the consultant or contractor was a designer or other previous contributor, or was an affiliate, subsidiary, joint venture or was in any other manner associated by ownership to any party that was a designer or other previous contributor. If such a consultant or contractor submits a prohibited Proposal, that Proposal shall be disqualified on the basis of conflict of interest, no matter when the conflict is discovered by Orange County. A conflict of interest questionnaire is included to be filled out and returned.

### **Governing Law**

This invitation to Proposal is governed by the competitive Proposal 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 Orange 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.

### **Access to Records**

In special circumstances, vendor may be required to allow duly authorized representatives of Orange County or the state and federal government access to contacts, books, documents, and records necessary to verify the nature and extent of the cost of services provided by vendor.

### **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, Orange County's interpretation shall govern.

### **Supplemental Materials**

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

### **Inspections**

Orange 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 Proposal item, where applicable, for review, or fails to satisfactorily show an ability to perform; the County can reject the Proposal as inadequate.

### **Testing**

Orange County reserves the right to test equipment, supplies, material and goods Proposal 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 Proposal is subject to rejection.

### **Disqualification of Offeror**

Upon signing this Proposal document, an offeror offering to sell supplies, materials, services, or equipment to Orange 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 Proposal made to any competitor or any other person engaged in such line of business. Any or all Proposals may be rejected if the County believes that collusion exists among the offerors. Proposals in which the prices are obviously unbalanced may be rejected. If multiple Proposals are submitted by an offeror and after the Proposals are opened, one of the Proposals is withdrawn, the result will be that all of the Proposals submitted by that offeror will be withdrawn; however, nothing herein prohibits a vendor from submitting multiple Proposals for different products or services.

### **Assignment**

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

### **Contract Obligation**

Court must award the contract and the County Judge or other person authorized by the Orange County Commissioners Court must sign the contract before it becomes binding on Orange County or the offerors. Binding agreements shall remain in effect until all products and/or services covered by this purchase have been satisfactorily delivered and accepted.

### **Title Transfer**

Title and Risk of Loss of goods shall not pass to Orange County until Orange County actually receives and takes possession of the goods at the point or points of delivery.

### **Equivalents of Equal Quality are Acceptable**

Whenever an article or material is defined by describing a proprietary product, or by using the name of a manufacturer, the term "or equivalent" if not inserted, shall be implied. The specified article or material shall be understood as descriptive, not restrictive.

### **Substitutions after Award of the Contract**

After the award of the contract, no substitutions will be made without prior approval from the County Purchasing Agent. Should any items on the contract be discontinued or otherwise become unattainable during the life of the contract, test will be made of substitutes at the discretion of the County Purchasing Agent.

### **General Terms and Conditions of Proposal and Term Contracts**

#### **1. Proposal**

**1.1 Proposals.** All Proposals must be submitted on the Proposal form furnished in this package.

**1.2 Authorized Signatures.** The Proposal must be executed personally by the vendor, duly authorized partner of the partnership, or duly authorized officer of the corporation. If executed by an agent, a power of attorney or other evidence of authority to act on behalf of the vendor shall accompany the Proposal to become a valid Proposal.

**1.3 Late Proposals.** Proposals must be in the office of the Orange County Purchasing Agent before or at the specified time and date Proposals are due. Proposals received after the submission deadline shall be rejected as non-responsive and returned unopened.

**1.4 Withdrawal of Proposals Prior to Proposal Opening.** A Proposal may be withdrawn before the opening date by submitting a written request to the Purchasing Agent. If time allows, the proposer may submit a new Proposal. Proposer assumes full responsibility for submitting a new Proposal before or at the specified time and date Proposals are due. Orange County reserves the right to withdraw a request for Proposals before the opening date.

**1.5 Proposal Amounts.** Proposals shall show net prices, extensions where applicable and net total. In case of conflict between unit price and extension, the unit price will govern. Any ambiguity in the Proposal as a result of omission, error, unintelligible or illegible wording shall be interpreted in the favor of Orange County.

**1.6 Exceptions and/or Substitutions.** All Proposals meeting the intent of the specifications and plans will be considered for award. Vendors taking exception to the specifications and plans, or offering substitutions, shall state these exceptions in the section provided. If Proposal is made on an article other than the one specified, which a proposer considers comparable, the name and grade of said article must be specified in the Proposal and sufficient specifications and descriptive data must accompany same to permit thorough evaluation. The absence of stated exceptions and/or substitutions shall indicate that the vendor has not taken any exceptions to the specifications and shall be responsible to perform in strict accordance with the specifications. As a matter of practice, Orange County rejects exception(s) and /or substitutions as non-responsive but reserves the right to accept any and/or all of the exception(s) and/or substitution(s) deemed to be in the best interest of Orange County.

**1.7 Alternates.** The Invitation for Proposal and/or specifications may expressly allow proposer to submit an alternate Proposal. Presence of such an offer shall not be considered an indication of non-responsiveness.

**1.8 Descriptions.** Unless otherwise specified, any reference to make, manufacturer and/or model used in the Proposal specifications is merely descriptive and not restrictive, and is used only to indicate type, style, or quality of material desired.



**1.9 Proposal Alterations.** Proposals cannot be altered or amended after submission deadline. Any interlineations, alterations, or erasures made before opening time must be initialed by the signer of the Proposal, guaranteeing authenticity.

**1.10 Tax Exempt Status.** Orange County is exempt from federal excise tax and state sales tax. Unless the Proposal form or specifications specifically indicate otherwise, the Proposal price must be net, exclusive of above-mentioned taxes and will be so construed. Therefore, the Proposal price shall not include taxes. ORANGE 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 Orange County Auditor

**1.11 Quantities.** Quantities indicated are estimated quantities only and are not a commitment to buy. Approximate usage does not constitute an order, but only implies the probable quantity that will be used. Commodities will be ordered on an as-needed basis. Proposer is responsible for accurate final counts.

**1.12 Proposal Award.** Award of contract shall be made to the most responsible, responsive proposer, whose offer is determined to be the best value, taking into consideration the relative importance of price. Orange County reserves the right to be the sole judge as to whether items Proposal will serve the purpose intended. Orange County reserves the right to accept or reject in part or in whole any Proposal submitted, and to waive any technicalities or informalities for the best interest of the County. Orange County reserves the right to award based upon individual line items, sections or total Proposal.

**1.13 Silence of Specifications for Complete Units.** All materials, equipment and/or parts that will become a portion of the completed work, including items not specifically stated herein but, necessary to render the service(s) complete and operational per the specifications, are to be included in the Proposal price. Vendor may be required to furnish evidence that the service, as Proposal, will meet or exceed these requirements.

**1.14 General Proposal Bond/Surety Requirements.** Failure to furnish Proposal bond or bonds will result in Proposal being declared non-responsive. Non-responsive Proposals will not be considered for award.

**1.15 General Insurance Requirements.** Failure to furnish Affidavit of Insurance, if required in these specifications, will result in Proposal being declared non-responsive. Non-responsive Proposals will not be considered for award.

