



WILLIAMSON COUNTY
PURCHASING DEPARTMENT
301 SE INNER LOOP - SUITE 106
GEORGETOWN, TEXAS 78626

<http://wilco-online.org/ebids/bids.aspx>

REQUEST FOR PROPOSAL

FOOD SERVICE FOR THE WILLIAMSON COUNTY JAIL FACILITY

PROPOSAL NUMBER: 11WCAP108

PROPOSALS MUST BE RECEIVED ON OR BEFORE: MARCH 1, 2011– 1:30 PM

PROPOSALS WILL BE PUBLICLY ACKNOWLEDGED: MARCH 1, 2011– 2:00 PM

PROPOSAL SUBMISSION

DEADLINE: Proposals must be received in the Williamson County Purchasing Department on or before 1:30 PM on Tuesday, March 1, 2011. Proposals will be publicly acknowledged at 2:00 pm or soon thereafter in the Williamson County Purchasing Dept., 301 SE Inner Loop-Suite 106, Georgetown, Texas.

METHODS: Sealed proposals may be hand-delivered or mailed to the *Williamson County Purchasing Department, Attn: Kerstin Hancock, Suite 106, Williamson County Inner Loop Annex, 301 SE Inner Loop, Georgetown, Texas 78626*.

LOCATION DIRECTIONS: Please see page 15 of this document for a map and directions to the Williamson County Inner Loop Annex.

FAX/EMAIL: Facsimile and electronic mail transmittals will not be accepted.

PROPOSAL REQUIREMENTS

QUADRUPLICATE: All proposals must be submitted in quadruplicate (1 original complete proposal set and 3 copies of the proposal set). The proposal sets should be marked "original" or "copy". A "proposal set" consists of the COMPLETED AND SIGNED Proposal Form and any other required documentation. All copies must have the same attachments as the original.

SEALED: All proposals must be returned in a sealed envelope with the proposal name, number, opening date and time clearly marked on the outside. **If an overnight delivery service is used**, the proposal name, number, opening date and time must be clearly marked on the outside of the delivery service envelope.

REFERENCES: Williamson County may require proposer to supply a list of at least three (3) references where like services have been supplied by their firm if vendor has not done business with the County within the past five (5) years. Include name of firm, address, phone number and name of representative.

LEGIBILITY: Proposals must be legible and of a quality that can be reproduced.

FORMS: All proposals must be submitted on the forms provided in this proposal document. Changes to proposal forms made by proposers shall disqualify the proposal. Proposals cannot be altered or amended after submission deadline.

LATE PROPOSAL: Proposals received after submission deadline will not be opened and will be considered void and unacceptable. Williamson County is not responsible for lateness of mail, courier service, etc.

RESPONSIBILITY: It is expected that a prospective proposer will be able to affirmatively demonstrate proposer's responsibility. A prospective proposer 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;
- d) be otherwise qualified and eligible to receive an award.

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

AWARD

THIRTY DAYS: Awards should be made approximately thirty (30) days after the proposal opening date. Results maybe obtained by contacting the Purchasing Contact.

REJECTION OR ACCEPTANCE: No more than one proposal will be awarded for any item, single department or area. Proposals may be rejected for some items, departments or areas, even though awards are made for others. The convenience of having a single source for similar items will be taken into consideration together with price in determining the lowest and best proposal.

It is understood that the Commissioners Court of Williamson County, Texas, reserves the right to accept or reject any and/or all Proposals for any or all materials and/or services covered in this Proposal request, and to waive informalities or defects in the Proposal or to accept such Proposal it shall deem to be in the best interest of Williamson County. In determining the overall best Proposal, the County may exercise either (or both) of the following options granted to local government's under the Texas Local Government Code.

Option 1 – TLGC § 271.905. This option allows the County to consider a Proposer's principal business location in determining the overall lowest and best Proposal.

Option 2 – TLGC § 271.907. This option allows the County to evaluate Proposal and give preference to goods and/or services of a vendor that demonstrates that the vendor meets or exceeds any and all state or federal environmental standards, including voluntary standards, relating to air quality. If the Proposal being submitted will have an effect on air quality for Williamson County (as it relates to any state, federal, or voluntary air quality standard), then the Proposal should provide information in narrative form indicating the anticipated air quality impact. Proposers are expected to meet all mandated state and federal air quality standards.

