

DENTON COUNTY, TEXAS

REQUEST FOR PROPOSAL

MEAL SERVICES

RFP #04-01-1481

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DENTON COUNTY, TEXAS

REQUEST FOR PROPOSAL

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MEAL SERVICES

I. INSTRUCTIONS

- A. RETURN SIX (6) COPIES OF ENTIRE PACKET AND YOUR SUBMITTAL BY U. S. MAIL TO:

DENTON COUNTY PURCHASING DEPARTMENT
P. O. BOX 2383
DENTON, TEXAS 76202

OR DELIVER TO THE OFFICE OF THE DIRECTOR OF PURCHASING:

DENTON COUNTY PURCHASING DEPARTMENT
401 W. HICKORY, SUITE 324
DENTON, TEXAS 76201

In the event of inclement weather and County Offices are officially closed on a RFP opening day, RFPs will be received until 2:00 p.m. of the next business day, at which time said RFPs will be publicly opened.

The Enclosed REQUEST FOR PROPOSAL is for your convenience in submitting an offer for the enclosed referenced services for Denton County.

Sealed proposals shall be received no later than:

2:00 P.M., Monday, July 8, 2002

MARK ENVELOPE: RFP Meal Services, RFP #04-02-1481

If offerer does not wish to submit an offer 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. If response is not received for three consecutive RFP's, offerer shall be removed from list. If however, you choose to "NO OFFER" this service and wish to remain on list for other services, please state the particular service under which you wish to be classified.

Denton County is always very 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 and requirements of this RFP which may have influenced your decision to "NO OFFER".

- B. **IT IS UNDERSTOOD THAT** Denton County, reserves the right to accept or reject any and/or all proposals as it shall deem to be in the best interest of Denton County. Receipt of any proposal shall under no circumstances obligate Denton County to accept the lowest proposal. The award of the contract shall be made to the responsible offerer 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 the request for proposal.
- C. **PROPOSALS SHALL** include this RFP and all additional documents submitted. Each proposal shall be placed in a separate sealed envelope, manually signed in ink by a person having the authority to bind the firm in a contract and marked clearly on the outside. Facsimile transmittals shall not be accepted.
- D. **LATE PROPOSALS:** Proposals received in County Purchasing Office after submission deadline shall be returned unopened and will be considered void and unacceptable. Denton County is not responsible for lateness of mail, carrier, etc., and time/date stamp clock in Purchasing Office shall be the official time of receipt.
- E. **ALTERING PROPOSALS:** Any interlineation, alteration, or erasure made before receiving time must be initialed by the signer of the proposal, guaranteeing authenticity.
- F. **WITHDRAWAL OF PROPOSAL:** A proposal may not be withdrawn or cancelled by the offerer for a period of ninety (90) days following the date designated for the receipt of proposal, and offerer so agrees upon submittal of their proposal.
- G. **PROPOSALS WILL BE** received and publicly acknowledged at the location, date, and time stated above. Offerers, 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 offerers and kept secret during the negotiation/evaluation process.

However, 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 offerer as such.

II. SCOPE OF WORK

A. PURPOSE

Denton County's intent of this Request for Proposal and resulting contract is to obtain proposals from and the services for the labor, equipment, supplies and foodstuffs, except as provided herein, to provide full food services for inmates and detainees of the Denton County Law Enforcement Center and Juvenile Detention.

B. INFORMATION/QUESTIONS

Request for information related to this RFP should be directed, in writing, to:

Beth Fleming, C.P.M., Director of Purchasing
401 W. Hickory, Suite 324
Denton, Texas 76201
940-349-3130/Fax 940-349-3131
beth.fleming@dentoncounty.com

C. EVALUATION CRITERIA AND FACTORS

The award of the contract shall be made to the responsible offerer 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 the Request for Proposals in accordance with the Texas Local Government Code, Chapter 262. The evaluation criteria will be grouped into percentage factors as follows:

20% Offerer's qualifications/experience

1. Demonstrated prior experience in providing similar services
2. Demonstrated qualifications

60% Offerer's total proposed price

1. Price inclusive of all provisions of specifications
2. Proposed cost efficiencies

20% Proposed service meeting Denton County's needs and requirements

1. Meets all minimum requirements of RFP
2. Proposed methodology for improved service

Negotiations may be conducted with responsible bidders who submit proposals determined to be reasonably susceptible of being selected for award. All bidders will be accorded fair and equal treatment with respect to any opportunity for negotiation and revision of proposals. Revisions to proposals may be permitted after submission and before award for the purpose of obtaining best and final offers.

D. SUBMITTAL:

For proper comparison and evaluation, Denton County requests that proposals address, at a minimum, the following format. All required sample menus, dietitian's certification, contingency emergency plans and proposed transition plan shall also be included.

1. **Cover Letter** - A brief introductory letter of representation.
2. **Executive Summary** - A brief summary highlighting the most important points of the proposal. If used, the Summary should not exceed five pages.
3. **Degree of Compliance** - A statement that all services quoted in proposal are in full accord with the specifications or a brief listing of all those specification sections to which the offerer takes exception. All comments shall be listed and numbered in order of the respective article of the specification.
4. **Cost Submittals/Rates**
The cost proposal should contain the all inclusive cost for:
 1. Adult Inmate Meals;
 2. Trustee Meals;
 3. Juvenile Meals:
 - a. Breakfast
 - b. Lunch
 - c. Dinner
 - d. Snack; and
 4. Staff Member Meals
5. **Descriptive Literature** - Illustrative or descriptive literature, brochures, specifications, drawings, diagrams, etc., that provide additional Offerer/product information with regard to issues addressed in other areas of the Offerer's proposal.
6. **Contractor Background Information** - This section shall include a description of the offerer's (and subcontractors if used) experience with other services similar to the one described herein. This information should include scope of several similar jobs including magnitude and cost, customer contacts and other information that Denton County can use as a basis for performance evaluation. This section should also include information on your organization and staff assigned to the project. A management organizational chart and proposed work schedule shall be included in graph form that indicates the days of the week and hours to be worked for each employee including the Manager and Assistant Manager.
7. **References** - Offerer shall submit with this proposal a list of at least three (3) references where like services or similar projects have been performed by their firm. References shall include name of firm, address, telephone number and name of representative.

