



REQUEST
FOR PROPOSAL

*Food Service for
The Burnet County Jail*

RFP# 23-5120-01
Burnet County, Texas

DUE DATE: Tuesday, November 22, 2022
BY: 2:00 PM

Burnet County Auditor
Purchasing Division
133 E. Jackson St.
Burnet, Texas 78611

BID INSTRUCTIONS/REQUIREMENTS

SUBMISSION OF PROPOSALS/BIDS: Two (2) complete sets of all bid documents (original and one (1) copy) shall be **sealed** and **marked Bid #23-5120-01** for Burnet County and mailed to:

**Burnet County Purchasing
Karin Smith, Purchasing Agent
133 E. Jackson St.
Burnet, Texas 78611**

Or

An Electronic File may be submitted to bids@burnetcountytexas.org. Electronic files will remain unopened until the due date and time.

- Respondents are prohibited from contacting or communicating in any means with any consultant, employee, manager or elected official of Burnet County, including concerning this bid/proposal, except for questions directed through Burnet County Purchasing by email to cdalrymple@burnetcountytexas.org. Failure to comply with this guideline could result in disqualification from the bid process.
- **All bids/proposals must be sealed** when returned to Burnet County.
The bid must be signed and dated by a representative of the vendor's company who is authorized. It should be sealed, and received by Burnet County Auditor, 133 East Jackson, St., Burnet, TX 78611 by the closing date and time specified. A facsimile transmission is **not** an acceptable response to this Bid. Procedures for electronic bid submission can be found at www.burnetcountytexas.org.
- All questions/checklists/blanks must be included in your response on the forms provided or the format requested. Failure to include any of the requested information within your bid may result in rejection/disqualification.
- Bids/Proposals will be received and publicly acknowledged at the Burnet County Purchasing Department located at the address listed above. Vendors, their representatives and interested persons may be present. All submissions shall be open for public inspection except for trade secrets, financial information, and other confidential information contained in the proposal/bid and identified as such by vendor.
- **It is the bidder's sole responsibility to print and review all pages of the bid document, attachments, questions and answers, addenda and special notices. The Bid Proposal Signature Form, Certification of eligibility and Contract must be signed and returned. Failure to provide signatures on these forms could render bid non-responsive.**
- All documents relating to this bid including but not limited to, the bid document, questions and their responses, addenda and special notices will be posted under the Bid number on the Burnet County website and available for download by bidders and other interested parties. **It is the bidder's/respondent's sole responsibility to review this site and retrieve all related documents prior to the Bid due date.**
- **Any bid/proposal received after the date and/or hour set for bid opening will not be accepted.** Bidder will be notified and will advise Burnet County Purchasing as to the disposition by either pick up, return at bidder's expense, or destroyed with written authorization of the bidder. If bids/proposals are sent by mail to the Purchasing Department, the bidder shall be responsible for actual delivery of the bid to the Purchasing Department before the advertised

date and hour for opening of bids. If mail is delayed either in the postal service or in the internal mail system of Burnet County beyond the date and hour set for the bid opening, bids thus delayed will not be considered and will be disposed of as authorized.

- Accuracy for all mathematical and number entries is the sole responsibility of the bidder. Burnet County will not be responsible for errors made by the bidder.
- **Written Questions deadline is: November 15, 2022**

#23-5120-01
Jail Food Service

Bid Number #23-5120-01

Bid Title Jail Food Service

Bid Due Date November 22, 2022 2:00:00 PM CDT

Question & Answer November 15, 2022 5:00:00 PM CDT

End Date

Bid Contact

Cindy Dalrymple
512-715-5295
cdalrymple@burnetcountytexas.org

Contract Duration 3 years

Contract Renewal 2 optional annual renewals

Prices Good for 1 year fixed; renewal rates will be negotiated annually.

1. RESPONSE FORMAT AND SUBMISSION

1.1 Introduction

Each Proposal submitted in response to this RFP should clearly reference 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.

Though there is not a page limit for Proposals, to save natural resources including paper, and to allow Burnet County staff to efficiently evaluate all submitted Proposals, Burnet County requests that Proposals be orderly, concise, but comprehensive in providing the requested information. Conciseness and clarity of content are emphasized and encouraged. If mailed or delivered in person, please limit additional, non-requested information.

Please provide your proposal response using:

1. 8 ½" x 11" pages, inclusive of any cover letter or supporting materials
2. The least amount of plastic/laminate or other non-recyclable binding materials
3. Single-sided printing

Vague and general Proposals will be considered non-responsive, and may, at County's sole discretion, result in disqualification. Proposals must be legible and complete. Failure to provide the required information may result in the disqualification of the Proposal. All pages of the Proposal should be numbered, and the Proposal should contain an organized, paginated table of contents corresponding to the sections and pages of the Proposal.

1.2 Organization of Proposal Contents and Table of Contents

Please see Proposal Format section of Specifications for complete details regarding the organization of Proposal Contents. Proposal should include a Table of Contents.

1.3 Transmittal Letter

The Respondent should submit a Transmittal Letter that provides the following:

- a) Name and address of individual or business entity submitting the Proposal.
- b) Respondent's type of business entity (i.e., Corporation, General Partnership, Limited Partnership, LLC, etc.).
- c) Place of incorporation or organization, if applicable.
- d) Name and location of major offices and other facilities that relate to the Respondent's performance under the terms of this RFP.
- e) Name, address, business, and fax number of the Respondent's principal contact person regarding all contractual matters relating to this RFP.
- f) The Respondent's Federal Employer Identification Number.
- g) A commitment by the Respondent to provide the services required by Burnet County.
- h) A statement that the Proposal is valid for ninety (90) calendar days from the deadline for submittal of Proposals to Burnet County (Any Proposal containing a term of less than ninety (90) calendar days for acceptance, may at Burnet County's sole discretion, be rejected as non-responsive.).

The Transmittal Letter should be signed by a person legally authorized to bind the Respondent to the representations in the Transmittal Letter and Proposal. In the case of a joint Proposal, each party must sign the Transmittal Letter.

1.4 Executive Summary

The Respondent should provide an Executive Summary of its Proposal that asserts that the Respondent is providing in its response all of the requirements of this RFP. The Executive Summary must represent a full and concise summary of the contents of the Proposal.

The Executive Summary should not include any information concerning the cost of the Proposal.

The Respondent should identify any services and/or goods that are provided beyond those specifically requested. If the Respondent is providing services and/or goods that do not meet the specific requirements of this RFP, but in the opinion of the Respondent are equivalent or superior to those specifically requested, any such differences should be noted in the Executive Summary. However, the Respondent must realize that failure to provide the services specifically required may, at Burnet County's sole discretion, result in disqualification of the Proposal.

