



JEFFERSON COUNTY PURCHASING DEPARTMENT

Deborah L. Clark, Purchasing Agent

1001 Pearl Street, 3rd Floor, Beaumont, TX 77701 409-835-8593 Fax 409-835-8456

LEGAL NOTICE Advertisement for Request for Proposal

March 9, 2015

Notice is hereby given that sealed proposals will be accepted by the Jefferson County Purchasing Department for RFP 15-004/JW, Food Service for Jefferson County Correctional Facility. **Specifications for this project may be obtained from the Jefferson County 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 only the firm name will be 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 Meeting and Site Inspection Tour on Wednesday, April 1, 2015 at 10:00 am at the Jefferson County Correctional Facility, 5030 Highway 69 South, Beaumont, TX 77705.

PROPOSAL NAME: Food Service for Jefferson County Correctional Facility
PROPOSAL NO: RFP 15-004/JW
DUE DATE/TIME: 11:00 AM CST, Tuesday, April 14, 2015
MAIL OR DELIVER TO: Jefferson County Purchasing Department
1001 Pearl Street, 3rd Floor
Beaumont, Texas 77701

Any questions relating to these requirements should be directed to Jamey West, Contract Specialist, 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 INVITATION.

A handwritten signature in black ink that reads "Deborah Clark". The signature is written over a faint, circular watermark or stamp that is partially visible in the background.

Deborah L. Clark
Purchasing Agent
Jefferson County, Texas

Publish: Beaumont Enterprise & Port Arthur News – March 11th & March 18th, 2015

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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 and facsimile numbers of Offeror.
- An acknowledgment and/or response to each section of the proposal.
- Form of business (e.g., corporation, sole proprietorship, partnership); if corporation the date and state of incorporation.
- Identification of three (3) entities for which the Offeror is providing or has provided services of the type requested, including the name, position, and telephone number of a contact person at each entity.
- Identification of all legal claims, demands, contracts terminated or lawsuits filed, threatened, or pending against the Offeror and/or its principal/officers for the last three (3) years, as well as identification of any administrative actions or warnings taken or issued by any federal, state, or local governmental agency to Offeror and/or its principals/officers with regard to the provision of the same or similar service as covered by this RFP, or the payment of moneys under the terms of any agreement(s) relating to such services.
- Same contract with compensation sections blank.
- One (1) original and five (5) copies of the proposal should be mailed to delivered no later than **11:00 AM CST, Tuesday, April 14, 2015**, to the Jefferson County Purchasing Department, 1001 Pearl Street, Third Floor, Beaumont, TX 77701.

PLEASE READ THE "PROPOSAL SUBMITTAL CHECKLIST" INCLUDED IN THIS PACKAGE.

| | |
|---|---------------------------|
| _____ Company | _____ Telephone Number |
| _____ Address | _____ Fax Number |
| _____ Authorized Representative (Please print) | _____ Title |
| _____ Authorized Signature | _____ Date |

1. Introduction to Offerors

This Request for Proposal (RFP) is to receive proposals from qualified firms regarding Food Service for Jefferson County Correctional Facility.

The following items are provided as general information and specifications as required by the Jefferson County Purchasing.

1.1 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.

1.2 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.

1.3 Ambiguity, Conflict, or other errors in the RFP

If 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 1.

1.4 Notification of Most Current Address

Firms in receipt of this RFP shall notify Deborah L. Clark, Jefferson County Purchasing Agent, 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.

1.5 Proposal Preparation Cost

Cost for developing proposals is entirely the responsibility of Offerors and shall not be charged to Jefferson County.

1.6 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 Department prior to the submission of the proposal or with the proposal.

1.7 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.

1.8 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.

1.9 Incorporation by Reference and Precedence

This Agreement is derived from (1) the RFP, written clarifications to the RFP and County's response to questions; (2) the Contractor's Best and Final Offer, and (3) the Contractor's response to the RFP.

In the event of a dispute under this Agreement, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence: (1) Amendments to the Agreement in reverse chronological order; (2) the Agreement, including the Scope of Work; (3) the Contractor's Best and Final Offer; (4) the RFP, including attachments thereto and written responses to questions and written clarifications; and (5) the Contractor's response to the RFP.

1.10 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.

1.11 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.

1.12 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.

1.13 Evaluation

Jefferson County reserves the right to use all pertinent information (also learned from sources other than disclosed in the RFP process) that might affect the County's judgment as to the appropriateness of an award to the best evaluated Offeror. This information may be appended to the proposal evaluation process results. Information on a service provider from reliable sources, and not within the service provider's proposal, may also be noted and made part of the evaluation file. Jefferson County shall have sole responsibility for determining a reliable source.

Jefferson County reserves the right to conduct written and/or oral discussions/interviews after the proposal opening. The purpose of such discussions/interviews is to provide clarification and/or additional information to make an award in the best interest of Jefferson County.

1.14 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 Department 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.

1.15 Award

Jefferson County reserves the right to award this contract on the basis of the **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.

1.16 Ownership of Proposal

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

1.17 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.

1.18 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.

1.19 Assignment

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

1.20 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.

1.21 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.

1.22 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. 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.

1.23 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. Should the goods or services fail to meet requirements and/or be unavailable for evaluation, the offer is subject to rejection.

1.24 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.

1.25 Taxes

The contractor and its subcontractors, agents and employees, as the case may be, will be responsible for the payment of all federal, state and local taxes, and deposits or contributions imposed or required by law.

1.26 Non-Discrimination

The successful offeror will be required to comply with the Americans With Disabilities Act and with all provisions of federal, state, county and local (if any) laws and regulations to ensure that no employee or applicant for employment is discriminated against because of race, color, religion, sex, age, handicap or national origin.

1.27 Conflict of Interest

The agreement entered into pursuant to this RFP will contain the Contractor's warranty that, except for bona-fide employees or selling agents maintained by the Contractor for the purpose of securing business, no person or selling agency has been employed or retained to solicit this contract upon an agreement or understanding for commission, percentage or contingency.

Further, the contractor will warrant that no kickbacks, gratuities, or contingency fees have been paid in connection with this RFP or contract and none has been promised contingent upon the award of contract. And, will still further warrant that to its knowledge and best belief, no one being paid under the agreement between the County and the contractor, is engaged in any activities which would constitute a conflict of interest with respect to the purposes of said agreement.

1.28 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.

1.29 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 fifteen (15) 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.

1.30 Insurance Requirements

The contractor (including any and all subcontractors as defined in Section 1.31 below) shall, at all times during the term of this contract, maintain insurance coverages with not less than the type and requirements shown below. Such insurance is to be provided at the sole cost of the contractor. These requirements do not establish limits of the contractor's liability.

All policies of insurance shall waive all rights of subrogation against the County, its officers, employees and agents.

Contractor shall furnish Jefferson County with Certificate of Insurance naming Jefferson County as additional insured.

All insurance must be written by an insurer licensed to conduct business in the State of Texas with an AM Best Rating of A-VII or better.

Minimum Insurance Requirements

| | |
|--------------------|---|
| Public Liability | \$1,000,000.00 (To Include Products & Completed Operations) |
| Excess Liability | \$1,000,000.00 |
| Property Insurance | Improvements & Betterments* (*If Supplying Additional Equipment: Boiler & Machinery w/Spoilage Coverage) |

1.31 Worker's Compensation Insurance

1.31.1 Definitions:

- 1.31.1.1 **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, DWC-81, DWC-82, DWC-83, or DWC-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.
- 1.31.1.2 **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.
- 1.31.1.3 **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.

1.31.2 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.

1.31.3 The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract – refer to Section 1.30 above.

1.31.4 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.

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

1.31.5.1 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

1.31.5.2 No later than seven (7) 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.

1.31.6 The Contractor shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.

1.31.7 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.

1.31.8 The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Department of Workers' Compensation, 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.

1.31.9 The Contractor shall contractually require each person with whom it contracts to provide services on a project to:

1.31.9.1 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.

- 1.31.9.2 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.
- 1.31.9.3 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.
- 1.31.9.4 Obtain from each person with whom it contracts, and provide to the Contractor:
 - 1.31.9.4.1 A certificate of coverage, prior to the other person beginning work on the project; and
 - 1.31.9.4.2 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.
- 1.31.9.5 Retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter.
- 1.31.9.6 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
- 1.31.9.7 Contractually require each person with whom it contracts to perform as required by paragraphs 1.31.9.1 – 1.31.9.7, with the certificates of coverage to be provided to the person for whom they are providing services.
- 1.31.10 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.
- 1.31.11 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.