**1.16 Responsiveness.** A responsive Proposal shall substantially conform to the requirements of this Invitation to Proposal and/or specifications contained herein. Proposers who substitute any other terms, conditions, specifications and/or requirements or who qualify their Proposals in such a manner as to nullify or limit their liability to the contracting entity shall have their Proposals deemed non-responsive. Also, Proposals containing any clause that would limit contracting authority shall be considered non-responsive. Examples of nonresponsive Proposals include but shall not be limited to: a) Proposals that fail to conform to required delivery schedules as set forth in the Proposal request; b) Proposals with prices qualified in such a manner that the Proposal price cannot be determined, such as with vague wording that may include "price in effect at the time of delivery," and c) Proposals made contingent upon award of other Proposals currently under consideration.

**1.17 Responsible Standing of Proposer.** To be considered for award, proposer must at least: have the ability to obtain adequate financial resources, be able to comply with required or proposed delivery/completion schedule, have a satisfactory record of performance; have a satisfactory record of integrity and ethics, and be otherwise qualified and eligible to receive award.

**1.18 Proprietary Data.** Proposer may, by written request, indicate as confidential any portion(s) of a Proposal that contain proprietary information, including manufacturing and/or design processes exclusive to the vendor. Orange County will protect from public disclosure such portions of a Proposal, unless directed otherwise by legal authority, including existing Open Records Acts.

## **2. Performance**

**2.1 Design, Strength, and Quality.** Design, strength, and quality of materials and workmanship must conform to the highest standards of manufacturing and engineering practices. The apparent silence of specifications and/or plans as to any detailed description concerning any point shall be regarded as

meaning that only the best commercial practices are to prevail. All interpretations of these specifications and/or plans shall be made on the basis of this statement.

**2.2 Age and Manufacture.** All tangible goods being proposed must be new and unused, unless otherwise specified, in first-class condition, of current manufacture, and furnished ready to use. All items not specifically mentioned that are required for a complete unit shall be furnished.

**2.3 Delivery Schedule.** Delivery time may be an important consideration in the evaluation of best value. The maximum number of days necessary for delivery ARO shall be stated in the space, if provided, on the Proposal form.

**2.4 Delivery Charges.** All delivery and freight charges, F.O.B. destination shown on Orange County purchase order, as necessary to perform contract are to be included in the Proposal price.

**2.5 Installation Charges.** All charges for assembly, installation and set-up shall be included in the Proposal price. Unless otherwise stated, assembly, installation and set-up will be required.

**2.6 Operating Instructions and Training.** Clear and concise operating instructions and descriptive literature will be provided in English, if requested. On-site detailed training in the safe and efficient use and general maintenance of item(s) purchased shall be provided as needed at the request of Orange County. Instructions and training shall be at no additional cost to the County.

**2.7 Compliance with Federal, State, County, and Local Laws.** Proposals must comply with all federal, state, county and local laws, including, but not limited to, all applicable standard safety, emission, and noise control requirements. Any vehicles or equipment shall contain all standard safety, emission, and noise control requirements required for the types and sizes of equipment at the time of their manufacture. The contractor agrees, during the performance of work or service, to comply with all applicable codes and ordinances of Orange County or the State of Texas as they may apply, as these laws may now read, or as they may hereafter be changed or amended.

**2.8 OSHA.** The proposer will certify all equipment complies with all regulations and conditions stipulated under the Williams-Steiger Occupational Safety and Health Act of 1971, as amended. The successful proposer will further certify that all items furnished under this project will conform and comply with federal and State of Texas OSHA standards. The successful proposer will agree to indemnify and hold harmless Orange County for any and all damages that may be assessed against the County.

**2.9 Patents and Copyrights.** The successful vendor agrees to protect the County from claims involving infringements of patents and/or copyrights.

**2.10 Samples, Demonstrations and Testing.** At Orange County's request and direction, proposer shall provide product samples and/or testing of items Proposal to ensure compliance with specifications. Samples, demonstrations and/or testing may be requested at any point prior to or following Proposal award. Samples, demonstrations and/or testing may be requested upon delivery and/or any point during the term of resulting contract. All samples (including return thereof), demonstrations, and/or testing shall be at the expense of the proposer/vendor.

**2.11 Acceptability.** All articles enumerated in the Proposal shall be subject to inspection by an officer designated for that purpose by Orange County. If found inferior to the quality called for, or not equal in value to the specifications, deficient in workmanship or otherwise, this fact shall be certified to the Purchasing Agent, who shall have the right to reject the whole or any part of the same. Items and/or work determined to be contrary to specifications must be replaced at the vendor's expense. Inferior items not retrieved by the vendor within thirty (30) calendar days or an otherwise agreed upon time, shall become the property of the County. If disposal of such items warrants an expense, an amount equal to the disposal expense will be deducted from amounts payable to the vendor.

**2.12 Maintenance.** Maintenance required for equipment Proposal should be available in Orange County by a manufacturer authorized maintenance facility. Cost for this service shall be shown on the Proposal sheet as requested or on a separate sheet, as required. If Orange 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.

**2.13 Material Safety Data Sheets.** Under the "Hazardous Communications Act," common known as the "Texas Right to Know Act," a proposer must provide the user department, with each delivery, material safety data sheets which are applicable to hazardous substances defined in the Act. Failure of the proposer to furnish this documentation will be cause to reject any Proposal applying thereto.

**2.14 Evaluation.** Evaluation shall be used as a determinant as to which services are the most efficient and/or most economical for the County. It shall be based on all factors having a bearing on price and performance of the items in the user environment. All Proposals are subject to tabulation by the Orange County Purchasing Department and recommendation to Orange County Commissioners' Court. Compliance with all Proposal requirements and needs of the using department are considered in evaluating Proposals. Pricing is not the only criteria for making a recommendation. The Orange County Purchasing Department reserves the right to contact any proposer, at any time, to clarify, verify or requirement information with regard to this Proposal.

### **3. Purchase Orders and Payment**

**3.1 Purchase Orders.** A purchase order(s) shall be generated by the Orange County Purchasing Agent to the successful vendor. The purchase order number must appear on all itemized invoices and packing slips. The County will not be held responsible for any work orders placed and/or performed without a valid current purchase order number. Payment will be made for all services rendered and accepted by the contract administrator for whom a valid invoice has been received.

**3.2 Invoices.** All invoices shall reference the Purchase Order number. Invoices shall reference a detailed description for each item invoiced. If an item purchased and itemized on the invoice does not correspond to an item in any of the categories awarded to the vendor, invoice shall reference the item as "N/C" to indicate that it is a non-contract item. This requirement is to assist the County in verifying contract pricing on all invoices. Payment will be made under terms of net thirty (30) days unless otherwise agreed upon by seller and the purchasing department.

