

BANDERA COUNTY, TEXAS  
REQUEST FOR PROPOSALS ACKNOWLEDGMENT  
**FOOD SERVICE PROVIDER**  
JANUARY 26, 2012

COMPANY NAME: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

MAILING ADDRESS: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_ FAX NUMBER: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

*Upon receiving the attached proposal, please fax this form to  
Bandera County Judge's Office at (830) 796-4210 or mail to P.O. Box 877 Bandera, TX 78003.*

**BANDERA COUNTY, TEXAS  
REQUEST FOR PROPOSALS  
FOOD SERVICE PROVIDER  
JANUARY 26, 2012**

**SECTION I – GENERAL INSTRUCTIONS AND INFORMATION**

**1.01 THE PURPOSE OF THIS DOCUMENT IS TO** contract for a Food Service Provider for the Bandera County Jail.

**1.02 CONTACT:** Offerors are cautioned that any oral statement by any representative of the County, modifying or changing any conditions of this RFP, is an expression of opinion only and confers no right upon the offeror.

Requests for information regarding matters related to this RFP should be directed to:

Doyle Haner  
Bandera County Judge's Office  
P.O. Box 877  
Bandera, Texas 78003  
(830) 796-3781  
(830) 796-4210 (fax)  
[dhaner@indian-creek.net](mailto:dhaner@indian-creek.net)

**1.03 SUBMISSION:** Sealed proposals shall be received by February 16, 2012 no later than 1:00 p.m.

**MARK ENVELOPE: RFP – FOOD SERVICE PROVIDER**

**RETURN PROPOSALS TO: BANDERA COUNTY JUDGE'S OFFICE  
500 MAIN STREET  
P.O. BOX 877  
BANDERA, TEXAS 78003**

Proposals must be submitted as instructed in this packet. **Three (3) copies** of your proposal shall be placed in a sealed envelope, with each appropriate page manually signed by a person having the authority to bind the firm in a contract. The proposal number and title must be clearly marked on the outside of the envelope. **No elaborate binding or binders, please.**

**1.04 NO OFFER:** If offeror does not wish to submit a proposal at this time but desires to remain on the list for this service, please submit a "NO OFFER" by the same time and at the same location as stated above.

Bandera County is always conscious and extremely appreciative of the time and effort you must expend to submit an offer. We would appreciate your indicating on any "NO OFFER" response any requirements of this RFP, which may have influenced your decision to "NO OFFER".

**1.05 ACCEPTANCE/REJECTION OF PROPOSALS:** It is understood that the Bandera County Commissioners Court reserves the right to accept or reject any and/or all proposals as it shall deem to be in the best interest of the County. Receipt of any proposal shall under no circumstances obligate the County to accept the lowest proposal. The award of the contract shall be made to the responsible offeror whose proposal is determined to be the lowest and best evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other evaluation factors set forth in this request for proposals.

**1.06 LATE PROPOSALS:** Proposals received in the County Judge's Office after the submission deadline shall be returned unopened and will be considered void and unacceptable. Bandera County is not responsible for lateness of mail, carrier, etc., and time/date stamped by Judge's Office shall be the official time of receipt.

**1.07 ALTERATION OF PROPOSALS:** Any interlineations, alteration, or erasure made before the submission deadline must be initialed by the signer of the proposal, guaranteeing authenticity.

**1.08 WITHDRAWAL OF PROPOSALS:** A proposal may not be withdrawn or cancelled by the offeror for a period of sixty (60) days following the date designated for the receipt of proposal, and offeror so agrees upon submittal of their proposal.

**1.09 ACKNOWLEDGEMENT OF PROPOSALS:** Proposals will be received and publicly acknowledged at the location, date, and time stated above. Offerors, their representatives and interested persons may be present. Proposals shall be received and acknowledged only so as to avoid disclosure of the contents to competing offeror and kept secret during the negotiation/evaluation process.

All proposals shall be open for public inspection after the contract is awarded, except for trade secrets and confidential information contained in the proposal so identified by offeror as such.

**1.10 OPENING OF PROPOSALS:** Opening of the bids by Doyle Haner or his designee, is scheduled to be held in the Bandera County Judge's Office on Thursday, February 16, 2012 at 1:00 p.m. Bids will be discussed and/or awarded at the Commissioners Court Regular Meeting on Thursday, February 23, 2012 at 10 a.m.

## SECTION II – SPECIFIC REQUIREMENTS

**2.00 GENERAL:** The following information is specific to the selection of a company for the services described in the scope of services to follow.

**2.01 EVALUATION CRITERIA:** The Commissioners Court will evaluate proposals based on a comprehensive set of criteria. The award of the contract shall be made to the responsible offeror whose proposal is determined to be the lowest evaluated offer resulting from negotiations, taking into consideration the relative importance of price and other factors set forth in this request for proposals in accordance with the Texas Local Government Code, Chapter 262.

**2.02 SUBMITTAL:** For proper comparison and evaluation, Bandera County requests that proposals address, at a minimum, the following format.