The Respondent also should indicate why it believes that it is the most qualified Respondent to provide the services described in this RFP. The Successful Respondent must demonstrate extensive experience in and understanding required in order to carry out the intent of this project. The Respondent should describe in detail the current and historical experience the Respondent and its subcontractors have that would be relevant to completing the project. References must contain the name of key contacts and a telephone number. The Respondent should briefly state why it believes its proposed services and/or goods best meet Burnet County's needs and RFP requirements, and the Respondent also should concisely describe any additional features, aspects, or advantages of its services and/or goods in any relevant area not covered elsewhere in its Proposal.

Conflict of Interest

No public official shall have interest in a contract, in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5, Subtitle C, Chapter 171, as amended.

As of January 1, 2006, Respondents are responsible for complying with Local Government Code Title 5, Subtitle C, Chapter 176.

Each Respondent 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 Respondent, its principal, or any affiliate or subcontractor, with Burnet 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 Respondent, the principals, or any affiliate or subcontractor, with any employee or official of Burnet 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 Burnet County employees or officials may be cause for termination. Burnet County will decide if an actual or perceived conflict should result in Proposal disqualification.

By submitting a Proposal in response to this RFP, all Respondents 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 Burnet County public servant or any employee, official or representative of same, in connection with this procurement.

Each Respondent must provide a Conflict-of-Interest Statement in accordance with this RFP.

1.5 Certificate of Interested Parties

As of January 1, 2016, Respondents are responsible for complying with the Texas Government Code Section 2252.908. The law states that Burnet County may not enter into certain contracts with a Respondent unless the Respondent submits a disclosure of interested parties to Burnet County at the time the Respondent submits the signed contract to Burnet County.

The disclosure requirement applies to any contract of Burnet County entered into on or after January 1, 2016, that either:

1. requires an action or vote by the Commissioners Court (all contracts that fall under the jurisdiction of Commissioners Court approval such as contracts resulting from an IFB, RFP, RFQ etc. excluding but not limited to certain Juvenile Services contracts, contracts funded with Sheriff's seized funds monies etc.) before the contract may be signed
2. has a value of at least \$1 million.

Note: Since the majority of contracts with Burnet County require approval by the Commissioners Court, this form will most likely be required to be supplied.

On January 1, 2016, the Texas Ethics Commission made available on its website a new filing application that must be used to file Form 1295.

Information regarding how to use the filing application is available on the Texas Ethics Commission website at the following link:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

A Respondent must:

1. use the online application to process the required information on Form 1295
2. print a copy of the form which will contain a unique certification number
3. an authorized agent of the Respondent must sign the printed copy of the form
4. and have the form notarized
5. the completed Form 1295 and certification of filing must be filed (scanning and emailing form is sufficient) with Burnet County at the time the signed contract is submitted for Commissioners Court approval.

After Commissioners Court award of the contract, Burnet County must:

1. notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 and certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from Burnet County.

1.6 Ethics

The Respondent shall not accept or offer gifts or anything of value nor enter into any business arrangement with any employee, official or agent of Burnet County.

1.7 Delivery of Proposals

Bids can be submitted electronically to bids@burnetcountytexas.org or by hard copy to: Burnet County Purchasing, Karin Smith Purchasing Agent, 133 E. Jackson St., Burnet, TX 78611. Refer to www.burnetcountytexas.org for further information.

If mailed or delivered in person, Proposals and Proposal addenda are to be delivered in sealed

envelope on or before the submittal deadline, as noted in the 'Public Announcement and General Information' listed above for this RFP, to:

**Burnet County Purchasing
Karin Smith, Purchasing Agent
133 E. Jackson St.
Burnet, Texas 78611**

Burnet County will not accept any Proposals received after the submittal deadline and shall return such Proposals unopened to the Respondent.

Burnet County will not accept any responsibility for Proposals being delivered by third party carriers. Respondent should submit **one (1) original, two (2) paper copies** and **one (1) CD or (1) USB** copy of the Proposal. Proposals will be opened publicly in a manner to avoid public disclosure of contents; however, names of Respondents will be read aloud. Respondents should list the Proposal Number, Proposal Name, Name and Address of Respondent, and the Date of the Proposal opening on the outside of the box or envelope and note "Sealed Bid Enclosed."

2.1 INSTRUCTIONS AND GENERAL REQUIREMENTS

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

General requirements apply to all advertised RFPs; however, these may be superseded, in whole or in part, by the Proposal Specifications, Addenda issued as a part of this RFP and Modifications issued as a part of this RFP. Be sure your proposal package is complete.

2.2 Ambiguity, Conflict, or other Errors in the RFP

If Respondent discovers any ambiguity, conflict, discrepancy, omission or other error in this RFP, Respondent shall immediately notify Burnet County Purchasing Department of such error in writing and request modification or clarification of the document. Modifications will be made by issuing Addenda. If the Respondent fails to notify Burnet County prior to the date and time fixed for submission of Proposals of an error or ambiguity in the RFP known to Respondent, or an error or ambiguity that reasonably should have been known to Respondent, then Respondent shall be deemed to have waived the error or ambiguity or its later resolution.

Burnet 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. All addenda will be numbered consecutively, beginning with 1.

2.3 Notification of Most Current Address

Respondents in receipt of this RFP shall notify the Burnet County Purchasing Department 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.

2.4 Proposal Preparation Cost

Cost of developing Proposals is entirely the responsibility of Respondents and shall not be charged to Burnet County.

2.5 Signature of Respondent

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 Respondent contractually.

If the Respondent is a Corporation or Limited Liability Company, the legal name of the Corporation or Limited Liability Company shall be provided together with the signature of the officer or officers authorized to sign on behalf of such entity.

If the Respondent is a General Partnership, the true name of the firm shall be provided with the signature of each partner authorized to sign.

If the Respondent is a Limited Partnership, the name of the Limited Partner's General Partner shall be provided with the signature of the officer authorized to sign on behalf of the General Partner.

If the Respondent is a Sole Proprietor(s) (individual), each Sole Proprietor(s) shall sign.

If signature is by an agent, other than the Sole Proprietor(s) or an officer of a Corporation, Limited Liability Company, General Partner or a member of a General Partnership, a power of attorney or equivalent document must be submitted to the Burnet County Purchasing Department prior to contract award.

2.6 Assumed Business Name

If the Respondent operates business under an Assumed Business Name, the Respondent must have on file with the Burnet County Clerk a current Assumed Name Certificate and provide a file marked copy of same prior to contract award.

2.7 Economy of Presentation

Proposals should 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, at the sole discretion of Burnet County, rejected and not considered.

2.8 Proposal Obligation

The contents of the RFP, Proposal and any clarification thereof submitted by the Successful Respondent shall become part of the contractual obligation and incorporated by reference into the Contract and any ensuing agreement.

2.9 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, at the sole discretion of Burnet County, result in disqualification.

2.10 Evaluation

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

2.11 Withdrawal of Proposal

The Respondent may withdraw its Proposal by submitting a written request over the signature of an authorized individual, as described herein above, to the Burnet County Purchasing Department any time prior to the submission deadline. The Respondent may thereafter submit a new Proposal prior to the deadline. Withdrawal of a Proposal after the deadline will be subject to written approval of the Burnet County Purchasing Agent.

