



JEFFERSON COUNTY PURCHASING DEPARTMENT

Deborah L. Clark, Purchasing Agent

1149 Pearl Street, Beaumont, TX 77701 409-835-8593 Fax 409-835-8456

LEGAL NOTICE

Advertisement for Request for Proposal

November 9, 2009

Notice is hereby given that sealed proposals will be accepted by the Jefferson County Purchasing Division for RFP 09-161/KJS, Cafeteria Service for Jefferson County. Specifications for this project may be obtained from the website, <http://www.co.jefferson.tx.us>, or by calling 409-835-8593.

Proposals are to be addressed to the Purchasing Agent with the proposal number and name marked on the outside of the envelope. Offerors shall forward an original and five (5) copies of their proposal to the address shown below. Late proposals will be rejected as non-responsive. Proposals will be publicly opened and read aloud in the Jefferson County Commissioners' Courtroom at the time and date below. 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 public inspection after the award of the contract, except for trade secrets and confidential information. Offerors are invited to attend the sealed proposal opening.

There will be a pre-proposal conference on Thursday November 19, 2009 at 10:00 AM in the Purchasing Department.

| | |
|----------------------------|---|
| PROPOSAL NAME: | Cafeteria Service for Jefferson County |
| PROPOSAL NO: | 09-161/KJS |
| DUE DATE/TIME: | 11:00 AM, December 14, 2009 |
| MAIL OR DELIVER TO: | Jefferson County Purchasing Division 1149 Pearl Street, 1st Floor Beaumont, Texas 77701 |

Any questions relating to these requirements should be directed to Karen J. Smith MBA, Buyer, at 409-835-8593.

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

RESPONDENTS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE RFP.

Deborah L. Clark
Purchasing Agent
Jefferson County, Texas

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RFP 09-161/KJS
CAFETERIA SERVICE FOR JEFFERSON COUNTY

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1. PROPOSAL SUBMITTAL CHECKLIST

The Offeror's attention is especially called to the items listed below, which must be submitted in full as part of the proposal.

Failure to submit any of the documents listed below as a part of your proposal, or failure to acknowledge any addendum in writing with your proposal, or submitting a proposal on any condition, limitation, or provision not officially invited in this Request for Proposal (RFP) may cause for rejection of the proposal.

Offeror shall check each box indicating compliance.

THIS CHECKLIST MUST BE SUBMITTED AS PART OF YOUR PACKAGE

- Cover sheet identifying the contract/project being proposed, the name and address of the offeror, the date of the proposal, and the telephone facsimile numbers of Offeror.
- State any Restaurant experience with a list of restaurants owned/operated, including time periods.
- List a minimum of three (3) references, preferably within the restaurant/ catering/food service business.
- Provide a description of types of service to be provided to the public (i.e., restaurant, coffee shop, café, sandwich shop, etc.).
- State hours of operations.
- State proposed lease amount per month for total space available.
- Provide any additional information pertinent to Offeror's specific proposal.
- One (1) original and five (5) copies of the proposal should be mailed or delivered no later than 11:00 am, December 14, 2009 to the Jefferson County Purchasing Division, 1149 Pearl Street, First Floor, Beaumont, TX 77701.

Company

Telephone Number

Address

Fax Number

Authorized Representative (Please print)

Title

Authorized Signature

Date

2. GENERAL INFORMATION

VENDOR INSTRUCTIONS

Read the document carefully. Follow all instructions. You are responsible for fulfilling all requirements and specifications. Be sure you have a clear understanding of the proposal.

General Requirements apply to all advertised requests for proposals, however, these may be superseded, whole or in part, by the **Scope of Services, Guidelines and Specifications, Requested Responses and Information, or other data contained herein.** Be sure your proposal package is complete.

GOVERNING LAW

Offeror is advised that these requirements shall be fully governed by the laws of the State of Texas and that Jefferson 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.

AMBIGUITY, CONFLICT, OR OTHER ERRORS IN THE RFP

If the offeror discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP, offeror shall immediately notify the County of such error in writing and request modification or clarification of the document. Modifications will be made by issuing Addenda. Written notice will be given to all parties who have been furnished with the RFP without divulging the source of the request for the same. If the offeror fails to notify the County prior to the date and time fixed for submission of proposals of an error or ambiguity in the RFP known to offeror, or an error or ambiguity that reasonably should have been known to offeror, then offeror shall not be entitled to compensation or additional time by reason of the error or ambiguity or its later resolution.

The County may also modify the RFP, no later than 48 hours prior to the date and time fixed for submission of proposals, by issuance of an Addendum to all parties who have received the RFP. All addenda will be numbered consecutively, beginning with number one (1).