8. **Documentation** – Proposal shall include acknowledgement/explanation of all requirements of Section III - Statement of Work. Denton County would encourage offerers to utilize an electronic copy of the RFP and respond in bold directly below each section. Exceptions shall be clearly identified. Documentation shall include all documents required herein including, but not limited to, sample menus, dietician's certification, contingency emergency plans, and transition plan.
9. **Bid Bond** as required herein.
10. **Affidavit, Appendix A and Appendix B** as required herein.

E. **TERM**

The initial term of the contract shall be for October 1, 2002 through September 30, 2003. The contract term will be for an initial one year period with an option to renew for four additional one year terms for a maximum period of five years. Such option to renew shall be exercised in writing solely at the discretion of Denton County Commissioners Court, subject to any Price Re-determination Provisions, if any, outlined elsewhere in this RFP, and further, only if all terms and conditions except the affecting price as re-determined by Price Re-determination Provision, a Supplemental Agreement extending the contract period, to be issued not later than ninety (90) Days prior to expiration of this contract, nor later than the final day of the contract period. Option to renew may cover not more than a one (1) year period, and the total period of this contract, including all extensions as a result of exercise of this option may not exceed a maximum combined period of five (5) years.

F. **BONDING**

A bid bond is required in the amount of 5% of the total proposal indicating bondability. Denton County will require a Performance Bond in the amount of 15% of the contract sum which is renewable on an annual basis as a requirement of the contract. Performance Bond must be from a surety company listed in the most recent U.S. Department of Treasury Circular 570. Cost of bonds shall be included in offerer's proposed cost.

G. **PRE-PROPOSAL CONFERENCE**

A Pre-Proposal Conference is scheduled for Wednesday, June 19, 2002, at 2:00 p.m. as indicated in Section III. J. A tour of the facilities will be conducted by staff of the Sheriff's Department and Juvenile Detention Center immediately following the Pre-Proposal Conference. No individual tours will be given.

H. BIDDER RESPONSIBILITY

It is the responsibility of each vendor before submitting a proposal:

1. To examine thoroughly the contract documents and other related data identified in the proposal documents.
2. To visit the site to become familiar with and satisfy vendor as to the general, local, and site conditions that may affect cost, progress, performance, etc.
3. To consider federal, state, and local laws and regulations that may affect costs, progress, performance or furnishing of the work including established requirements of the National School Lunch/Breakfast/At-Risk Program (NSLP, SBP and ARP).
4. To study and carefully correlate vendor's knowledge and observations with the contract documents and such other related data.
5. To promptly notify the County Director of Purchasing of all conflicts, errors, ambiguities, or discrepancies which vendor has discovered in or between the contract documents and such other related documents.

III. MINIMUM TECHNICAL REQUIREMENTS

A. STATEMENT OF WORK

1. Contractor shall furnish all labor, office equipment (i.e. Computer, fax, copier, long distance phone), supplies, and foodstuffs, except as provided herein, to provide full food services for inmates and detainees of the Denton County Jail and Juvenile Detention and staff. Denton County's current rates are \$.873 for adult inmate meals, \$1.225 for trustee meals, \$1.128 for juvenile meals and \$1.50 for staff meals.
2. The food service provided to the Denton County Jail shall meet all current rules and regulations as established by:
 - a. The American Correctional Association
 - b. The Food and Nutritional Board of the National Academy Science as prescribed for Inmates
 - c. The National Sheriff's Association
 - d. The Texas Commission on Jail Standards
3. The food service provided to the Denton County Juvenile Detention Facility shall meet all current regulations as established by:
 - a. The National School Lunch/Breakfast/At-Risk Program
 - b. The Texas Department of Human Services Special Nutrition Programs

- c. Adhere to NSLP, SBP AND ARP meal planning system – enhanced food based for grades 7-12 required amount.

B. MEALS

1. **Standards**

The successful Contractor will be required to serve a balanced diet. Therefore, all bidders as part of solicitation are required to submit a regular menu detailing at a minimum twenty-one (21) day meal plan, specific portion sizes (indicating cooked or raw weight when appropriate), caloric content and seasonal variations due to twenty-one (21) cycle meal plan. The contract shall include a special menu of proposed meals for inmates or detainees on special, modified, medical and/or religious diets (e.g. salt-free, bland, Muslim, etc.) **The contractor shall not purchase or serve any pork products in order to comply with religious diet requirements.** Both regular and special menus shall meet or exceed the applicable dietary standards for adult inmates and detainees for nutritional and caloric content as established herein.

The dietitian's certification must accompany this bid in order for this bid to be considered responsive.

2. **Food Safety Standards**

All foods must be prepared, held and stored in compliance with USDA standards and local health agency requirements.

C. ADULT INMATE MEALS

1. **Meal Services - Inmates/Detainees**

Meals are to be provided to the inmates and detainees of the Denton County Jail in the following manner and pursuant to the rules and regulations of the Texas Commission on Jail Standards.

In a lockup, food shall be served a minimum of two times in any 24-hour period; provided that any person being held for more than 24 hours shall be served three meals in the 24-hour period after the first 24 hours. In jails, food shall be served three times in any 24-hour period. If more than 14 hours pass between three meals, supplemental food must be served. Minimum caloric count is 2800 for adult inmates.

2. **Meal Services - Trustees**

Denton County has a successful Inmate Work Program involving approximately 160 trustees. Contractor shall provide Trustee Meals with double entree portions. Differences may be reflected in the prices for Trustee meals. A sample weekly menu for Trustee Meals shall be included with bid.