1.32 Pre-Proposal Conference

There will be a Pre-Proposal Meeting and Site Inspection Tour on Wednesday, April 1, 2015 at 10:00 am at the Jefferson County Correctional Facility, 5030 Highway 69 South, Beaumont, TX 77705.

1.31 Delivery of Proposals

All proposals are to be delivered by 11:00 AM CST, Tuesday, April 14, 2015.

**Jefferson County Purchasing Department
Attention: Deborah L. Clark, Purchasing Agent
1001 Pearl Street, 3rd Floor
Beaumont, Texas 77701**

Courthouse Security: Bidders are advised that all visitors to the Courthouse must pass through Security. Bidders planning to hand deliver bids must allow time to get through Security, as a delay in entering the Courthouse will not be accepted as an excuse for late submittal. Mondays and Tuesdays are particularly heavy days. Bidders are strongly urged to plan accordingly.

County Holidays – 2015:

| | | |
|----------------|-----------------|-----------------------------|
| January 1 | Thursday | New Year's Day |
| January 19 | Monday | Martin Luther King, Jr. Day |
| February 16 | Monday | President's Day |
| April 3 | Friday | Good Friday |
| May 25 | Monday | Memorial Day |
| July 3 | Friday | Independence Day |
| September 7 | Monday | Labor Day |
| November 11 | Wednesday | Veterans Day |
| November 26-27 | Thursday-Friday | Thanksgiving |
| December 24-25 | Thursday-Friday | Christmas |

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

1.32 Questions

Questions may be emailed to Jamey West, Contract Specialist at jwest@co.jefferson.tx.us

1.33 Tentative Schedule of Events

| | |
|---------------------------------------|---|
| March 9, 2015 | Issuance of Request for Proposal |
| April 1, 2015 | Pre-Proposal Conference |
| April 14, 2015 | Deadline Submission (late proposals will not be considered) |
| Week of April 20 th , 2015 | Proposals distributed to Evaluation Committee |
| Week of April 27 th , 2015 | Evaluation Committee Convenes to Tabulate Scoring and Determines Short List |
| Week of May 11 th , 2015 | Conduct Interview/Best and Final Offer/Short List |
| May 18, 2015 | Recommendation for Award |

Please note:

The above schedule of events is *tentative* in nature. Dates listed are subject to change.

2. Response Format

2.1 Introduction

Each proposal submitted in response to this RFP must be organized to correspond with those numbered sections of this RFP that require a response. Failure to arrange the proposal as requested may result in the disqualification of the proposal. Conciseness and clarity of content are emphasized and encouraged. Vague and general proposals will be considered non-responsive, and will result in disqualification. The response must be complete. Failure to provide the required information may result in the disqualification of the proposal. All pages of the proposal must be numbered and the proposal must contain an organized, paginated table of contents corresponding to the sections and pages of the proposal.

2.2 Organization of Proposal Contents

Each proposal must be organized in the manner described below.

- a. Transmittal Letter
- b. Executive Summary
- c. Table of Contents
- d. Offeror Identifying Information
- e. Offeror Personnel and Organization
- f. Project Requirements
- g. Cost Proposal (Use Pricing Form, Page 31)
- h. Other information that may be helpful in the evaluation

2.3 Transmittal Letter

The Offeror must submit a transmittal letter that identifies the entity submitting the proposal, and includes a commitment by that entity to provide the services required by the County. The transmittal letter must state that the proposal is valid for ninety (90) days from the deadline for delivery of proposals to the County. Any proposal containing a term of less than ninety (90) days for acceptance will be rejected as non-responsive.

The transmittal letter must be signed by a person legally authorized to bind the Offeror to the representations in the response. In the case of a joint proposal, each party must sign the transmittal letter. The Offeror also must indicate, in its transmittal letter, why it believes that it is the most qualified Offeror to provide the services described in this RFP.

The transmittal letter must include a statement of acceptance of the terms and conditions of the contract resulting from this RFP. If Offeror takes exception to any of the proposed terms and conditions stated in this RFP, those exceptions must be noted in the transmittal letter. However, Offeror must realize that failure to accept the terms specified in this proposal may result in disqualification of the proposal.

The transmittal letter must include a statement of acceptance of the Standards of Performance for the contract resulting from this RFP.

2.4 Executive Summary

The Offeror must provide an executive summary of its proposal that asserts that the Offeror is providing in its response all of the requirements of this RFP. The executive summary must not exceed three (3) pages, and must represent a full and concise summary of the contents of the proposal. The executive summary must not include any information concerning the cost of the proposal. The Offeror must identify any services that are provided beyond those specifically requested. If the Offeror is providing services that do not meet the specific requirements of this RFP, but in the opinion of the Offeror are equivalent or superior to those specifically requested, any such differences must be noted in the executive summary. However, the Offeror must realize that failure to provide the services specifically required may result in disqualification of the proposal.

2.5 Table of Contents

Each proposal must be submitted with a table of contents that clearly identifies and denotes the location of each title and subtitle of the proposal. Additionally, the table of contents must clearly identify and denote the location of all enclosures of the proposal. The table of contents must follow the RFP's structure as much as is practical.

2.6 Offeror Identifying Information

Offerors must provide the following identifying information:

- a. Name and address of business entity submitting the proposal;
- b. Type of business entity (i.e., corporation, partnership);
- c. Place of incorporation, if applicable;
- d. Name and location of major offices and other facilities that relate to the Offeror's performance under the terms of this RFP;
- e. Name, address, business and fax number of the Offeror's principal contact person regarding all contractual matters relating to this RFP;
- f. The Offeror's Federal Employer Identification Number, Jefferson County Vendor Number and Jefferson County Business License Number, if any;
- g. Full name and address for each member, partner, and employee of the Offeror (and any subcontractors) who will perform service's on this project; and
- h. A statement regarding the financial stability of the Offeror, including the ability of the Offeror to perform the functions required by this RFP and to provide those services represented by the Offeror in its response.

2.7 Conflict of Interest

Each Offeror must disclose any existing or potential conflict of interest relative to the performance of the requirements of this RFP. Examples of potential conflicts may include an existing business or personal relationship between the Offeror, its principal, or any affiliate or subcontractor, with the County or any other entity or person involved in any way in the project that is the subject of this RFP. Similarly, any personal or business relationship between the Offeror, the principals, or any affiliate or subcontractor, with any employee of the County or its suppliers must be disclosed. Any such relationship that might be perceived or represented as

a conflict must be disclosed. Failure to disclose any such relationship or reveal personal relationships with state employees may be cause for contract termination. The County will decide if an actual or perceived conflict should result in proposal disqualification.

Each Offeror must reveal any past or existing relationship between the Offeror, its principal, employees, or any affiliate or subcontractor, with any county agency, entity, county employee, or other person in anyway involved in the county's procurement and/or contracting processes. It shall be the sole prerogative of the County to determine if such relationship constitutes a conflict of interest.

By submitting a proposal in response to this RFP, all Offerors affirm that they have not given, nor intend to give, at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant or any employee or representative of same, in connection with this procurement.

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

3. Proposal Submittal

The Proposal is due no later than 11:00 AM CST, Tuesday, April 14, 2015, and shall include the following:

- Cover sheet identifying the contract/project being proposed, the name and address of Offeror, the date of the proposal, and the telephone and facsimile numbers of Offeror.
- An acknowledgment and/or response to each section of the proposal.
- Form of business (e.g., corporation, sole proprietorship, partnership); if corporation the date and state of incorporation.
- Identification of three (3) entities for which the Offeror is providing or has provided food services of the type requested, including the name, position, and telephone number of a contact person at each entity.
- Identification of all legal claims, demands, contracts terminated or lawsuits filed, threatened, or pending against the Offeror and/or its principal/officers for the last three (3) years, as well as identification of any administrative actions or warnings taken or issued by any federal, state, or local governmental agency to Offeror and/or its principals/officers with regard to the provision of the same or similar service as covered by this RFP, or the payment of moneys under the terms of any agreement(s) relating to such services.
- Same contract with compensation sections blank.
- One (1) original and five (5) copies of the proposal should be mailed to delivered to:

Jefferson County Purchasing Department
Attention: Deborah L. Clark, Purchasing Agent
1001 Pearl Street, 3rd Floor
Beaumont, TX 77701

- Explanations, exceptions, comments, etc., pertaining to the specific sections of the specifications. All comments shall be listed and numbered in order of the respective article of the specification.
- Data submitted must be in the same order as in this RFP. A table of contents must be included indicating page numbers, attachments and appendices.
- All proposals must be typed.
- Offerors are requested to submit all information in a three-ring binder.
- All supporting documentation must be pertinent and clearly identified as to which section of the RFP it specifically refers.
- Each proposal must be signed by the Contractor's authorized representative with his/her usual signature. Proposals by partnerships must be signed with the partnership name by one of the partners. Proposals by corporations must include the state of incorporation, date of incorporation and the signature of the President, Secretary or other person authorized to bind it in the matter. The name of each person signing must be typed or printed below the signature.