**3.3 Prompt Payment.** In accordance with the State of Texas Prompt Payment Act, Article 601f V.T.C.S., payment will be made after receive and acceptance by the County of the merchandise ordered and of a valid invoice. Successful proposer(s) is required to pay subcontractors within ten (10) days after the successful proposer receives payment from the County.

**3.4 Funding.** Orange County is operated and funded on an October 1 to September 30 basis; accordingly, the County reserves the right to terminate, without liability to the County, any contract for which funding is not available.

### **4. Contract**

**4.1 Contract Definition.** The General Conditions of Proposal and Terms of Contract, Specifications, Plans, Proposal Forms, Addenda, and any other documents made a part of this Proposal shall constitute the complete Proposal. This Proposal, when duly accepted by Orange County, shall constitute a contract equally binding between the successful proposer and Orange County.

**4.2 Contract Agreement.** Once a contract is awarded, the unit prices offered by the successful proposer shall remain firm for the term of the contract. Contract shall commence on date of award.

**4.3 Change Order.** No different or additional terms will become part of this contract with the exception of a change order. No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing and at the discretion and approval of Orange County. No change order will be binding unless signed by an authorized representative of the County and the vendor.

**4.4 Termination.** Orange County reserves the right to terminate the contract for default if the proposer breached any of the terms therein, including warranties of proposer or if the proposer becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies, which Orange County may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or service within the proper amount of time, and/or to properly perform any and all services required to Orange County's satisfaction and/or to meet all other obligations and requirements. Contracts may be terminated without cause upon thirty- (30) days' written notice to either party unless otherwise specified. Orange County reserves the right to award canceled contract to the next lowest proposer. Proposer, in submitting this Proposal, agrees that Orange County shall not be liable to prosecution for damages in the event that the County declares the proposer in default.

**4.5 Conflict of Interest.** Employees of the County are not permitted to maintain financial interest in, or receive payment, directly or indirectly, borrow from, lend to, invest in, or engage in any substantial

financial transaction with any individual, organization, supplier, or subcontractor who does business with the County without disclosure. When conflict of interest is discovered, it shall be grounds for termination of contract.

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

**4.7 Interest by Public Officials.** No public official shall have interest in this contract, in accordance with Texas Local Government Code.

**4.8 Warranty.** Offerors shall furnish all data pertinent to warranties or guarantees, which may apply to items in the Proposal. Offerors may not limit or exclude any implied warranties. Offeror warrants that product sold to the County shall conform to the standards established by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event product does not conform to OSHA Standards, where applicable, Orange 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, Orange County may correct at the offeror's expense.

**4.9 Uniform Commercial Code.** The successful vendor and Orange County agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.

**4.10 Venue.** This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in the County of Orange, Texas.

**4.11 Sale, Assignment, or Transfer of Contract.** The successful vendor shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written consent of Orange County.

**4.12 Silence of Specifications.** The apparent silence of these specifications as to any detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this state

#### **Method of Payment**

Invoices shall be sent directly to the:

**COUNTY AUDITOR'S OFFICE**

**123 S. 6<sup>th</sup> Street**

**ORANGE, TX 77630**

Payments are processed after the Auditor's Office has been notified that the items have been received in good conditions and no unauthorized substitutions have been made. Invoices must detail the items delivered and must reference the Orange County Purchase Order Number for speed in processing. The County will only receive delivery for goods as required, and the County shall only be billed for goods ordered and delivered.

#### **Insurance Requirements**

**Purchase Order will NOT be released until vendor provides all required documents to Orange County Purchasing.**

Failure to furnish Affidavit of Insurance, if required in these specifications, will result in Proposal being declared non-responsive. Non-responsive Proposals will not be considered for award. Before commencing work, the successful proposer shall be required, at his own expense, to furnish the Orange County Purchasing Agent within ten (10) days of notification of award with certified copies of all insurance policies showing the following insurance coverage to be in force throughout the term of the contract. No Purchase Order will be released until all required documents are provided to Orange County Purchasing.

- (a) Commercial General Liability insurance at minimum combined single limits of \$1,000,000.00 per-occurrence and \$1,000,000.00 general aggregate for bodily injury and property damage, which coverage shall include products/completed operations, (1,000,000.00 products/completed operations aggregate). Coverage for products/completed operations must be maintained for a least two- (2) years after the construction work is completed. Coverage must be written on an occurrence form Contractual liability must be maintained with respect to the contractor's obligations contained in the contract. The general aggregate limit must be at least two (2) times the per-occurrence limit. A per-project aggregate endorsement must be included.
- (b) Workers Compensation insurance at statutory limits, including employer's liability coverage at minimum limits of \$500,000.00 per occurrence each accident/\$500,000.00 by disease per-occurrence/\$500,000.00 by disease aggregate.
- (c) Commercial Automobile Liability insurance at minimum combined single limits of \$1,000,000.00 per-occurrence for bodily injury and property damage, including owned, non-owned and hired vehicle coverage.

The required limits may be satisfied by any combination of primary, excess or umbrella liability insurance's, provided the primary policy complies with the above requirements and the excess umbrella is following form. The successful proposer may maintain reasonable and customary deductibles, subject to approval by Orange County.

A comprehensive general liability insurance form may be used in lieu of a commercial general liability insurance form. In this event, coverage must be written on an occurrence basis, at limits of \$1,000,000.00 per-occurrence, combined single limit; and coverage must include a broad form comprehensive general liability endorsement, coverage for products/completed operations, and broad form contractual liability covering the obligations included in the contract.

With reference to the foregoing insurance requirement, the successful proposer shall specifically endorse applicable insurance policies as follows:

- 1. Orange County shall be named as an additional insured with respect to general liability.
- 2. All liability policies shall contain cross liability and severability of interest clauses
- 3. A waiver of subrogation in favor of Orange County shall be contained in the workers compensation, general liability, and automobile liability coverage.
- 4. All insurance policies shall be endorsed to require the insurer to immediately Orange County of any material change in the insurance coverage.
- 5. All insurance policies shall be endorsed to the effect that Orange County will receive at least sixty- (60) day's notice prior to cancellation, non-renewal or termination of the insurance.

All insurance shall be purchased from an insurance company that meets the following requirements:

- 1. A financial rating of A: VII or better as assigned by the BEST Rating Company.
- 2. Licensed and admitted to do business in the State of Texas

All insurance must be written on forms filed with and approved by the Texas State Board of Insurance. Certificates of Insurance shall be prepared and executed by the insurance company or it's authorized agent, and shall contain provisions representing and warranting the following:

The company is licensed and admitted to do business in the State of Texas, and is a subscriber to

The Federal/State Guaranty Fund if applicable.

The insurance's set forth by the insurance company are underwritten on forms, which have been

Approved by the Texas State Board of Insurance.

Sets forth all endorsements and insurance coverage's according to requirements and instructions

Contained herein.

Shall specifically set forth the notice of cancellation or termination provisions to Orange County.