3. **Meal Distribution**

Inmate meals are served in their housing units pursuant to the rules and regulations promulgated by the Texas Commission on Jail Standards. Distribution of meals will begin at 5:00 a.m. for breakfast, 10:30 a.m. for lunch and 4:30 p.m. for dinner.

4. **Meal Services - Staff**

Contractor shall provide meals to the staff of the jail on a reimbursable basis. Collection of funds for such meals shall be made at the time of consumption. Staff meals shall be served on the same schedule as Inmates/Detainees (3 meals per day). Staff meals will be served in the dining room. The dining room has a salad bar and steam table. The bid will need to include provisions for these services. Other services required for staff will include two or more choices in the four food groups plus a selection of salads. Differences may be reflected in the prices for staff meals. Contractor will be responsible for collection for staff meals at no expense to County. A sample weekly menu for employee meals should be included with bid. The Law Enforcement Center has a current employee count of 400 employees with approximately 57% working the 8:00 a.m. to 5:00 p.m and the 7:00 a.m. to 3:00 p.m. shifts. Staff meals shall be served between 5:00 a.m. and 8:00 a.m. for Breakfast, 11:00 a.m. and 1:00 p.m. for Lunch and 4:00 p.m. and 6:00 p.m. for Dinner.

D. JUVENILE MEALS

1. Contractor shall prepare and deliver all meals to the Juvenile Detention Center kitchen receiving area. Contractor must provide meals, when requested, up to one hour prior to the meal times of 8:00 a.m., 12:00 p.m. and 5:00 p.m.
2. Contractor shall develop a tracking process to account for meals provided for Juvenile Detention Services, Juvenile Post-adjudication, and the Juvenile Justice Alternative Education Program. A tracking form shall be provided to account for the total daily meal count with sub categories for each juvenile program.
3. Contractor shall provide breakfasts and lunches that meet the requirements of the National School Lunch Program/School Breakfast Program.
4. Contractor shall comply with all applicable published requirements for the application for the National School Lunch Program/School Breakfast Program.
5. Contractor shall attend required National School Lunch Program/School Breakfast Program training.
6. Contractor shall provide meals that meet the dietary requirements of the United States Department of Agriculture school breakfast, lunch and dinner dietary allowances.

7. Contractor shall provide modified diets as requested by the detention superintendent or his designee for juveniles with health needs or religious requirements.
8. Contractor shall provide a registered dietitian to complete a nutritional analysis annually to assure compliance with the Healthy School Meals Initiative.
9. No adult inmate labor shall have contact, voice, visual, or otherwise with juveniles under supervision of the juvenile probation department. Inmates assisting in food service delivery shall not enter the juvenile facility complex at any time.
10. A minimum of two hot meals and one other meal which need not be hot shall be provided each day.
11. Contractor shall provide a snack with each dinner meal served to Juveniles.
12. The average daily population of Juveniles is currently 50. The Juvenile Detention Center currently houses 96 detainees.
13. During the public school year, the Juvenile Justice Alternative Education Program will require approximately 70 meals per day for lunch only.

E. NATIONAL SCHOOL LUNCH/BREAKFAST/AT-RISK PROGRAM REQUIREMENTS

1. It is Denton County's responsibility as the School Food Authority (SFA or 'County') to insure the Food Service Management Company (FSMC or 'Contractor') performs the food service operation in conformance with SFA's agreement under the program. (7 CRF §210.16(a)(2))
2. County, as the SFA, will retain signature authority for: the agreement with the State Agency (SA) to participate in the NSLP, SBP and SMP, including the SFA's free and reduced price policy statement; and the monthly Claim for Reimbursement. (7 CRF §210.16(a)(5))
3. It is the SFA's responsibility to ensure that all USDA donated foods received by the SFA and made available to the FSMC, including processed donated foods, accrue to the benefit of the SFA's nonprofit school food service and are fully utilized therein. This provision also applies to any refunds received from processors. Further, the SFA retains title to USDA donated foods. (7 CRF §210.16(a)(6)).

The County, as Federal and State rules permit, hereby consents to Contractor's use of available U.S. Department of Agriculture Commodities in providing food service. However, Contractor 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. Specifically, Contractor agrees as follows:

- a. That any U.S. Department of Agriculture Commodities received by the Contractor on behalf of the County pursuant to this agreement shall accrue only to the benefit of the County and shall be utilized by the Contractor only in the performance of this contract. Credit for such purchases will be clearly annotated on billing statements to the County.
 - b. That any books and records of the Contractor pertaining to meal preparation and delivery shall be available for a period of 36 months and 90 days after the close of the Federal fiscal year (October 1st to September 30th) 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 Comptroller General at any reasonable time and place. If audit findings have not been resolved, the records must be retained beyond the 3-year period for as long as required for the resolution of the issues raised by the audit. (7 CFR §210.16(c)(1) and §210.16(c))
 - c. The use of USDA donated foods for special functions conducted outside of the nonprofit school food service is prohibited.
 - d. The FSMC accepts liability for any negligence on its part that results in any loss of, improper use of, or damage to USDA donated foods. The FSMC shall maintain accurate and complete records with respect to the receipt, use/disposition, storage and inventory of USDA donated foods.
 - e. Utilization of USDA donated foods shall be on a first-in first-out basis.
4. It shall be the SFA's responsibility to maintain all applicable health certifications and to assure that all State and local regulations are being met by the FSMC preparing or serving meals for Denton County's SFA facility. The FSMC shall have State or local health certification for any facility outside the school in which it proposes to prepare meals for the duration of the contract. (7 CFR §210.16(a)(7) and (c)(2))
 5. It shall be the SFA's responsibility to monitor the food service operation through periodic on-site visits to ensure the food service is in conformance with program regulations. (7 CFR §210.16(a)(3)) The SFA may also implement internal controls as required under 7 CFR § 210.8(a) and to ensure resolution of program review and audit findings.
 6. Records must be made available to the Comptroller General, USDA, the SA, and the SFA, upon request for the purpose of making audit, examination, excerpts and transcriptions. (Appendix C: OMB Circular No. A-102, Attachment O, paragraph 14.h.) The FSMC must adhere to the record retention requirements,

i.e., records must be retained for a period of 36 months and 90 days after the SFA submits the final Claim for Reimbursement for the fiscal year for inspection and audit by representatives of the SFA, SA, USDA and the Comptroller General, at any reasonable time and place. If audit findings have not been resolved, the records must be retained beyond the 3-year period for as long as required for the resolution of the issues raised by the audit. (7 CFR §210.16(c)(1) and §210.23(c))

