

**Request for Proposal for
Inmate Food Service**

Washington County Jail

Proposal Release Date:
June 25, 2019

Proposal Due Date and Time:
July 8, 2019 at 5:00 p.m.

Issued By:

Captain Eric Hensley

LEGAL NOTICE

Notice is hereby given that sealed proposals will be received by Washington County Jail on July 8, 2019 until 5:00 p.m. to:

PROVIDE ALL MEALS AND COMPLETE FOOD SERVICE FOR THE WASHINGTON COUNTY JAIL STATED IN THESE RFP SPECIFICATIONS

Proposals must enclosed in a SEALED PACKAGE, bearing the NAME AND ADDRESS OF THE BIDDER AND THE NAME OF THE ITEM PROPOSAL ON THE OUTSIDE OF THE ENVELOPE.

Proposals may be hand delivered, at the place specified, on or before the hour named. The County will not assume responsibility for proposals forwarded by mail and no proposal will be accepted after the time specified. Consideration of the proposal may be reserved for a period of 90 days before award of the contract is made.

Bidders are required to comply with all requirements of applicable laws of the State of Texas and be authorized to conduct business in the State.

Washington County reserves the right to reject any or all proposals, to waive any informality in proposals and to accept the proposal that, in the opinion of Washington County, is in the County's best interest. The award will not necessarily go to the Proposal with the lowest price, but to the Proposal that best demonstrates the ability to fulfill the requirements of the Request for Proposal and Specifications.

WASHINGTON COUNTY JAIL

I. INTRODUCTION

Washington County is requesting proposals for the provision of food service to include inmate and staff feeding seven days a week and program support services for a population of up to approximately 177 inmates, for a term of 3 years from August 19, 2019 through August 19, 2022. In addition, the County reserves the option of extending the contract without proposal on a year to year basis for additional one (1) year periods.

Washington County presently operates a jail facility at the following location:

1206 Old Independence Brenham, TX 77833

Contact Person: Captain Eric Hensley

Contact Phone: 832-335-9797

Contact Email: ehensley@wacounty.com

II. OBJECTIVE OF RFP

The objective of this RFP is to result in a contract between the successful bidder and Washington County Jail that will meet the following objectives:

- To deliver high quality food service compliant with established nutritional and health standards
- To operate the food service program using correction experienced and professionally trained personnel
- To operate the food service program in a cost effective manner with full reporting to the County
- To implement a food service operation plan with clear objectives, policies, procedures and evaluation of compliance
- To maintain standards established by the County, as well as American Correctional Association (ACA), and any applicable State and Federal Correctional Food Service Standards

III. PROPOSAL PROCESS

The following is a schedule of events concerning the proposal process:

Distribution of the RFP:	June 25, 2019
Optional Pre-proposal	July 3, 2019
Due Date	July 8, 2019
Public Opening:	July 9, 2019
Notification of Award:	July 16, 2019
Commence Services:	August 19, 2019

Should any bidder have questions pertaining to the RFP, there will be an optional pre-proposal meeting on July 3, 2019 @ 10:00 a.m. at the Washington County Sheriff's Office.

Proposals must be received no later than 5:00 p.m., on July 8, 2019. Proposals received after this date and time will not be accepted. A complete original and 3 copies must be submitted to:

<u>Washington County Clerk</u>	8 a.m. - 5 p.m. (open through the lunch hour)
<u>100 E. Main, Suite 102</u>	Monday through Friday (except for County holidays)
<u>Brenham, TX 77833</u>	

Any changes to this proposal will be in the form of a written addendum, which will be furnished to all Bidders who are listed with the County as having received a request for proposal document. No addenda will be issued later than one working days prior to the date for receipt for proposal except an addendum which, if necessary, postpones the date for receipt of proposal or cancels this proposal. Bidders shall acknowledge receipt of all addenda with their proposal.

Unless asked in the pre-proposal meeting, all questions concerning this proposal are to be submitted in writing via email to **brothermel@wacounty.com** no later than July 5, 2019. All inquiries and responses will be distributed to all Bidders known to have received the RFP document. The County will not be responsible for or bound by any oral instructions made by any employee(s) of the County in regard to this RFP. The County will answer questions by 5:00 p.m. on July 5, 2019.

