



NAVARRO COUNTY AUDITOR'S OFFICE

300 West Third Avenue, Suite 10
Corsicana, TX 75110-4672
E-mail: khollomon@navarrocounty.org

Terri Gillen, First Assistant
Junebe Beard, Internal Auditor
Jeannie Keeney, Assistant
Julie Jennings, Assistant
Natalie Robinson, Assistant
Gloria Turner, Assistant

Kathy B. Hollomon, CPA
County Auditor

Phone: (903) 654-3095 Fax: (903) 654-3097

November 7, 2011

REQUEST FOR PROPOSAL - RFP NO. 2012-J-007
FOOD SERVICES VENDOR

Navarro County is accepting proposals for a food services vendor. Sealed proposals will be received at the office of the County Auditor, Navarro County Courthouse, 300 West Third Ave., Suite 10, Corsicana, TX 75110, no later than 2:00 p.m. on Friday, December 2, 2011. Mark envelope: **RFP No. 2012-J-007 – Jail Food Services Contract.**

The contract will be awarded to the responsible offerer whose proposal is determined to be the most advantageous to the County, all facts considered, including but not limited to:

- Quality of services offered;
- Cost per meal;
- Experience providing jail food services;
- References from other jails.

Request for proposal packages are available in the Navarro County Auditor's Office at the above address and at the Navarro County web site at <http://www.co.navarro.tx.us/ips/cms/CountyFinancialReports/ActiveBidsRequest.html>.

Navarro County reserves the right to reject any or all proposals submitted and to waive any informalities in the best interest of the County. Late proposals will not be accepted.

Run dates: 11/13/11 and 11/20/11

Run as a classified line ad.



NAVARRO COUNTY AUDITOR'S OFFICE

300 West Third Avenue, Suite 10

Corsicana, TX 75110-4672

E-mail: khollomon@navarrocounty.org

Kathy B. Hollomon, CPA
County Auditor

Phone: (903) 654-3095 Fax: (903) 654-3097

Terri Gillen, First Assistant
Junebe Beard, Internal Auditor
Jeannie Keeney, Assistant
Julie Jennings, Assistant
Natalie Robinson, Assistant
Gloria Turner, Assistant

NAVARRO COUNTY, TEXAS
REQUEST FOR PROPOSALS NO. 2012-J-007
FOOD SERVICES VENDOR

SECTION I GENERAL INSTRUCTIONS AND INFORMATION

1.01 THE PURPOSE OF THIS DOCUMENT IS TO contract for FOOD SERVICES FOR THE NAVARRO COUNTY JAIL for a nine month period with an option to renew annually for one year term for a total of up to 5 years at the discretion of the Navarro County Sheriff and Commissioners Court. It is Navarro County's intent to obtain proposals from and the services of a qualified food vendor with experience meeting the bid specifications included in this RFP.

1.02 CONTACT: Offerors are cautioned that any oral statement by any representative of the County, modifying or changing any conditions of this RFP, is an expression of opinion only and confers no right upon the offeror.

Requests for information regarding matters related to this RFP should be directed to:

Sheriff Les Cotton or Chief Deputy Mike Cox
Navarro County Sheriff's Office
312 W. Second Ave, Corsicana, TX 75110
Telephone - (903)654-3002

1.03 SUBMISSION: Sealed proposals shall be received on December 2, 2011, no later than 2:00 p.m.

MARK ENVELOPE: RFP NO. 2011-J-007 – JAIL FOOD SERVICES

RETURN PROPOSALS TO: Navarro County Auditor's Office
300 West Third Ave., Ste. 10
Corsicana, TX 75110

Proposals must be submitted as instructed in this packet. Two (2) copies of your proposal shall be placed in a sealed envelope, with each appropriate page manually signed by a person having the authority to bind the *firm* in a contract. The proposal number and title must be clearly marked on the outside of the envelope. No elaborate binding or binders, please. Facsimile transmittal shall not be accepted.

1.04 NO OFFER: If offeror does not wish to submit a proposal at this time but desires to remain on the list for this service, please submit a "NO OFFER" by the same time and at the same location as stated above.

Navarro County is always conscious and extremely appreciative of the time and effort you must expend to submit an offer. We would appreciate your indicating on any "NO OFFER" response any requirements of this RFP, which may have influenced your decision to "NO OFFER".

1.05 ACCEPTANCE/REJECTION OF PROPOSALS: It is understood that the Navarro County Commissioners Court reserves the right to accept or reject any and/or all proposals as it shall deem to be in the best interest of the County. Receipt of any proposal shall under no circumstances obligate the County to accept the lowest proposal. The award of the contract shall be made to the responsible offeror whose proposal is determined to be the lowest and best evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other evaluation factors set forth in this request for proposals.

1.06 LATE PROPOSALS: Proposals cannot be altered or amended after submission deadline. Proposals received in the County Auditor's Office after the submission deadline shall be returned unopened and will be considered void and unacceptable. Navarro County is not responsible for lateness of mail, carrier, etc., and time/date stamped by Auditor's Office shall be the official time of receipt.

1.07 ALTERATION OF PROPOSALS: Any interlineations, alteration, or erasure made before the submission deadline must be initialed by the signer of the proposal, guaranteeing authenticity.

1.08 WITHDRAWAL OF PROPOSALS: A proposal may not be withdrawn or cancelled by the offeror for a period of sixty (60) days following the date designated for the receipt of proposal, and offeror so agrees upon submittal of their proposal.

1.09 ACKNOWLEDGEMENT OF PROPOSALS: Proposals will be received and publicly acknowledged at the location, date, and time stated above. Offerors, their representatives and interested persons may be present. Proposals shall be received and acknowledged only so as to avoid disclosure of the contents to competing offeror and kept secret during the negotiation/evaluation process. All proposals shall be open for public inspection after the contract is awarded, except for trade secrets and confidential information contained in the proposal so identified by offeror as such.

1.10 PROPOSAL PRICING: Proposals must be firm specific, stating exact dollar amount. No escalating bids. The method of payment will be from current operating funds. Each bidder shall use unit pricing.

1.11 CONFLICTS OF INTEREST: Offers must be accompanied by a Conflict of Interest Questionnaire (Form CIQ) as described in Local Government Code, Chapter 171.002. Form CIQ is attached to this RFP as Exhibit A.

SECTION II MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE OFFERERS

2.01 MINIMUM REQUIREMENTS: A prospective offerer must be able to meet the following requirements:

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

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

2.02 OFFERER SHALL PROVIDE with the proposal all documentation required by this Request for Proposal. Failure to provide this information may result in rejection of bid.

2.03 OFFERER AGREES TO defend, indemnify, and hold harmless Navarro 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 due to any negligent act or fault of the successful bidder or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from bid award. Successful bidder shall pay any judgment, with cost, which may be obtained against Navarro County growing out of such injury or damages.

2.04 RENEWAL OF CONTRACT: After first term of nine months, contract will continue at the same pricing per meal, unless notice of price increase is received by the Navarro County Auditor's Office by July 31 of the existing term.

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

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

1. Fails to meet delivery or completion schedules, or
2. Otherwise fails to perform in accordance with these specifications.

SECTION III INSTRUCTIONS and TERMS OF CONTRACT

- 3.01 SALES TAX:** Navarro County is, by state law, exempt from State Sales Tax and Federal Excise Tax, therefore, the bid price shall not include taxes.
- 3.02 CONTRACT AWARD:** Navarro County reserves the right to award contracts to one or more vendors as it deems to be in the best interest of the county.
- 3.03 CONTRACT:** This proposal, when properly accepted by Navarro County, shall constitute a contract equally binding between the successful offerer and Navarro County. Except by agreement, no different or additional term will become part of this contract with the exception of a Change Order.
- 3.04 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 by Navarro County.
- 3.05 DELIVERY:** All delivery and freight charges (FOB Navarro County designated location) are to be included in the bid price.
- 3.06 DELIVERY TIME:** Proposals shall show number of days required to deliver offered items(s) at the County's designated location. Failure to state delivery time may cause offer to be rejected. Successful offerer must keep Navarro County advised at all times of the status of the order.
- 3.07 EXCEPTIONS/SUBSTITUTIONS:** All timely filed offers meeting the intent of this Request for Proposal will be considered for award. Offerers taking exception to the specifications, or offering substitutions shall state the exceptions by attachment as part of the proposal. The absence of such a list shall indicate that the offerer has not taken exceptions and the offerer shall be responsible to perform in strict accordance with the specifications of the invitation. The Navarro County Commissioners' Court reserves the right to accept or not accept any part or all of the exception(s), and/or substitution(s), as deemed by the Commissioners' Court to be in the best interest of the county.
- 3.08 NEW & UNUSED CONDITION:** All contract items must be new and unused, unless otherwise clearly specified in writing, in first class condition, and of current manufacture. All equipment shall be furnished ready to use. All items not specifically mentioned, that are required for a complete unit, shall be furnished. Any items appearing in manufacturer's published specifications and not specifically listed herein are to be included with the bid. Any additions, deletions, or variations from the manufacturer's published specifications must be outlined in a letter attached to the Information to Offerers.

SECTION IV SPECIFICATIONS FOR FOOD SERVICE VENDOR FOR NAVARRO COUNTY JAIL

Vendor shall furnish all products and supplies in accordance with specifications as well as comply with the daily food cost and nutritional needs for the general population of the jail as follows:

- 4.01 The service agreement will specify that the Navarro County Sheriff's Office will purchase 100% of all food and supplies from the vendor including paper and cleaning products.
- 4.02 The Contractor must provide a four-week certified dietitian approved rotational menu with a minimum 2,500 calories ADA, as well as approved substitutions. This menu will be reviewed and approved annually.
- 4.03 Meals will be provided to both inmates and on duty detention officers. There are currently 190 to 250 inmates and on duty detention officers served at each meal.
- 4.04 The Contractor shall also provide complete coffee service for the Sheriff's Administration office at no extra charge.
- 4.05 The Contractor shall provide regional management who will make a minimum of one visit per month to the facility or as needed.
- 4.06 The Contractor shall provide all initial and ongoing training to both inmates and staff. Inmate training will include menu preparation, proper portioning, sanitation and personal cleanliness in a food preparation area. Staff training shall include menu preparation, proper portion control, inventory reports, grocery ordering, daily meal count sheets, food cost control and invoice reports.
- 4.07 The Contractor shall have the knowledge and expertise of "Kitchen Consulting Services". Should Navarro County decide to expand or renovate, the contractor will provide affordable equipment pricing and plans for a renovated or new kitchen facility. This service shall be included in the inmate meal price.
- 4.08 The Contractor shall provide a minimum of two references from facilities that they currently service.

SECTION V OFFER

Total Daily Cost of Meals per Inmate: _____

Period of Contract: January 1, 2012 to September 30, 2012

Offerer _____
Company Name

Address

Signature

Title
Phone: _____ Fax: _____

CONFLICT OF INTEREST QUESTIONNAIRE**FORM CIQ**

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

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

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the 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 knowingly 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 who has a business relationship with local governmental entity.

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

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

3 Name of local government officer with whom filer has employment or business relationship.

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

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

Yes No

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

Yes No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes No

D. Describe each employment or business relationship with the local government officer named in this section.

4

Signature of person doing business with the governmental entity

Date