8. The FSMC shall develop a 21-day cycle menu to be approved by the SA in accordance with the meal pattern requirements including specific portion sizes (indicating cooked or raw weight when appropriate), caloric content and seasonal variations as specified in 7 CFR Part 210. The FSMC is required to adhere to the cycle menu for the first 21 days of meal service, with changes thereafter made only with the approval of the SFA. (7 CFR § 210.16(b)(1)).
9. It shall be the SFA's responsibility to retain control of the quality, extent, and general nature of its food service program. (7 CFR § 210.16(a)(4))
10. No payment is to be made for meals that are spoiled or unwholesome at time of delivery.
11. No payment is to be made for meals that do not meet detailed specifications as developed by the SFA for each food component or menu item specified in the meal pattern requirements of 7 CFR Part 210; or do not otherwise meet the requirements of the contract. (7 CFR § 210.16(c)(3))
11. The FSMC shall submit pricing on a fixed cost basis as required in Section II.D.4. of these specifications. Contracts are not permitted to contain a "cost-plus-a-percentage-of-cost" or "cost-plus-a-percentage-of-income" provision. (7 CFR § 210.16(c))
12. The SFA retains control of the nonprofit school food service account and overall financial responsibility for the nonprofit food service operation. (7 CFR § 210.16(a)(4))

13. The FSMC shall maintain such records as the SFA will need to support its Claim for Reimbursement and must, at a minimum, report claim information to the SFA promptly at the end of each month. All such records shall be made available to the SFA upon request. The FSMC must retain records to support the SFA's Claim for Reimbursement for the daily number of meals served, by type. (7 CFR §210.16(c)(1))
14. The FSMC must include certification of compliance with the provisions of the following Acts and regulations, as specified below:
 - a. Energy Policy and Conservation Act. (Appendix C: OMB Circular No. A-102, Attachment O, paragraph 14.j)
 - b. Provisions of the Contract Work Hours and Safety Standards Act for those contracts involving food service workers whose duties are manual or physical in nature. (Appendix C: OMB Circular A-102, Attachment O, paragraph 14.f.)
 - c. Executive Order 11246, entitled "Equal Employment Opportunity", as amended by Executive Order 11375 and Department of Labor Regulations (Appendix C: OMB Circular A-102, Attachment O, paragraph 14.c.)
 - d. Debarment, Suspension, Ineligibility and Voluntary Exclusion - - Lower Tier Covered Transactions. (Appendix A: 7 CFR Part 3017)
 - e. Section 306 of the Clean Air Act (42 USC 1857(h)), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738 and Environmental Protection Agency regulations. (Appendix C: OMB Circular No. A-102, Attachment O, paragraph 14.i)
 - f. Certification Regarding Lobbying, pursuant to 31 USC 1352, (Appendix A: 7 CFR Part 3018)
 - g. Disclosure of Lobbying Activities, pursuant to 31 USC 1352, (Appendix A: 7 CFR Part 3018)
15. FSMC must buy American based on NSLP, SBP AND ARP requirements.

F. STAFF AND TRAINING

1. **Food Service Manager**

Food shall be served only under the immediate supervision of a food staff member. Therefore, the Contractor will provide an on-site Food Service Manager who is trained, experienced, and knowledgeable of food services in a jail facility and NSLP, SBP AND ARP requirements. The Manager assigned will be subject

to review by the Sheriff and staff of the Sheriff's Department. A resume plus correctional experience used in selecting the on-site Manager will be included with the Contractor's bid. Interviews with the proposed Manager may be required prior to award.

2. **Assistant Manager**

In the event above stated Food Service Manager is absent due to sickness, vacation or any other reason, Contractor shall furnish an acceptable Assistant Manager as a replacement. A resume of the employee or employees who will function in this capacity must also be furnished with the bid. The Assistant Manager shall also be assigned full time to Denton County so that all shifts of meal preparation and distribution are adequately supervised by the Food Service Manager or Assistant.

3. **On-Site Employees**

- a. In addition to the above, the Contractor will be required to provide on site employees who are well-trained, honest and reliable and in uniform of a style and color to distinguish them from inmate workers. Contractor personnel will be responsible for preparing meals and the officers and inmates will be responsible for delivery.
- b. All Contractor employees and inmate workers provided by the County must have a valid food handlers certificate from the City of Denton Health Department pursuant to Health & Safety Code Section 438.033. All costs associated with obtaining such certificates for Contractor employees shall be borne by the Contractor.
- c. Employees shall be subject to background checks. Checks will be accomplished by staff of the Sheriff's Department. The County shall retain the right to deny entry to any and all staff of the Contractor.
- d. The Contractor will provide on-going in-service training to cover such areas as safety, sanitation, and food handling. Jail staff, in cooperation with the Contractor, will provide on-going, in-service training to cover such areas as security, policies, and procedures in Basic Jail School provided by Denton County at no cost to the Contractor. Denton County will provide necessary testing (polygraph and psychological) to certify Contractor's employees.
- e. Salaries paid shall meet the minimum established by both State and Federal law.
- f. The Contractor will provide a minimum of one (1) employee assigned to the staff dining room at all times.