CONTRACT: This Proposal, when properly accepted by Williamson County, shall constitute a contract equally binding between the successful proposer and Williamson County.

The successful proposer may be required to sign an additional agreement containing terms necessary to ensure compliance with the proposal.

CONTRACT ADMINISTRATION: Under this contract, Chief Richard Elliott, Assistant Chief, Williamson County Jail, shall be the contract administrator with designated responsibility to ensure compliance with contract requirements, such as but not limited to, acceptance, inspection and delivery. The contract administrator will serve as liaison between Williamson County Commissioner's Court and the successful proposer.

CONTRACT PERIOD(S): The Initial Contract Period is April 1, 2011 through March 31, 2014.

Possible extension includes:

April 1, 2014 through March 31, 2015

April 1, 2015 through March 31, 2016

CONTRACT EXTENTIONS: At the end of the current contract period, the Commissioners Court reserves the right to extend this contract, by mutual agreement of both parties, as it deems to be in the best interest of the county. This extension will be for twelve (12) months with the terms and conditions remaining the same; and with a price adjustment at renewal time for no more than the consumer price index, the Consumer Price Index, All Urban Consumers (CPI-I), U.S. City Average, Food Away From Home Index, unadjusted, 12-months, as published by the US Department of Labor for that year. Such adjustments shall be calculated using the index for the month of December preceding the beginning of the new 12-month period and shall be effective on a prospective basis on each anniversary date of this contract and will be allowed only if approved in advance by Commissioner's Court.

The total period of this contract, including all extensions will not exceed a maximum combined period of twenty-four (24) months. The extension of this contract is contingent on the appropriation of necessary funds by Commissioner's Court for the fiscal year in question. Upon the failure of the Commissioner's Court to so appropriate in any year, the Vendor may elect to terminate this agreement, with no additional liability to the County. The County and the Vendor agree that termination shall be the Vendor's sole remedy under this circumstance.

PROPOSAL CONTACTS

Any questions, clarifications or requests for general information should be directed to the contacts listed below. Question submittals must be made via email, and are **due by Noon, 12:00 PM on Wednesday, February 23, 2011**. Every effort will be made to answer questions within 24 hours of receiving them, with an email response.

All submitted questions with their answers will be posted and updated on a daily basis to the Williamson County portal, <http://wilco-online.org/ebids/bids.aspx>

PURCHASING CONTACT:

Kerstin Hancock
301 SE Inner Loop – Suite 106
Georgetown, TX 78626
(512) 943-1546
khancock@wilco.org

TECHNICAL CONTACT:

Mark White
508 Rock Street
Georgetown, TX 78626
(512) 943-1365
mwhite@wilco.org

MISCELLANEOUS

FOB DESTINATION: All of the items listed are to be Free On Board to final destination (FOB Destination) with all transportation charges if applicable to be included in the price, unless otherwise specified in the Request for Proposal. The title and risk of loss of the goods shall not pass to the County until receipt and acceptance takes place at the FOB point.

FIRM PRICING: The price must be good from the date of Proposal opening for a fixed period of time. Unless the Proposal expressly states otherwise, this period shall be until the end of the initial term. Proposals which do not state a fixed price, or which are subject to change without notice, will not be considered. The Court may award a Contract for the period implied or expressly stated in the best Proposal.

ESTIMATED QUANTITIES: The estimated quantity of each item listed in the notice is only an estimate -- the actual quantity to be purchased may be more or less. The County is not obligated to purchase any minimum amount, and the County may purchase any reasonable amount greater than the estimate for the same unit price. Any limit on quantities available must be stated expressly in the proposal.

FUNDING: Funds for payment have been provided through the Williamson County budget approved by Commissioners Court for the October 1, 2010 thru September 30, 2011 fiscal year.

SALES TAX: Williamson County is by statute, exempt from the State Sales Tax and Federal Excise Tax.

STATEMENTS: No oral statement of any person shall modify or otherwise change, or affect the terms, conditions, plans and/or specifications stated in the various Proposal Packages and/or Proposal Instructions/Requirements.

DELIVERY: The delivery time and location for the commodity and/or service covered by this proposal shall be as stated in the various proposal packages.