NOTIFICATION OF MOST CURRENT ADDRESS

Firms in receipt of this RFP shall notify Deb Clark, Jefferson County Purchasing Division, of any address changes, contact person changes, and/ or telephone number changes no later than 48 hours prior to the date and time fixed for submission of proposals.

PROPOSAL PREPARATION COST

The cost for developing proposals is entirely the responsibility of offerors and shall not be charged to Jefferson County.

SIGNATURE OF PROPOSAL

A transmittal letter, which shall be considered an integral part of the proposal, shall be signed by an individual who is authorized to bind the offeror contractually. If the offeror

is a corporation, the legal name of the corporation shall be provided together with the signature of the officer or officers authorized to sign on behalf of the corporation.

If the offeror is a partnership, the true name of the firm shall be provided with the signature of the partner or partners authorized to sign.

If the offeror is an individual, that individual shall sign. If signature is by an agent, other than an officer of a corporation or a member of a partnership, a power of attorney or equivalent document must be submitted to the Jefferson County Purchasing Division prior to the submission of the proposal or with the proposal.

ECONOMY OF PRESENTATION

Proposals shall not contain promotional or display materials, except as they may directly answer in whole or in part questions contained in the RFP. Such exhibits shall be clearly marked with the applicable reference number of the question in the RFP. Proposals must address the technical requirements as specified in the RFP. All questions posed by the RFP must be answered concisely and clearly. Proposals that do not address each criterion may be rejected and not considered.

PROPOSAL OBLIGATION

The contents of the proposal and any clarification thereof submitted by the selected offeror shall become part of the contractual obligation and incorporated by reference into the ensuing contract.

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, Jefferson County's interpretation shall govern.

IMPLIED REQUIREMENTS

Products and services not specifically mentioned in the RFP, but which are necessary to provide the functional capabilities described by the offeror, shall be included in the proposal.

COMPLIANCE WITH RFP SPECIFICATIONS

It is intended that this RFP describe the requirements and the response format in sufficient detail to secure comparable proposals. Failure to comply with all provisions of the RFP may result in disqualification.

EVALUATION

Evaluation shall be used as a determinant as to which proposed items or services are the most efficient and/or most economical for the County. It shall be based on all factors that have a bearing on price and performance of the items in the user environment. All proposals are subject to negotiation by the Purchasing Division and other appropriate departments, with recommendation to Commissioners' Court. Compliance with all requirements, delivery, and needs of the using department are considerations in evaluating proposals. Commissions are not the only criteria for making a recommendation. A

preliminary evaluation by Jefferson County will be held and the appropriate proposals will be subject to negotiation. Upon completion of negotiations, Jefferson County will make an award. **All proposals that have been submitted shall be available and open for public inspection seven (7) days after the contract is awarded, except for trade secrets or confidential information contained in the proposals.** Any material that is to be considered as confidential in nature must be clearly marked as such and will be treated as confidential by Jefferson County to the extent allowable in the Open Records Act.

WITHDRAWAL OF PROPOSAL

The offeror may withdraw its proposal by submitting a written request over the signature of an authorized individual, as described in paragraph 1.6, to the Purchasing Division any time prior to the submission deadline. The offeror may thereafter submit a new proposal prior to the deadline. Modification or withdrawal of the proposal in any manner, oral or written, will not be considered if submitted after the deadline.

AWARD

Jefferson County reserves the right to award this contract on the basis of the Highest and Best Offer in accordance with the laws of Texas, to waive any formality or irregularity, to make award to more than one offeror, and/or to reject any or all proposals. In the event the highest dollar offeror meeting specifications is not awarded a contract, the offeror may appear before Commissioners' Court and present evidence concerning his responsibility.

OWNERSHIP OF PROPOSAL

All proposals become the property of Jefferson County and will not be returned to offerors.

DISQUALIFICATION OF OFFEROR

Upon signing this proposal document, a contractor offering to sell supplies, materials, services, or equipment to Jefferson County certifies that the offeror has not violated the antitrust laws of this state codified in Section 15.01, et seq, Business & Commerce Code, or the Federal Antitrust Laws, and has not communicated directly or indirectly the offer 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.

CONTRACTUAL DEVELOPMENT

The contents of the RFP and the selected proposal will become an integral part of the contract, but may be modified by provisions of the contract as negotiated. Therefore, the offeror must be amenable to inclusion in a contract of any information provided (in writing) either in response to this RFP or subsequently during the selection process.

ASSIGNMENT

The selected vendor may not assign, sell, or otherwise transfer this contract without written permission of the Jefferson County Commissioners' Court.

CONTRACT OBLIGATION

Jefferson County Commissioners' Court must award the contract, and the County Judge or other person authorized by Jefferson County Commissioners' Court must sign the contract before it becomes binding on Jefferson County or the offeror. **Department Heads are not authorized to sign agreements for Jefferson County.** Binding agreements shall remain in effect until all products and/or services covered by this proposal have been satisfactorily delivered and accepted.