2.12 Responsibility

It is expected that a Respondent will be able to affirmatively demonstrate Respondent's responsibility. Respondent should be able to meet the following requirements:

- a) have adequate financial resources, or the ability to obtain such resources as required.
- b) be able to comply with the required or proposed delivery schedule.
- c) have a satisfactory record of performance; and
- d) be otherwise qualified and eligible to receive an award.

Burnet County may request representation and other information sufficient to determine Respondent's ability to meet these minimum standards listed above.

2.13 Purchase Orders

If required by the Burnet County Purchasing Department, a purchase order(s) may be generated to the Successful Respondent for goods and/or services. If a purchase order is issued, the purchase order number must appear on all itemized invoices and/or requests for payment.

2.14 Silence of Specifications

The apparent silence of any RFP specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

2.15 References

Burnet County requires Respondent to supply a list of at least three (3) references within the last 4 years where like services and/or goods have been supplied by Respondent if Respondent has not done business with the County within the past five (5) years.

3.1 DEFINITIONS, TERMS AND CONDITIONS

3.2 Definitions

- a) "Addenda" – Means any written or graphic instruments issued by Burnet County prior to the consideration of Proposals which modify or interpret the Proposal Documents by additions, deletions, clarifications, or corrections.
- b) "Agreement" – The Successful Respondent may be required by Burnet County to sign an additional Agreement containing terms necessary to ensure compliance with the RFP and Respondent's Proposal. Such ensuing Agreement shall contain the Proposal Specifications, Terms and Conditions that are derived from the RFP.
- c) "Contract" – This RFP and the Proposal of the Successful Respondent shall become a contract between the Successful Respondent and Burnet County once the Successful Respondent's Proposal is properly accepted by the Burnet County Commissioners Court (sometimes referred to herein as the "Commissioners Court").
- d) "Proposal Documents" – The Legal Notice, RFP including attachments, and any Addenda issued by Burnet County prior to the consideration of any Proposals.
- e) "Proposal" – Is a complete, properly signed Proposal submitted in accordance with this RFP which is irrevocable during the specified period for evaluation and acceptance of Proposals.
- f) "Respondent" – A person or entity who submits a Proposal in response to this RFP.
- g) "RFP" – Refers to this document, together with the attachments thereto and any future addenda issued by Burnet County.
- h) "Successful Respondent" – The responsible Respondent who, in Burnet County's sole opinion, submits the Proposal, which is in the best interest of Burnet County, taking into account factors identified herein and to whom Burnet County intends to award the Contract.

3.3 TERMS AND CONDITIONS

3.3.1 Venue and Governing Law

Respondent hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this RFP, the Contract and any ensuing Agreement shall lie exclusively in either Burnet County, Texas and the parties hereto expressly consent and submit to such jurisdiction.

Furthermore, except to the extent that this RFP, the Contract, and any ensuing Agreement is governed by the laws of the United States, this RFP, the Contract, and any ensuing Agreement shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

3.3.2 Incorporation by Reference and Precedence

The Contract shall be derived from (1) the RFP and its Addenda; and (2) the Respondent's Proposal. In the event of a dispute under the Contract, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence: (1) the RFP and its Addenda; and (2) the Respondent's Proposal.

In the event Burnet County requires that an ensuing Agreement be executed following award and a dispute arises between terms and conditions of the ensuing Agreement, (2) the RFP, and its Addenda; and (3) the Respondent's Proposal, applicable documents will be referred to for the purpose of Clarification or for additional detail in the following order of precedence: (1) terms and conditions of the ensuing Agreement and its Addenda, (2) the RFP and its Addenda; and (3) the Respondent's Proposal.

3.3.3 Ownership of Proposal

Each Proposal shall become the property of Burnet County upon submittal and will not be returned to Respondents unless received after the submittal deadline.

3.3.4 Disqualification of Respondent

Upon signing and submittal of the Proposal, a Respondent offering to sell supplies, materials, services, or equipment to Burnet County certifies that the Respondent 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 Burnet County believes that collusion exists among the Respondents.

3.3.5 Funding

County intends to budget and make sufficient funds available and authorize funds for expenditure to finance the costs of the Contract. Respondents understand and agree that the County's payment of amounts under the Contract shall be contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to make payments under the Contract.

3.3.6 Assignment, Successors and Assigns

The Successful Respondent may not assign, sell, or otherwise transfer the Contract or any other rights or interests obtained under the Contract without written permission of the Burnet County Commissioners Court. The Contract and any ensuing Agreement shall be binding upon and inure to the benefit of the contracting parties and their respective successors and permitted assigns.

3.3.7 Implied Requirements

Products and services not specifically described or required in the RFP, but which are necessary to provide the functional capabilities described by the Respondent, shall be deemed to be implied and included in the Proposal.

3.3.8 Termination

- a) **Termination for Cause:** Burnet County reserves the right to terminate the Contract and/or any ensuing Agreement for default if the Successful Respondent breaches any of the RFP Specifications, Terms and Conditions, including warranties of Respondent, if any, or if the Successful Respondent becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies Burnet County may have at law or in equity or as may otherwise be provided herein. 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 Burnet County's satisfaction, and/or to meet all other obligations and requirements.
- b) **Termination for Convenience:** Burnet County may terminate the Contract and/or any ensuing Agreement for convenience and without cause or further liability, upon ninety (90) calendar day's written notice to Successful Respondent. In the event Burnet County exercises its right to terminate without cause, it is understood and agreed that only the amounts due to the Successful Respondent for goods, commodities and/or services provided, and expenses incurred to and including the date of termination, will be due and payable. No penalty will be assessed for Burnet County's termination for convenience.

3.2.9 Non-Performance

It is the objective of Burnet County to obtain complete and satisfactory performance of the requirements set forth herein. In addition to any other remedies available at law, in equity or that may be set out herein, failure to perform may result in a deduction of payment equal to the amount of the goods and/or services that were not provided and/or performed to the County's satisfaction. In the event of such non-performance, the County shall have the right, but shall not be obligated, to complete the services itself or by others and/or purchase the goods from other sources. If the County elects to acquire the goods or perform the services itself or by others, pursuant to the foregoing, the Successful Respondent shall reimburse the County, within ten (10) calendar days of demand, for all costs incurred by the County (including, without limitation, applicable, general, and administrative expenses, and field overhead, and the cost of necessary equipment, materials, and field labor) in correcting the nonperformance which the Successful Respondent fails to meet pursuant to the requirements set out herein. In the event the Successful Respondent refuses to reimburse the County as set out in this provision, County shall have the right to deduct such reimbursement amounts from any amounts that may be then owing or that may become owing in the future to the Successful Respondent.