PURCHASE ORDER: If required by the Williamson County Purchasing Department a purchase order(s) may be generated to the successful proposer for products and/or services. If a purchase order is issued the purchase order number must appear on all itemized invoices and/or requests for payment.

PAYMENT: Payment shall be made by check from the County upon satisfactory completion and acceptance of

items and submission of the Invoice to the ordering department for work specified by this Contract Document. All payments owed will be paid no later than thirty (30) days after the goods or services are received OR the date that the invoice is received by the Auditor's Office whichever is later. As a minimum, invoices shall include:

- (1) Name, address, and telephone number of Vendor and similar information in the event the payment is to be made to a different address
- (2) County contract, Purchase Order, and/or delivery order number
- (3) Identification of items or service as outlined in the contract
- (4) Quantity or quantities, applicable unit prices, total prices, and total amount
- (5) Any additional payment information which may be called for by the contract

Payment inquiries should be directed to the Auditor's Office, Accounts Payable Department: Donna Baker 943-1558.

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 of January 1, 2008 Vendor's are responsible for complying with Local Government Code Title 5, Subtitle C, Chapter 176. Additional information may be obtained from the County website at the following link: <http://www.wilco.org/CountyDepartments/Purchasing/ConflictOfInterestDisclosure/tabid/689/language/en-US/Default.aspx>

The Williamson County Conflict of Interest Statement is located on Page 14 of this RFP. This form must be completed, signed, and submitted with your Proposal.

ETHICS: The proposer shall not accept or offer gifts or anything of value nor enter into any business arrangement with any employee, official or agent of Williamson County.

DOCUMENTATION: Proposer shall provide with this proposal response, all documentation required by this proposal. Failure to provide this information may result in rejection of the proposal.

TERMINATION FOR CAUSE: In the event of breach or default of this contract or any other additional agreement containing terms necessary to ensure compliance with the Proposer's proposal, Williamson County reserves the right to enforce the performance of this contract or any additional agreement by any manner prescribed by law or deemed to be in the best interest of Williamson County. At Williamson County's sole discretion, the Proposer may be given thirty (30) days to cure its breach

or default prior to Williamson County's termination under this provision. Williamson County's option to offer time to cure a default or breach shall, however, in no way be construed as negating the basis for termination for non-performance.

TERMINATION FOR CONVENIENCE: Williamson County may terminate this contract and/or any additional agreement containing terms necessary to ensure compliance with the Proposer's proposal, for convenience and without cause or further liability, upon sixty (60) days written notice to Proposer. In the event Williamson County exercises its right to terminate without cause, it is understood and agreed that only the amounts due to Proposer 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 Williamson County's termination for convenience.

SILENCE OF SPECIFICATIONS: The apparent silence of these 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.

COMPLIANCE WITH LAWS: The successful proposer shall comply with all applicable federal, state and local laws and regulations pertaining to the practice of the profession and the execution of duties under this proposal including the TEXAS HAZARD COMMUNICATION ACT and THE WILLIAMSON COUNTY HAZARD COMMUNICATION PROGRAM POLICY.

PROPRIETARY INFORMATION: All material submitted to the County becomes public property and is subject to the Texas Open Records Act upon receipt. If a Proposer does not desire proprietary information in the proposal to be disclosed, each page must be identified and marked proprietary at time of submittal. The County will, to the extent allowed by law, endeavor to protect such information from disclosure. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General. Failure to identify proprietary information will result in all unmarked sections being deemed non-proprietary and available upon public request.

WORKER'S COMPENSATION

The Texas Labor Code, §406.096, requires workers' compensation insurance coverage for all persons providing services on a building or construction project for a governmental entity. The rule requires a governmental entity to timely obtain certificates of coverage and retain them for the duration of the project. The rule also sets out the language to be included in bid specifications and in contracts awarded by a

FOOD SERVICE FOR JAIL PROPOSAL

governmental entity and the information required to be in the posted notice to employees. The rule is adopted under the Texas Labor Code, §402.061. The information provided below is a result of this rule. By submitting your bid to the county, you are acknowledging that this rule is a part of these bid specifications, and that you will observe and abide by all of the requirements outlined in the rule. You are further agreeing that should your bid or proposal be accepted by the Williamson County Commissioners' Court, the necessary certificates of coverage showing workers' compensation coverage, will be provided to the following name and address, prior to beginning work:

Kerstin Hancock
Williamson County Purchasing Department
301 SE Inner Loop - Suite 106
Georgetown, TX 78626

If you have any questions related to this ruling and/or requirement, you are encouraged to contact either the Williamson County Purchasing Department at (512) 943-1546, or you may call the Texas Workers' Compensation Commission at (512) 804-4000.