### **Workers' Compensation Insurance**

**Purchase Order will NOT be released until vendor provides all required documents to Orange County Purchasing.**

#### 1 Definitions:

1.1. **Certificate of coverage ("Certificate")** – A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement, TWCC-81, TWCC-82, TWCC-83, or TWCC-84 showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

1.2. **Duration of the project** – Includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity.

1.3. **Persons providing services on the project ("subcontractor") in article 406.096 –**

Includes all persons or entities performing all or part of the services under the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractor, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" includes, without limitation, providing, hauling or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

2. The Contractor shall provide coverage, based on proper reporting of classification code and payroll amounts and filing any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the contractor providing services on the project, for the duration of the project.

3. The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.

4. If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.

5. The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:

5.1. A certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and

5.2. No later than ten (10) days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate ends during the duration of the project.

6. The Contractor shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.
7. The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.
8. The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
9. The Contractor shall contractually require each person with whom it contracts to provide services on a project to:
  - 9.1 Provide coverage, based on reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all its employees providing services on the project, for the duration of the project.
  - 9.2. Provide to the Contractor, prior to that person beginning work on the project a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project.
  - 9.3. Provide the Contractor, prior to the end of coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
  - 9.4. Obtain from each person with whom it contracts, and provide to the Contractor:
    - 9.4.1. A certificate of coverage, prior to the other person beginning work on the project; and
    - 9.4.2. The coverage period, if the coverage period shown on the current certificate of a new certificate of coverage showing extension of coverage, prior to the end of coverage ends during the duration of the project.
  - 9.5. Retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter.
  - 9.6. Notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
  - 9.7. Contractually require each person with whom it contracts to perform as required by paragraphs I.1. – I.7., with the certificates of coverage to be provided to the person for whom they are providing services.
10. By signing this contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the contractor who will provide services of the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.
11. The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the governmental entity to declare the contract void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the governmental entity.

## **BONDING REQUIREMENTS**

### **Proposal Bond**

#### **Proposal Bond will be required for all contracts in excess of \$25,000.00.**

A Proposal Bond **MUST** be submitted for any contract valued over \$25,000.00. The proposal bond shall be in the amount of 5% of the Proposal price and is to be issued by a surety company authorized to do business in Texas.

**No exception will be made. Failure to furnish Proposal bond or bonds will result in Proposal being declared non-responsive. Non-responsive Proposals will not be considered for award.**

### **Surety Bond**

The vendor shall submit a performance bond in the amount of 100% of the total bid after award but prior to start up. However, all proposals must be accompanied by an agreement of surety (Consent of Surety) for 100% of the awarded amount if the contract is awarded to its principal. The consent of surety must not contain any conditions or reservations, other than the condition that the contract is to be awarded to the Proposing Contractor. The successful proposer shall be required, at his own expense, to furnish the Orange County Purchasing Agent within ten (10) days of notification of award with certified copies of all bond or bonds as per proposal specifications. **Failure to submit the consent of surety will result in immediate rejection of a vendor's proposal.**

**Bonds will be required for any Construction, Repair or Alteration of Public Works. Purchase Order will NOT be released until vendor provides all required documents to Orange County Purchasing.**

The successful proposer shall be required, at his own expense, to furnish the Orange County Purchasing Agent within ten (10) days of notification of award with certified copies of all bond or bonds as per Proposal specifications. Failure to furnish bond or bonds will result in Proposal being declared non-responsive. Non-responsive Proposals will not be considered for award.

### **Minimum Bonding**

No bonds will be required for Construction, Repair or Alteration of Public Work for **contracts that are less than \$25,000.00**

### **Performance Bonds**

**Performance bonds will be required for Construction, Repair or Alteration of Public Works.**

For all **contracts in excess of \$50,000.00** for the Construction, Repair or Alteration of a public work or the prosecution or completion of any public work, the contractor must execute a performance bond that:

1. Is payable to the county,
2. Is in the full amount of the contract,
3. Is conditioned on faithful performance of the work in accordance with the plans, specifications, and contract documents,
4. Is solely for the protection of the county,
5. Executed by a corporate surety or sureties in accordance with the Insurance Code, and
6. Bond must remain in effect for one year beyond the date of acceptance by Owner.

Any performance bond that is furnished by a contractor in attempted compliance with the requirements of TEX. GOV'T CODE ANN., Ch. 2253 will be construed as in conformity with that chapter in relation to rights created, limitations on the bond and remedies provided. Bond must be executed by a Corporate surety in accordance with Section 1, Chapter 87, Acts of 56<sup>th</sup> Legislature, Regular Session, 1959 (Article 7.19-1, Vernon's Texas Insurance Code)

LGC 262.032 ( c ) If the contract is for \$50,000.00 or less, the county may provide in



The proposal notice or request for Proposals that no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the county.

No exception will be made. Failure to furnish payment bond or bonds will result in Proposal being declared non-responsive. Non-responsive Proposals will not be considered for award.

### **Payment Bond**

#### **Payment bonds will be required for Construction, Repair or Alteration of Public Works.**

For all **contracts in excess of \$25,000.00** for the construction, repair or alteration of a public work or the prosecution or completion of any public work, the contractor must execute a payment bond that: Payment bond, must be issued by a State approved surety in accordance with Article 7.19-1 Bond of Surety Company; Chapter 7 of the Insurance Code, must also be for not less than one hundred percent (100%) of the contract price and remain in effect for one year beyond the date of acceptance by the Owner.

1. Is solely for the protection of all claimants supplying labor and material in the performance of work provided in the contract,
2. Is payable to the county for the use of these claimants,
3. Is in the full amount of the contract,
4. Executed by a corporate surety or sureties in accordance with the Insurance Code, and
5. Is in a form approved by the commissioner's court.

Payment bonds should be effective from commencement of performance until the end of the fourth month after all items of work, for the project are completed unless releases are obtained from all subcontractors and materials. Any payment bond that is furnished by a contractor in attempted compliance with the requirements of TEX. GOV'T CODE ANN., Ch. 2253 will be construed as in conformity with that chapter in relation to rights created, limitations on the bond and remedies provided. Bond must be executed by a Corporate surety in accordance with Section 1, Chapter 87, Acts of 56<sup>th</sup> Legislature, Regular Session, 1959 (Article 7.19-1

No exception will be made. Failure to furnish payment bond or bonds will result in Proposal being declared non-responsive. Non-responsive Proposals will not be considered for award.

**I. INTRODUCTION**

Orange 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 200 inmates, for a one (1) year term. In addition, Orange County may consider a renewal option for five (5) additional years based upon the same terms and conditions as the original year. Renewal is subject to approval by Orange County Commissioners' Court each period. Once renewal option is exhausted, the contract must be re-bid.