TERMINATION

Jefferson County reserves the right to terminate the contract for default if the awarded vendor breached any of the terms therein, including warranties of offeror, or if the bidder becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies Jefferson County may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all other requirements to Jefferson 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.

INSPECTIONS

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

TESTING

Jefferson County reserves the right to test equipment, supplies, material and goods proposed for quality, compliance with specifications, and ability to meet the needs of the user. **Demonstration units must be available for review. Samples of food goods will be required upon final evaluation.** Should the goods or services fail to meet requirements and/or be unavailable for evaluation, the offer is subject to rejection.

LOSS, DAMAGE, OR CLAIM

The offeror shall totally indemnify Jefferson County against all claims by its employees, agents, or representatives or personal injury arising from any cause. In addition, the offeror shall totally indemnify Jefferson County against all claims of loss or damage to the offeror's and Jefferson County's property, equipment, and/or supplies.

WAIVER OF SUBROGATION

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

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 substan-

tial financial transaction with any individual, organization, supplier, or subcontractor who does business with the County without disclosure.

ACKNOWLEDGMENT OF INSURANCE REQUIREMENTS

By signing its proposal, offeror acknowledges that it has read and understands the insurance requirements for this proposal. Offeror also understands that evidence of required insurance must be submitted within ten (10) working days following notification of acceptance of its offer; otherwise, Jefferson County may rescind its acceptance of the offeror's proposal. The insurance requirements are part of this package.

INSURANCE REQUIREMENTS

For Contractors doing business with Jefferson County (these Insurance Requirements superseded and replace all Insurance Requirements contained elsewhere in these documents).

1. General Considerations

It is a requirement of Jefferson County that Contractors must agree to the indemnity obligations set forth in the General Contract. Jefferson County reserves the right to participate in the defense of any claim or action that is brought against it.

To insure compliance with this policy, Jefferson County requires each Contractor to carry adequate insurance coverage with a company or companies acceptable to said Jefferson County. Jefferson County fully understands that no insurance policy of any company licensed to do business in the State of Texas is all encompassing in coverage or limit of liability.

2. Insurance Requirements

During the performance and up to the date of final payment, the Contractor must effect and maintain insurance hereafter checked as required. The first (primary) one million dollars (\$1,000,000) of Bodily Injury and Property Damage limits must be a company or companies licensed to do business in Texas. The excess over one million dollars (\$1,000,000) may be with either a licensed or non-admitted company provided the non-admitted company is (1) listed as approved to do business in Texas by the Texas Department of Insurance, (2) has a Best financial rating of A minus or better, with a policyholder surplus of Roman Number X or better, and (3) otherwise acceptable to Jefferson County.

All Comprehensive General Liability policies and Comprehensive Automobile Liability policies shall be endorsed to include Jefferson County as an Additional Insured and this shall be noted on the Certificates of Insurance.

All policies must be of the standard form of coverage as filed with and approved by the Commissioner of Insurance for the State of Texas or otherwise authorized. The Contractor shall not commence work under the Contract until it has obtained all insurance coverage required hereafter and such insurance has been approved by the Department of Law of Jefferson County.

Check if Required:

General Liability

a. ***Comprehensive (Commercial) General Liability***

The Contractor shall have and maintain during the life of the Contract such Bodily Injury Liability Insurance and Property Damage Liability Insurance as shall protect Contractor from claims for Bodily Injury and Property Damage arising from the Contractor's operations under the Contract, whether such operations are conducted by Contractor or by any subcontractor of said Contractor. The Bodily Injury Liability shall pay on behalf of the Insured all sums up to the limits provided by the policy which the Insured shall become legally obligated to pay as damages because of bodily injury, sickness or disease, including death at any time resulting therefore, sustained by a person other than an employee of the Contractor and caused by an occurrence. The Property Damage Liability Insurance shall pay on behalf of the Insured all sums up to the limits provided by the policy which the Insured shall become legally obligated to pay as damaged because of injury to, or destruction of property, including the loss of use thereof, caused by any occurrence.

This policy shall cover liability for damage to property caused by blasting or explosion or collapse, or structural injury to any building or structure, or damage to any property below the surface of the ground (explosion, collapse, and underground damage) as applicable.

b. ***Premises and Operations Liability***

The Contractor shall have and maintain during the life of the Contract such Premises and Operations Liability Insurance as shall protect Contractor and Jefferson County from liability resulting from the operations under the contract by the Contractor.

c. ***Products and Completed Operations Liability***

The Contractor shall provide such Products and Completed Operations Insurance as shall protect Contractor from liability arising out of the contract and including those products involved in the work for which Contractor is responsible.

d. ***Broad Form Contractual Liability***

The Contractor shall have and maintain during the life of the Contract such Contractual Liability Insurance as shall protect Contractor from liability resulting from the execution of the contract by Contractor. If coverage is not provided on the blanket form basis, a copy of the policy or endorsement providing coverage for contractual liability assumed by the Contractor under its contract with Jefferson County **must** be attached to the Certificate of Insurance.