IV. QUALIFICATIONS OF BIDDER

To be considered for award of this contract, the contractor must meet the following minimum qualifications:

- The contractor must be organized for the purpose of providing institutional and/or volume food service, and must have five (5) years previous correctional feeding experience with proven effectiveness in administering corrections food service programs
- The contractor must have the ability for a contract start-up by August 19, 2019
- The contractor must have qualified and trained staff; at a minimum the contract manager must have (3) years of corrections feeding experience
- The contractor shall submit a list of five references, including, at a minimum, the name of the institution, address, a contact name and phone number
- The contractor must provide Liability Insurance coverage in the amounts of:
 - Commercial General – Each Occurrence \$1,000,000
 - Damage to Rented Premise (ea occurrence) \$300,000
 - Medical Expenses (any one person) \$5,000
 - Personal & ADV Injury \$1,000,000
 - General Aggregate \$10,000,000
 - Products (COMP/OP Agg) \$2,000,000
 - Automobile (any auto) – Combined Single Limit (ea accident) \$1,000,000
 - Umbrella Liability – Each Occurrence 25,000,000
 - Aggregate \$25,000,000
 - Workers Comp (per statute) – Each Accident \$1,000,000
 - Disease (ea employee) \$1,000,000
 - Disease (policy limit) \$1,000,000
- The contractor must have food service operations in the state of Texas

V. METHOD OF AWARD

The award will be made to the contractor whose proposal is determined to be professionally and technically complete. The selection process may, however, include a request for additional information or an oral presentation to support the written proposal.

The County reserves the right to award this contract not necessarily to the contractor with the lowest price, but to the bidder that demonstrates the best ability to fulfill the requirements of the RFP. The successful contractor will be chosen based on the qualifications and selection criteria discussed in Sections IV, V, VI, and VII and of this proposal.

The successful contractor shall commence work only after the transmittal of a fully executed contract and after receiving written notification to proceed from the County. The successful bidder will perform all services indicated in the proposal in compliance with the negotiated contract.

Washington County reserves the right to reject and or all proposals for any reason in whole or in part received in response to this RFP. Washington County will not pay for any information herein requested, nor is it liable for any costs incurred by the proposer.

Contractors whose proposals do not meet the mandatory requirements will be considered non-compliant. After the evaluation of the proposals and selection of the successful contractor, all contractors will be notified in writing of the selected firm.

VI. PROPOSAL PACKAGE OUTLINE

Contractors must submit a response in the form of a proposal, which includes the following sections.

Cover Letter

The Transmittal Letter should be brief, addressed to the County, and contain the following information:

- Name and Address of the Contractor
- Name, Title and Telephone Number of the Contact Person for questions regarding the RFP response
- The signature, typed name and title of the individual who is authorized to commit the contractor to the proposal

Executive Summary

A brief overview of the contractor's proposal to the County.

Experience and Reputation of the Contractor

- The corporation's background and history, including number of years in business, number of employees, number of accounts, annual gross sales and professional association affiliations
- Depth of corporate and operational support
- At least five current references for correctional facilities similar to Washington County
- A copy of the contractor's current standard insurance certificate

Operation Plan

An overview of the contractor's plan to operate the County's facility.

Management and Staffing

- Plan to support onsite personnel
- Resumes of key operational management personnel
- A staffing schedule for Contractor's personnel
- The ability of the Contractor to supervise inmate labor (if provided)

Training and Education

- An overview of the Contractor's staff orientation program
- Highlights of the Contractor's in-service training programs
- Certification programs
- An overview of the contractor's inmate training programs

Menus

- Summary of approach to menu management, including any support services or special programs
- Substitution policy
- Contractor's minimum food specifications
- Plan to accommodate special medical and religious diets along with a listing of various types of diets
- Sample holiday menus
- A four-week cycle menu accompanied by a summary nutritional analysis, certified by a registered dietitian must accompany the proposal along with a statement of nutritional adequacy prepared by a registered dietitian
- A plan for staff dining with sample menus
- A plan to continue food services in various emergency situations such as loss of water, loss of steam or electricity, contractor failure, work stoppage, including emergency menus
- A program to offer high quality, fresh food items to inmates and staff

Quality Assurance and Sanitation Program

- An overview of the contractor's quality assurance program including menu planning, purchasing, receiving, storage, ingredient control and processing, food preparation, portioning and serving of meals, delivery of meals, and sample forms to be used.
- Contractor's plan to ensure the overall performance of the Food Service operation
- An overview of the Contractor's sanitation program