Note. It is the responsibility of the Contractor to see that its proposal is received by the Jefferson County Purchasing Agent prior to the scheduled opening hour.

4. Scope of Services

4.1 Background and Scope

The Jefferson County Correctional Facility requests proposals for the operation of corrections food services. This is a Request for Proposal (RFP) from qualified food service companies (hereinafter referred to as Contractor) and not an offer nor an order by the Correctional Facility.

The Correctional Facility currently houses both male and female prisoners. The population, both staff and inmates, is presently as follows, but fluctuates daily and will continue to do so throughout the life of the contract. The Correctional Facility guarantees no population, either inmate or staff, at any given time.

| Facility | Rated Capacity | Average Population |
|-----------------|-----------------------|---------------------------|
| Jail Staff | N/A | 260 |
| Jail Inmates | 1268 | 855 |

The Correctional Facility kitchen is equipped to provide adequate support for preparing 3,000 meals per day. Meals are provided to all Correctional Facility personnel three times per day. Inmates, under the direct supervision of an outside food service company prepare and serve all meals. Meals are served utilizing the Alladin Tray System into cell areas where inmates dine. Serving trays are recovered from the cell areas by inmate labor and returned to the kitchen for proper disposal. Compartment trays are used in the dining hall.

Medical Diets. Medical diets average 65per meal.

Staff Dining. Staff work eight-hour shifts, 7:00 am to 3:00 pm and 3:00 pm to 11:00 pm, and 11:00 pm to 7:00 am.

4.2 Cost Submittal Rates

Costs shall be given for each of the following:

- Inmate meals
- Staff member meals
- 24-hour coffee service for staff and visitors, including coffee, cream, sugar and filters.
- Medical Supplement meals such as Ensure, diabetic snacks, etc.

4.3 Proposal Instructions

Proposals must be prepared in accordance with the following instructions to be entitled to consideration:

Prior to submitting a proposal the Contractor shall:

- Carefully examine the specifications.
- Fully inform itself as to the facilities, conditions and limitations.
- Include sufficient data in the proposal to adequately cover all items required by the contract.
- Contractor is strongly encouraged to attend the Pre-Proposal Meeting and Site Inspection Tour on Wednesday, April 1, 2015 at 10:00 am at the Jefferson County Correctional Facility, 5030 Highway 69 South, Beaumont, TX 77705.

4.4 Interpretation

Should a Contractor find discrepancies in or omissions from the specifications, or be in doubt as to their meaning, they should address their concern, in writing, to the Purchasing Agent who will issue an Addendum to all Contractors. The County will not be responsible for oral interpretations. Questions received less than ten (10) business days prior to submission deadline will not be answered. This RFP, all Addenda and the Contractor's response and amendments shall be incorporated into the resulting contract.

4.5 Terms of Contract

The terms of the contract shall be one year, June 2015 through June 2016, retaining the right to exercise four (4) one year options. Jefferson County will notify the Contractor no later than 60 days prior to the beginning of each option renewal year of its intent to extend the contract or to request new proposals.

4.6 Modifications

No oral, telephonic or facsimile proposals or modifications shall be considered.

4.7 Basis of Award

Each Contractor must submit complete specifications and detailed descriptions of the services and items it proposes to supply under the contract. Jefferson County's decision to award the contract shall be based upon qualifications of the Contractor and the service operations plan or plans (operational methods, management services and other pertinent information) most advantageous to the Correctional Facility.

4.8 Proposal Bond

A Proposal Bond of Five Percent (5%) of the total bid price, executed with a surety company authorized to do business in the state of Texas, must be included with each proposal.

4.9 Performance Bond

Within ten (10) days of the award of the contract the successful bidder shall furnish a Performance Bond to Jefferson County in the full amount of the bid.

4.10 Right to Change RFP

Jefferson County reserves the right to change the terms and conditions of this RFP. Potential Contractors will be notified, in writing, of any material changes.

4.11 Notice of Award

The successful bidder will be notified upon award of the contract. The successful bidder must enter into a formal contract, substantially like the samples found at page 39, within thirty (30) days of the notice of award.

4.12 Mandatory Responses

Offeror is expected to provide all information requested in this RFP. In any case that Offeror has not responded to specific requirements, Jefferson County assumes that Offeror unconditionally accepts the requirements as set out in that section unless Offeror specifically states in its proposal reasons it is unable to comply with those requirements.

4.13 Right of Rejection

Jefferson County reserves the right to reject any or all proposals at its sole discretion.

4.14 Contractor Information Requirements

The following information must be included in each proposal. The information will give the County an overview of the Offeror's business operation.

Headquarters Office:

| Questions | | Answers to Cover in Proposal |
|--------------------------|---|--|
| Location | | City, state, zip code, phone number, fax number, e-mail address. |
| Services available | | Describe in detail. |
| Financial | Ownership | Public or private. |
| | Credit rating | Bank or other recognized rating. |
| | Account procedures | Describe in detail. |
| | Audit control | Example. |
| Management | Background of top management | Describe education and experience. |
| | Degree of participation in local operations | Describe 0% to 100%. |
| | Reputation | List of Accounts and Contracts – list of references for similar operations to those covered by this RFP, as well as permission to contact. |
| Organizational Structure | Area of activity | Geographic location(s). |
| | Total Number of Operations | Number of units and annual gross. |
| | Structure of National Supervision | Number of regions. |
| | Span of Control | Levels of management. |
| Operating Procedures | Effective written operating procedures | Yes or no – describe and provide sample(s). |
| | Purchasing | Is purchasing handled by headquarters or by each operating location? Describe procedures in detail. |
| | Accounting | Accounting system computerized? Describe. Is staff available for cost analysis, research? |
| | Invoicing and payment | Are accounts receivable/payable handled by headquarters or by each location? Describe. |
| | Communication | How often are local operations visited? What is the nature of support and supervision of the local operation? |
| Personnel Relations | Fringe benefits program | Describe in detail. |
| | Recognition program | Are there incentive or recognition programs in place? Describe. |
| | Profit sharing | Explain. |
| | Retirement program | Cost of program. |

Regional Office:

Provide location, phone number, facsimile number, name and title of contact person.

Proposed Jefferson County Correctional Facility operations:

Provide background information on proposed facility managers and all key personnel to include: experience in a corrections environment, full resumes for management candidates and job descriptions for other key personnel.

4.15 Responsibilities of Jefferson County

Jefferson County will provide, install and permit the Contractor to use the capital equipment the County deems necessary for food service and related activities. Given proof of adequate maintenance, the County will replace equipment it has provided as it deems necessary, considering the average life of the equipment as determined by the manufacturer as well as any extraordinary circumstances.

Jefferson County shall provide all utilities necessary for the performance of food service operations. Note: Jefferson County will not guarantee an uninterrupted supply of water, gas, electricity, heat, air-conditioning or phone service. Jefferson County will, however, be diligent in restoring service following any interruption. Jefferson County will provide a master telephone line (no extensions) in the food service office of the kitchen. The phone will be provided without charge for local use only. Jefferson County will bill the Contractor for any and all long distance calls.

The Correctional Facility will provide an accurate meal count by type, to be served to inmates, staff and visitors to the Contractor.

Jefferson County will provide ingress/egress, subject to security requirements, for the Contractor's employees.

The Correctional Facility will provide office space and the following furniture for the Contractor in the kitchen area:

- Desk
- Four-drawer file cabinet
- Desk Chair
- Visitor's Chair
- Bookshelf

Any other furniture and/or equipment for the office must be provided by the Contractor. Such equipment must be inventoried and a copy of the inventory provided to the designated facility food service administrator.

The administration and management of this contract for the Jefferson County Correctional Facility is the direct responsibility of the Jefferson County Sheriff. The Sheriff has delegated day to day responsibility for contract administration/communication purposes to the County food service administrator and/or a delegated representative.

Any adjustment to the level of service, rate per meal compensation or any other material matters concerning the terms of the contract shall be governed by the terms of the contract

The Sheriff shall be the agent of the County and shall act on its behalf to enforce the provisions of the contract.