Automobile Liability

e. ***Comprehensive (Business) Automobile Liability (all owned, hired, and none-owned)***

The Contractor shall have and maintain during the life of the contract such Comprehensive (Business) Automobile Liability (all owned, hired, and non-owned) Insurance as shall protect the Contractor for claims arising out of the ownership, operation, maintenance and use of land motor vehicles and trailers intended for use therewith.

Worker's Compensation and Employer's Liability

f. The Contractor shall have and maintain during the life of the contract Worker's Compensation Insurance conforming with the requirements of the laws of Texas and (if the box is checked) the Jones Act and the Longshoremen's and Harbor Workers' Compensation Act. In case of any employee or employees are not covered by such laws of Texas or the Jones Act or the Longshoremen's and Harbor Workers' Compensation Act, the Contractor shall provide Employer's Liability coverage for the protection of such employee or employees.

Property Damage Insurance

g. *Builder's Risk Insurance*

The Contractor shall have and maintain during the life of the contract such Property Insurance upon Contractor's entire work at the site to the completed value thereof. This insurance shall protect Jefferson County, as its interest may appear in the work, and shall insure against the perils of fire and extended coverage, and shall include "all risk" insurance for the physical loss or damage, including without duplication of coverage, theft, vandalism, and malicious mischief. All Risk Insurance may contain the normal exclusions, such as, but not limited to, flood, earthquake, mysterious disappearance, inherent vice, war, and nuclear. If Jefferson County requires coverage for flood or earthquake, specific requirements concerning same are set out hereafter in these specifications. If the Property Insurance contains a co-insurance provision, the Contractor shall be responsible for the amount of insurance satisfying the co-insurance amount so as to make the co-insurance clause inoperable.

If not covered otherwise, the Contractor shall have and maintain during the life of the contract similar Property Insurance on portions of the work stored off the site or in transit when such portions of the work are to be included in any payment.

h. *Other Insurance*

Professional Liability (error and omissions).

3. Additional Insurance Requirements

The Certificate or Certificates of Insurance **shall** contain the following provisions, to wit:

The coverage provided shall not be canceled, reduced in coverage, or allowed to lapse **unless and until** Jefferson County receives at least thirty (30) days' advance **written** notice of same. Said **written** notice must be delivered to the Purchasing Agent.

If this box is checked, each of the said policies set out above may contain a deductible features not in excess of \$_____ per occurrence. If a deductible feature is provided in a policy or policies, the Contractor **shall** be liable for said amount of any claim or loss.

4. Definition of “Contract”

The word “contract” above means the agreement between Jefferson County and Contractor for this project. The word “Contractor” means the successful Offeror who is the Contractor for this project. The limit “each person” is the monetary limit applied to each person injured in a given occurrence. The limit “each occurrence” is the limit of the total liability for claims, subject to the limit for “each person,” from one common cause. The word “aggregate” is the limit of the total liability for all damage of the specified coverage for each annual term of the insurance policy.

5. Certificate of Insurance

The Contractor is required to have a Certificate of Insurance properly executed by an insurance company or insurance companies authorized to do business in the State of Texas.

6. Minimum Limits of Coverage

Coverage shall be at least to the following minimum limits (see table on following page). If the Contractor has or obtains primary and umbrella excess policies, there shall be no gap between them.

General Liability

| | | |
|---|-------------|-----------------------------|
| (a) Comprehensive General Liability | | |
| Bodily Injury | \$1,000,000 | Each occurrence |
| | \$1,000,000 | Aggregate per project |
| Property Damage | \$1,000,000 | Each occurrence |
| | \$1,000,000 | Aggregate per project |
| (or) Combined Single Limit | \$1,000,000 | Per occurrence per project |
| (b) Premises and Operations Liability | | Same limits as in (a) above |
| (c) Products and Completed Operations Liability | | Same limits as in (a) above |
| (d) Contractual Liability | | Same limits as in (a) above |

Automobile Liability

| | | |
|--|-------------|-----------------|
| (e) Comprehensive Automobile Liability (all owned, hired, and non-owned) | | |
| Bodily Injury | \$1,000,000 | Each person |
| | \$1,000,000 | Each occurrence |
| Property Damage | \$1,000,000 | Each occurrence |
| | \$1,000,000 | Aggregate |
| (or) Combined Single Limit | \$1,000,000 | Per occurrence |