Workplace Safety and Security

- Standards followed to ensure workplace safety goals are maintained
- Plan to maintain security controls
- Tool control program
- Plan to control "hot" items

Accounting and Reporting

- Description of the contractor's computerized reporting and accounting system to include food production, inventory management and ordering, along with sample reports

Transition Plan

- Provide a detailed plan and time schedule for transitioning the kitchen operation

Price Proposal

- Pricing per meal to be provided per Attachment A, on a sliding population scale for inmate meals
- Pricing for staff meals

VII. SCOPE OF WORK

Contractors will be expected to provide the following services as part of the food service program:

A. Food Requirements

The contractor shall meet mandatory technical requirements as specified in this section. Failure to meet these requirements will result in the rejection of the contractor's proposal.

The contractor shall provide three meals per day, at least two of which will be hot, seven days per week, together with sack lunches of comparable nutritional value, as required by the facility. One of the three daily meals may be a cold meal.

No more than 13 hours shall pass between the dinner and breakfast meals. A meal schedule shall be mutually agreed upon between the contractor and the Sheriff's Office personnel.

All menus and special diets must meet the standards for adult holding and detention facilities as established by the American Correctional Association. All menus will be approved prior to service, and quarterly thereafter by a registered dietitian. All meals served will provide an average of 2800 calories per day in addition to all required nutrients.

The contractor must provide a summary nutritional analysis for the menu, including the "as served" portion sizes of each menu item.

Meals will be served at appropriate temperatures and in a manner that makes them and visibly pleasing, complete with condiments (dressing, sugar, salt, pepper, ketchup, or mustard) where indicated.

The contractor shall provide meals of sufficient variety to include regional considerations for the population of the facility.

The contractor shall provide, at no additional cost/separate pricing for, religious and medical diets conforming to special religious or physician-ordered specifications. The contractor shall maintain complete records showing which inmates are to be provided medical diets, contents of the diet and whether each inmate requests and receives their prescribed meal. Copies shall be submitted to the health care service administrator on a monthly basis. Previous month's documentation is to be submitted no later than the fifth working day of each month. Health care services will provide documentation of verbal diet orders within 24 hours.

The contractor shall include sample menus in the proposal for special meals (spirit lifters) on holidays. Proposed menus and holidays shall be identified. All such meals will be provided at contract rates. A minimum of five spirit lifter meals shall be provided annually including Independence Day, Thanksgiving, Christmas, and New Year holidays, and one (1) meal to be scheduled at the discretion of the County.

At least a three-day supply of food must be maintained on site for emergency contingencies.

- B. The average daily population will be up to approximately 90 inmates. Additionally, the contractor shall expect to serve approximately 300 meals per day to staff and inmates. This section is not to be construed to mean the contractor shall serve 300 meals daily. It is only provided as a guideline for possible meals to be served. The price per meal charged shall be determined by taking the actual meals served each day times the contract price for that number of meals.
- C. The contractor shall:
- Provide all consumable supplies and food products that are required for food service operations. These supplies and food products shall remain the property of the contractor. Cleaning supplies for the kitchen area shall be provided by the contractor.
 - Be responsible for routine cleaning and housekeeping of food service preparation, service and storage areas and will, on a continuing basis, maintain standards of sanitation required by state or local regulations.
 - Assign a minimum of one employee per shift to oversee and supervise all aspects of the food service operation. Inmates will be provided as required by the contractor, subject to the approval of the Sheriff or his designee. The contractor will provide an operating schedule for all contractor staff. If available, up to 5 inmates may be utilized per shift. Inmate labor should be used to assist in the preparation of food, delivery of meals and general sanitation and cleaning.