- g. The Contractor shall provide Denton County with an adequate number of employees to provide efficient meal service within the performance requirements of these specifications. At a minimum, the Contractor shall provide five (5) employees in addition to the Food Service Manager and Assistant Manager inclusive of the employee assigned to staff dining.

4. **Inmate Labor**

- a. Inmate workers, when available, may be provided. Contractor will provide sufficient certified staff with which to supervise any inmate workers provided. Personnel working with inmate labor must meet the minimum requirements for licensing as Texas Jailers in order to legally supervise said inmates. Contractor is required to directly supervise all inmates who serve portions in trays in a ratio, at a minimum, of one (1) supervisor to every six (6) trustees.
- b. A statement from the Contractor will be required to demonstrate its ability and knowledge in the supervision and control of inmate labor. Statement will include an explanation of training programs designed for inmate labor. Such statements will be submitted with Contractor's bids.
- c. Notwithstanding the above, the Contractor is required to furnish sufficient number of employees to perform all required services in a professional manner.

G. USE OF FACILITY AND EQUIPMENT

- 1. The kitchen facility at the Denton County Jail together with kitchen utensils and equipment located therein will be made available to the Contractors under this contract. However, such physical plant and equipment is only an accommodation to Contractor and the County makes no warranties, express or implied as to their availability in the event of force majeure and Contractor must have a contingency emergency plan acceptable to the County for such an emergency. This plan must be a part of this proposal.
- 2. A joint inventory of County owned equipment will be conducted at the earliest possible date by the Contractor and the Sheriff's Office staff to determine quantities and serviceability of equipment on hand. Repairs of County equipment will be at the expense of the County. Additional equipment found to be reasonably needed from inventory will be purchased at the County's expense. Equipment will remain the property of the County.
- 3. Contractor shall properly and safely use and operate all electrical, gas and plumbing fixtures, equipment or appliances connected thereto.

H. SANITATION

1. The entire food service and delivery areas (including loading dock and garbage disposal container) will be operated and maintained in a clean and sanitary condition and in complete compliance with all Federal, State and Local standards, including but not limited to the regulations promulgated by the City and enforced by the Health Department, and the Rules on Food Service Sanitation adopted by the Texas Board of Health on November 30, 1977. The Contractor shall furnish all labor, supplies, materials, and supervision necessary to keep the areas assigned in a clean, sanitary, and orderly condition at all times and in compliance with the above listed standards.
2. Sanitation will include all silverware, utensils, and equipment as needed to prepare and serve meals.
3. The Contractor shall collect and dispose of all rubbish, garbage, litter or other waste in accordance with established policies of the Sheriff's Office.

I. CONTRACTOR QUALIFICATIONS

1. Contractor shall submit with its bid a general history, description and status of the company, a staffing chart, a recent audited financial statement, and a bid bond of 5% of the annual contract price.
2. In addition, Contractor must submit a company resume and as a minimum, include the following documentation:
 - a. Management with at least three (5) years experience in correctional food service, preferable with a Texas County Jail.
 - b. Listings of names, titles, addresses and telephone numbers of clients of similar size institutions with whom you presently have or had contracts, including dates plus identification of any of those clients who terminated a contract for unsatisfactory performance.
3. The prospective Contractors shall demonstrate they are an equal opportunity employer, having a declared policy of non-discrimination stating they will take affirmative action to maintain and promote non-discrimination as to race, color, religion, national origin, sex or age in all phases of employment, including the use of facilities in accordance with the law pursuant to the Civil Rights Act of 1964 and executive orders there under.
4. The prospective Contractors shall demonstrate their ability to maintain a Safety program.

5. Description of overall support services for correctional food services. If possible, description should include services and controls to insure standards and operating results and provide frequency schedules for analysis, audits and visitations.

J. INDEMNITY

1. Contractor agrees to indemnify and hold the County harmless against any and all claims, demands, damages, costs and expenses, including reasonable attorney's fees for the defense thereof, arising from Contractor's use of County facilities and/or equipment or from any breach on the part of the Contractor, its employees, agents, or expressed or implied consent of the County.
2. If by an reason of force majeure, the County shall be rendered unable, wholly or in part, to carry out its responsibilities under this contract other than its obligation to Contractor to make the required payments, then the County shall give Contractor notice and full particulars of such force majeure in writing within a reasonable time after the occurrence of the event or cause relied on, and such notice shall suspend the County's responsibilities for the continuance of the liability claimed, but no longer period. The term "force majeure" as used shall mean acts of God, strikes, lockouts, lockdowns, acts of a public enemy, orders of any kind of the Government of the insurrection, riot, work stoppage, epidemic, earthquake, fire, explosion, hurricane, breakage, or accidents to machinery or equipment over and above ordinary maintenance and repairs, constructions and relocation to a new facility, civil disturbances and other events or causes that would cripple normal operation.
3. Contractor will submit a contingency emergency plan to provide for meal service in the event of a force majeure. The County will use its best efforts to assist the Contractor by permitting reasonable variations in the menu cycle and method, but must understand that it will not be relieved of its responsibility to provide meal service under the terms of this contract.
4. Contractor will reimburse the County for meals disallowed under the NSLP, SBP AND ARP.

K. EXAMINATION OF FACILITY

Prospective bidders are encouraged to examine the facility prior to submitting a formal bid. The following procedure will be followed:

1. A Pre-Proposal conference is scheduled for Wednesday, June 19, 2002, at 2:00 p.m. at the Law Enforcement Center, 127 N. Woodrow Lane, Denton, TX.