3.2.10 Proprietary Information and Texas Public Information Act

All material submitted to the County shall become public property and subject to the Texas Public Information Act upon receipt. If a Respondent does not desire proprietary information in the Proposal to be disclosed, each page must be clearly identified and marked proprietary at time of submittal or, more preferably, all proprietary information may be placed in a folder or appendix and be clearly identified and marked as being proprietary. The County will, to the extent allowed by law, endeavor to protect from public disclosure the information that has been identified and marked as proprietary. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General. Failure to clearly identify and mark information as being proprietary as set forth under this provision will result in all unmarked information being deemed non-proprietary and available to the public. For all information that has not been clearly identified and marked as proprietary by the Respondent, the County may choose to place such information on the County's website and/or a similar public database without obtaining any type of prior consent from the Respondent.

To the extent, if any, that any provision in this RFP or in the Respondent's Proposal is in conflict with Tex. Gov't Code 552.001 et seq., as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that Burnet County, its officers, and employees may request advice, decisions, and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or data furnished to Burnet County as to whether or not the same are available to the public. It is further understood that Burnet County's officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that Burnet County, its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to Burnet County by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

3.2.11 Right to Audit

Successful Respondent agrees that Burnet County or its duly authorized representatives shall, until the expiration of three (3) years after termination or expiration of the Contract and/or the ensuing Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of Successful Respondent, which are directly pertinent to the services to be performed or goods to be delivered for the purposes of making audits, examinations, excerpts and transcriptions. Successful Respondent agrees that Burnet County shall have access during normal working hours to all necessary facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. Burnet County shall give Successful Respondent reasonable advance notice of intended audits.

3.2.12 Inspections and Testing

Burnet County reserves the right to inspect and test equipment, supplies, material(s) and goods for quality and compliance with this RFP, 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, Burnet County can deem the Respondent to be in breach and terminate the Contract and/or any ensuing Agreement(s).

3.2.13 Proposal Preparation Cost

Cost of developing Proposals is entirely the responsibility of Respondents and shall not be charged to Burnet County. There is no expressed or implied obligation for Burnet County to reimburse Respondents for any expense incurred in preparing a Proposal in response to this RFP and Burnet County will not reimburse Respondents for such expenses.

3.2.14 Indemnification

SUCCESSFUL RESPONDENT SHALL INDEMNIFY, DEFEND AND SAVE HARMLESS BURNET COUNTY, ITS OFFICIALS, EMPLOYEES, AGENTS AND AGENTS' EMPLOYEES FROM AND AGAINST ALL CLAIMS, LIABILITY, AND EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES, ARISING FROM ACTIVITIES OF RESPONDENT, ITS AGENTS, SERVANTS OR EMPLOYEES, PERFORMED HEREUNDER THAT RESULT FROM THE NEGLIGENT ACT, ERROR, OR OMISSION OF RESPONDENT OR ANY OF RESPONDENT'S AGENTS, SERVANTS OR EMPLOYEES, AS WELL AS ALL CLAIMS OF LOSS OR DAMAGE TO THE RESPONDENT'S AND BURNET COUNTY'S PROPERTY, EQUIPMENT, AND/OR SUPPLIES.

FURTHERMORE, BURNET COUNTY, ITS OFFICIALS, EMPLOYEES, AGENTS AND AGENTS' EMPLOYEES SHALL NOT BE LIABLE FOR DAMAGES TO THE SUCCESSFUL RESPONDENT ARISING FROM ANY ACT OF ANY THIRD PARTY, INCLUDING, BUT NOT BEING LIMITED TO THEFT. SUCCESSFUL RESPONDENT FURTHER AGREES TO INDEMNIFY, DEFEND AND SAVE HARMLESS BURNET COUNTY FROM, ITS OFFICIALS, EMPLOYEES, AGENTS AND AGENTS' EMPLOYEES AGAINST ALL CLAIMS OF WHATEVER NATURE ARISING FROM ANY ACCIDENT, INJURY, OR DAMAGE WHATSOEVER CAUSED TO ANY PERSON OR TO THE PROPERTY OF ANY PERSON OCCURRING IN RELATION TO SUCCESSFUL RESPONDENT'S PERFORMANCE OF ANY SERVICES REQUESTED HEREUNDER DURING THE TERM OF THE CONTRACT AND/OR ANY ENSUING AGREEMENT.

SUCCESSFUL RESPONDENT SHALL TIMELY REPORT ALL CLAIMS, DEMANDS, SUITS, ACTIONS, PROCEEDINGS, LIENS OR JUDGMENTS TO BURNET COUNTY AND SHALL, UPON THE RECEIPT OF ANY CLAIM, DEMAND, SUIT, ACTION, PROCEEDING, LIEN OR JUDGMENT, NOT LATER THAN THE FIFTEENTH (15TH) DAY OF EACH MONTH; PROVIDE BURNET COUNTY WITH A WRITTEN REPORT ON EACH SUCH MATTER, SETTING FORTH THE STATUS OF EACH MATTER, THE SCHEDULE OR PLANNED PROCEEDINGS WITH RESPECT TO EACH MATTER AND THE COOPERATION OR ASSISTANCE, IF ANY, OF BURNET COUNTY REQUIRED BY SUCCESSFUL RESPONDENT IN THE DEFENSE OF EACH MATTER. SUCCESSFUL RESPONDENT'S DUTY TO DEFEND, INDEMNIFY AND HOLD BURNET COUNTY HARMLESS SHALL BE ABSOLUTE. IT SHALL NOT ABATE OR END BY REASON OF THE EXPIRATION OR TERMINATION OF THE CONTRACT AND/OR ANY ENSUING AGREEMENT UNLESS OTHERWISE AGREED BY BURNET COUNTY IN WRITING. THE PROVISIONS

OF THIS SECTION SHALL SURVIVE THE TERMINATION OF THE CONTRACT AND SHALL REMAIN IN FULL FORCE AND EFFECT WITH RESPECT TO ALL SUCH MATTERS NO MATTER WHEN THEY ARISE.

IN THE EVENT OF ANY DISPUTE BETWEEN THE PARTIES AS TO WHETHER A CLAIM, DEMAND, SUIT, ACTION, PROCEEDING, LIEN OR JUDGMENT APPEARS TO HAVE BEEN CAUSED BY OR APPEARS TO HAVE ARISEN OUT OF OR IN CONNECTION WITH ACTS OR OMISSIONS OF BURNET COUNTY, RESPONDENT SHALL NEVER-THE-LESS FULLY DEFEND SUCH CLAIM, DEMAND, SUIT, ACTION, PROCEEDING, LIEN OR JUDGMENT UNTIL AND UNLESS THERE IS A DETERMINATION BY A COURT OF COMPETENT JURISDICTION THAT THE ACTS AND OMISSIONS OF RESPONDENT ARE NOT AT ISSUE IN THE MATTER.