Jefferson County is responsible for the total cost and implementation of a regular monthly program for the extermination of rodents, vermin and other unsanitary vectors in the kitchen, warehouse and storage areas.

4.16 Responsibilities of the Contractor

Daily Meal Production Requirements, Contractor must provide the following meals per day:

Correctional Facility Staff Serving Hours

Breakfast: 3:30 am – 5:00 am
Lunch: 10:00 am – 12:30 pm
Dinner: 3:30 pm – 5:30 pm.

Inmate Serving Hours

Breakfast: 4:00 am – 5:15 am
Lunch: 10:40 am – 11:45 pm
Dinner: 3:40 pm – 4:45 pm

Medical Nourishment

As ordered per medical staff.

4.17 Purchasing

The Contractor must provide the minimum specifications to be used in the purchase of all food products and disposable service ware. The specifications provided must address the levels of quality, grade, size, pack, count and all other relevant information. Jefferson County must approve, in writing, any changes from the stated specifications. For the record, all food purchased for use under this contract must meet at least the following specifications:

- Beef, veal, pork and lamb must at least be USDA Good. The maximum fat and/or soy content of all ground meat products to be used must be indicated in the RFP. All breaded items must have a product weight of at least 3 ounces before breading.
- Poultry must be at least USDA Grade B. All breaded items must have a product weight of at least 3 ounces prior to breading.
- Canned fruits and vegetables must be served at a ½ cup of eatable substance.
- Frozen fruits and vegetables must be at least USDA Grade B.
- Fresh produce must be at least USDA Grade No. 2 and minimum 138 count size to meet the nutritional requirements in specification 5.4.
- Dairy products must be at least USDA Grade A. 2% fluid milk must be served as a beverage. All breaded items, with the exception of meat and poultry items, must have a product weight of at least 4 ounces prior to breading.
- Eggs must be at least USDA Grade A Medium.
- Frozen fish and seafood must be a nationally distributed brand, packed under continuous government inspection. All breaded items must have a product weight of at least 3 ounces prior to breading.
- A minimum of 60% of the bread items served must be whole grain products. Day old breads may be purchased but must be used within 48 hours or frozen until the time of use.
- Casserole dished items must contain at least 2 ounces of meat per serving and served no more than 3 times per week..

Receiving. The Contractor is responsible for receiving all goods at all locations and schedule delivery with Jefferson County.

Salespersons. The Contractor should encourage all salespersons to call at their district/area offices. If a salesperson must call on the Contractor's unit manager, the appointment must be

set up and arrangements made for the salesperson to check in at the facility. The food service representative must coordinate all visits with security personnel.

Storage. The Contractor must provide within its response a statement detailing how it will provide for the correct handling, prompt storage and rotation/issue of food items purchased for use.

Inventory. The Contractor must provide a statement as to how often a physical inventory of unprocessed foods, commodity foods and supply items will be taken. The method for conducting the inventory and the disposition of the data collected must be explained in detail.

Food Inventory Buy-Out. The Contractor must purchase the current Contractor's current inventory of all food items on hand at the beginning of the contract.

4.18 Menus

The Contractor must supply three meals per day. Cold meals must remain within the nutritional/caloric guidelines spelled out in this agreement. Exception: Emergency cold meals may be served by authority of the Sheriff only.

4.19 Cycle

A representative 28-day cycle menu must be submitted with the proposal. This menu must meet the standards of the Texas Commission on Jail Standards (TCJS). Portions must be designated on the menu per the portion standards set in section 4.17 of this document. This includes all condiments, seasonings, sweeteners, butter and similar items.

4.20 Cook's Choice

The menu can be designed to permit a cook's choice every two weeks. The same food must be served to each inmate in the facility. This is permitted in order to allow the Contractor to clear its inventory of cooked foods on a regular basis. A Cook's Choice must be noted on the posted menu. It is also required that foods that are held longer than 72 hours must be frozen until the time of service. Maximum freezer shelf life shall be no longer than 30 days for any food prepared on-site.

4.21 Contingency Meals

The Contractor shall provide food service at no additional cost to Jefferson County for inmates and staff in the event of lock downs, riots, fire, hurricanes, power failure or other events that would cripple the normal operations of a detention facility. At a minimum, the Contractor must maintain an on-premises inventory sufficient to prepare and serve five (5) days of scheduled meals.

4.22 Menu Changes

Changes in the planned menu must be noted in writing on the menu in the kitchen and the corrected menu filed with Jefferson County food service administrator as soon as the change is determined to be necessary.

Documentation of menus as they are actually served must be maintained as verification of providing a nutritionally adequate diet. The Contractor must submit such documentation weekly to Jefferson County.

The Sheriff or designee reserves the right to request changes in the menu when it becomes noticeable that a particular menu item is not being eaten, repetition of the item creates a problem with the inmates or the facility management receives numerous, verifiable complaints about a particular item.

4.23 Menu Posting

The menu must be posted in each staff dining area, in the office of Jefferson County food service administrator and the kitchen one (1) week in advance.

4.24 Therapeutic Diets

Therapeutic diets must be available upon medical authorization. Specific diets must be prepared and served to inmates according to the orders of the attending physician or dentist, or as directed by a responsible health authority official. Medical diets, verified by a registered dietician must be specific and complete and will be furnished in writing by the Contractor. Special diets must conform as closely as possible to the food served other inmates. The source book to be used is the *Simplified Diet Manual with Meal Patterns*, latest edition, published by the Iowa Dietetic Association, or a comparable source subject to the approval of Jefferson County.

4.25 Religious Diets

Religious diets must be approved by the Sheriff or his designee and must be submitted in writing to the Contractor. Religious diets must be simple and conform as closely as possible to the food served other inmates.

4.26 Holiday Meals

Traditional meals must be served on Thanksgiving, Christmas and Easter with no increase in price. The menu must be approved by the Jefferson County Sheriff.

4.27 Nutrition Requirements

Menu Certification. Menus must be reviewed and certified by a registered dietitian that they are in compliance with TCJS. The Contractor must provide to Jefferson County written certification of this review for each cycle menu prior to implementation. This certification must be presented to and approved by Jefferson County prior to the Contractor assuming responsibility for the contract.

Menu Substitutions. All substituted items in the menus served must be of equal nutritional value as the original menu item. Any major changes must be certified and signed by a registered dietitian. The dietician shall meet with the infirmary director yearly.

Daily Calorie Requirements. The daily calorie requirement for inmate meals will be 2,700 calories.

4.28 Staff Meals

Staff meals are eaten in the Officer Dining Room. It is the intention of the administration to provide enhanced meal service to the staff. The basic meals can be the same meals as inmates receive. The food service shall provide a minimum of two entrées or two meal choices. A salad bar with tossed greens, assorted vegetables, fruits, croutons and other salad bar items is to be set up and maintained during the lunch and dinner hours.

4.29 Food Preparation

The Contractor must describe in detail the food preparation method proposed.

All food portion sizes must be cooked weight or must be specifically identified as raw weight. Portions must be listed on the menu which is submitted in the proposal response.

All foods are to be portioned in the kitchen either in disposable containers or on insulated or permanent ware trays. Inmate workers must not be given the responsibility for portioning food without the constant direct supervision of a Contractor's employee.

Condiments (salt, pepper and sugar substitute) should be in individual packets. Others can be dispensed from bulk. No sugar is to be served to inmates. Sugar substitutes may be used.

The Contractor must specify all paper, plastic, sacks, oven-proof dishes and other expendable items it will require for use in the operation of the food services facility. Aprons, hairnets, hats and plastic gloves for use by the inmate workers will be supplied by Jefferson County.

The Contractor, within its proposal, is to provide Jefferson County with a comprehensive step-by-step quality assurance program concerning the purchase, delivery, storage and preparation of food.

The Contractor must propose, and be prepared to implement, a perpetual inventory system whereby the prepared food is always on record, and to assure that it is rotated to prevent any incidence of food poisoning or quality deterioration.

No sulfite additives are to be added on premises to any foods served under this contract.

4.30 Food Delivery and Service

The movement of food/dirty dish carts and personnel within the facilities must adhere to the rigid security guidelines established and periodically changed by corrections management.

All chilled food must be served at no more than 45 degrees F, and hot food at a minimum of 140 degrees F but no more than 180 degrees F.

The Contractor must keep a complete record of all non-consumed/returned meals. This record and the possible reasons for the variation must be delivered to the designated Jefferson County food service administrator no later than the Tuesday following the previous week. These records must be maintained daily for each meal period and must be available for inspection by Jefferson County food service administrator at any time.

The Contractor must be responsible for having a member of its off-site management staff periodically visits the unit to perform a quality check and to ascertain if there are any problems/complaints concerning the food.