Workers' Compensation Insurance Coverage:

A. Definitions: Certificate of coverage ("certificate")-A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

Duration of the project - includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity.

Persons providing services on the project ("subcontractor" in §406.096) - includes all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

B. The contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code,

Section 401.011(44) for all employees of the contractor providing services on the project, for the duration of the project.

C. The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.

D. If the coverage period shown on the contractor's current certificate of coverage ends during the duration of the project, the contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.

E. The contractor shall obtain from each person providing services on a project, and provide to the governmental entity:

(1) a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project;

(2) no later than seven (7) days after receipt by the contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

F. The contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.

G. The contractor shall notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

H. The contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

I. The contractor shall contractually require each person with whom it contracts to provide services on a project, to:

(1) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;

(2) provide to the contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;

(3) provide the contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

(4) obtain from each other person with whom it contracts, and provide to the contractor:

(a) a certificate of coverage, prior to the other person beginning work on the project; and

(b) a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

(5) retain all required certificates of coverage on file for the duration of the project and for one year thereafter;

(6) notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and

(7) contractually require each person with whom it contracts, to perform as required by paragraphs (1) - (7), with the certificates of coverage to be provided to the person for whom they are providing services.

J. By signing this contract or providing or causing to be provided a certificate of coverage, the contractor is representing to the governmental entity that all employees of the contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

K. The contractor's failure to comply with any of these provisions is a breach of contract by the contractor which entitles the governmental entity to declare the contract void if the contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the governmental entity.

PROPOSAL SPECIFICATIONS

GENERAL INFORMATION:

The County is seeking a Vendor to provide Food Service for the Williamson County Jail Facility. The specifications and contract are contained herein. The County reserves the right to evaluate and award a contract based on the best offer determined for the Jail Facility. The evaluation and award may be based on, but not limited to the following:

- Price
- Equipment
- References
- Experience
- Past Performance
- Compliance with all proposal specifications

The awarded Vendor shall furnish all labor, supplies, and foodstuff to provide a FULL FOOD SERVICE for inmates of the Williamson County Jail Facility. Williamson County will cooperate with the successful proposer for obtaining USDA surplus commodities for use in the performance of the contract.

Vendor shall enter into a binding contract with Williamson County for a period of three years. The contract period will be April 1, 2011 through March 31, 2014. A copy of the contract is made a part of this specification package.

Williamson County reserves the right to extend the awarded contract for two (2) additional one-year periods as it deems to be in the best interest of the County, and as long as at the end of each contract year, any proposed cost increase does not exceed the applicable increase in the Consumer Price Index, All Urban Consumers (CPI-U), U.S. City Average, Food Away From Home Index, from the prior year to the current year.

Site Visit: Please contact Mark White at (512) 943-1365 to arrange an appointment to see the Jail kitchen facilities.

APPLICABLE DOCUMENTS: The following list of documents must be included in the submitted proposal package:

- 1) Proposals shall have attached a minimum 21-day non-repetitive menu detailing specific portion sizes, indicating cooked or raw weights, caloric content, and seasonal variations for holiday meals.
- 2) Proposals shall have attached a Holiday menu to be incorporated into the proposed 21-day non-repetitive menu.
- 3) The menu submitted shall be reviewed and approved by a Registered Dietician. The letter of review and approval must be attached. Copies of the dietician credentials must also be attached.
- 4) Proposals shall have attached a copy of the proposer's TEXAS SALES AND USE TAX PERMIT.
- 5) Proposals shall have attached a copy of the proposer's CERTIFICATE OF ASSUMED NAME filed for record.
- 6) Proposals shall have attached a letter of application for the required insurance coverage as follows:
 - a. COMPREHENSIVE GENERAL LIABILITY, to include, Premises and Operations, Independent Contractor, Personal Injury, Products and Completed Operations, Contractual Liability and Property Damage, \$1,500,000; Workers Compensation, Statutory Limits;
- 7) PERFORMANCE BOND is required.
- 8) The OFFICIAL WILLIAMSON COUNTY PROPOSAL FORM shall be dated and properly signed.