- A. **Proposal Pricing** – Cost estimates should be submitted on the Cost Estimate Sheet included in this request for proposal.
- B. **References** – Offeror shall submit with the proposal a list of **at least three (3) references** where like services have been performed by their firm **as required on the attached Vendor Reference Form**.
- C. **Affidavit** – Offeror shall complete and submit with the proposal the Bid Proposal Affidavit provided as part of this request for proposal.

**2.03 OFFEROR RESPONSIBILITY:** It is the responsibility of each offeror before submitting a proposal:

- A. To examine thoroughly the contract documents and other related data identified in the proposal documents.
- B. To consider federal, state and local laws and regulations that may affect costs, progress, performance or furnishing of the work.

## SECTION III –SCOPE OF SERVICES

**3.00 NATURE OF SERVICES REQUIRED:** Upon award of a contract by Bandera County, contractor shall be obligated to provide the following products and supplies in accordance with specifications, which are as follows:

- A. Comply with the daily food cost and nutritional needs for the general population;
- B. Provide a four-week certified dietitian approved rotational menu with a minimum 2,200 calories ADA, as well as approved substitutions. This menu will be reviewed and approved annually by the Sheriff and Jail Administrator;

- C. The daily cost of general population will not exceed \$4.00 with a minimum of 2,200 calories provided. There are currently 65 – 90 inmates served at each meal;
- D. The vendor will also provide complimentary coffee service for the Sheriff's Administration office;
- E. The Contractor must provide regional management who will make a minimum of one visit per month to the facility or as needed;
- F. The Contractor must provide all initial and ongoing training to both inmates and staff. Inmate training will include menu preparation, proper portioning, sanitation, and personal cleanliness in a food preparation area. Staff training must include menu preparation, proper portioning, inventory reporting, grocery ordering, daily meal count sheets, food cost control, and invoice reports;
- G. The Contractor must have the knowledge and expertise of "Kitchen Consulting Services;"
- H. The Contractor must comply with all federal, state, county, and local laws.

**3.01 CONTRACTUAL ARRANGEMENTS:** Bandera County reserves the right to accept or reject any (or all) proposals submitted. Bandera County is under no legal requirement to execute a contract and intends the material herein as a general description of the services desired.

#### **SECTION IV – GENERAL CONTRACT TERMS AND CONDITIONS**

**4.00 CONTRACT:** This proposal, submitted documents and any negotiations, when properly accepted by Bandera County, shall constitute a contract equally binding between the successful offeror and Bandera County. No different or additional terms will become a part of this contract with the exception of a Change Order. The term of this contract shall be for a one year period beginning \_\_\_\_\_, 2012 and ending on \_\_\_\_\_, 2013. There is an option to renew for one additional year if Commissioners Court grants the renewal as per Texas Local Government Code Chapter 262.024 (b).

The Contractor may, upon approval by Commissioners Court, adjust the charges on the basis of unusual charges in the cost of operations due to revised laws, ordinances, or regulations. Contractor shall be entitled to "pass through" fees or other impositions of any governmental or regulatory entity placed upon or charged against the business or activity of disposal of municipal solid waste by billing the County directly for such costs to the extent Contractor is affected or liable for them.

**4.01 CONFLICT OF INTEREST:** No public official shall have any interest in this contract, except as permitted by and subject to the disclosure requirements of Texas Local Government Code, Chapter 171.

**4.02 CONFIDENTIALITY:** All information disclosed by Bandera County to the successful offeror for the purpose of the work to be performed or information that comes to the attention of the successful offeror during the course of performing such work is to be kept strictly confidential.

**4.03 ADDENDA:** Any interpretations, corrections or changes to this RFP will be made by addenda. Sole issuing authority of addenda shall be vested in the Bandera County Judge. Addenda will be mailed to all who are known to have received a copy of this Request for Proposal. Offeror shall acknowledge receipt of all addenda.

**4.04 CHANGE ORDERS:** No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing by the Bandera County Judge.

**4.05 ASSIGNMENT:** The successful offeror shall not sell, assign, transfer or convey any contract resulting from this RFP, in whole or in part, without the prior written consent of Bandera County Commissioners Court.

**4.06 VENUE:** This agreement will be governed and construed according to the laws of State of Texas. This agreement is performable in Bandera County, Texas.

**4.07 SUBMITTAL OF CONFIDENTIAL MATERIAL:** Any material that is to be considered as confidential in nature must be clearly marked as such by the offeror and will be treated as confidential by Bandera County.

**4.08 MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE OFFERORS:** A prospective offeror must affirmatively demonstrate their responsibility. A prospective offeror must 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;
- D. Have a satisfactory record of integrity and ethics;
- E. Be otherwise qualified and eligible to receive an award.

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

**4.09 INDEMNIFICATION:** Successful offeror shall defend, indemnify and save harmless Bandera County and all its officers, agents and employees from all suits, actions or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful offeror, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from proposal award. Successful offeror shall pay any judgment with cost which may be obtained against Bandera County growing out of such injury or damages.