The Contractor's attention is called to page 24 of this RFP concerning security. The Contractor is to submit a detailed description of the procedures it will use concerning the following:

- Methods to be used in assuring Jefferson County that no Contractor personnel are engaged in passing contraband (weapons, drugs and other related illegal items) to the inmates.
- Methods to be used to supervise Jefferson County inmate labor in the central kitchen.
- At the end of each meal period, the officer in charge of each control area will be responsible for physically counting all items to be returned by the inmates. It will be the responsibility of the Contractor to assure that the correct number of trays and flatware are sent with each food cart to the units.

The three meals per day must be delivered by the Contractor using designated carts and insulated trays. The food will be portioned on the tray line in the kitchen.

Contractor will be expected to maintain a minimum of daily phone contact with the unit command staff concerning the overall quality and acceptance of the food. The County food service administrator will be responsible for regular on-site inspection of the final preparation and distribution of food.

The Contractor will assign at least one staff person to supervise the preparation of all meals. A separate staff person will supervise the inmate workers in serving the trays and the cleanup process when food preparation is still in progress. Contractor will provide an on-site manager or assistant manager Monday through Friday.

4.31 Equipment Facilities

The Contractor must warrant that it will take all reasonable and prudent measures necessary to assure Jefferson County that its equipment is being properly used. The Contractor will have direct responsibility for the care of all equipment in the kitchen areas.

Preventative Maintenance. The Contractor will utilize Jefferson County Maintenance personnel for maintenance or preventative maintenance of equipment in the kitchen area. Contractor will inform Jefferson County food service administrator immediately of any equipment problems or deliberate mistreatment of same by a inmate or staff member. The decision to replace or repair equipment rests solely with Jefferson County.

Inventory Procedures. The Contractor and Jefferson County shall jointly inventory, at least semi-annually, all capital equipment and County-owned service ware under the Contractor's direct control. As part of this inventory, a general assessment as to the condition and expected useful life of each item will be made. The Contractor will be liable for the replacement cost for all unaccounted for items.

4.32 Janitorial

The Contractor must remove all trash to the assigned dumpster a minimum of twice per day.

Ventilation System. The Contractor must assume responsibility for daily cleaning of the hood ventilation and stack system. The County will maintain and recharge the fire extinguisher systems, including the hood system, in the kitchen in accordance with the State fire regulations.

Cleaning. The Contractor must be responsible for all day-to-day as well as periodic major cleaning of the entire kitchen area assigned to the Contractor including walk-ins, store rooms, freezers, dish room, kitchen, employee room, office, staff dining room and receiving area.

The Contractor must be responsible for on-going sanitation/cleanliness in the officer's dining rooms. The cleaning process must include bus tubs for dirty utensils, wiping down the tables and counters, removal of dirty dishes, resupply of condiments, cleaning the salad bar, coffee maker, microwave and other similar tasks. The thorough cleaning of the floors, walls and other permanent fixtures shall be the responsibility of the Contractor.

4.33 Personnel and Supervision

All personnel for hire at Jefferson County by the Contractor must complete the County authorization for records check. The processing must take no more than four business days. Jefferson County reserves the right to reject any food service personnel candidate without cause.

Manager. The bidding Contractor must provide job profiles/resumes for the individual(s) who will be considered for the Contractor's position of Food Services Manager. A job profile must also be submitted for the Assistant Manager position. It is required that the Manager or Assistant Manager have prior experience in correctional facility food services. An interview with any proposed manager will be required prior to the award of the contract. Jefferson County also requests that it be notified prior to the transfer/removal of any manager and to approve the replacement.

The Contractor and its employees assigned to County facilities will be required to comply with all Jefferson County rules of conduct concerning normal day-to-day operations.

The Contractor will be required to staff the operation with the optimum number of employees at all times for the efficient operation of the kitchen. A staffing chart must be submitted within the proposal. There must be a minimum of two staff persons in the kitchen whenever inmate workers are present.

At least one staff person will be assigned to supervise the preparation of meals. A separate staff person will supervise the inmate workers in the preparation of the serving tray and cleanup process when food preparation is still going on.

Any changes in the staffing chart must be approved by Jefferson County prior to the change being implemented. The Contractor will also be responsible for staffing the preparation with the optimum number of available inmates. Jefferson County will furnish all necessary inmate labor.

Staffing must include inmate labor to be supervised by the Contractor. Specific attention is called to the provision that inmates may be used for cleanup, dishwashing, portioning and other utilitarian tasks. The Contractor will state their bid price to include utilizing inmate labor to cook/prepare foods and cleaning.

Contractor employees, including management, must be properly attired in a standard uniform, from the first day of the contract and every day thereafter. These employees must be clean and neat at all times. Contractor employees must be easily discernable from the inmate workers. Hair restraints (hats or nets) must be worn by all food service employees and inmate workers in the kitchen and service areas.

Jefferson County may require the Contractor to immediately remove any of the Contractor's employees from Jefferson County premises for any reason sufficient to Jefferson County. The Contractor's employees shall be subject to the same rules and policies of employment as are County employees and are subject to termination by the Contractor under the same rules as County employees. Any and all such removals must be made in the name of the Contractor and therefore the Contractor will assume the responsibility for the removal.

The Contractor must notify Jefferson County food service administrator in writing whenever an employee has been terminated, permanently transferred or newly hired. The Contractor has sole responsibility for returning to Jefferson County an employee's security identification badge within 24 hours of the employee's final shift.

4.34 Financial

The Contractor will be compensated weekly (except for weeks in which Commissioners' Court is not conducted – i.e. holidays, etc.) on a per meal/per person basis. The Contractor must show the cost for each meal period, i.e., Breakfast, Lunch, Dinner and Snack classification. Jail meal counts must be separated by staff and inmate meals.

Contractor will state their proposed cost per meal as follows:

The Contractor is to submit to Jefferson County food service administrator by Tuesday of each week a day-by-day statement for the previous week with the number and classification of meals prepared and served as follows:

- Inmates by Section assignment, I.E., First Floor Main Confinement.
- Staff meals served.
- Jail- Official guest of the Sheriff.
- Additionally, Jefferson County will not pay for unconsumed meals prepared in excess of the counts provided by Jefferson County staff.
- The Contractor and the County will reconcile meal counts daily. In the event of any dispute regarding meal counts and subsequent charges, the County shall resolve any discrepancy by using the count of the actual number of meals received and accepted by the Jail staff. The meal count figures of the County shall prevail.
- Total Weekly Number of Meals Served (Staff & Resident) divided by 7 days divided by 3 meals = Average Meals Served.

The Contractor must comply, for accounting cycle purposes, with the County's fiscal year of October 1 to September 30, and calendar month periods.

Jefferson County reserves the right to audit any aspect of the food services system, as performed by the Contractor, and the Contractor must keep accurate and complete records thereof for at least three (3) years.

4.35 Facility Security

All Contractor personnel must enter the compound and buildings via the designated entrances and must be signed in and out of the compound and buildings.

All persons and their belongings will be subject to search. Contractor's employees are subject to search at any time they are within the secured areas of the facilities operated by the Correctional Facility.

All Contractor employees must wear Jefferson County supplied identification badges (with picture and fingerprint) in a visible manner from the point at which they enter the building, and at all times while in the building, until the point at which they leave the building.

The Contractor and its employees will be responsible for keeping all doors closed and locked in the assigned work area. The Contractor and its employees must adhere to all security restrictions imposed by the Sheriff.

The Contractor must ascertain and notify Jefferson County in writing if any of its employees are related to any person confined as an inmate in any County operated facility. It is each employee's responsibility to alert the Contractor whenever a person who is a relative or personal acquaintance is admitted to a facility as an inmate.

The Contractor must implement a check-out/check-in log procedure for sharp utensils. The Contractor must provide and utilize a locked shadow board for the secure storage and quick inventory of knives, meat forks and other sharp or pointed utensils. Jefferson County reserves the right to enter the kitchen and inventory all such items at its sole discretion. Any missing items must be reported to the shift supervisor or officer in charge immediately, then to the County food service administrator.

Maintenance vendors will be required to enter the building through proper security channels. There will be no exceptions. Food service Contractor will be responsible for coordinating vendors' access to the job site by notifying security personnel.

In an emergency situation, the corrections staff takes supervisory precedence over the Contractor's employees.

The Correctional Facility will furnish officers as security personnel in accordance with TCJS requirements. Food service and Jail personnel will coordinate their activities to insure that security is maintained at all times and that meals are prepared in accordance with established schedules.