SUCCESSFUL RESPONDENT'S INDEMNIFICATION SHALL COVER, AND SUCCESSFUL RESPONDENT AGREES TO INDEMNIFY BURNET COUNTY, IN THE EVENT BURNET COUNTY IS FOUND TO HAVE BEEN NEGLIGENT FOR HAVING SELECTED SUCCESSFUL RESPONDENT TO PERFORM THE WORK DESCRIBED IN THIS REQUEST. THE PROVISION BY SUCCESSFUL RESPONDENT OF INSURANCE SHALL NOT LIMIT THE LIABILITY OF SUCCESSFUL RESPONDENT UNDER THE CONTRACT AND/OR ANY ENSUING AGREEMENT.

3.2.15 Waiver of Subrogation

Successful Respondent and Successful Respondent's insurance carrier waive any and all rights whatsoever with regard to subrogation against Burnet County as an indirect party to any suit arising out of personal or property damages resulting from the Respondent's performance under this Contract and any ensuing Agreement.

3.2.16 Relationship of the Parties

The Successful Respondent shall be an independent contractor and shall assume all of the rights, obligations, liabilities, applicable to it as such independent contractor hereunder and any provisions herein which may appear to give County the right to direct the Successful Respondent as to details of doing work herein covered or to exercise a measure of control over the work shall be deemed to mean that the Successful Respondent shall follow the desires of County in the results of the work only. County shall not retain or have the right to control the Successful Respondent's means, methods or details pertaining to the Successful Respondent's performance of the work. County and the Successful Respondent hereby agree and declare that the Successful Respondent is an independent contractor and as such meets the qualifications of an "Independent Contractor" under Texas Workers Compensation Act, Texas Labor Code, Section 406.141, that the Successful Respondent is not an employee of County, and that the Successful Respondent and its employees, agents and sub-contractors shall not be entitled to workers compensation coverage or any other type of insurance coverage held by County.

3.2.17 Sole Provider

The Successful Respondent agrees and acknowledges that it shall not be considered a sole provider of the goods and/or services described herein, and that Burnet County may contract with other providers of such goods and/or services if Burnet County deems, at its sole discretion, that multiple providers of the same goods and/or services will serve the best interest of Burnet County.

3.2.18 Force Majeure

If the party obligated to perform is prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of said party, the other party shall grant such party relief from the performance. The burden of proof for the need of such relief shall rest upon the party obligated to perform. To obtain release based on force majeure, the party obligated to perform shall file a written request with the other party.

3.2.19 Severability

If any provision of this RFP, the Contract or any ensuing Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision thereof, but rather the entire RFP, Contract or any ensuing Agreement

will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligation of the parties shall be construed and enforced in accordance therewith. The parties acknowledge that if any provision of this RFP, the Contract or any ensuing Agreement is determined to be invalid or unenforceable, it is the desire and intention of each that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, give effect to the intent of this RFP, the Contract or any ensuing Agreement and be deemed to be validated and enforceable.

3.2.20 Equal Opportunity

Neither party shall discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.

3.2.21 Notice

Any notice to be given shall be in writing and may be affected by personal delivery or by registered or certified mail, return receipt requested, addressed to the proper party, at the following address:

Burnet County Purchasing Department
Karin Smith, Purchasing Agent
133 E. Jackson St.
Burnet, Texas 78611

Respondent: Address set out in Respondent's Transmittal Letter

Notices given in accordance with this provision shall be effective upon (i) receipt by the party to which notice is given, or (ii) on the third (3rd) calendar day following mailing, whichever occurs first.

3.2.22 Sales and Use Tax Exemption

Burnet County is a corporate and politic under the laws of the State of Texas and claims exemption from sales and use taxes under Texas Tax Code Ann. § 151.309, as amended, and the services and/or goods subject hereof are being secured for use by Burnet County.

3.2.23 Compliance with Laws

Burnet County and Successful Respondent shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of the Contract and any ensuing Agreement, including, without limitation, Workers' Compensation laws, salary and wage statutes and regulations, licensing laws and regulations. When required, the Successful Respondent shall furnish the County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

3.2.24 Incorporation of Exhibits, Appendices and Attachments

All of the Exhibits, Appendices and Attachments referred to herein be incorporated by reference as if set forth verbatim herein.

3.2.25 No Waiver of Immunities

Nothing herein shall be deemed to waive, modify, or amend any legal defense available at law or in equity to Burnet County, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. Burnet County does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

3.2.26 No Waiver

The failure or delay of any party to enforce at any time or any period of time any of the provisions of this RFP, the Contract or any ensuing Agreement shall not constitute a present or future waiver of such provisions nor the right of either party to enforce each and every provision. Furthermore, no term or provision shall be deemed waived, and no breach excused unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other,

whether expressed or implied, shall not constitute a consent to, waiver of or excuse for any other, different, or subsequent breach.

3.2.27 Current Revenues

The obligations of the parties under the Contract and any ensuing Agreement do not constitute a general obligation or indebtedness for which County is obligated to levy, pledge, or collect any of taxation. It is understood and agreed that Burnet County shall have the right to terminate the Contract and any ensuing Agreement at the end of any Burnet County fiscal year if the governing of Burnet County does not appropriate sufficient funds as determined by Burnet County's budget for the fiscal year in question. Burnet County may affect such termination by giving written notice of termination to the Successful Respondent at the end of its then-current fiscal year.

3.2.28 Binding Effect

This Contract and any ensuing Agreement shall be binding upon and inure to the benefit of the parties and their respective permitted assigns and successors.

3.2.29 Assignment

The Successful Respondent's interest and duties hereunder may not be assigned or delegated to a third party without the express written consent of Burnet County.

General Obligations and Reliance

Successful Respondent shall perform all services and/or provide all goods, as well as those reasonably inferable and necessary for completion and provision of the services and goods required hereunder. The Successful Respondent shall keep the County informed of the progress and quality of the services and/or goods to be provided. Successful Respondent agrees and acknowledges that County is relying on Successful Respondent's represented expertise and ability to provide the goods and/or services described herein. Successful Respondent agrees to use its best efforts, skill, judgment, and abilities to perform its obligations in accordance with the highest standards used in the profession and to further the interests of County in accordance with County's requirements and procedures. Successful Respondent's duties as set forth herein shall at no time be in any way diminished by reason of any approval by the County nor shall the Successful Respondent be released from any liability by reason of such approval by the County, it being understood that the County at all times is ultimately relying upon the Successful Respondent's skill and knowledge in performing the services and providing any goods required hereunder.

3.2.31 Contractual Development

The Burnet County Commissioners Court may award the Contract on the basis of the initial Proposals received, without any further or additional discussions. Therefore, each initial Proposal should contain the Respondent's best terms and offer. The contents of the RFP and the selected Proposal will become an integral part of the Contract, but may be modified, at Burnet County's sole discretion, by provisions of an ensuing Agreement. Therefore, the Respondent must agree to inclusion in an ensuing Agreement of the Proposal Specifications, Terms and Conditions of this RFP. Burnet County may, at its discretion, opt to conduct further discussions with responsible offerors and request the highest ranked firm's Best and Final Offer.