Worker’s Compensation and Employer’s Liability

| | | |
|--|-------------|------------------|
| (f) Worker’s Compensation | | Statutory amount |
| (including compliance with the Jones Act and Longshoremen’s and Harbor Worker’s Act as applicable) | | |
| Employer’s Liability | \$1,000,000 | Each occurrence |

Property Damage

| | | |
|--|-------------|------------------------|
| (g) Builder’s Risk Insurance | | \$(Value of Structure) |
| (h) Other Insurance Professional Liability | \$1,000,000 | |

PRE-PROPOSAL CONFERENCE

There will be a pre-proposal conference Thursday November 19, 2009 at 10:00 am at the Jefferson County Purchasing Department, 1149 Pearl Street, 1st Floor, Beaumont, Texas 77701.

DELIVERY OF PROPOSALS

All proposals are to be delivered by 11:00 am, central time, December 14, 2009 to:

Jefferson County Purchasing Division
Deborah L. Clark Purchasing Agent
1149 Pearl Street, First Floor
Beaumont, Texas 77701

Jefferson County will not accept any proposals received after the stated time and date, and shall return such proposals unopened to the offeror.

Jefferson County will not accept any responsibility for proposals being delivered by third party carriers.

Offeror must submit one (1) original and five (5) exact duplicate, numbered copies of the proposal (for a total of six (6)). Proposals will be opened publicly in a manner to avoid public disclosure of contents; however, only names of offerors will be read aloud.

List the Proposal Number on the outside of the box or envelope and note "Request for Proposal enclosed."

QUESTIONS

Any questions may be faxed to Karen J. Smith, MBA, Assistant Purchasing Agent at 409-835-8456 or e-mailed to: ksmith@co.jefferson.tx.us.

3. SCOPE

BACKGROUND

Jefferson County has approximately 1200 full and part time employees; members of the general public visiting the Courthouse are also available as a customer base. The existing 3,500 square foot cafeteria facility seats approximately 97 persons and is equipped with tables and chairs in the dining area. The kitchen/serving area is equipped with many industrial grade kitchen furnishings.

OBJECTIVE

It is the intent of Jefferson County to obtain a vendor to occupy, staff, and operate a cafe serving quality breakfast, lunch, and break time offerings in a cafe style format within the space specified on page 16 (floor plan). The successful Offeror will pay Jefferson County a monthly lease. The monthly payment shall be due by the 5th of each month. The physical facilities made available to the Contractor under this contract shall not be used by the Contractor in connection with any operations not specifically included herein.

The cafeteria shall operate Monday through Friday, with the exception of County Holidays during the hours of/about 7:00 am to 3:30 pm.

| | |
|-----------------------------|------------------------|
| New Year's Day | Labor Day |
| Martin Luther King, Jr. Day | Veterans' Day |
| Presidents' Day | Thanksgiving Day |
| Good Friday | Day after Thanksgiving |
| Memorial Day | Christmas Eve |
| July 4 th | Christmas |

The County reserves the right to renew the contract for additional terms of one (1) year each, for up to four (4) years.

INFORMATION TO BE INCLUDED IN PROPOSAL

The following items are to be included in Offeror's proposal:

- State any Restaurant experience with a list of restaurants owned/operated, including time periods.
- List a minimum of three (3) references, preferably within the restaurant/catering/food service business.
- Provide a description of types of service to be provided to the public (i.e., restaurant, coffee shop, café, sandwich shop, etc.).
- State hours of operations.
- State proposed lease amount per month for total space available.
- Provide any additional information pertinent to Offeror's specific proposal.

PROJECT DESCRIPTION

Responsibilities of the County

- Grant to the Contractor for the stipulated period, subject to the contract requirements and conditions set herein, the right to establish, manage, and operate a cafeteria-type restaurant and snack bar within the County Courthouse; and, in connection therewith, to prepare and sell food, non-alcoholic beverages, and other such products as the County may authorize.
- Approve any and all designs, furnishings, decorations, alterations, improvements, advertisements, etc., prior to any such action being taken by the Contractor.
- Provide the cafeteria facility, standard utilities, existing equipment, tables and chairs, and related utilities to the Contractor at no charge to the Contractor.
- Provide all preventive maintenance and repairs on all equipment related to the cafeteria operation, including refrigerators, freezers, ice machines, stoves, warmers, etc., that are used directly by the cafeteria operation. The Jefferson County Maintenance Department will maintain all building systems (HVAC, electrical, structural).