The Contractor must obey all Federal, State and local laws and ordinances regarding health, sanitation and safety. The Contractor will be subject to inspections in the kitchen by authorized personnel from the Jefferson City Health Department.

The Contractor must provide medical examinations as required by law and Jefferson County policy and appropriate records for each employee will be kept on file with the designated food services administrator.

The Contractor must require medical clearance for any employee to return to work after a three (3) days absence for illness.

The Contractor must save samples of all prepared foods for a period of not less than 72 hours of its service for testing in the event of an outbreak of food poisoning. Samples must be clearly marked as to the dates and times of preparation, service and storage.

The Contractor must be responsible for immediately notifying the shift officer of any fires in the kitchen or service areas and of any accidents involving Contractor personnel and inmate workers assigned to food service duties.

The Contractor must not permit employees, or inmate workers, with communicable health problems to work in the kitchen. Medical clearance stating the individuals blood work or chest X-Ray is clear, must be submitted prior to any employees return to work following the individual's contracting such health problems.

4.36 Energy Conservation

When the kitchen is not in use or when food preparation is a minimum, the Contractor must assume maximum utility/energy cost conservation by turning off or dimming lights, fans, water, ovens, steam equipment and other energy consuming items. The Contractor must be responsible for turning off all non-essential equipment when the area is not in use.

4.37 Assignment

The Contractor's rights and obligations cannot be transferred or subcontracted without the written approval from Jefferson County. Jefferson County by this agreement incurs no liability to third persons for payment of any compensation provided herein to the Contractor.

4.38 Rights of Inspection/Complaints

The facilities operated under contract with Jefferson County may be inspected by the Sheriff or designated representatives for security, sanitation, food standards, quality of food preparation and service, Contractor employee performance of any other valid reason. After each inspection, the Contractor will be advised in writing of unsatisfactory conditions for which the Contractor is responsible. The Contractor must promptly correct such deficiencies and communicate, in writing within five (5) business days, the solution to each problem, when it was corrected and what has been done to prevent reoccurrence of the problem.

All complaints by inmates and staff must be submitted in writing to the designated food service administrator. Complaints which are valid within the terms of the County's agreement with the Contractor will be forwarded in writing to the Contractor's management. The Contractor will have five (5) business days in which to present a written response detailing the solution to the problem.

4.39 Failure to Comply

Due to the County's legal and moral obligation relative to the provision of an inmate food service program which meets Federal, State and local standards, the Contractor must consistently meet or exceed the terms and conditions of this RFP and resultant contract. Repeated failure by the Contractor to remain in compliance will result in Jefferson County exercising its right to take one or more of the following actions:

- Contract termination procedures will be undertaken and, as a result, the Contractor's performance bond, in its entirety, will be forfeited to Jefferson County.
- Jefferson County may, at the Contractor's sole expense, retain the services of one or more contract compliance officers who will monitor and evaluate the Contractor's performance until such time that all contractual terms and conditions are being met on a consistent basis.

4.40 Insurance

The Contractor must indemnify and hold harmless Jefferson County, its officers, agents and employees against all liability, damages, losses and expenses for injury to or death of any persons or injury to any property arising out of, or any in any way connected, with Contractor or Contractor's employees or agents, alleged acts or omissions in the

performance of work under this agreement and all claims for damages arising out of bodily injury to persons or damage to property caused by or resulting from the performance of this agreement, unless such injury, death or damage is primarily caused by or primarily results from the negligence or willful acts of Jefferson County. The Contractor must defend promptly and all such demands, claims or causes of action. In the event Jefferson County brings suit against the Contractor to enforce this paragraph and Jefferson County prevails, the Contractor must pay a reasonable sum for the attorney's fees and costs incurred by Jefferson County in the suit.

4.41 Independent Status of Contractor

None of the provisions of this Agreement are intended to create, nor shall be deemed or construed to create, any relationship between the parties other than that of independent entities contracting with each other solely for the purpose of affecting the provisions of this Agreement.

Contractor understands and agrees that Jefferson County shall not withhold from compensation payable to Contractor any sums for income tax, unemployment insurance, social security or other withholding pursuant to any law or required by any governmental authority and that payments of such amounts as may be required by law are and shall be the sole responsibility for Contractor which does hereby indemnify and hold Jefferson County harmless from any and all costs or damages arising out of or in any way connected with the payment or nonpayment of such amounts.

It is expressly acknowledged and agreed that neither of the parties, nor any of their employees shall be construed to be agent, employer or representative of the other nor shall any provision of this Agreement create any right in Jefferson County to exercise control or direction over the business of Contractor provided, however, that all services provided to Jefferson County hereunder shall be provided and delivered at all times in a manner consistent with the standards of Contractor's profession, the terms of this Agreement and all applicable laws, rules and regulations of authorities having jurisdiction over Jefferson County.

Personnel provided by Contractor are not employees of Jefferson County nor are they entitled to any direct compensation nor any benefits or rights of Jefferson County employees as from time to time may be established, and shall provide services for the benefit of Jefferson County through Contractor and only pursuant to this Agreement.

Jefferson County has hired Contractor to provide food services. As such, Contractor has the duty and obligation to perform all obligations to Jefferson County under this Agreement in the highest professional manner. No property owned by or referencing Jefferson County or one of its subdivisions shall be used by any employee, staff member or representative of Contractor without express approval by the authorized Jefferson County representative and then shall be used only for professional purposes within the parameters of this Agreement.

4.42 Termination of Contractor

Jefferson County shall have the right to terminate the contract if, for any reason, the Contractor fails to provide continuous food service in the facilities for a period in excess of 24 hours. Jefferson County reserves the right to terminate the Contractor upon 30 days written notice for just cause. Either party has the right to terminate the contract upon 90 days written notice.

4.43 Emergencies

The Contractor must include in the proposal contingency plans to provide service in the face of unexpected events such as power failure, fire, riot, lock down, labor strikes, ice storms, hurricanes or acts of God that would preclude normal operations. The plan shall include food service to the inmates and staff in the event of an evacuation to another site.

4.44 Auxiliary Food Services

The Contractor must be available to provide food for visitors and other related Jefferson County functions. The Contractor must not proceed with such functions without written authorization from the Sheriff or Jefferson County food services administrator. The costs for such meals, if different from those served inmates and staff, can be subject to negotiation. In order to accommodate meals for local citizens' groups it may be necessary to adjust the inmate feeding schedule one or two days each year.

4.45 Contract Revision/Renewal

Jefferson County reserves the right to either increase or decrease food service requirements within the terms of the contract. The cost for the additional services only will be negotiated at the time the request is made and will not exceed those limits established by Texas law.

If Jefferson County elects to exercise its option to renew the contract for the next contract year, the Contractor must propose and explain the process that will be used to justify any proposed cost increases. Any proposed increases must be reviewed and approved by Jefferson County Commissioners' Court. In addition the Contractor will be asked, within its price proposal, to set an annual not to exceed percentage increase in the cost per meal.

Notification of Renewal. Jefferson County must notify the Contractor, in writing, no later than 60 days prior to the beginning of each successive option year whether or not it will exercise the option to renew the contract for the next fiscal year.

Constitutional Debt Limit. The Constitutional debt limitation for Counties requires any Jefferson County contract which extends beyond the current fiscal year to be executed subject to future appropriations to fund its provision, and contract documents will reflect this condition.

4.46 Quarterly Reviews

The Contractor must submit, in writing, within 15 days of the end of the quarter, a report of food service activity to include, but not be limited to:

- An assessment of the overall program strengths and weaknesses, as well as recommendations for improvement of food, service, cost control or other areas.

4.47 Affirmative Action/Equal Employment Opportunities

The County is an Equal Opportunity/Affirmative Action Employer and all Contractors submitting proposals will be required to comply with the provisions of Federal Executive Order 11246.

4.48 Point of Contact

Offeror shall designate a person to contact for any information or questions pertaining to its offer. However, offeror is hereby advised that this point of contact will not be recognized as, or accepted in lieu of, the "authorized signature" requirement of this RFP.

Name: _____ Title: _____

Company: _____

Address: _____

Phone: _____ Fax: _____

E-Mail: _____

4.49 Interpretation

Any questions concerning the terms and conditions and technical specifications shall be directed in writing to the Jefferson County Purchasing Department. Inquiries must reference the proposal opening date and number. Jefferson County Purchasing Department's point of contact is:

Jamey West, Contract Specialist
Jefferson County Purchasing Department
1001 Pearl Street, 3rd Floor
Beaumont, TX 77701
Phone: 409-835-8593
Fax: 409-835-8456
E-mail: jwest@co.jefferson.tx.us

4.50 Items to be Submitted

Offerors shall submit one (1) original and five (5) copies of the completed proposal document with submittal information as follows. Include a table of contents, page numbers, and marked or numbered tabs between the sections.