3.2.32 Entire Agreement

The Contract and any ensuing Agreement shall supersede all prior Agreements, written or oral between the Successful Respondent and County and shall constitute the entire Agreement and understanding between the parties with respect to the services and/or goods to be provided. Each of the provisions herein shall be binding upon the parties and may not be waived, modified, amended or altered except by writing signed by the Successful Respondent and County.

3.2.33 Survivability

All applicable agreements that were entered into between Respondent and Burnet County under the terms and conditions of the Contract and/or any ensuing Agreement shall survive the expiration or termination thereof for ninety (90) days unless a new contract has been awarded.

3.2.34 Payment

County's payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date County receives the goods under the Contract; (2) the date the performance of the service under the Contract is completed; or (3) the date the Burnet County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

In the event that an error appears in an invoice submitted by Successful Respondent, County shall notify Successful Respondent of the error not later than the twenty first (21st) day after the date County receives the invoice. If the error is resolved in favor of Successful Respondent, Successful Respondent shall be entitled to receive interest on the unpaid balance of the invoice submitted by Successful Respondent

beginning on the date that the payment for the invoice became overdue. If the error is resolved in favor of the County, Successful Respondent shall submit a corrected invoice that must be paid in accordance with the time set forth above. The unpaid balance accrues interest as provided by

Chapter 2251 of the Texas Government Code if the corrected invoice is not paid by the appropriate date. As a minimum, invoices shall include:

- Name, address, and telephone number of Successful Respondent and similar information in the event the payment is to be made to a different address
- County contract, Purchase Order, and/or delivery order number
- Identification of items or service as outlined in the Contract
- Quantity or quantities, applicable unit prices, total prices, and total amount
- Any additional payment information which may be called

for by the Contract Payment inquiries should be directed to the

Burnet County Auditor's Office, Accounts Payable Department:

hcummins@burnetcountytexas.org, (512)-756-5496.

3.2.35 Contractual Formation and Ensuing Agreement

The RFP and the Respondent's Proposal, when properly accepted by the Burnet County Commissioners Court, shall constitute a contract equally binding between the Successful Respondent and Burnet County. The Successful Respondent may be required by Burnet County to sign an additional Agreement containing terms necessary to ensure compliance with the RFP and Respondent's Proposal.

THE RESPONDENT'S PROPOSAL SHOULD INCLUDE A SAMPLE CONTRACT, ANY OR ALL ADDITIONAL AGREEMENTS OR TERMS AND CONDITIONS AT THE TIME THE RESPONDENT'S PROPOSAL IS SUBMITTED USING SEPARATE ATTACHED DOCUMENTS FOR THE COUNTY'S REVIEW AND CONSIDERATION.

3.2.36 Legal Liability Information

The Successful Bidder shall disclose all legal liability information by listing any pending litigation or anticipated litigation that your firm is involved in, including but not limited to, potential or actual legal matters with private parties and any local, State, Federal or international governmental entities. Burnet County reserves the right to consider legal liability information in the recommendation of any proposed contract to the Burnet County Commissioners Court.

3.2.37 Confidentiality

Respondent expressly agrees that it will not use any direct or incidental confidential information that may be obtained while working in a governmental setting for its own benefit and agrees that it will not access unauthorized areas or confidential information and it will not disclose any information to unauthorized third parties and will take care to guard the security of the information at all times.

Scope of Food Services for Burnet County Jail

The awarded Contractor shall be responsible for furnishing all labor, materials, food/beverage products, maintenance services, and other required miscellaneous items to provide the services identified. The following Specifications/Scope of Services will define the various services to be performed by the awarded Contractor. Provided here is a general description of the processes the Contractor may utilize in preparing and distributing food at our facility. Also defined is the level of expectation the County has for the performance of work to be done by the awarded Contractor and Contractor's personnel. The Burnet County Jail (Jail) has a full commercial kitchen/food storage area. A completed list of kitchen equipment available to the awarded contractor is not provided herein, but the list will be available for inspection at a site visit.

The awarded Contractor shall:

1. Supply all labor (excluding inmate labor) and food/beverage products to provide inmate food services and associated documentation to the Jail. Contractor should provide a staffing plan for an average daily population range of 320-450.
2. Provide services, as required, of a Registered Dietician to fulfill all nutritional needs of inmates. Dietician must be available for onsite staff training with kitchen contract personnel and willing to work with the Jail Medical Department for individual dietary needs.
3. Maintain a standard of cleanliness for the food service facility which will assure compliance with existing and future local, state, and federal health and environmental regulations.
4. Enforce all established security practices while operating in a manner to ensure that control is maintained throughout the jail kitchen.
5. Ensure adequate portions of quality food are provided to inmates at all meals.
6. Ensure all Jail policies are followed, and standards are always met.
7. Purchase food and beverage products and manage the inventory of such products to minimize spoilage.
8. Provide enough employees in the Jail kitchen to supply food to all Jail inmates. The Jail shall provide two (2) shifts of trustee inmates to assist Contractor's personnel. The actual number of inmates provided by the County will be negotiated with the Contractor.
9. Jail inmate meals are served on insulated trays with compartments, placed on rolling carts and delivered to the housing units where a corrections officer oversees the distribution of the meals and beverages by inmate workers. Beverages are placed on rolling carts and distributed by trustees overseen by a corrections officer.
10. Milk is to be served and distributed by the Contractor five times weekly at breakfast. Powder milk is allowable. Note: If sack lunches must be utilized, all sack lunches shall be prepared no more than 24 hours in advance of delivery.
11. Contractor shall provide medically related diets, including allergy sensitive diets, as required. Requests for medically related diets are approved and forwarded to the Contractor by the Jail Medical Department.