**4.10 SALES TAX:** Bandera County is, by statute, exempt from the State Sales Tax and Federal Excise Tax; therefore, the proposal price shall not include taxes.

**4.11 PATENT/COPYRIGHTS:** The successful offeror agrees to protect Bandera County from claims involving infringements of patents and/or copyrights.

**4.12 TERMINATION OF CONTRACT:** This contract shall remain in effect until completion and acceptance of services or default. Bandera County reserves the right to terminate the contract immediately in the event the successful offeror fails to:

1. Meet delivery or completion schedules, or
2. Otherwise perform in accordance with the accepted proposal.

Breach of contract or default authorizes the County to award to another offeror, purchase elsewhere and charge the full increase cost to the defaulting offeror.

Either party may terminate this contract with thirty (30) day written notice prior to either party stating cancellation. The successful offeror must state therein the reasons for such cancellation. Prior written notice must be delivered in person or sent by registered or certified mail, return receipt requested, proper postage paid, and properly addressed to the other party at the address on the affidavit for the contractor or to the Bandera County Judge, P.O. Box 877, Bandera, TX 78003.

**4.13 PERFORMANCE OF CONTRACT:** Bandera County reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default of resulting contract award.

**4.14 INVOICES:** Invoices shall be mailed directly to:

Bandera County Auditor  
P.O. Box 563  
Bandera, TX 78003

The invoices shall show detailed breakdown of all charges for the services delivered, stating the applicable period of time;

Invoices shall be based upon actual services rendered.

**4.15 PAYMENT:** Payment will be made upon receipt and acceptance by the County of all completed services and/or product ordered and receipt of a valid invoice, in accordance with the Texas Government Code, Chapter 2251.

**4.16 FUNDING:** Funds for payment have been provided through the Bandera County budget by the Commissioners Court for this fiscal year only. State of Texas statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated orders or other obligations that may arise past the end of the current Bandera County fiscal year shall be subject to budget approval.

**BANDERA COUNTY, TEXAS  
REQUEST FOR PROPOSALS  
FOOD SERVICE PROVIDER**

**COST ESTIMATE SHEET**

**THIS FORM MUST BE RETURNED WITH YOUR PROPOSAL. PLEASE INCLUDE A SAMPLE INVOICE.**

**OFFEROR:** \_\_\_\_\_

**TOTAL COST FOR MEALS PER DAY PER INMATE:** \$ \_\_\_\_\_

**NOTE: Proposals not accompanied by this Cost Estimate form will not be considered.**

# CONFLICT OF INTEREST QUESTIONNAIRE

# FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

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

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

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

## OFFICE USE ONLY

Date Received

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

**2**  Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

**3** Name of local government officer with whom filer has employment or business relationship.

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

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

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

Yes       No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

Yes       No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes       No

D. Describe each employment or business relationship with the local government officer named in this section.

**4**

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

\_\_\_\_\_  
Date

**VENDOR REFERENCES**

Please list three (3) references of current clients who can verify the quality of service your company provides. The County prefers customers of similar size and scope of work to this proposal.

**THIS FORM MUST BE RETURNED WITH YOUR PROPOSAL.**

**REFERENCE ONE**

Government/Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person and Title: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Contract Period: \_\_\_\_\_

Scope of Work: \_\_\_\_\_

**REFERENCE TWO**

Government/Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person and Title: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Contract Period: \_\_\_\_\_

Scope of Work: \_\_\_\_\_

**REFERENCE THREE**

Government/Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person and Title: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Contract Period: \_\_\_\_\_

Scope of Work: \_\_\_\_\_

**NOTE: Proposals not accompanied by this Vendor References form will not be considered.**

**BID PROPOSAL AFFIDAVIT**

The undersigned certifies that the bid prices in this proposal have been carefully reviewed and are submitted as correct and final. He further certifies that the offeror agrees to furnish any and/or all items upon which prices are extended at the price(s) offered, and upon the conditions contained in the specifications of the Invitation to Bid. The period of acceptance of this bid proposal will be sixty (60) calendar days from the date of the bid opening.

**STATE OF TEXAS** §

**COUNTY OF BANDERA** §

**BEFORE ME**, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared \_\_\_\_\_, who, after being duly sworn, did depose and say: "I, \_\_\_\_\_, am a duly authorized officer or agent for \_\_\_\_\_, and have been authorized to execute the foregoing bid proposal on their behalf. I hereby certify that the foregoing proposal has not been prepared in collusion with any other bidder or other person or persons engaged in the same line of business prior to the official opening of this bid. Further, I certify that the bidder is not now, nor has he been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination, to control the price of the services or materials bid on, or to influence any person or persons to bid or not to bid thereon.

Name and Address of Offeror: \_\_\_\_\_

Telephone: \_\_\_\_\_

By: \_\_\_\_\_ Title: \_\_\_\_\_  
(Type or Print Name)

Signature: \_\_\_\_\_

SUBSCRIBED AND SWORN to before me by the above named on this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public in and for the State of Texas

**NOTE: Proposals not accompanied by this Affidavit will not be considered.**