Orange County presently operates a facility at the following location:  
Orange County Correctional Facility  
205 South Border Street  
Orange, Texas 77630  
Current Average Daily Population: 200

**II. OBJECTIVES OF RFP**

To result in a contract between the successful bidder and Orange 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 Orange 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 Orange County and other Orange County offices.
- F. To maintain standards established by Orange County, as well as the American Correctional Association, 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. QUALIFICATIONS OF BIDDER**

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 by June 1, 2021.
- C. The 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 Dietitian available for menu development.
- D. The vendor must have the central office capability to supervise and monitor the program ensuring satisfactory provision of services. In addition, the vendor must have an alternate emergency preparation site in the Orange, Texas area.

- 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 vendor shall submit a performance bond in the amount of 100% of the total bid after award but prior to start up. However, all proposals must be accompanied by an agreement of surety (Consent of Surety) for 100% of the awarded amount if the contract is awarded to its principal. The consent of surety must not contain any conditions or reservations, other than the condition that the contract is to be awarded to the Proposing Contractor. Failure to submit the consent of surety will result in immediate rejection of a vendor's proposal.
- H. The vendor shall provide to Orange County full litigation disclosure of specific lawsuits or criminal or civil litigations in which the vendor, officers or employees is currently involved with or has been a party to within the past five (5) years. Include the major issues as well as the outcomes. For any criminal or civil action in which resulted in an adverse action against the vendor, provide a copy of the judgment.

#### **IV. SELECTION CRITERIA - CRITERIA FOR EVALUATION**

**Mandatory requirements include:**

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

The vendor will be selected based on the bidder's written proposal and any requested presentations. The Selection Committee will review all proposals and make their recommendations for selection. Orange County will assemble a committee for the purpose of bid evaluations. The primary criteria used in making a selection will be as follows:

- A. 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. **(20% of total points)**
- B. The vendor's demonstrated ability to comply with American Correctional Association standards for local detention facilities and attain ACA certification for food services. Vendors will indicate those facilities currently under contract which have attained accreditation as a result of their efforts. **(5% of total points)**
- C. Past history and references. 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 Orange County. **(15% of total points)**
- D. The vendor's financial stability and condition. **(10% of total points)**
- E. Vendor's development of an operating plan for food service that best meets the stated objectives and needs of Orange County. Includes Quality Assurance plan and proposed staffing and personnel plan. **(15% of total points)**
- F. Services and menu quality offered for price proposed. Includes nutritional quality, menu acceptability and stated menu standards. **(20% of total points)**
- G. The price per meal proposed. **(15% of total points)**

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 ranked first. 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 Selection Committee determines that rejection of all proposals is the best interest of Orange County.

## **V. 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 Orange 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 bidders.

The Orange County reserves the right to award this contract not necessarily to the vendor with the lowest price, but to the bidder 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 IV and V 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 Orange County. The successful bidder will perform all services indicated in the proposal in compliance with the negotiated contract.

Orange County reserves the right to reject any or all proposals for any reason, in whole or in part, received in response to this RFP. Orange 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.

## **VI. 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 Orange 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) 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.

- (3) number of employees
- (4) number of years doing business
- b) Describe current contracts or business with other correctional food service facilities
  - (1) client
  - (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) Corporate and regional office organizational structure
- f) References, with addresses and phone contacts.

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 - Vendor shall provide types of insurance and limits and provisions as contained herein:
- 9. Policies and Procedures - The proposal shall indicate the method the vendor will follow in establishing and revising food service policies and procedures.
- 10. Accreditation - The proposal shall address the vendor's plan to secure and/or maintain any food service accreditation for delivery of food service to Orange County.
- 11. 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.

VII. SCOPE OF WORK

A. **Description of Current Operation**

- 1. The average daily population has been approximately 200 adult, male and female inmates, including an average of 10 sack meals to inmates in court or work crews. Additionally, the vendor shall expect to serve approximately 10-20 meals per day to staff and visitors at the employee's own cost.
- 2. This section is not to be construed to mean the vendor shall serve up to 245 meals 3 times daily. It is only provided as a guideline for possible meals to be served.
- 3. The price per meal charged shall be determined by taking the actual meals 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:

- (1) Food is received, stored, prepared, and served at the main facility at 205 South Border Street, Orange, Orange County, Texas.
- (2) 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.
- (3) Vendor workers will be expected to supervise inmates in the tray make-up and delivery of meals at this site.
- (4) Current menus included as Attachment C
- (5) The current meal service schedule is as follows:

Breakfast	6:00 to 7:15 am
Lunch	11:00 to 12:30 p.m.
Dinner	6:00 to 7:30 p.m.

**B. Vendor Service Requirements**

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. Orange County will be responsible for removal of trash and garbage.
  - c) Inspections of kitchen facilities by Orange County and State health agencies must achieve satisfactory ratings.
  - d) Provide safe, sanitary and secure food service to include supervision and control of inmate labor and security of products and equipment available to inmates.
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 Orange County agrees to pay such tax.
3. Billing process / Record keeping
  - a) Vendor shall submit to the Orange County on the first day of each week, covering the preceding week, an invoice for meals served. The price per meal charged to the Orange County shall be described in the proposal and shall be guaranteed for meals for (1) one year. On invoice, Vendor shall itemize between inmate meals, trustee meals, and on duty jail staff meals.
  - 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 Orange County at any time during regular working hours.

4. Return facility in good working order
  - a) The Vendor shall return to the Orange County at the expiration of this contract the food service premises and all equipment furnished by the Orange 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 Orange County for all items covered by this paragraph. The Orange County will pay for needed repairs caused by normal wear and tear. The Orange County will replace equipment, which in the opinion of the Orange 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
6. Participation in Client-required security training
  - a) Vendor shall comply with all safety and facility security training as required by Federal, State or local government to include the Orange County Sheriff's Office.
7. Uniforms for Vendor staff
  - a) Vendor shall provide professional, neat uniforms that distinguish the vendor's paid staff from the inmates and corrections officers. Vendor shall also supply staff with photo identification cards to be visible at all times while staff is within the facility.
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)
  - b) Item-by-item nutritional analysis (May be appendix or disc copy - MSWord preferred)
  - 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 4 week cycle menu.
    - (2) Each week will include 21 meals and comply with ACA standards.
    - (3) No proposal will be considered that doesn't provide the menu upon which the cost of service is calculated together with the "as served" portion sizes of each menu item. 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.).
  - (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 and vegetable equivalents are required each day on the menu. USDA School Lunch Buying Guide shall be used to determine qualifying equivalents. A minimum daily variety of four different fruits and vegetables shall be used to meet the requirement. As specified by the guide, items such as fruit drink, rice and noodles do not qualify.
  - (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.
- Nutritional requirements
  - (1) Menus will provide an average of 2,800 calories per day in addition to all required nutrients
  - (2) Nutritional Analysis – tied to actual recipes & products proposed
    - (a) An item-by-item computer 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 R.D.
    - (a) A registered dietitian 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.
    - (b) A 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.

- (4) Percent of calories as fat
  - (a) A maximum average of 35% or 38% of calories as fat is required, as demonstrated by the nutritional analysis.