- The contractor agrees to train and supervise such personnel, subject to the overall control of the County.
- Agree that its employees assigned to duty at the jail shall submit to periodic health examinations at least as frequently and as stringently as required by law and agrees to submit satisfactory evidence of compliance with all health regulations to the County, upon request.
- Secure and pay all federal, state and local licenses, permits and fees required for the operation of food services provided hereunder. During the period of this agreement, if it is deemed by taxing authorities that all or a portion of the services provided hereunder are to be subject to a sales or similar tax which has not been collected by the contractor, the County agrees to pay such tax.
- Contractor shall submit to the County on the first day of each week, covering the previous week, an invoice for meals ordered or served, whichever is greater. The price per meal charged to the County shall be described in the proposal and shall be guaranteed for meals for one year.
- The contractor shall return to the County at the expiration of this contract the food service premises and all equipment furnished by the County in the condition in which received except for ordinary wear and tear and except to the extent that said premises and equipment may have been damaged by fire, flood or unavoidable occurrence and except to the extent that said equipment may have been stolen by persons other than employees of the contractor without negligence on the part of the contractor or its employees; and providing that all damages and losses are reported to the County for all items covered by this paragraph. The County will pay for needed repairs caused by normal wear and tear. Equipment, which in the opinion of the County has exceeded its useful life, will be replaced by the County after consultation with the contractor.
- The contractor agrees to provide any additional food services as mutually agreed upon at prices mutually agreed to.
- The contractor shall keep full and accurate records of sales and meal count records in connection with the food services. A copy of these records shall be supplied to the Sheriff or his designee on request. In addition, all such records shall be available for auditing by the County at any time during regular working hours.
 - a. Facility inspections shall be made by the County when deemed necessary, with or without advance notice to the contractor. The facilities and equipment used in the contract shall not be used to prepare food for agencies or persons other than those designated under the proposal without advance written approval of Washington County.
 - b. Inspections of kitchen facilities by County and State Health agencies must achieve satisfactory ratings.

- Food service personnel employed by the contractor will be properly attired in a clean uniform at all times. Contractor will provide said uniforms to its personnel. Hair restraints will be worn at all times such personnel are performing duties areas where food is stored, prepared or consumed.
- All prospective contractors must visit and examine the facility as a precondition to their proposal.

D. Staff Requirements:

- Contractors to provide all management, hourly employees, fringe benefits, food products and supplies necessary to provide food service for inmates and staff.
- All employees of the contracting firm who will work in the jail must be cleared by the Sheriff's Office. All employees must comply with the written policy and procedures relating to facility security.
- All proposals must clearly detail the proposed use of the food service manager and inmates as part of the contractor's food service proposal. Included in this section shall be detailed explanation of method of supervision, job description and overall approach to working with County employees.
- Inmates are not permitted to supervise other inmates.
- All employees of the contractor shall complete 24 hours of approved in-service training annually on a monthly basis on the first working day of the subsequent month. In addition, all such records shall be available for auditing by the County at any time during regular working hours.

VIII. CONTRACT REVIEW

Washington County and the Food Service Provider shall, within 30 days of execution of an agreement, set dates through the scheduled contract termination date for quarterly review meetings between the Sheriff or his designee and the Food Service Provider personnel for the evaluation and amendment, if necessary, of the Agreement.

The facility and the Food Service Provider shall, within 30 days of execution of an agreement, formulate a monthly report form that will establish the basis for the quarterly review sessions.

IX. TERMINATION OF CONTRACT

- Termination for Cause: Washington County may terminate the contract at any time that the Contractor fails to carry out its provisions or to make substantial progress under the terms specified in the contract.

1. Washington County shall provide the Contractor with 30 days written notice of conditions endangering performance. If after 30 days written notice the Contractor fails to remedy the condition contained in the notice, Washington County shall issue an order to stop work immediately.
 2. Washington County shall be obligated to reimburse the Contractor only for those services rendered prior to the date of notice of termination, less any liquidation damages that may be assessed for non-performance.
- Either party upon receipt of not less than ninety (90) days written notice, may terminate this contract prior to the end of the contract period without penalty to either party.
 - Lack of Funds: Notwithstanding any other provisions of the contract, if the funds anticipated for the continued fulfillment of this contract are at any time not forthcoming, through the failure of the county government to appropriate funds, discontinuance or material alteration of the program under which funds were provided, Washington County shall have the right to terminate the contract without penalty by giving not less than ninety (90) days written notice documenting the lack of funding.