2. Those bidders who indicate an interest in touring the kitchen facility of the Jail and the meal intake of the Juvenile Detention Center may do so immediately following the Pre-Proposal conference. The Sheriff's Office reserves the right to limit the tour so that minimum disruption of facility routine occurs.
3. Bidders should limit the size of the examining teams to not more than three (3) persons. The persons so designated must be accompanied by an employee of the Sheriff's Office and as such must comply with the procedures of the Denton County Jail during the visit.
4. Examination of the facility will be limited to those areas directly affected by the service to be provided.
5. Individual tours will not be allowed.
6. If for any reason Denton County determines that a second tour is required, other arrangements will be made and all bidders will be notified by addendum.

L. RESPONSIBILITIES OF THE COUNTY

The County agrees to make available for the Contractor's use its kitchen facilities and the following goods and services, except as provided in the Schedule of Services.

1. Use of its fixed kitchen equipment, kitchen appliances, kitchen carts, electric food carts, utensils, pots and pans.
2. Maintenance and use of electricity, gas, water, sewer, local telephone and garbage removal.
3. Provide pest control for all areas assigned to the Contractor.
4. Repair and maintain food preparation equipment belonging to the County.
5. Maintain and repair the building structure in areas assigned to the Contractor.
6. Maintain adequate security of all food services areas at all times during food service operations.
7. Provide clean uniforms to inmate help to include plastic gloves and paper hats.
8. Provide paper and plastic utensil eating supplies as required.
9. Transportation of bulk food stuffs to the Denton County Pre-Trial Facility.

M. DENTON COUNTY PRE-TRIAL FACILITY FOOD SERVICE PLAN

A proposed Pre-Trial Facility Food Service Plan shall be submitted with proposal that details how the awarded Contractor plans to provide food service in the event the Pre-Trial Facility is opened during the duration of this agreement. (Capacity 470)

N. TRANSITION PLAN

A proposed Transition Plan shall be submitted with the proposal that details how the awarded Contractor plans to minimize disturbance of services during a transition period assuming a September 3, 2002 award of contract with an effective date of October 1, 2002. The Transition Plan should be detailed and specific.

O. GENERAL PROVISIONS

1. SCOPE OF CONTRACT: This is an estimated requirements contract and therefore the successful Contractor will be paid only to the extent of actual meals served as called for by the Sheriff's Office or his authorized representative.
2. TERMINATION FOR DEFAULT: Failure by either party to this contract in performing any of the provisions of this contract shall constitute a breach of contract, in which case, either party may require corrective action within ten (10) days from date of receipt of written notice citing the exact nature of such breach. Failure to take corrective action within the prescribed ten (10) days, or failure to provide a written reply, shall constitute a Default of contract. The defaulting party shall be given a sixty (60) day period within which to show cause why the contract should not be terminated for default. Commissioners Court may take whatever action as its interest may appear, resulting from such notice. All notices, for corrective action, breach, default, or to show cause, shall be issued by the County Director of Purchasing only, and all replies shall be made in writing to the County Director of Purchasing at the address shown: P. O. Box 2383, Denton, TX 76202. Notices issued by or issued to anyone other than the County Director of Purchasing shall be null and void, and shall be considered as not having been issued or received. The defaulting party shall be liable for liquidated damages, if any, as stipulated elsewhere in this contract. Denton County reserves the right to enforce the performance of this contract in any manner prescribed by law in the event of breach or default of this contract, and may contract with another party, with or without solicitation of bids or further negotiations. As a minimum, Contractor shall be required to pay any difference in the cost of securing the products or services covered by this contract, or compensate for any loss of income to the County derived hereunder, should it become necessary to contract with another source, plus reasonable administrative costs and attorney's fees. In the event of Termination for Default, Denton County, its agents or representatives shall not be liable for loss of any profits anticipated to be made hereunder.

3. **TERMINATION FOR CONVENIENCE:** Denton County reserves the right to terminate the contract upon sixty (60) days written notice for its convenience, or for any reason deemed by County Commissioners to serve the public interest, or resulting from any governmental law, ordinance, regulations, or court order. In the event of termination for convenience, the County shall pay the Contractor those costs directly attributable to work done or supplies obtained in preparation for completion or compliance with contract prior to termination. Provided, however, that no costs shall be paid which are recoverable in the normal course of doing business in which the Contractor is engaged, or costs which can be mitigated through the sale of supplies or inventories. In the event Denton County pays for the cost of supplies or materials obtained for use under this contract, said supplies or materials shall become the property of this contract, or as designated by the County Director of Purchasing. Denton County shall not be liable for loss of any profits anticipated to be made hereunder.

This agreement may be terminated by the Contractor at any time, with or without cause, upon not less than one hundred eighty (180) days notice, delivered by Certified Mail or in person, to the County Director of Purchasing at 401 W. Hickory, Suite 324, Denton, Texas 76201. In either event, notice shall be effective upon the County when received. The right of the Contractor to terminate upon proper notice shall apply only after expiration of the first (1) year period of contract performance.

4. **DISPUTES AND APPEALS:** Denton County Commissioners Court shall be the sole and final authority on issues relating to this contract. The County Director of Purchasing shall act as the County representative in the issuance and administration of this contract, and shall issue and receive all documents, notices, and correspondence. Said documents, notices, and correspondence not issued by or to the County Director of Purchasing shall be null and void, and shall be considered as not having been issued or received. Documents, notices or correspondence issued by the County Director of Purchasing, to which the Contractor or bidder does not agree, shall require a written notice to the County Director of Purchasing outlining the exact point of disagreement described in detail. Should the matter not be resolved to the Contractor's or Bidder's satisfaction, a Notice of Appeal shall be submitted to Commissioners Court, through the County Director of Purchasing, within ten (10) days from receipt of such unsatisfactory replay. Appellant shall then have the right to be heard in open court by Commissioners Court. The decision of Commissioners Court shall be final and conclusive, and shall be binding on all parties concerned. In event appellant is still not satisfied, he may pursue the matter in a court of competent jurisdiction in Denton County, and in accordance with the laws of the State of Texas.
5. **BIDDER QUALIFICATIONS:** Bidder certifies that he is a duly qualified, capable, and otherwise bondable business entity, that he is not in receivership or contemplates same, has not filed for bankruptcy. He further certifies that the

company, corporation or partnership does not owe any back taxes within Denton County, that he is able and capable of performing this contract through his own resources without subcontracting or assignment, and that he normally engages in this type of business. Bidder further warrants that he is familiar with all laws, regulations, and customs applicable to this type of service.