**Meal Pattern Requirements**

- (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 and cannot be served more than two (2) times per week.
  - (b) Bread, condiments, and beverages do not count as components.
- (2) Vendor shall submit a sample pattern as to how meals are to be served. A sample pattern is contained below. Breakfast meals pattern (A, B, or C). Lunch and Dinner meals are based on pattern (D, E, or F).

**Breakfast Pattern Options**

<b>A</b> <u>Small (2 items)</u>	<b>B</b> <u>Medium (3 items)</u>	<b>C</b> <u>Large (4 items)</u>
1. Cereal	1. Cereal	1. Fruit or juice
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)
Coffee	Milk	Milk
Coffee	(as appropriate)	Condiments
Milk		
Coffee		

**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**

<b>D</b> <u>Small (3 items)</u>	<b>E</b> <u>Medium (4 items)</u>	<b>F</b> <u>Large (5 items)</u>
1. Entrée	1. Entrée	1. Entrée
2. Side Dish	2. Side Dish	2. Side Dish
3. Dessert	3. Side Dish	3. Side Dish
Bread (as needed)	4. Dessert	4. Side Dish
Condiments (as appropriate)	Bread (as needed)	5. Dessert
Beverage	Condiments (as appropriate)	Bread (as needed)
Beverage	(as appropriate)	Condiments
Beverage		

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

**Types of Meat Requirements**

- (1) Pork and pork-derived products are not allowed on any menu in this facility.
- (2) Cooked weight meat or meat equivalent (Cheese, eggs, or peanut butter only) are to be provided daily, the amount of which must be acceptable using State, Federal and/or ACA standards.
- (3) Whole muscle meat items (such as chicken quarters) must be served at least 2 times in the menu cycle.
- (4) Ground meat items like taco filling, meat sauce for spaghetti, etc. should be made with (ground turkey OR ground beef OR a mixture of ground beef and turkey )
- (5) The use of granular soy as a meat replacement or enhancement is not allowed.

**Required:**

3) Court Sack Meals

- a) For approximately 5 inmates five, days per week sack meals for court are to be provided. These meals are in place of regular inmate meals. The actual number of meals served varies from day to day. This is not meant to imply vendor will serve 25 sack meals per week, only to serve as an example.
- b) Court sack meals are to consist of:
  - Two sandwiches made with: 4 slices bread and 3-oz. meat and/or cheese
  - 2 p.c. condiments
  - Fresh fruit
  - Chips or dessert Item
  - Bulk beverage
- c) Sack meals are to be billed at regular inmate rates

4) Work Release Sack Meals (if applicable)

- a) For approximately 8 inmates, five days per week sack meals are to be provided. These meals are in place of regular inmate meals. This is not meant to imply vendor will serve 40 sack meals per week, only to serve as an example.
- b) Work Release sack meals are to consist of:
  - Two sandwiches made with: 4 slices bread and 3-oz. meat and/or cheese
  - 2 p.c. condiments
  - Fresh fruit
  - Chips
  - Dessert Item
  - Portion Pack Beverage at least 8 oz.
- c) Sack meals are to be billed at regular inmate rates

- 5) Medical & Religious Diets
  - a) The vendor shall provide, at no additional cost, religious and medical diets conforming to special religious or physician-ordered specifications.
  - b) Average number and type
    - (1) The average daily number of inmates receiving medical or religious diets has been approximately 10 including an average of 2 night snack meals to inmates for medically approved diets.
    - (2) The most common medical and religious diet orders are: Muslim, Diabetic, etc.
  - c) Policies and Documentation Requirements
    - (1) The vendor will submit with their proposal a sample of their corrections diet handbook.
- 6) Staff Meals
  - a) Vendor shall detail their recommendations for institution of an officer's dining room program.
    - Officers will be provided with the same meals as distributed to the inmate population.
    - On duty corrections officers and telecommunications officer (shift personnel/dispatchers) may request meals, the cost of which shall be funded by Orange County.
    - Vendor shall provide meals to on duty staff of the Orange County Sheriff's Office (not included above in subsection (a) as on duty jail staff) on a reimbursable basis. Collection of funds for such meals shall be made at the time of consumption and shall be priced equal to agreed inmate meal cost.
  - b) In addition, the vendor shall be responsible for supplying coffee and fixing's to the staff break rooms.
- 7) Trustee Meals
  - (a) Orange County has successful Inmate Work Programs involving approximately 60 trustee inmates. Vendor shall provide evening trustee meals with double entrée portions. Differences may be reflected in the prices for trustee meals.
- 8) 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 July 4<sup>th</sup>, Easter, Thanksgiving, Christmas, and New Year holiday periods. All such meals will be provided at contract rates.
- 9) 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.
  - 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.
- 10) 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 appropriate temperatures and in a manner that makes them palatable, neat, and visibly pleasing.
  - 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) Assign a minimum of 1 employee per shift to oversee and supervise all aspects of the food service operation.
  - b) Inmates will be provided, as the vendor requires, subject to the approval of the Orange County Sheriff or his designee.
  - c) 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.
  - d) The vendor agrees to train and supervise inmate personnel, subject to the overall control of the Orange County Sheriff's Office.
  - e) The vendor is responsible for all wages, salary benefits, and overtime payments to its staff. Orange County Sheriff's Office Employees, currently assigned in the Correctional Facility Kitchen shall be maintained as employees of Orange County and continue to provide food service. As Orange County Employees leave employment, vendor shall provide their employees as replacement personnel.
- 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 the qualifications of the Food Service Director they plan to place in the facility.
- 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 Orange County, upon request.
  - b) Clearance requirements

All employees of the contracting firm who will work in the jail must be cleared by the Sheriff's Office. All employees must comply with the Sheriff Office's written policy and procedures relating to facility security.

- 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.
  - b) Inmates are not permitted to supervise other inmates.
- 5) Supervision & training of paid staff  
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 training program.
- 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 Orange County employees.

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

- 1) Commodities
  - a) Vendor agrees to make the fullest use of the USDA donated commodities when they are available, wholesome, and appropriate for menu purposes. The vendor reserves the right to refuse acceptance of any such commodities that are contaminated or in excessive amounts. 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) A weekly inventory shall be taken of all commodities by the vendor. The report shall include for each USDA donated commodity, the commodities on hand at the beginning of the week, the quantity used, the quantity lost due to spoilage, theft, or shrinkage, and the balance at the end of the week.
    - (3) Commodities received will be used solely for the benefit of those persons in the jail.
    - (4) The vendor shall credit to the Orange 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.
- 2) National School Meals Programs
  - a) The Orange County does not participate in the USDA's National School Breakfast & Lunch Programs for its juvenile inmates.
- 3) ACA (American Correctional Association) and NCCH (National Commission on Correctional Healthcare) accreditation
  - a) The Orange County is not currently accredited by ACA and NCCH
- 4) Other
  - Vendor shall be notified in advance when visitors or other functions require meal service in addition to current inmate/staff population.

- Vendor shall also be available during emergency conditions (i.e. Natural Disaster, Hurricane, Etc.) to provide meals to first responder personnel.