- Pricing sheet(s).
- References and qualifications.

5. Pricing

Pricing Form

| | |
|---|----------|
| Price Per Meal | \$ _____ |
| Price Per Medical Supplement Meal | \$ _____ |
| Price Per Staff Member Meal | \$ _____ |
| Price Per Day - 24-hour Coffee Service | \$ _____ |

Bidder (Entity Name)

Signature

Street & Mailing Address

Print Name

City, State & Zip

Date Signed

Telephone Number

Fax Number

E-mail Address

Date

IMPORTANT NOTE:

**THIS PAGE MUST BE RETURNED WITH PROPOSAL.
Proposals Received Without This Page Included May Be Considered
Non-Responsive. No Variations of this Form will be accepted.**

6. Selection Process

6.1 Introduction

The proposal evaluation and selection process is detailed in this section, as are other factors, and the format in which the cost response of each proposal must be submitted.

6.2 Cost Proposal

The Offeror must use the forms provided in Section 5 in its submission of a cost proposal in response to this RFP. The cost proposal must be included in each copy of the proposal. Any form substituted for the form provided in Section 5 may be determined to be non-responsive, and may result in the proposal's disqualification.

6.3 Proposal Evaluation and Selection

Prior to the receipt of proposals, the County will establish an Evaluation Committee. The Committee is expected to include representatives from Jefferson County's Sheriff Department, Corrections Facility, Audit Department, Purchasing Department, and the Criminal District Attorney.

6.4 Evaluation Criteria

Vendor Capabilities (30% of total points). This refers to the proposal's complete responsiveness to all written specifications and requirements contained in this RFP.

Work Plan (30% of total points). Emphasis is on the efficiency and comprehensiveness of the methods to be used in performing the contract as described in this RFP.

Cost (40% of total points). This is the expected amount your firm would be compensated for services provided to Jefferson County. The County will consider hourly rates, retainer amounts, flat fees, or other methods. While this will be an important factor, it will be considered as just one factor in the evaluation and selection process.

Sample Evaluation Sheet

| Vendor Capabilities (30% of total points) | Points |
|---|---------------|
| Is the proposal completely responsive to all written specifications and requirements contained in the RFP? | |
| Work Plan/Performance (30% of total points) | |
| Does the proposal reflect efficient and comprehensive methods to be used in performing the contract as described in the RFP? How did their performance rate in other facilities? | |
| Cost (40% of total points) | |
| Does the cost reflect a good value for the proposed work? | |

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

The Proposal is due no later than 11:00 am CST, Tuesday, April 14, 2015 and shall include the following:

- **Proposed type of operation (hours, methods, etc.).**
- **Company reputation, experience, and resources (references, resumes, etc.)**
- **Menu variety to be offered, service levels, and costs pertaining thereto.**
- **Management and staffing plan.**

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 Department
Attention: Deborah L. Clark, Purchasing Agent
1001 Pearl Street, 3rd Floor
Beaumont, TX 77701**

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

Non-Disclosure Agreement

In consideration of Jefferson County retaining the services of a consultant and because of the sensitivity of certain information which may come under the care and control of Consultant, both parties agree that all information regarding the County or any selected County agency subject to this Contract; or gathered, produced, or derived from this project (Confidential Information) must remain confidential subject to release only by permission of the County, and more specifically agree as follows:

Media releases pertaining to this RFP and/or any resulting contract, or the services to which they relate, will not be made without the prior written consent of the County, and then only in accordance with explicit written instructions from the County. The disclosure of the contents of proposals prior to the award of a contract under this RFP, or any other violation of this section, may result in disqualification.

1. The Information may be used by Consultant only to assist Consultant in connection with its engagement with the County.
2. Consultant will not, at any time, use the Information in any fashion, form, or manner except in its capacity as independent consultant to the County.
3. Consultant agrees to maintain the confidentiality of any and all deliverables resulting from this Contract in the same manner that it protects the confidentiality of its own proprietary products of like kind.
4. The Information may not be copied or reproduced without the County's written consent.
5. All materials made available to Consultant, including copies thereof, must be returned to County upon the first to occur of; (a) completion of the project, or (b) request by the County.
6. The foregoing must not prohibit or limit Consultant use of the information (including, but not limited to, ideas, concepts, know-how, techniques and methodologies) (a) previously known to it, (b) independently developed by it, (c) acquired by it from a third party, or (d) which is or becomes part of the public domain through no breach to Consultant of this agreement.
7. This agreement shall become effective as of the date Information is first made available to Consultant and must survive the contract and be a continuing requirement.
8. The breach of this Nondisclosure Agreement by Consultant shall entitle the County to immediately terminate the Agreement upon written notice to Contractor for such breach. The parties acknowledge that the measure of damages in the event of a breach of this Nondisclosure Agreement may be difficult or impossible to calculate, depending on the nature of the breach. Regardless of whether the County elects to terminate the Agreement upon the breach hereof, the County may require Consultant to pay to the County the sum of \$1,000 for each breach as liquidated damages. This amount is not intended to be in the nature of a penalty, but is intended to be a reasonable estimate of the amount of damages to the County in the event of a breach hereof by Consultant. Comptroller does not waive any right to seek additional relief, either equitable or otherwise, concerning any breach of this Agreement.

[Printed Name of Consultant]

By: _____

Title: _____

Date: _____

Bidder Must Return This Page With Offer

Vendor References

Please list at least three (3) companies or governmental agencies 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: _____

Bidder Must Return This Page With Offer

Signature Page

As permitted under Article 4413 (32c) V.A.C.S., other governmental entities may wish to participate under the same terms and conditions contained in this contract (i.e., piggyback). In the event any other entity participates, all purchase orders will be issued directly from and shipped directly to the entity requiring supplies/services. Jefferson County shall not be held responsible for any orders placed, deliveries made or payment for supplies/services ordered by another entity. Each entity reserves the right to determine their participation in this contract.

Would bidder be willing to allow other governmental entities to piggyback off this contract, if awarded, under the same terms and conditions?..... **Yes** **No**

This bid shall remain in effect for ninety (90) days from bid opening and shall be exclusive of federal excise and state and local sales tax (exempt).

The undersigned agrees, if this bid is accepted, to furnish any and all items upon which prices are offered, at the price and upon the terms and conditions contained in the Invitation for Bid, Conditions of Bidding, Terms of Contract, and Specifications and all other items made a part of the accepted contract.

The undersigned affirms that they are duly authorized to execute the contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other bidder or to any other person(s) engaged in this type of business prior to the official opening of this bid. And further, that neither the bidder nor their employees nor agents have been for the past six (6) months directly nor indirectly concerned in any pool or agreement or combination to control the price of goods or services on, nor to influence any person to bid or not to bid thereon.

| | |
|--------------------------|-------------|
| Bidder (Entity Name) | Signature |
| Street & Mailing Address | Print Name |
| City, State & Zip | Date Signed |
| Telephone Number | Fax Number |
| E-mail Address | |

Bidder Must Return This Page With Offer

Conflict of Interest Questionnaire

| For vendor or other person doing business with local government entity | |
|---|------------------------|
| <p>This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.</p> <p>By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006 Local Government Code.</p> <p>A person commits an offense if the person violates Section 176.0006, Local Government Code. An offense under this section is a Class C misdemeanor.</p> | OFFICE USE ONLY |
| <p>1. Name of person doing business with local governmental entity.</p> | |
| <p>2. <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.</p> <p style="margin-left: 40px;">(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)</p> | |
| <p>3. Describe each affiliation or business relationship with an employee or contractor of the local government entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.</p> | |
| <p>4. Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.</p> | |

Bidder Must Return This Page With Offer

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ
Page 2

For vendor or other person doing business with local government entity

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

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

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

Yes No

B. Is the filer of the questionnaire receive 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 government entity?

Yes No

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

Yes No

D. Describe each affiliation or business relationship:

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

7.

Signature of person doing business with the governmental entity

Date

Bidder Must Return This Page With Offer

Good Faith Effort (GFE)

DETERMINATION CHECKLIST

This information must be submitted with your bid.