6. PRICE REDETERMINATION-PROSPECTIVE:

- a. The price per meal stated on the Bid Sheet is firm for the twelve months of service beginning October 1, 2002, and ending September 30, 2003. Unit prices for the subsequent annual renewal options, if any, shall be re-determined each twelve months at the beginning of each fiscal year. Unit prices per meal may increase or decrease, but shall remain firm for the entire re-determination period.
- b. The base period for comparison for price re-determination will be upon the Consumer Price, Index, All Urban Consumers-(CPS-'1), U.S. City Average and Food Award From Home Index published by U.S.

Department of Labor. In order to re-determine the basic meal prices for any subsequent years, the following procedures will apply.

(1) Such adjustments shall be calculated using a percentage in which the numerator is the Index for the second month preceding the beginning of the new year or contract period and the denominator which is the Index for the second month preceding the beginning of the old year or contract period. The percentage shall be applied to the old per meal price to determine the subsequent year of contract period price.

NOTE: All calculations will be carried to three places only, with no rounding off to the next digit.

(2) Notwithstanding the above, any increase in the established unit price shall not exceed 5% from year to year.

- c. Each re-determination of prices shall be established through issuance of a modification to this contract, signed by the Contractor and the County stating re-determined prices that will apply during the re-determination period.

7. CONTINUITY OF SERVICES:

- a. The Contractor recognized that the services under this contract are vital to Denton County and must be continued without interruption and that, upon contract expiration, another Contractor may continue them. The Contractor agrees to (1) furnish phase-in training and (2) exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

- b. The Contractor shall, upon written notice, negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a date for work described in the plan, and shall be subject to the Sheriff's Department approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at all times.
 - c. The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct on-site interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.
8. INSPECTION AND ACCEPTANCE: This contract applies to food services provided in the Law Enforcement facility, and the Juvenile Detention Facility. In the event the Denton County Jail is moved into new facilities, Denton County shall have the option to:
- a. Terminate this contract in whole or in part
 - b. Make changes to the place of performance or point of meals served, in whole or in part.
 - (1) In the event the contract is modified, Denton County shall make an equitable adjustment in the contract price as a result of any changes which cause an increase or decrease in the cost of performance of any work under this contract.
 - (2) Notice of Changes or Changed Conditions shall be issued in writing. Upon receipt of notice of such change, the Contractor shall submit any proposal for adjustment to the Denton County Director of Purchasing.
 - (3) Any proposals for adjustment shall be subject to approval by Denton County Commissioners Court, and failure to agree on an equitable adjustment shall constitute a dispute covered by the Disputes Clause (Para 4.). However, nothing in this clause shall excuse the Contractor from performance under this contract.
9. Any silence or omission from the contract specifications concerning any point must be regarded as meaning that only the best commercial practices are to

prevail, and that only materials (food, supplies, etc) and workmanship of a quality that would normally be specified by Denton County is to be used.

IV. **GENERAL CONTRACT TERMS AND CONDITIONS**

A. **CONTRACT**

This proposal, submitted documents, and any negotiations, when properly accepted by Denton County, shall constitute a contract equally binding between the successful offerer and Denton County. No different or additional terms will become a part of this contract with the exception of a Change Order.

B. **CONFLICT OF INTEREST**

No public official shall have any interest in this contract, except as permitted by and subject to the disclosure requirements of Vernon's Texas Codes Annotated, Local Government Code, Title 5, Subtitled C, Chapter 171.

C. **CONFIDENTIALITY**

All information disclosed by Denton County to successful offerer for the purpose of the work to be done or information that comes to the attention of the successful offerer during the course of performing such work is to be kept strictly confidential.

D. **ADDENDA**

Any interpretations, corrections or changes to this RFP will be made by addenda. Sole issuing authority of addenda shall be vested in Denton County Director of Purchasing. Addenda will be mailed to all who are known to have received a copy of this Request for Proposal. Offerers shall acknowledge receipt of all addenda.

E. **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 Denton County Director of Purchasing.

F. **ASSIGNMENT**

The successful offerer shall not sell, assign, transfer or convey any contract resulting from this RFP, in whole or in part, without the prior written consent of Denton County Commissioners.

G. **VENUE**

This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in Denton County, Texas.

H. **SUBMITTAL OF CONFIDENTIAL MATERIAL**

Any material that is to be considered as confidential in nature must be clearly marked as such by the offerer and will be treated as confidential by Denton County.

I. **MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE OFFERERS:**

A prospective offerer must affirmatively demonstrate their responsibility. A prospective offerer must meet the following requirements:

1. have adequate financial resources, or the ability to obtain such resources as required;
2. be able to comply with the required or proposed delivery schedule;
3. have a satisfactory record of performance;
4. have a satisfactory record of integrity and ethics;
5. be otherwise qualified and eligible to receive an award.

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

J. SUCCESSFUL OFFERER SHALL

Successful offerer shall defend, indemnify and save harmless Denton 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 offerer, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from proposal award. Successful offerer shall pay any judgment with cost which may be obtained against Denton County growing out of such injury or damages.

K. SALES TAX

Denton County is by statute exempt from the State Sales Tax and Federal Excise Tax; therefore, the proposal price shall not include taxes.

L. DESIGN, STANDARDS AND PRACTICES

Design, strength, quality of materials and workmanship must conform to the highest standards of engineering practices and/or professional services.