- 9) A CURRENT FINANCIAL STATEMENT shall be included in the submitted proposal package.

FOOD PREPARATION AND SERVING:

- 1) Food for the jail inmates shall be prepared in the Williamson County Jail kitchen facility.
- 2) Food shall be served at proper temperatures; and served on insulated plastic trays and distributed to inmates.
- 3) The Vendor shall be responsible for maintaining proper food temperatures from time of preparation until actual serving of meals.

PROPOSALS: Proposals must be quoted in the following manner:

SPECIFY UNIT COST - *per person, per meal, per day.*

Jail Information:

Serving approximately 625-700 inmates - 3 meals a day, 365 days per contractual year.

SPECIFIC CRITERIA:

1. Proposal should include a detailed escalation plan for conflict resolution. This plan should include the names, addresses, telephone numbers, and e-mail addresses for individuals included in the plan.
2. The Williamson County Health Department will perform regular inspections of food and food facilities as a part of this agreement. In the event that the Health Department determines that the Vendor has had either repeated violations, major violations that have not been timely corrected, or required corrections that have not been corrected within the allowed time period, the contract will be subject to termination by the County. The Vendor will be required to provide a copy of each health inspection report to the County's contract administrator, within seven (7) days of receipt of the report.
3. Your entire proposal, if accepted for contract purposes, will become a part of the overall agreement.

**SPECIFICATIONS AND SAMPLE CONTRACT
FOOD SERVICE FOR THE WILLIAMSON COUNTY JAIL FACILITY**

This is a contract between _____, hereinafter referred to as "Vendor" and Williamson County, Texas hereinafter referred to as "County".

1. Vendor agrees to furnish all labor, equipment supplies and foodstuffs, except as provided herein, and to provide full food service for inmates of the Williamson County Jail.
2. Vendor agrees to serve tasty, appetizing, wholesome quality food and to use a minimum twenty-one (21) day non-repetitive meal plan, including special menus for holidays and for medical reasons. All menus must be reviewed and approved by a bona fide registered dietician, to meet or exceed the dietary standards for adult inmates as required by all applicable statutes.
3. Vendor agrees to serve foodstuff at the proper temperatures for safe food service. Vendor further agrees to maintain foodstuff at the proper temperatures from the time the foodstuff is prepared until the actual time that the foodstuff is delivered to the inmate units.
4. Vendor agrees to provide meals to the inmates three (3) times per day, seven (7) days per week. Breakfast shall be served at 5:30 am, lunch shall be served at 11:30 am and dinner shall be served at 5:30 pm. Sack lunches will frequently be requested. The County reserves the right to change meal times at County's discretion. Vendor further agrees that the respective serving times represent the actual time of delivery to the inmates for consumption.
5. County agrees to pay Vendor on a per day per inmate fed basis.
Vendor shall itemize meal prices as follows:

regular meal (breakfast, lunch, dinner) \$ _____

dietary snack \$ _____
6. Vendor agrees to serve meals on insulated plastic trays and to distribute the meals to the individual inmates.
7. Vendor agrees to provide an on-site Food Service Manager who is trained, experienced, and knowledgeable of food services in detention facilities. The manager assigned will be subject to review by the Williamson County Sheriff or his agent.
8. Vendor agrees that all books and records of Vendor pertaining to meal preparation and delivery subject to this contract shall be available for a period of thirty-six (36) months after the close of the fiscal year to which they pertain, for inspection and audit by representatives of the Texas Department of Human Resources, the U.S. Department of Agriculture and/or the U.S. General Accounting Office, at any reasonable time and place.
9. Vendor agrees to provide on-site employees, who are well trained, honest, reliable, and in uniform of a style and color to distinguish them from inmate workers, to successfully perform the requirements of providing food to the inmates.
10. Vendor agrees that all employees must have a valid food handler's certificate from the Health Department and that all costs associated with obtaining such certificate shall be borne by Vendor.
11. Vendor agrees that all employees shall be subject to background checks. Vendor agrees that background checks for each applicant for employment shall be performed prior to the extension of a job offer. The Williamson County Sheriff or his agent will perform checks. County shall retain the right to deny right of entry to any and all employees of Vendor.
12. Vendor agrees to provide ongoing in-service training to cover such areas as safety, sanitation and food handling to all employees and to any inmate workers provided.
13. Vendor agrees to properly and safely use and operate all electrical, gas and plumbing fixtures, equipment or appliances supplied by County or by Vendor.