Instructions: In order to determine if a "Good Faith Effort" was made in soliciting HUBs for subcontracting opportunities, the following checklist and supporting documentation shall be completed by the Prime Contractor/Consultant, and returned with the Prime Contractor/ Consultant's bid. This list contains the **minimum** efforts that should be put forth by the Prime Contractor/Consultant when attempting to achieve or exceed the goals of HUB Subcontractor participation. The Prime Contractor/Consultant may extend his/her efforts in soliciting HUB Subcontractor participation beyond what is listed below.

Did the Prime Contractor/Consultant . . .

- Yes No 1. To the extent practical, and consistent with standard and prudent industry standards, divide the contract work into the smallest feasible portions, to allow for maximum HUB Subcontractor participation?
- Yes No 2. **Notify** in writing a reasonable number of HUBs, allowing sufficient time for effective participation of the planned work to be subcontracted?
- Yes No 3. **Provide** HUBs that were genuinely interested in bidding on a subcontractor, adequate information regarding the project (i.e., plans, specifications, scope of work, bonding and insurance requirements, and a point of contact within the Prime Contractor/Consultant's organization)?
- Yes No 4. **Negotiate** in good faith with interested HUBs, and not reject bids from HUBs that qualify as lowest and responsive bidders?
- Yes No 5. **Document** reasons HUBs were rejected? Was a written rejection notice, including the reason for rejection, provided to the rejected HUBs?
- Yes No 6. If Prime Contractor/Consultant has zero (0) HUB participation, **please explain the reasons why.**

If "No" was selected, please explain and include any pertinent documentation with your bid. If necessary, please use a separate sheet to answer the above questions.

Printed Name of Authorized
Representative

Signature

Title

Date

Bidder Must Return This Page With Offer

Notice of Intent (NOI) to Subcontract with Historically Underutilized Business (HUB)

This information must be submitted with your bid.

Bidder intends to utilize subcontractors/subconsultants in the fulfillment of this contract (if awarded).

Yes No

Instructions for Prime Contractor/Consultant: Bidder shall submit this form with the bid; however, the information below may be submitted after contract award, but prior to beginning performance on the contract. Please submit one form for each HUB Subcontractor/ Subconsultant with proper signatures, per the terms and conditions of your contract.

Contractor Name: _____ HUB: Yes No

Address: _____
Street City State Zip

Phone (with area code): _____ Fax (with area code): _____

Project Title & No.: _____

Prime Contract Amount: \$ _____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

Certifying Agency: Tx. Bldg & Procurement Comm. Jefferson County Tx Unified Certification Prog.

Address: _____
Street City State Zip

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: \$ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

Printed Name of Contractor Representative Signature of Representative Date

Printed Name of HUB Signature of Representative Date

NOTE: NOTHING ON THIS NOTICE OF INTENT FORM IS INTENDED TO CONFER ANY RIGHTS, EXPRESSED OR IMPLIED, TO ANY THIRD PARTIES.

Pre-Approval for Subcontractor Substitutions must be obtained from the Jefferson County Purchasing Agent's Representative. The "HUB Subcontractor/Subconsultant Change Form" must be completed and faxed to 409-835-8456.

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

PAGE 1 OF 4

This information must be submitted with your bid.

Bidder intends to utilize subcontractors/subconsultants in the fulfillment of this contract (if awarded).

Yes No

Prime Contractor: _____ HUB: Yes No

HUB Status (Gender & Ethnicity): _____

Address: _____
Street City State Zip

Phone (with area code): _____ Fax (with area code): _____

Project Title & No.: _____ IFB/RFP No.: _____

Total Contract: \$ _____ Total HUB Subcontract(s): \$ _____

Construction HUB Goals: 12.8% MBE: _____ % 12.6% WBE: _____ %

Sub-goals: 1.7 African-American, 9.7% Hispanic, 0.7% Native American, 0.8% Asian American.
Use these goals as a guide to diversify.

FOR HUB OFFICE USE ONLY:

Verification date HUB Program Office reviewed and verified HUB Sub information Date: _____ Initials: _____

PART I. HUB SUBCONTRACTOR DISCLOSURE

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

Certifying Agency: Texas Bldg & Procurement Comm. Texas Unified Certification Prog.

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: \$ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

PAGE 2 OF 4

HUB SUBCONTRACTOR DISCLOSURE

PART I: Continuation Sheet

(Duplicate as Needed)

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

Certifying Agency: Tx. Bldg & Procurement Comm. Jefferson County Tx Unified Certification Prog.

Address: _____

Street

City

State

Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: \$ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

Certifying Agency: Tx. Bldg & Procurement Comm. Jefferson County Tx Unified Certification Prog.

Address: _____

Street

City

State

Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: \$ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

**All HUB Subcontractor Participation may be verified with the
HUB Subcontractor(s) listed on Part I.**

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

PAGE 3 OF 4

PART II: STATEMENT OF NON-COMPLIANCE FOR NOT MEETING HUB SUBCONTRACTING GOALS

Please complete Good Faith Effort (GFE) Checklist and attach any supporting documentation.

Our firm was unable to meet the HUB goals for this project for the following reasons:

- All subcontractors to be utilized are "Non-HUBs." (Complete Part III)
- HUBs were solicited but did not respond.
- HUBs solicited were not competitive.
- HUBs were unavailable for the following trade(s):
- Other: _____

Was the Jefferson County HUB Office contacted for assistance in locating HUBs? Yes No

PART III: DISCLOSURE OF OTHER "NON-HUB" SUBCONTRACTS

The bidder shall use this area to provide a listing of all "Non-HUB" Subcontractors, including suppliers, that will perform under this project. A list of those "Non-HUB" Subcontractors the bidder selects, after bid submission, shall be provided to the Purchasing Office not later than five (5) calendar days after being notified that bidder is the apparent low bidder. A list of those "Non-HUB" Subcontractors that are selected after contract award must be provided **immediately** after their selection.

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: \$ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: \$ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

PAGE 4 OF 4

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: \$ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: \$ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

I hereby certify that I have read the *HUB Program Instructions and Information*, truthfully completed all applicable parts of this form, and **attached any necessary support documentation as required**. I fully understand that intentionally falsifying information on this document may result in my not receiving a contract award or termination of any resulting contract.

Name (print or type): _____

Title: _____

Signature: _____

Date: _____

E-mail address: _____

Contact person that will be in charge of invoicing for this project:

Name (print or type): _____

Title: _____

Date: _____

E-mail address: _____

Bidder Shall Return Completed Form with Offer.

Residence Certification/Tax Form

Pursuant to Texas Government Code §2252.001 *et seq.*, as amended, Jefferson County requests Resident 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 _____ [company name] is a Resident Bidder of Texas as defined in Government Code §2252.001.

I certify that _____ [company name] is a Nonresident Bidder as defined in Government Code §2252.001 and our principal place of business is _____ (city and state).

| | |
|---|--|
| Taxpayer Identification Number (T.I.N.): | |
| Company Name submitting bid/proposal: | |
| Mailing address: | |
| If you are an individual, list the names and addresses of any partnership of which you are a general partner: | |
| | |

Property: List all taxable property owned by you or above partnerships in Jefferson County.

| Jefferson County Tax Acct. No.* | Property address or location** |
|---------------------------------|--------------------------------|
| | |
| | |
| | |

* This is the property amount identification number assigned by the Jefferson County Appraisal District.

** For real property, specify the property address or legal description. For business property, specify the address where the property is located. For example, office equipment will normally be at your office, but inventory may be stored as a warehouse or other location.

Bidder Shall Return Completed Form with Offer.

Bid Affidavit

The undersigned certifies that the bid prices contained in this bid have been carefully reviewed and are submitted as correct and final. Bidder further certifies and agrees to furnish any and/or all commodities upon which prices are extended at the price offered, and upon the conditions contained in the specifications and the Notice to Bidders.

STATE OF _____ COUNTY OF _____

BEFORE ME, the undersigned authority, a Notary Public in and for the State of _____,

on this day personally appeared _____, who
(name)

after being by me duly sworn, did depose and say:

"I, _____ am a duly authorized officer of/agent
(name)

for _____ and have been duly authorized to execute the
(name of firm)

foregoing on behalf of the said _____.
(name of firm)

I hereby certify that the foregoing bid has not been prepared in collusion with any other bidder or other person or persons engaged in the same line of business prior to the official opening of this bid. Further, I certify that the bidder is not now, nor has been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination, to control the price of services/commodities bid on, or to influence any person or persons to bid or not to bid thereon."

Name and address of bidder: _____

Fax: _____ Telephone# _____

by: _____ Title: _____
(print name)

Signature: _____

SUBSCRIBED AND SWORN to before me by the above-named

_____ on

this the _____ day of _____, 2015.

Notary Public in and for
the State of _____

Bidder Shall Return Completed Form with Offer.