12. Religious sensitive diets are provided as needed, after Jail managements review and approval.
13. The County grants the Contractor, its agents and employees, authorization to enter the Jail premises subject to standard security and background checks of the Contractor's personnel. The background checks will be conducted at the discretion of the Burnet County Jail management prior to any access being granted.
14. The Contractor shall provide food service management, labor, food, beverages, materials, maintenance, and supplies to provide food for inmates at the Jail. Supplies shall include an adequate number of condiments such as sugar, creamer, ketchup, mustard, mayo, salt, pepper, butter/margarine, jelly, etc., to complement the respective food/beverages being served by the Contractor.
15. Contractor shall provide adequate management and supervision of each shift, seven (7) days per week to assure all necessary tasks are adequately performed on a schedule to be mutually agreed upon by the Contractor and the Jail.
16. The County requires a minimum of one Contractor staff member on site anytime inmates are working in the kitchen. Proposals must include a staffing plan. The Contractor shall provide a trained Food Services Manager with experience in similar facilities who will work directly with Burnet County Jail contract administrators. Contractor's employment of their Food Services Manager, and all other Contractor's employees shall be subject to the review and approval by Jail management. Burnet County reserves the right to require the Contractor remove and replace any of the Contractor's employees for just cause.
17. The Contractor's Food Services Manager and any supervisor(s) assigned by the Contractor to the Jail shall be mutually agreed upon between Jail management and the Contractor. Any replacement Contractor employee must be approved by Jail management. Contractor shall not allow any position to be unfilled for a period exceeding thirty (30) days. In the event a position is unfilled more than thirty (30) days, the Contractor shall be responsible to pay the County the wages of the unfilled position.
18. All Contractor's employees shall be obligated to adhere to Burnet County/Burnet County Jail Policies and Procedures. All Contractor's employees will conduct themselves in a manner to maintain local Health Department standards at the County Jail, accompany Health Department personnel during inspections, and address any issues raised by Health Department personnel during kitchen inspections.
19. Burnet County Jail, under non-emergency conditions and when available, shall provide sufficient inmate labor for food preparation, serving, sanitation and other Jail activities the Contractor determines can be appropriately handled by inmate labor except during lockdown, strikes or other emergencies. Jail personnel shall be responsible for taking disciplinary action for trustees when appropriate. The Contractor shall have the right to request Burnet County Jail management remove an inmate from a food service assignment.
20. The Contractor shall be responsible for orienting new employees and shall distribute a written job description to each member of their staff which clearly defines respective job responsibilities.
21. The Contractor shall provide well balanced meals that provide average minimum values of 2500 calories per week. Alternate proposals that exceed the minimum will be considered.
22. The Contractor shall provide a dated three (3) week menu cycle that meets the recommendations of the Food and Nutrition Board National Research Council. Contractor shall provide copies of all menus to

- County Jail supervisors at least one (1) week in advance of use. Contractor must submit any changes to the menu to County Jail Supervisors for approval. Any changes must meet daily caloric requirements.
23. The Contractor shall be responsible for ensuring menus are reviewed and certified as to nutritional adequacy by a Registered-Certified Dietician. Upon Jail management request, the Contractor shall provide a nutrient analysis and cooked weight (volume) for each serving size portion and recipes for every menu item.
 24. The Contractor will be expected to provide special spirit lifter/holiday meals for Thanksgiving, Christmas, Passover, and Ramadan.
 25. The exact hours of meal service at Burnet County Jail shall be reached by mutual agreement between Jail Management and the Contractor. Discrepancies in meal delivery, such as missing meal, non-conforming meals, i.e., religious and medically sensitive diets, to Burnet County Jail shall be noted by Jail Management and corrected immediately by Contractor in order to present inmate(s) with a prepared meal within one hour of regular meal time.
 26. The Contractor shall be responsible for preparation, distribution, and documentation procedures for medically prescribed diets, as required. The Contractor shall prepare and serve all medically prescribed diets and ensure the menu is compliant with the Jail Medical provider's orders. When possible, the menu of the day shall be modified by the Contractor for individuals on medically prescribed diets. When not possible, medically prescribed diets shall be prepared separately. Medically prescribed diets shall be served during normal mealtimes in the manner specified by the Jail Medical provider. The Contractor shall maintain complete records showing which inmates are to be provided medically prescribed diets, contents of the diet(s)/meal(s), and whether each inmate receives the prescribed meal. The Contractor shall provide a copy of records to the Medical Supervisor upon request.
 27. Any food supplies purchased by the Contractor shall be the property of Contractor and the Contractor shall be responsible for any loss, damage, or spoilage. The Contractor shall be responsible for ensuring the correct merchandise and quantity is received, and deliveries are made to correspond with the appropriate schedules and security procedures of the Jail. The Contractor should assume the Jail will require advance notification of all deliveries. The Contractor must maintain a minimal inventory on hand and such inventory shall be rotated regularly to assure food items are not served after the manufacturer's expiration date.
 28. The Contractor shall purchase all paper products, kitchen cleaning products and household items as mutually agreed upon to be necessary for the efficient and sanitary operation of food services. The Contractor shall be responsible for the proper storage of those items to prevent any theft, damage, or loss.
 29. The Contractor shall be responsible for the provision of all office supplies, except for any standard form(s), provided by Burnet County Jail, required to operate, and manage the kitchen. The Contractor shall be responsible for removal and disposal of all cooking oil at the Jail.
 30. The County shall maintain and repair the building structure in areas assigned to the Contractor and shall provide all utilities necessary for the performance of food service operations contained herein. The County shall be responsible for the on-going maintenance and repair of the walk-in freezers, fire extinguishers, and refrigerators.
 31. The County shall provide pest control for all areas assigned to the Contractor.

32. The County shall provide trash removal services.
33. In return for the cost-per-meal rates, the Contractor shall be responsible for the repair and maintenance of all kitchen equipment not mentioned in the preceding paragraph as specifically maintained by the County.
34. The Contractor's liability for providing maintenance and repairs will be limited to the sum of \$15,000 per calendar/contract year. Contractor shall keep a log of repair and maintenance costs incurred during each calendar/contract year. In the event the Contractor's expenditures in a calendar/contract year exceeds \$15,000, the County will reimburse Contractor for such expenditures. Contractor shall notify and receive permission from the County prior to incurring any repair and/or maintenance cost above the \$15,000 annual limit. In the event Contractor's annual repair and maintenance expenditures for a calendar/contract year are less than \$15,000 the Contractor shall reimburse the County the difference between the costs incurred and the sum of \$15,000. If, in the Contractor's opinion, a piece of kitchen equipment is judged to be past its useful life and repair is not justified, Contractor shall notify the County accordingly. Upon such notification, the County will either advise Contractor to proceed with repairs and/or maintenance or the County will assume responsibility for replacing the equipment.
35. Contractor shall be responsible for the costs of repairs of any kitchen item that becomes inoperable due to the negligence of Contractor's employees.

General Requirements

1. Licenses, Fees, and Taxes

The Burnet County Jail will be responsible to secure and pay for licenses and fees associated with local regulations and licensing required to prepare and serve meals to the inmate population.

The Contractor is responsible for any licenses, fees, and taxes for food products purchased, and for consumable supplies. These costs will be included in the proposed price per meal.

2. Billing Process/Record Keeping

- The Contractor will pay all invoices for food products as listed in the RFP.
- Final inmate Price Per Meal will include the cost for food, beverages, and services provided by the Contractor.
- The Contractor shall keep complete and accurate records of expenses for its services. A copy of the records shall be supplied to Jail Management or his/her designee on the first working day of each month. All such records shall be available for auditing by Jail management at any time during regular working hours.

3. Additional Food Service Requirements

- The Contractor will agree to provide additional food services as mutually agreed upon at mutually agreed upon prices.

4. Training

The Contractor shall provide contract staff training on receiving, handling, and managing inventory. The proposal shall outline what the training will entail. At a minimum, the Contractor will provide training on the following:

- Food handling, preparation and serving procedures
- Inventory and equipment management
- Menu management software

5. Menu Specifications

All proposed menus must meet all the following requirements. Any variations from the provided requirements and/or serving size must be clearly defined.