Responsibilities of the Contractor

- Grilling and/or cooking of foods on site is desired. The menu offerings could be prepared off site and transported to the cafeteria; however, on-site is preferred.
- The Contractor shall not operate a separate or alternate business that is oriented to catering or food service to the general public out of this cafeteria facility.
- The cafeteria shall provide a menu to accommodate the suggested time periods:
 - Breakfast: 7:00 am – 10:00 am
 - Break: 10:00 am – 11:00 am
 - Lunch: 11:00 am – 1:30 pm
 - Break: 1:30 pm – 3:30 pm
- The Contractor shall schedule outside vendors for rental space and collect appropriate fees.
- Only after prior approval of the County, may the Contractor make any improvements or alterations deemed necessary to the existing cafeteria.
- Operate and manage, under the Contractor's name, a cafeteria, snack bar, restaurant type operation within the County Courthouse. With respect to the cafeteria operation, patrons will be requested to remove trays, dishes, and utensils from tables to strategically located trash containers. The Contractor shall provide busboy service to remove any remaining soiled dishes or trash, and assure that tables and chairs are cleaned.

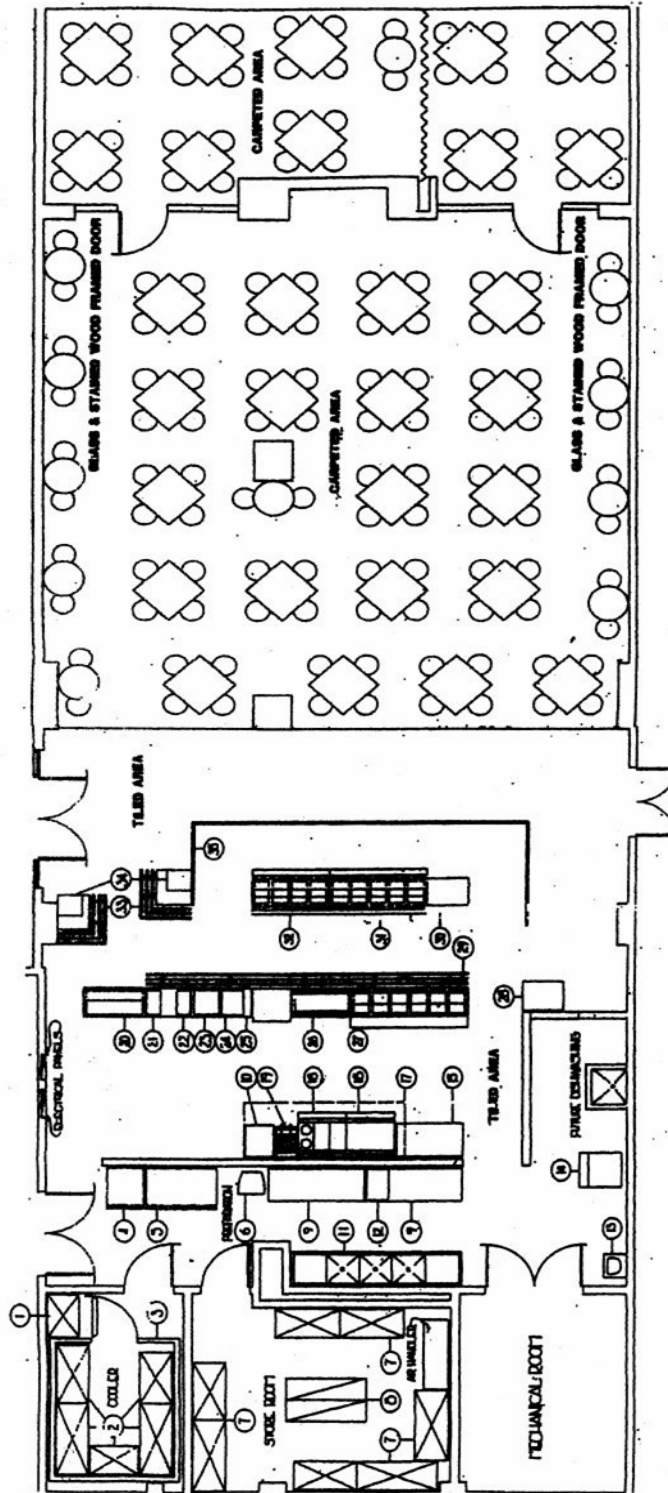
- Provide a variety of fresh, high-quality foods and beverages and all related condiments and paper products. The variety of quality and appearance shall be consistent with the highest food service industry standards for cafeteria. Contractor is not required to provide low fat, cholesterol, sodium, etc. selections, but if provided, such selections shall be identified as such.
- Make every effort to adhere to reasonable food cost ranges as submitted in the proposal.
- Recruit, train, supervise, and employ adequate cafeteria staff to efficiently operate the cafeteria during all normal hours of operation. Furthermore, the Contractor shall ensure that all employees assigned to work in the cafeteria by be physically able to do assigned work, and shall be free from communicable diseases.
- Provide any and all employee insurances and/or benefits to its employees. The County assumes absolutely no responsibility pertaining thereto.
- Ensure that employees are properly attired/uniformed when performing work assignments.
- Provide any equipment and utensils not listed herein required by the Contractor to carry out the cafeteria operation.
- Provide all custodial and janitorial service to the cafeteria area during all normal hours of operations.
- Assume full and total responsibility and liability for all employees and operation of the Contractor.
- Shall be responsible for all licenses and permits necessary to comply with all local, state, and federal mandates pertaining to food service operations.
- Provide Contractor's policy for Infectious Disease, submit full- and part-time employees to periodic health examinations as required by statute, and submit evidence of compliance to the County.