14. Vendor agrees to maintain the entire food service and delivery areas, all silverware, utensils and equipment needed to prepare and serve meals in a clean and sanitary condition in compliance with all Federal, State and Local standards.
15. Vendor agrees to collect and dispose of all rubbish, garbage, litter or other waste in accordance with established policies of the Health Department.
16. Vendor agrees to submit a comprehensive, weekly invoice to the Williamson County Sheriff or his agent showing the number of meals actually served to inmates for the preceding week. This invoice shall be detailed so as to show how many inmates were provided food at each mealtime. This invoice is to be submitted each Monday of the month.
17. Vendor agrees to indemnify and hold the County harmless against any and all claims, demands, damages, costs and expense including reasonable attorney's fees for the defense thereof, arising from Vendor's use of county facilities and/or equipment or from any breach on the part of the Vendor, its employees, agents or any person(s) in or about the County facilities with the expressed or implied consent of the County.
18. Vendor agrees to provide County with proof of Workers Compensation and Employer's Liability insurance of at least \$100,000.00 per each accident; Comprehensive General (public) Liability Insurance (which shall include premises, operation, independent contractors, personal injury, products, bodily injury) in the amount of \$1,500,000.00 per occurrence, property damages insurance in the amount of \$1,500,000.00 per occurrence.
19. Vendor agrees that Williamson County shall be named as an additional insured party, be provided with a waived subrogation, be provided with thirty (30) days advance written notice prior to cancellation or material change to said insurance, and be provided with certificates of insurance evidencing the above insurance.
20. Vendor agrees to provide to County a Surety Bond guaranteeing performance of all conditions of this contract in the amount of fifty thousand dollars (\$50,000.00), said bond to be forfeited in the event that Vendor fails to satisfactorily perform this contract.
21. Vendor agrees to provide meal service to inmates at the agreed upon price, and acknowledges that due to conditions beyond control by the County, County facilities may not be available for Vendor's use at some point in time in the future.
22. Vendor agrees that the services to be provided, under this contract, are vital to County and must be continued without interruption and that upon expiration of this contract another vendor may be selected. Vendor agrees to furnish "phase-in" training and exercise its best efforts and cooperation to effectively have an orderly and efficient transition to a successor.
23. Vendor agrees that this contract is not assignable without the express written consent of the Commissioner's Court of Williamson County and that venue for suit upon this contract shall be in Williamson County, Texas.
24. County agrees to assist vendor in obtaining use of U.S. Department of Agriculture commodities in providing food service to inmates of the Williamson County Jail, however vendor shall assume all costs, both direct and indirect, in procuring such commodities and in complying with the rules and regulations of the U.S. Department of Agriculture and the Texas Department of Human Resources and that all commodities received by Vendor shall be used only in accordance with the aforementioned rules and regulations, and for the benefit of County, and only in performance of this contract. It is further agreed that Vendor shall be responsible for the proper disposition and removal of excess or stale dated commodities that have been obtained through the USDA surplus commodity program.
25. County agrees to make available for vendors use the kitchen facilities, utensils, and equipment located in the County Jail at no cost for the performance of this contract. County states, and Vendor understands, that this is only an accommodation to Vendor and that County makes no warranties, expressed or implied as to their availability, and Vendor acknowledges that vendor must have a contingency plan to provide food to the inmates in the event that County facilities are not available for his/her use. All equipment maintenance costs, including preventative maintenance costs, shall be borne by the vendor. The Williamson County maintenance department shall be notified of all necessary equipment maintenance, and vendor shall provide to the

Williamson County Maintenance Supervisor, a schedule for preventative maintenance on all kitchen equipment owned by the County, and used by the Vendor.