- Proposed product substitution and brand
- Nutritional analysis of equality
- Serving size
- A registered dietitian certification of both the menu and nutritional analysis
- Carton of milk must be served three times per week at breakfast
- Coffee must be served twice weekly at breakfast
- Fruit drink must be served twice weekly at breakfast
- A beverage must be served at lunch
- A beverage (other than water) must be served at dinner
- Average of a minimum of Twenty-five hundred (2500) calories per week.

6. Menu Cycle

- Each Respondent shall submit a 3 (three) week cycle menu
- Each week will include 21 meals

7. Menu Certification by a Registered Dietician

- A registered dietitian shall certify the inmate menu in the proposal with a signed nutritional compliance statement. A copy of the dietitian's registration card shall be submitted with the proposal.
- A registered dietitian will approve all menus prior to service, and annually thereafter. All meals served will follow the most recently published Recommended Dietary Allowances and Dietary Reference Intakes for adult males as established by the National Academy of Sciences.

8. Sack Meals

- Sack meals are prepared for inmates out of the facility for court appearances, on work release, serving on community work crews, in transit to another facility, or any other types of temporary release.

9. Medically prescribed and religion sensitive diets

- Medically prescribed diets must conform to physician-ordered specifications
- The average daily number of inmates receiving medically prescribed diets is approximately four
- The most common medically prescribed diet orders include diabetic, low salt, and vegetarian
- The average daily number of inmates receiving religion specific diets is currently two

10. Staff Meals

- Staff members may eat all meals served during their duty hours. The number of staff meals will be itemized and invoice as a separate line item.

11. Cost Summary

- The cost per meal prepared shall be indicated on the bid summary sheet. A sliding fee scale should

be submitted. Based on inmate average daily population.

- The per meal prices stated in this RFP will be firm for the period beginning meal prices for each subsequent 12-month period shall be adjusted on the anniversary of the effective date by an amount to be determined utilizing the local CPI to calculate changes in food costs.

12. Furnish Verification

- Provide the following information from at least three previous contracts provided by the company's organization, which are like the requirements of this RFP. These references may be contacted to verify the company's ability to perform the requirements. The County reserves the right to use any information or additional references deemed necessary to establish the ability of the company.
 - a. Name and address of facility
 - b. Name, telephone number, and email address of a representative of that agency who may be contacted for verification of all information submitted
 - c. Dates of service
 - d. A brief, written description of the specific prior services performed and requirements

13. Company History

- It is a mandatory requirement of this RFP that the company's team has a minimum of five (5) years of experience in the field of inmate food services for jail facilities, and shall have successfully provided this service to a minimum of three facilities similar in scope and size to the facility represented by this RFP.
- Provide information establishing that the company submitting the proposal, or its team members, has the qualifications and experience to provide the services specified in the RFP.

14. Performance Bond & Financial Statements

- Vendor will be required to provide a Surety Bond guaranteeing performance of all conditions of this contract in the amount of fifty thousand (\$50,000), this bond will be forfeited in the event the Vendor fails to satisfactorily perform this contract.
- The most recent financial statements (Form 10-K) should be submitted.

PROPOSAL FORMAT

A. Proposals submitted in response to this RFP should be organized and configured in the following format:

Cover Letter – The proposal must include a cover letter that introduces the Vendor, provides a highlight of their experience, and outlines the per meal costs.

Sections 1 - Overview of Vendor Experience - The proposal shall include an overview of the vendor, its background, history, and experience in providing inmate food service at a county jail. Provide the full name and address of your organization and identify the parent company if you are a subsidiary. Provide the number of years your firm has been in business and the number of years it has been providing these types of services for cities and counties. Provide a list of previously completed contracts in place. Provide the required references and summary with customer names and contact information so that the evaluation committee may contact your project references.

Section 2 – Services – Describe how your company will meet the requirements contained within this RFP.

Section 3 – Proposed Work Schedule – Provide a detailed description of your work plan and proposal for satisfying all RFP requirements.

Section 4 – Other Services – Vendor may describe other services that are available through, or recommended by, the vendor.

Section 5 – Exceptions and Deviations – Provide a statement expressing understanding and willingness to comply with all provisions of the RFP. If there are provisions of the RFP that the vendor is unwilling or unable to comply with, the vendor shall identify the paragraph number, list the provision in its entirety, and provide the reason for non-compliance. If there are provisions of the RFP for which the Vendor would like to propose an alternative solution, the vendor shall identify and list the provision in its entirety and provide the alternative solution.

B. Furnish a staffing plan identifying the background of the responsible staff, job descriptions and written work plan that demonstrates the ability of the contractor to fulfill the requirements of this RFP.

BID/PRICING SHEET

INMATE/STAFF MEALS PRICING

- a. Per Person, Per **Regular Meal** (breakfast, lunch, and dinner) – Meals Prepared in Jail Kitchen:
 \$_____ or provide a price per population based on the sliding scale below

PLEASE PROVIDE EITHER A FIXED PRICE (ABOVE) OR A PRICE BASED ON JAIL POPULATION SEE TABLE BELOW:

Population	Price Per Meal (\$)
300-349	
350-399	
400-449	
450-500	
500+	

- b. Per Person, Per **Dietary Snack** – Snacks Prepared in Jail Kitchen: \$_____.

Evaluation Criteria:

- Menu /Inmate/Staff** **10 points**
- Price per Meal** **75 points**
- Experience** **10 points**
- Compliance with Specifications** **5 points**

SIGNATURE FORM

The undersigned, on behalf of and as the authorized representative of Bidder, agrees this bid becomes the property of Burnet County after the official opening.

The undersigned affirms that the Bidder has familiarized himself with the local conditions under which the work is to be performed; satisfied himself of the conditions of delivery, handling and storage of equipment and all other matters that may be incidental to the work, before submitting a bid.

The undersigned agrees, on behalf of Bidder, that if the bid is accepted, Bidder will furnish all materials and services upon which price(s) are offered, at the price(s) and upon the terms and conditions contained in the specifications. The period for acceptance of this bid will be ninety (90) calendar days.

The undersigned affirms that they are duly authorized to execute this contract, that this bid has not been prepared in collusion with any other Bidder, nor any employee of Burnet County, and that the contents of this bid have not been communicated to any other Bidder or to any employee of Burnet County prior to the official opening of this RFB.

Vendor hereby assigns to Burnet County all claims for overcharges associated with this contract which arise under the antitrust laws of the United States, 15 USCA Section 1 et seq., and which arise under the antitrust laws of the State of Texas, Tex. Bus. & Com. Code, Section 15.01, et seq.

The undersigned affirms that they have read and do understand the specifications and any attachments contained in this solicitation. **Failure to sign and return this form will result in the rejection of the entire bid.**

Signature _____ X
Authorized Representative

Legal Name of Company

Date

Street Address

Printed Name of Authorized Representative

City, State and Zip

Title of Authorized Representative

Telephone Number

Fax Number