#### **VIII. Term of Contract**

This contract will commence on the day of award by Commissioners' Court unless otherwise noted in the proposal or letter of award issued by the Orange County Purchasing Agent. The contract will then remain in effect for one year with the option to renew if agreeable by both parties.

#### **IX. Renewal Option**

Orange County may consider a renewal option for five (5) additional years based upon the same terms and conditions as the original year. Renewal is subject to approval by Orange County Commissioners' Court each period. Once renewal option is exhausted, the contract must be re-bid. Prices quoted shall remain firm for one (1) year from date of award.

#### **X. CONTRACT REVIEW**

Orange 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.

#### **XI. RENEGOTIATION OF COSTS AND PAYMENTS**

In the event the vendor is required to provide an additional vendor employee, as reference in Section XIII (A)(11), the Parties agree to review and renegotiate the price per meal at certain intervals over the Term of this Agreement. The purpose of this renegotiation is to minimize the cost to Vendor and County and maintain a fair and equitable compensation. Vendor and County agree to review the costs as set forth in this Section XIV and renegotiate as necessary on: (1) April 1<sup>st</sup>; (2) July 1<sup>st</sup>; and, (3) October 1<sup>st</sup>. Any adjustment shall be finalized within ten (10) days of the above date and be applicable as of that date or it is waived.

#### **XII. TERMINATION OF CONTRACT**

- A. Termination for Cause: Orange County may terminate the contract at any time that the Contractor fails to carry out its provisions or to make substantial progress under the terms specified in the contract.
  - 1) Orange County shall provide the Contractor with sixty- (60) days written notice of conditions endangering performance. If after sixty (60) days written notice the Contractor fails to remedy the condition contained in the notice, Orange County shall issue an order to stop work immediately.
  - 2) Orange County shall be obligated to reimburse the Contractor only for those services rendered prior to the date of notice of termination, less any liquidation damages that may be assessed for non-performance.

- B. Unilateral Right to Terminate: Either party upon receipt of not less than ninety (90) days written notice, may terminate the contract on an agreed date prior to the end of the contract period without penalty to either party.
- C. 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 Orange County government to appropriate funds, discontinuance or material alteration of the program under which funds were provided, Orange County shall have the right to terminate the contract without penalty by giving not less than ninety (90) days written notice documenting the lack of funding.

### **XIII. RESPONSIBILITY OF ORANGE COUNTY**

- A. Orange County Sheriff's Office Correctional Facility Personnel and/or Orange 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. Orange 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 Orange 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. Orange 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
  - 10) During a portion of the Term of this Agreement, Vendor will utilize certain employees currently employed by Orange County until such time as each employee resigns or is otherwise terminated. These employees, although supervised by Vendor during day to day operations, shall remain the employees of Orange County and sole control for hiring or firing shall remain with the Orange County Sheriff's Office.
  - 11) At such time as an Orange County employee utilized by Vendor is no longer employed by Orange County, the Vendor shall supply another employee to fill the open position. Such replacement employee shall be the employee of Vendor and shall have no employment relationship the Orange County whatsoever.

**XIV. COST SUMMARY**

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



**ATTACHMENT A**

**RFP- 21002 ORANGE COUNTY  
INMATE FEEDING COST SUMMARY**

**INMATE MEALS**

**TRUSTY EVENING MEALS  
COST PER MEAL**

**\$ \_\_\_\_\_**

**STAFF MEALS  
COST PER MEAL**

**\$ \_\_\_\_\_**

**COST PER MEAL**

**\$ \_\_\_\_\_**

State any other costs associated with this proposal that vendor may require from Orange County.

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**Bidder Shall Return Completed Form with Offer.**

**ATTACHMENT B**

**RFP- 21002 FOOD SERVICE FOR ORANGE COUNTY  
CORRECTIONAL FACILITY**

**OFFER AND ACCEPTANCE FORM**

To Orange County:

We hereby offer and agree to furnish the materials or service in compliance with all terms, conditions, specifications, and amendments in the Invitation for Bid and any written exceptions in the offer. We understand that the items in this Invitation for Bid, including, but not limited to, all required certificates are fully incorporated herein as a material and necessary part of the contract.

The undersigned hereby states, under penalty of perjury, that all information provided is true, accurate, and complete, and states that he/she has the authority to submit this Bid, which will result in a binding contract if accepted by Orange County.

We acknowledge receipt of the following amendment(s): \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_.

**I certify, under penalty of perjury, that I have the legal authorization to bind the firm hereunder:**

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

Address Name \_\_\_\_\_

City State Zip \_\_\_\_\_

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

E-mail \_\_\_\_\_ Printed Name \_\_\_\_\_

Signature of Person Authorized:

Signature \_\_\_\_\_

Printed Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

**Bidder Shall Return Completed Form with Offer.**

**RFP- 21002 FOOD SERVICE FOR ORANGE  
COUNTY CORRECTIONAL FACILITY**

**REFERENCE SHEET**

**LIST THREE (3) COMPANIES OR GOVERNMENTAL AGENCIES WHERE THESE ITEMS  
HAVE BEEN PROVIDED:**

**1. COMPANY NAME:**

\_\_\_\_\_

**ADDRESS:** \_\_\_\_\_ **TELEPHONE NO.** \_\_\_\_\_

**CONTACT PERSON:** \_\_\_\_\_ **TITLE:** \_\_\_\_\_

**2. COMPANY NAME:**

\_\_\_\_\_

**ADDRESS:** \_\_\_\_\_ **TELEPHONE NO.** \_\_\_\_\_

**CONTACT PERSON:** \_\_\_\_\_ **TITLE:** \_\_\_\_\_

**3. COMPANY NAME:**

\_\_\_\_\_

**ADDRESS:** \_\_\_\_\_ **TELEPHONE NO.** \_\_\_\_\_

**CONTACT PERSON:** \_\_\_\_\_ **TITLE:** \_\_\_\_\_

**Bidder Shall Return Completed Form with Offer.**



**Orange County Purchasing Department**

714 Border Street  
Orange, Texas 77630  
Phone (409) 882-7902  
Fax (409) 670-4170

May 3, 2021

To All Interested Vendors:

Due to recent legislative changes, in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5, Subtitle C, Chapter 171, all vendors who do business with a local government entity are required to complete a conflict of Interest questionnaire. We have attached the questionnaire to this letter and are asking that you complete the form where applicable, sign, date and return it with the attached Bid packet.

If you are not submitting a Bid, we still must have the questionnaire signed, dated and returned to us within thirty (30) days to ensure your ability to continue doing business with Orange County.

Thank you,  
Tim Funchess  
Purchasing Agent  
Orange County Texas

# CONFLICT OF INTEREST QUESTIONNAIRE

For vendor or other person doing business with local governmental entity

Form CIQ

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 of the Local government not later than the 7<sup>th</sup> 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.

OFFICE USE ONLY

Date Received

1

Name of person doing business with local governmental entity.