M. PROPOSALS/OFFERERS MUST COMPLY WITH:

All federal, state, county and local laws governing or covering this type of service.

N. PATENTS/COPYRIGHTS

The successful offerer agrees to protect Denton County from claims involving infringements of patents and/or copyrights.

O. PERFORMANCE OF CONTRACT

Denton 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 or resulting contract award.

P. BILLING AND PAYMENT

a. The Contractor shall prepare and forward weekly certified statements to the Sheriff's Office. The statements will reflect the preceding weeks food services, detailing the exact number of meals served on a daily basis as follows:

- (1) Actual number of Adult Inmate Meals
- (2) Actual number of Staff Member Meals Served and Collected For
- (3) Actual number of approved Visitor Meals
- (4) Actual number of Juvenile Meals:
 - a. Breakfast
 - b. Lunch
 - c. Dinner
 - d. Snack
- (5) Actual number of Trustee Meals

b. In addition, the Contractor shall submit a comprehensive weekly invoice to the Denton County Auditor, P. O. Box 2055, Denton, Texas 76202. After verification and approval, invoice will be forwarded to and paid by:

Denton County Auditor
P. O. Box 2055
Denton, TX 76202

c. Denton County estimates that 2700 inmate and an undetermined number of employee meals per day will be provided under this contract in addition to the Juvenile meals as outlined herein. The Denton County Law Enforcement Center has capacity of 953 inmates.

NOTE: The above is provided for information only. Denton County is not responsible in the event actual meals served do not meet or exceed the above numbers. Denton County is obligated only to the extent of actual approved meals served. In addition, in the event Denton County establishes operations for additional jail or juvenile detention services, the contract will encompass the additional meals required.

- d. Payment will be made upon receipt and acceptance by the County of all completed services and/or products ordered and receipt of a valid invoice, in accordance with the Texas Government Code, Chapter 2251. Successful offerer is required to pay subcontractors within ten (10) days.

Q. OWNERSHIP

All plans, prints, designs, concepts, etc., shall become the property of Denton County.

- R. INSURANCE AND LIABILITY: Contractor shall maintain at his expense the established levels of insurance as shown below for Worker's Compensation, Comprehensive General Liability and Property Insurance. Notices and Certificates of Insurance shall be submitted to the Denton County Director of Purchasing at the address shown herein. Worker's Compensation and Employer's Liability Statutory: \$100,000.00 each Accident.

Comprehensive General (Public) Liability to include (but not limited to) the following: premises/operation; independent contractors; personal injury; products/completed operation; contractual liability-bodily injury \$1,500,000.00 per occurrence; Property Damage \$1,500,000.00 per occurrence or combined Single Limit for bodily injury and Property Damage \$3,000,000.00

Property Insurance for physical damage to property of the Contractor, including improvements and betterments to County property-coverage for a minimum of eighty (80) percent of the actual replacement value of the property.

With respect to required insurance, Denton County shall:

- (1) Be named as additional insured/or an insured, as its interest may appear.
- (2) Be provided with a waiver subrogation.
- (3) Be provided with thirty (30) days advance written notice to the County Director of Purchasing of cancellation or material change to said insurance.

S. FUNDING

Funds for payment have been provided through the Denton County budget approved 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 Denton County fiscal year shall be subject to budget approval.

PROPOSAL FORM

All Inclusive Cost	Per Meal Cost
1. Adult Inmate Meals	\$
2. Trustee Meals	\$
3. Juvenile Meals:	
a. Breakfast	\$
b. Lunch	\$
c. Dinner	\$
d. Snack	\$
4. Staff Member Meals	\$

Company Name

Authorized Signature

Address

Name (Printed or Typed)

City, State, Zip

Title

Phone

Date

Fax

E-Mail

VENDOR REFERENCES

Please list three (3) references of current customers 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 _____

AFFIDAVIT

The undersigned certifies that the bid prices contained in this proposal have been carefully checked and are submitted as correct and final and if bid is accepted (within 90 days unless otherwise noted by vendor), agrees to furnish any and/or all items upon which prices are offered, at the price(s) and upon the conditions contained in the Specifications.

STATE OF _____

COUNTY OF _____

BEFORE ME, the undersigned authority, a Notary Public in and for the State of _____, on this day personally appeared

_____ who, after having first been duly sworn, upon oath did depose and say;

That the foregoing proposal submitted by _____

_____ hereinafter called "Bidder" is the duly authorized agent of said company and that the person signing said proposal has been duly authorized to execute the same. 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 prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this bid.

Name and Address of Bidder:

Telephone number _____

Signature

Name: _____

Title: _____

SWORN TO AND SUBSCRIBED BEFORE ME THIS _____ day of _____,
20 _____.

Notary Public in and for the
State of _____.

Denton County is always very conscious and extremely appreciative of the time and effort you must expend to submit an offer. In an effort to better serve our customers, the Purchasing Department would appreciate your taking the time to answer the following statement.

HOW DID YOU RECEIVE NOTICE OF THIS REQUEST FOR BID?

Please answer Yes or No

_____ ***Newspaper advertisement.***

_____ ***Announcement posted by Denton County Purchasing***

_____ ***Downloaded from Denton County Purchasing Website***
www.dentoncounty.com

_____ ***Notice received from Denton County Purchasing Department.***

_____ ***Other:*** _____

Do you or your company subscribe to a newspaper? _____ Yes ___ No

Do you or your company own or have access to a computer? _____ Yes ___ No

Is your company a member of any on-line business that manages the distribution and reporting of Bids, RFPs and quotes? _____ Yes ___ No

If yes, what is the name of the business? _____

Appendix A
Certification Regarding Debarment, Suspension,
Ineligibility and Voluntary Exclusion

FSMC Guidance for SFAs – June 1995

Appendix B
Certification Regarding Lobbying
Disclosure of Lobbying Activities

FSMC Guidance for SFAs – June 1995