26. County agrees to pay all utility costs for preparation of foodstuff, but under no circumstance will County reimburse Vendor for any utility costs if Vendor uses any other facilities for preparation of food.
27. County agrees to provide pest control for all areas within County Jail, including those areas utilized by Vendor in performance of this contract, and to maintain adequate security of all food service areas during food service operations, and to provide clean uniforms for all inmate workers and to provide paper and plastic eating supplies as required.
28. County agrees to provide inmate trustees to assist in the food service to the greatest extent possible, but Vendor acknowledges that at times there may not be any inmate, trustees furnished. When inmate trustees are provided to assist in the food service, the trustees must be supervised by a County Licensed Correction Officer ONLY.
29. This agreement between County and Vendor shall be in force from April 1, 2011 until March 31, 2014. County reserves the right to terminate this contract upon sixty (60) days written notice for its convenience, and for any termination County shall pay Vendor those costs directly attributable to work done or supplies obtained in preparation for completion or compliance with contract prior to termination. In the event Williamson County pays for the cost of supplies or materials obtained for use under this contract, said supplies or materials shall become the property of Williamson County and shall be delivered to the County Jail
30. County and Vendor both agree that the Williamson County Commissioners Court shall be the sole and final authority on issues relating to this contract. Should any matter not be resolved to the Vendor's satisfaction, Vendor shall have the right to be heard in open court by Commissioners Court and the decision of Commissioners Court shall be final and conclusive, and shall be binding on all parties concerned.
31. Vendor understands that County provided equipment will be available for preparation of food for inmates and if used, shall be used for food preparation for these individuals only.

SIGNED THIS _____ DAY OF _____, 2011.

JUDGE DAN GATTIS
WILLIAMSON COUNTY JUDGE

WILLIAMSON COUNTY PROPOSAL FORM
FOOD SERVICE FOR THE WILLIAMSON COUNTY JAIL FACILITY
PROPOSAL NUMBER: 11WCAP108

NAME OF PROPOSER: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Email Address: _____

Telephone: (_____) _____ Fax: (_____) _____

Proposer must submit at least three (3) contracts, as the prime contractor, under company name as references.

1. Company Name _____

Contact _____

Title _____

Phone _____

2. Company Name _____

Contact _____

Title _____

Phone _____

3. Company Name _____

Contact _____

Title _____

Phone _____

4. Company Name _____

Contact _____

Title _____

Phone _____

5. Company Name _____
 Contact _____
 Title _____
 Phone _____



WILLIAMSON COUNTY CONFLICT OF INTEREST STATEMENT

I hereby acknowledge that I am aware of the Local Government Code of the State of Texas, Section 176.006 regarding conflicts of interest and will abide by all provisions as required by Texas law.

Printed name of person submitting form:

Name of Company:

Date:

Signature of person submitting form:

Notarized:

Sworn and subscribed before me

by: _____

on _____
(date)

The undersigned, by his/her signature, represents that he/she is authorized to bind the proposer to fully comply with the terms and conditions of the attached Request for Proposal, Specifications, and Special Provisions for the amount(s) shown on the accompanying proposal sheet(s). By signing below, you have read the entire document and agreed to the terms therein.

Signature of Person Authorized to Sign Proposal

Date of PROPOSAL:

Printed Name and Title of Signer:

DO NOT SIGN OR SUBMIT WITHOUT READING ENTIRE DOCUMENT

THIS FORM MUST BE COMPLETED, SIGNED, AND RETURNED WITH PROPOSAL

Williamson County Inner Loop Annex

Address:

301 SE Inner Loop
Georgetown, TX 78626

Directions:

From South (Austin, Round Rock)

Take IH-35 Northbound

Exit 259

Stay on frontage road for approximately 2 miles

At stop sign, go right on Inner Loop

Just past Snead Drive, the Inner Loop Annex is on the left

Main entrance is on the side of the building by the flagpoles

From North (Georgetown, Jarrell)

Take IH-35 Southbound

Exit 259

At stop sign, go left under the overpass

At stop stay straight onto Inner Loop

Just past Snead Drive, the Inner Loop Annex is on the left

Main entrance is on the side of the building by the flagpoles

INNER LOOP ANNEX FLOOR PLAN