FACILITY INVENTORY

| Qty. | Description |
|-------------|-------------------------------------|
| | Kitchen Area/ |
| | Back Room Area |
| 1 | Arctic walk-in cooler |
| 2 | Carbon dioxide cylinder tanks |
| 1 | Deep freezers |
| 1 | Desk |
| 2 | Wooden chairs |
| 1 | Stainless steel counter top |
| 1 | Meat slicer (Hobart) |
| 1 | Stainless steel sink |
| 1 | Rolling cart |
| 1 | Blue baker's rack |
| 1 | 5-ft. ladder |
| 1 | Ice machine |
| 2 | Vacuum cleaners (Hoover and Eureka) |

| | Qty. | Description |
|--------------------------------|-------------|---|
| | | Various dishes |
| | 1 | Warmer (Hobart) |
| | 1 | Microwave (Magic Chef) |
| | 1 | Stainless stove and grill (Land) w/ vent-a-hood |
| | 1 | Deep fryer (Anets) |
| | 1 | Salad bar with freezer bottom (Randell) |
| | 1 | Ice cream bar |
| | 2 | Stainless steel tables |
| | 1 | Small stainless steel table |
| | 2 | Cash registers (Casio) |
| | 2 | Check-out tables with stainless steep tops |
| | 1 | Display rack |
| | 1 | Iced tea brewer (Bunn) |
| | 1 | Coffee brewer (Gemini) |
| | 1 | Soda dispenser (Servend) |
| | 1 | Salad Prep Table |
| | 1 | Ice water dispenser |
| | 2 | Stainless steel salad bars |
| | 2 | Long wooden benches |
| | 1 | Small buffet table |
| | 2 | Steam Tables |
| Eating Area | 4 | Wall pictures |
| | 1 | Large clock |
| | 2 | Garbage containers |
| | 12 | Tables for two |
| | 16 | Tables for four |
| | 97 | Wooden chairs |
| | 1 | Water dispenser (Remcor) |
| | 1 | Display rack |
| Private Conference Room | 1 | Table for four |
| | 1 | Large table with glass top |
| | 3 | Wooden chairs |
| | 2 | Vinyl chairs |
| Private Lawyer's Lounge | 27 | Wooden chairs |
| | 5 | Tables for four |
| | 1 | Checker table |

FLOOR PLAN



JEFFERSON COUNTY COURTHOUSE
CAFETERIA FLOOR PLAN

4. PROPOSAL PRICE SCHEDULE

CAFETERIA SERVICE FOR JEFFERSON COUNTY

Monthly Lease Fee \$ _____

Vendor name: _____

Address: _____

Phone: _____

Fax: _____

Authorized Signature

Name (Printed or Typed)

Title

Date

5. SELECTION PROCESS

EVALUATION CRITERIA AND FACTORS

The evaluation committee shall consist of Eddie Arnold, Commissioner, Pct. 1; Jeff Branick Assistant to the County Judge; Cary Erickson, Director of Human Resources; and Patrick Swain, County Auditor. Jefferson County Purchasing Division and the evaluation committee will first examine proposals to eliminate those that are clearly non-responsive to the stated requirements. Therefore, offerors should exercise particular care in reviewing the proposal format requirements.

| Criteria | Percentage |
|--|-------------------|
| How well the Offeror's proposal addresses the cafeteria designs and service requirements of the RFP | 10% |
| Demonstrated ability of the Offeror to provide quality foods and services in a clean environment as required by the County, including, but not limited to, all issues listed above | 20% |
| References | 15% |
| Quality of the overall operation proposed | 15% |
| Any cost to, or revenue to be received by, the County shall be fully detailed and identified | 40% |

PROCEDURE SELECTION REQUIRED FOR THIS RFP

The evaluation committee shall then independently score all remaining proposals based upon the evaluation factors detailed herein. Upon completion of the scoring, the committee may recommend short-listing the proposals that are rated the highest.

The detailed evaluation that follows the initial examination may result in more than one finalist. At this point, the evaluation committee may request presentations by Offerors (including food good samples), carry out contract negotiations for the purpose of obtaining best and final offers, and conduct detailed reference checks on the short listed offerors.