X. RESPONSIBILITY OF COUNTY

Washington County shall be responsible for and provide:

- Accurate and timely orders for the numbers of meals to be served to inmates, correctional officers and staff within two (2) hours of the time for meals to be served.
- Provide adequate ingress and egress to all production areas.
- Adequate heat, light, ventilation and all other utilities. Washington County shall provide local intercom and business telephone service to the contractor at no charge. This telephone shall be used only for local service, business -related calls. Should the contractor desire local service for personal use and other non-business related calls or long distance calls, whether business or personal, a separate telephone not connected to the county system shall be installed at the contractor's expense.
- Extermination and trash removal services.
- General maintenance to the building structure including, but not limited to the maintenance of gas, water, sewer, ventilation, lighting, air conditioning, refrigeration, duct work, floor coverings, and wall and ceiling surfaces. The county's maintenance does not include day-to-day cleaning operations in the kitchen area.
- Adequate preparation, storage and holding equipment and maintenance of the same.
- Security, control and limitation of inmate movement in, to and from the food service area, including physical security of employees, suppliers and other authorized contractors.

- Maintain kitchen appliances and equipment.

XI. ALTERNATE PROPOSALS

Washington County is interested in receiving any alternate menus or proposals that would be beneficial to the County.

XII. EVALUATION CRITERIA

The selection committee will review all proposals and make its recommendations for selection. The primary criteria for making a selection will be as follows:

1. The respondent's demonstrated experience and expertise in working in correctional kitchens via references submitted. Experience shall include current service in correctional facilities of similar size and scope, as well as the experience of assigned staff, district manager, dietician, transition team, and local and regional support network. — 25 points
2. An operating plan that best meets the stated objectives and needs of the FACILITY. — 30 Points
3. Menus, to include food quality, nutritional adequacy, acceptability, and stated standards. — 25 Points
4. The price per meal proposed. Lowest price may not necessarily be awarded; the contract award will be based on a program that best meets the overall needs of COUNTY.— 20 Points

During the evaluation of proposals, the County may require clarification of information or may invite Proposers to an oral presentation to amplify and or validate proposal contents.

The selection decision will be based on the respondent's written proposal plus any requested presentations.

ATTACHMENT A - COST PROPOSAL SUMMARY

I, _____ a duly authorized representative of the below named firm, do hereby submit the following sealed proposal amount for the _____ Food Service Contract and to provide the following for the price per meal as listed:

1. A Food Service Director and the hourly labor needed to operate the food service at the Washington County Jail.
2. Payment of all fringe benefits for this company's employees.
3. Payment of all taxes, licenses and insurance costs.
4. Provision of uniforms and name tags for all employees.
5. Purchase of all food products and supplies required.
6. Preparation and serving of wholesome food to staff and inmates of the Washington County Jail.

The price, per meal, utilizing inmate labor, to operate proposed food service:

Price per Meal

Inmate Population

Staff Meal

Kosher Meal

Submitted this _____ day of _____ 20____ .

By: _____ Title: _____
(Signature)

Representing: _____
(Name of Firm)

CONTRACTOR/BIDDER'S AFFIRMATION

Contractor/Bidder affirms that they are duly authorized to execute this 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 price, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engages in this type of business prior to the official opening of this bid.

Contractor/Bidder hereby assigns to Purchaser any and 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.

Pursuant to 262.076 (a) of the Texas Local Government Code, Contractor/Bidder, hereby affirms that Contractor/Bidder:

_____ Does not own taxable property in Washington County.

_____ Does not owe any ad valorem taxes to Washington County or is not otherwise indebted to Washington County.

Name of Contracting Company

Contact Name

Title

Mailing Address

City State Zip Code

Signature of Company Official Authorizing Bid/Offer

Printed Name

Phone Fax E-mail address

CONFLICT OF INTEREST DISCLOSURE

Beginning January 1, 2006 a new State Law (Chapter 176 of the Texas Local Government Code) requires the filing of Conflict of Interest Questionnaires by individuals and businesses...

The questionnaire requires disclosures describing certain business and gift giving relationships (if any) the filers may have with the Washington County Commissioners Court members and other elected/appointed officials.

The new law applies to:

- Businesses and individuals who contract with Washington County
- Businesses and individuals who seek to contract with Washington County, (regardless of whether a bidder is awarded the contract), and
- Agents who represent such businesses in their business dealings with Washington County

The forms for reporting are available at www.ethics.state.tx.us/whatsnew/conflict_forms.htm

If you have any questions about compliance, please consult your own legal counsel. Compliance is the individual responsibility of each individual, business, and agent who is subject to the law's filing requirement.

If you are required to file a Conflict of Interest Questionnaire, you should file with the Washington County Clerk by mailing the completed form to:

Washington County Clerk
100 East Main, Suite 102
Brenham, TX 77833