2

☐

Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than 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 7<sup>th</sup> business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3

Name each employee or contractor of the local governmental entity who makes recommendations to a local government officer of the governmental entity with respect to expenditures of money AND describe the affiliation or business relationship.

4

Name each local government officer who appoints or employs local government officers of the governmental entity for which this questionnaire is filed AND describe the affiliation or business relationship.

**Bidder Shall Return Completed Form with Offer**

# CONFLICT OF INTEREST QUESTIONNAIRE

For vendor or other person doing business with local governmental entity

Form CIQ

Page 2

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 other relationship. Attach additional pages to the 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

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

\_\_\_\_\_  
Date

**Bidder Shall Return Completed Form with Offer**

## LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

Section 176.003 of the Local Government Code requires certain local government officers to file this form. A "local government officer" is defined as a member of the governing body of a local governmental entity; a director, superintendent, administrator, president, or other person designated as the executive officer of a local governmental entity; or an agent of a local governmental entity who exercises discretion in the planning, recommending, selecting, or contracting of a vendor. This form is required to be filed with the records administrator of the local governmental entity not later than 5 p.m. on the seventh business day after the date on which the officer becomes aware of the facts that require the filing of this statement.

A local government officer commits an offense if the officer knowingly violates Section 176.003, Local Government Code. An offense under this section is a misdemeanor.

Refer to chapter 176 of the Local Government Code for detailed information regarding the requirement to file this form.

### INSTRUCTIONS FOR COMPLETING THIS FORM

*The following numbers correspond to the numbered boxes on the other side.*

1. **Name of Local Government Officer.** Enter the name of the local government officer filing this statement.
2. **Office Held.** Enter the name of the office held by the local government officer filing this statement.
3. **Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code.** Enter the name of the vendor described by Section 176.001(7), Local Government Code, if the vendor: a) has an employment or other business relationship with the local government officer or a family member of the officer as described by Section 176.003(a)(2)(A), Local Government Code; b) has given to the local government officer or a family member of the officer one or more gifts as described by Section 176.003(a)(2)(B), Local Government Code; or c) has a family relationship with the local government officer as defined by Section 176.001(2-a), Local Government Code.
4. **Description of the nature and extent of each employment or other business relationship and each family relationship with vendor named in Item 3.** Describe the nature and extent of the employment or other business relationship the vendor has with the local government officer or a family member of the officer as described by Section 176.003(a)(2)(A), Local Government Code, and each family relationship the vendor has with the local government officer as defined by Section 176.001(2-a), Local Government Code.
5. **List gifts accepted, if the aggregate value of the gifts accepted from vendor named in Item 3 exceeds \$100.** List gifts accepted during the 12-month period (described by Section 176.003(a)(2)(B), Local Government Code) by the local government officer or family member of the officer from the vendor named in item 3 that in the aggregate exceed \$100 in value.
6. **Affidavit.** Signature of local government officer.

**Local Government Code § 176.001(2-a):** "Family relationship" means a relationship between a person and another person within the third degree by consanguinity or the second degree by affinity, as those terms are defined by Subchapter B, Chapter 573, Government Code.

**Local Government Code § 176.003(a)(2)(A):**

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

\*\*\*

- (2) the vendor:

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

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

# LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

FORM CIS

(Instructions for completing and filing this form are provided on the next page.)

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

This is the notice to the appropriate local governmental entity that the following local government officer has become aware of facts that require the officer to file this statement in accordance with Chapter 176, Local Government Code.

## OFFICE USE ONLY

Date Received

1 Name of Local Government Officer

2 Office Held

3 Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code

4 Description of the nature and extent of each employment or other business relationship and each family relationship with vendor named in Item 3.

5 List gifts accepted by the local government officer and any family member, if aggregate value of the gifts accepted from vendor named in Item 3 exceeds \$100 during the 12-month period described by Section 176.003(a)(2)(B).

Date Gift Accepted \_\_\_\_\_ Description of Gift \_\_\_\_\_

Date Gift Accepted \_\_\_\_\_ Description of Gift \_\_\_\_\_

Date Gift Accepted \_\_\_\_\_ Description of Gift \_\_\_\_\_

(attach additional forms as necessary)

6 AFFIDAVIT

I swear under penalty of perjury that the above statement is true and correct. I acknowledge that the disclosure applies to each family member (as defined by Section 176.001(2), Local Government Code) of this local government officer. I also acknowledge that this statement covers the 12-month period described by Section 176.003(a)(2)(B), Local Government Code.

\_\_\_\_\_  
Signature of Local Government Officer

AFFIX NOTARY STAMP / SEAL ABOVE

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

\_\_\_\_\_  
Signature of officer administering oath

\_\_\_\_\_  
Printed name of officer administering oath

\_\_\_\_\_  
Title of officer administering oath

**NOTE: VENDOR MUST SUBMIT FORM CIS WITH OFFER**



## SPECIAL REQUIREMENTS INSTRUCTIONS

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### **Submission of FORM 1295 – Texas Ethics Commission – Form Below**

As of January 1, 2016, per House Bill 1295, the Texas Ethics Commission (TEC) requires **all awarded vendors** to complete a Certificate of Interested Parties (Form 1295) at the time of notification of award.

FORM 1295, Complete Instructions, and Login Instruction are available via the Texas Ethics Commission:

[https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

**Awarded Vendors** must visit the TEC website link below, enter the required information on Form 1295, and print a copy of the completed form. The form will include a certification of filing that will contain a unique certification number.

At the time of award, the Orange County Purchasing Department will submit a request to the Awarded Vendor to both:

1. Submit Form 1295 online via the Texas Ethics Commission website link:

[https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

2. Submit a printed copy of Form 1295, signed by an Authorized Agent of the awarded vendor and with this bid.

**CERTIFICATE OF INTERESTED PARTIES****FORM 1295**

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

**OFFICE USE ONLY**

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

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

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

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

5 Check only if there is NO interested Party. ☐

**6 AFFIDAVIT**

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

\_\_\_\_\_  
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

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

\_\_\_\_\_  
Signature of officer administering oath

\_\_\_\_\_  
Printed name of officer administering oath

\_\_\_\_\_  
Title of officer administering oath

**ADD ADDITIONAL PAGES AS NECESSARY****NOTE: VENDOR MUST SUBMIT FORM 1295 WITH OFFER**

## RESIDENCE CERTIFICATION

Pursuant to Texas Government Code §2252.001 *et seq.*, as amended, Orange 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:

(3) "Nonresident Bidder" refers to a person who is not a resident.

(4) "Resident Bidder" 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 Bidder of Texas as defined  
 \_\_\_\_\_  
 (Company Name)  
 in Government Code §2252.001.

I certify that \_\_\_\_\_ is a Nonresident Bidder as defined in  
[Company Name]  
Government Code §2252.001 and our principal place of business is \_\_\_\_\_

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[City and State]

**Bidder Shall Return Completed Form with Offer**