Jefferson County reserves the right to contact any and all references to obtain, without limitation, information regarding the offeror's performance on current and on previous projects. A uniform sample of references will be checked for each short-listed offeror.

Jefferson County reserves the right to request clarifications or corrections to proposals, or to issue such clarifications, modifications, and/or amendments as it may deem appropriate.

The Jefferson County Purchasing Agent reserves the right to waive minor irregularities in proposals, provided that such action is in the best interest of Jefferson County. Any such waiver shall not modify any remaining RFP requirements or excuse the offeror from full compliance with the RFP specifications and other contract requirements if the offeror is award the contract.

6. RFP SCHEDULE

| | |
|-----------------------------|----------------------|
| Request for proposal issued | November 9, 2009 |
| Pre-bid | November 19, 2009 |
| Proposal due date | December 14, 2009 |
| Evaluation of proposals | December 15-18, 2009 |
| Interviews (if applicable) | January 4-8, 2010 |
| Award of contract | January 11, 2010 |

7. REJECTION OF PROPOSALS

The Jefferson County Purchasing Agent reserves the right to accept or reject in whole or in part any or all proposal submitted. The Jefferson County Purchasing Agent shall reject the proposal of any offeror that is determined to be non-responsive.

The unreasonable failure of a offeror to supply information in connection with responsibility may be grounds for a determination of non-responsibility.

8. ACCEPTANCE OF PROPOSALS

The Jefferson County Purchasing Agent will accept all proposals that are submitted properly. However, the Jefferson County Purchasing Agent reserves the right to request clarifications or corrections to proposals.

9. REQUEST FOR CLARIFICATION OF PROPOSALS

Requests by the Jefferson County Purchasing Agent for clarification of proposals shall be in writing. Said requests shall not alter the offeror's pricing information contained in its cost proposal.

10. VALIDITY OF PROPOSALS

All proposals shall be valid for a period of ninety (90) days from the active closing date of the RFP.

11. PROPOSAL SUBMITTAL

INFORMATION TO BE INCLUDED IN PROPOSAL

The Proposal is due no later than 11:00 AM, December 14, 2009 and shall include the following:

- State any Restaurant experience with a list of restaurants owned/operated, including time periods.
- List a minimum of three (3) references, preferably within the restaurant/catering/food service business.
- Provide a description of types of service to be provided to the public (i.e., restaurant, coffee shop, café, sandwich shop, etc.).
- State hours of operations.
- State proposed lease amount per month for total space available.
- Provide any additional information pertinent to Offeror's specific proposal.

ANY AND ALL RELATED COST TO THE COUNTY, OR REVENUE TO BE RECEIVED BY THE COUNTY One (1) original and five (5) copies of the proposal should be mailed or delivered to:

**Jefferson County Purchasing Division
Purchasing Agent
1149 Pearl Street, 1st Floor
Beaumont, TX 77701**

**FAILURE BY A OFFEROR TO INCLUDE ALL LISTED ITEMS
MAY RESULT IN THE REJECTION OF THE PROPOSAL.**

12. VENDOR REFERENCES

Please list at least three (3) companies or governmental agencies (preferably a municipality) where the same or similar products and/or services as contained in this specification package were recently provided.

THIS FORM MUST BE RETURNED WITH YOUR BID.

REFERENCE ONE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Contract Period: _____ Scope of Work: _____

REFERENCE TWO

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Contract Period: _____ Scope of Work: _____

REFERENCE THREE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Contract Period: _____ Scope of Work: _____

13. AFFIDAVIT

State of: _____

County of: _____

Contingent Fees Statement: In accordance with Jefferson County’s _____, it is a breach of ethical standards for a person to be retained, or to retain a person, to solicit or secure a Jefferson County contract upon an agreement or understanding for a contingent commission, percentage, or brokerage fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business. After first being duly sworn according to law, the undersigned (Affiant) states that he/she is the _____ (Offeror) and that the Offeror has not retained anyone in violation of the foregoing.

Non-Discrimination Affidavit: After first being duly sworn according to law, the undersigned (Affiant) states that he/she is the _____ (Offeror) and that by its employment policy, standards, and practices the Offeror does not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal, or laying off of any individual due to his/her race, creed, color, national origin, age, or sex, and that the Offeror is not in violation of and will not violate any applicable laws concerning the employment of individuals with disabilities.

It is the policy of Jefferson County not to discriminate on the basis of age, race, sex, color, national origin, or disability in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities. With regard to all aspects of this contract, Contractor certifies and warrants it will comply with this policy.

And Further Affiant sayeth not:

By: _____

Title: _____

Address: _____

SWORN TO AND SUBSCRIBED BEFORE ME THIS _____ day of _____, 2009.

Notary Public

My commission expires: