

# **REQUEST FOR PROPOSAL 21/22-008**

BEE COUNTY LAW ENFORCEMENT CENTER  
JAIL FOOD SERVICE

RESPONSES DUE: FRIDAY, SEPTEMBER 2, 2022 AT 10AM

SEALED, QUALIFIED PROPOSALS SHALL BE DIRECTED TO:

**APRIL A. CANTU  
BEE COUNTY AUDITOR  
111 S. ST. MARY'S ST., SUITE 101  
BEEVILLE, TX 78102**

AND CLEARLY MARKED:

**REQUEST FOR PROPOSAL 21/22-008  
JAIL FOOD SERVICE**

**DO NOT OPEN UNTIL: SEPTEMBER 2, 2022 AT 2PM**

RFP PACKAGES WILL INCLUDE: 1 ORIGINAL AND 5 COPIES



BID RESPONSES RECEIVED AFTER THE CLOSING TIME AND DATE WILL BE RETURNED TO THE SENDER, UNOPENED. FACSIMILE (FAX) AND ELECTRONIC (EMAIL) BIDS ARE NOT ACCEPTED BY BEE COUNTY.

# REQUEST FOR PROPOSALS FOR BEE COUNTY LAW ENFORCEMENT CENTER JAIL FOOD SERVICE

The Bee County Law Enforcement Center (BCLEC) is seeking proposals for Jail Food Services. The BCLEC is a 143 bed facility with population averaging under 100 inmates. Vendor will provide four (4) weeks of rotating menus and the necessary food to prepare three (3) meals daily. Meals shall be based on a ~~2800~~ 3200 Calorie per day intake, with no dietary restrictions. Additionally, provide adaptive menus for inmates with special dietary needs.

## SECTION I

1. The Bee County reserves the right to reject any and all proposals, which in its judgment is in the best interest of the county and its employees.
2. Proposals shall conform to the attached specifications. Any deviation **will** be grounds for rejection of the proposal.
3. Proposals must be submitted to the Bee County Auditor's Office no later than **September 2, 2022 at 10:00 a.m.**
4. Proposals must be sealed, and clearly marked "**JAIL FOOD SERVICE Proposal 21/22-008**".
5. This contract will be in effect for a period of one (1) year with an option to renew for four (4) additional one-year periods. Upon approval by the Commissioner's Court of Bee County, the contract will begin on October 1, 2022.

## SECTION II

### SPECIFICATIONS: FOOD SERVICE VENDOR FOR BEE COUNTY

- 1) SCOPE AND INTENT:
  - a) To provide quality meals with consistent portion control for the inmates of Bee County Jail. The meals shall meet the food service requirements of the Texas Administrative Code Title 37 Part 9 Chapter 281.
  - b) The service agreement will specify that the BCLEC will purchase 100% of all food and supplies from the vendor, including paper and cleaning products.
  - c) Meals will be provided to both inmates and on-duty officers. There are currently 100 inmates and 6 on duty officers served at each meal.
- 2) GENERAL:
  - a) The BCLEC needs a vendor to prepare menus for three meals a day based on ~~2800~~ 3200 daily calorie intake and to provide the food items on the menu. Menus for special dietary needs also need to be prepared.
  - b) The menus should "rotate" such that an inmate has the same weekly menu no more often than every four weeks.
  - c) The vendor shall furnish all products and supplies in accordance with the specifications provided.
  - d) The vendor shall comply with the daily cost and nutritional needs for the general population of the jail.
  - e) The vendor shall provide regional management, who will make a minimum of one visit per month to the facility or as needed.

- f) The vendor shall have the knowledge and expertise of "Kitchen Consulting Services". Should the BCLEC decide to expand or renovate, the vendor will provide affordable equipment pricing and plans for a renovated or new kitchen facility; this service shall be included in the inmate meal price.
- g) The vendor shall provide a minimum of two references from facilities that they currently service.

3) EXISTING PERSONNEL:

- a) The BCLEC personnel and inmate trustees will prepare the meals daily.
- b) The vendor shall provide 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 sheet, food cost control, and invoice reports.

4) EXISTING KITCHEN APPLIANCES:

- a) The BCLEC is equipped with a commercial kitchen, in which existing appliances may be used for the preparation of meals.
- b) Proposed changes to equipment and serving methods will be considered.

5) INSURANCE AND BOND:

- a) The vendor shall procure and maintain for the duration of the contract, insurance against claims for injuries to person or damages to property that may arise from or in connection with the performance of the work there under by the contractor, the agents, representatives, employees, or subcontractor. The cost of such insurance shall be the responsibility of the contractor; Bee County, all public officials, employees, and volunteers shall be named as additional insured.
- b) Payments shall not become due and payable until such certificates have been received. Bee County reserves the right to require complete certified copies of all insurance policies, at any time, during this contract.

6) PRICING:

Total Daily Cost of Meals per Inmate: \_\_\_\_\_

Period of Contract: October 1, 2022-September 30, 2023

Vendor: \_\_\_\_\_

Company Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

## SECTION III

### INSTRUCTIONS TO VENDOR

Bee County reserves the right to withdraw the request for proposals for any reason or to reject any or all proposals or parts of all any specific proposal or proposals. Bee County further reserves the right to accept part or all of any specific proposal or proposals.

Proposals cannot be altered, amended, or withdrawn by the vendor after the proposal-opening deadline. Any interlineations, alteration, or erasure made before this deadline, must be initialed by the signer of the proposal, guaranteeing authenticity.

Bee County is exempt from Federal Excise and State Sales Tax; therefore, tax must not be included in the proposal price.

All prices quoted by the vendor will remain firm for a minimum of 90 days from the date of the proposal unless otherwise specified by the County or vendor.

All products offered shall be designated Freight On Board (FOB) Destination, with all delivery charges to be prepaid by the vendor. The vendor shall specify date of delivery.

Guarantees and warranties should be attached as a part of the proposal as they may be a consideration in awarding the contract.

The successful vendor's rights and duties awarded by the contract may not be assigned to another without the written consent of Bee County and signed by the County's Authorized Agent. Such consent shall not relieve the assigner of the liability in the event of default by the assignee.

Should there be a decline in the market price of the commodities provided during this contract, then Bee County shall have the benefit of such decline.

The proposal shall be based on, but not necessarily limited to:

- A. Unit price
- B. Total price
- C. Delivery price
- D. Quality and length of warranty
- E. Special needs and requirements of Bee County
- F. Bee County's experience with products proposed
- G. Vendor's past performance record with Bee County
- H. Bee County's evaluation of Vendor's ability

Bee County reserves the right to hold all proposals for thirty (30) days before final decision and ordering is made for this purchase.

Any ambiguity in the proposal as a result of omission, error, and lack of clarity or non-compliance by the vendor with specifications instructions and all conditions of proposing shall be construed in the favor of the County.

Bee County reserves the right to terminate the contract upon ten (10) days written notice if the vendor fails to perform in a manner deemed acceptable to the County. If the County chooses to terminate the contract, or if the vendor cannot supply the product, the second lowest vendor may be given an opportunity to complete the contract.

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 shall

not be effective unless signed by an authorized representative of Bee County.

Bee County may, by written notice to the successful vendor, cancel this contract with liability to the vendor if it is determined by the County that gratuities or bribes in the form of entertainment, gifts, or otherwise, were offered or given by the successful vendor, or its agent or representative to any county official, employee or elected representative with respect to the performance of the contract. In addition, the successful vendor may be subject to penalties, as stated in Title 8 of the Texas Penal Code.

Invoices shall be sent directly to:

Bee County Auditor's Office  
111 S. St. Mary's St., Suite 101  
Beeville, Texas 78102.

Payments are processed after the Auditor's office has been notified that the delivery is complete and has been accepted by an authorized representative of Bee County.

Bee County utilizes an automated purchase order system which requires the release of a purchase order number prior to delivery of all orders, supplies, equipment, and services. Bee County is not responsible for verbal orders placed by an employee outside the County Auditor Department. Vendors should always ask for a purchase order.

If a conflict of interest exists, the offer must be accompanied by a CONFLICT OF INTEREST QUESTIONNAIRE (FORM CIQ), as described in LGC Sec. 176.006 available upon request.

# CONFLICT OF INTEREST QUESTIONNAIRE

# FORM CIQ

For vendor doing business with local governmental entity

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

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

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

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

## OFFICE USE ONLY

Date Received

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

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

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

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

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

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

Yes       No

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

Yes       No

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

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

**7**

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

\_\_\_\_\_  
Date

## **CONFLICT OF INTEREST QUESTIONNAIRE**

### **For vendor doing business with local governmental entity**

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

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

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

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

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

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(2) the vendor:

- (A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that
  - (i) a contract between the local governmental entity and vendor has been executed; or
  - (ii) the local governmental entity is considering entering into a contract with the vendor;
- (B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:
  - (i) a contract between the local governmental entity and vendor has been executed; or
  - (ii) the local governmental entity is considering entering into a contract with the vendor.

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

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

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

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

- (1) the date that the vendor:
  - (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
  - (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or
- (2) the date the vendor becomes aware:
  - (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
  - (B) that the vendor has given one or more gifts described by Subsection (a); or
  - (C) of a family relationship with a local government officer.