



COLLIN COUNTY

Office of the Purchasing Agent
2300 Bloomdale Road
Suite 3160
McKinney, Texas 75071
www.collincountytx.gov

ADDENDUM NO. THREE (3)

INMATE FOOD SERVICE MANAGEMENT

RFP NO. 2022-368

EFFECTIVE: 02/16/2023

NOTICE TO ALL PROSPECTIVE PROPOSERS:

PLEASE MAKE THE FOLLOWING CHANGES TO THE REQUEST FOR PROPOSAL:

CHANGE §6.3.6

FROM: The Contractor shall provide meals to the inmates, detainees, detention officers, and other staff members three (3) times per day, seven (7) days per week and fifty-two (52) weeks per year.

TO: The Contractor shall provide meals to the inmates, detainees, detention officers, and other staff members three (3) times per day, seven (7) days per week and fifty-two (52) weeks per year. **Refer to §7.6 for RFP pricing & fees.**

ADD FOOTNOTE TO §6.20:

⁹ The proposer shall provide two (2) cost options for County consideration. Option one (1), Group A Detention Meal Cost inclusive of staff member meals, and option two (2), group B Detention Meal Cost non-inclusive of staff member meals. Group A includes an option of no cost meals to the jail staff.

CHANGE §6.20.3

FROM: The Contractor shall provide specialized catering service as instructed by Collin County or designated administrator at no additional cost to the facility. (i.e., special breakfast, lunches, cookies, pastries).

TO: The Contractor shall provide specialized catering service as instructed by Collin County or designated administrator **at no additional cost to the facility.** (i.e., special breakfast, lunches, cookies, pastries).

CHANGE §7.6:

FROM: All pricing information shall be provided in a separate sealed envelope within Offeror's proposal, or if submitting through www.collincounty.ionwave.net be as a separate file.

- 7.6.1 State cost per meal for Adult Detention Meals (CCADF): Includes religious diets (refer to §5.22.1.2) and seasonal variations due to holidays such as, but not limited to Thanksgiving and Christmas.
- 7.6.2 State cost per meal for Adult Detention Meals (Minimum Security): Includes religious diets (refer to §5.22.1.2) and seasonal variations due to holidays such as, but not limited to Thanksgiving and Christmas.
- 7.6.3 State cost per meal for Special / Modified / Medical Diets served to Adult Inmates: Includes but is not limited to diabetic, reduced sodium, renal, gluten free, pregnancy, double trays, finger foods, vegetarian and / or low sodium.
- 7.6.4 State cost per meal for Juvenile Detention Meals: Includes religious diets (refer to §5.22.1.2) and seasonal variations due to holidays such as, but not limited to Thanksgiving and Christmas.

- 7.6.5 State cost per meal for Special / Modified / Medical Diets served to Juveniles: Includes but is not limited to diabetic, reduced sodium, renal, gluten free, pregnancy, double trays, finger foods, vegetarian and / or low sodium.
- 7.6.6 State cost per JJAEP Sack Lunch
- 7.6.7 State cost per Court-Holding Sack Lunch
- 7.6.8 State cost per Special Function Meal at SDR
- 7.6.9 State cost per Snack
- 7.6.10 State cost per Incentive Meal / Snack as described in §6.24

Estimated quantities have been for one (1) County fiscal year (10/01 through 09/30). Pricing submitted shall be all inclusive.

Note: Quantities provided are approximates for evaluation purposes. The actual quantities will change daily. An itemized weekly shall be generated and presented to Collin County in the County preferred manner.

TO: All pricing shall be submitted on Attachment B: "Cost Proposal Sheet".

- 7.6.1 State cost per meal for Adult Detention Meals (CCADF): Includes religious diets (refer to §5.22.1.2) and seasonal variations due to holidays such as, but not limited to Thanksgiving and Christmas.
- 7.6.2 State cost per meal for Adult Detention Meals (Minimum Security): Includes religious diets (refer to §5.22.1.2) and seasonal variations due to holidays such as, but not limited to Thanksgiving and Christmas.
- 7.6.3 State cost per meal for Special / Modified / Medical Diets served to Adult Inmates: Includes but is not limited to diabetic, reduced sodium, renal, gluten free, pregnancy, double trays, finger foods, vegetarian and / or low sodium.
- 7.6.4 State cost per meal for Juvenile Detention Meals: Includes religious diets (refer to §5.22.1.2) and seasonal variations due to holidays such as, but not limited to Thanksgiving and Christmas.
- 7.6.5 State cost per meal for Special / Modified / Medical Diets served to Juveniles: Includes but is not limited to diabetic, reduced sodium, renal, gluten free, pregnancy, double trays, finger foods, vegetarian and / or low sodium.
- 7.6.6 State cost per JJAEP Sack Lunch
- 7.6.7 State cost per Court-Holding Sack Lunch
- 7.6.8 State cost per Special Function Meal at SDR
- 7.6.9 State cost per Snack
- 7.6.10 State cost per Incentive Meal / Snack as described in §6.24
- 7.6.11 State cost for Staff Member Meal: includes all items listed in §6.20-6.23 (Group B Only)

Estimated quantities have been for one (1) calendar year. Pricing for Group A and B submitted shall be all inclusive. Cost scoring shall be evaluated on the Group A and Group B Totals respectively.

Note: Quantities provided are approximates for evaluation purposes. The actual quantities will change daily. An itemized weekly shall be generated and presented to Collin County in the County preferred manner.

ADD: ATTRIBUTE NO. 25: ADDENDUM NO. 3 ACKNOWLEDGEMENT

ALL OTHER TERMS AND CONDITIONS OF THE SOLICITATION AND SPECIFICATION REMAIN THE SAME.

SINCERELY,
MICHELLE CHARNOSKI, NIGP-CPP, CPPB
PURCHASING AGENT
[HA]

4.0 EVALUATION CRITERIA AND FACTORS

4.1 The award of the contract shall be made to the responsible Contractor, whose proposal is determined to be the best evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other factors set forth in the Request for Proposals in accordance with Vernon's Texas Code Annotated, Local Government 262.030.

The Evaluation Committee will review all proposals received by the Opening date and time as part of a documented evaluation process. For each decision point in the process, the County will evaluate Contractors according to specific criteria and will elevate a certain number of Contractors to compete against each other. The proposals will be evaluated on the following criteria.

The County will use a competitive process based upon "selection levels." The County recognizes that if a Contractor fails to meet expectations during any part of the process, it reserves the right to proceed with the remaining Contractors or to elevate a Contractor that was not elevated before. The selection levels are described in the following §§s.

The first part of the elevation process is to validate the completeness of the proposal and ensure that all the RFP guidelines and submittal requirements are met. Contractors may, at the discretion of the County, be contacted to submit clarifications or provide additional information. Once request has been made, Contractors will have two (2) business days to respond. Incomplete or noncompliant RFPs may be disqualified.

LEVEL 1 - CONFORMANCE WITH MANDATORY REQUIREMENTS

Criteria assessed in Level 1:

- Conformance with RFP guidelines and submittal requirements outlined in § 6.0 including response to each item in § 6.0.
- Contractors elevated to Level 2 may be asked to respond in writing to issues and questions raised by the County, as well as any other cost and implementation planning considerations in the proposal.

LEVEL 2 – DETAILED PROPOSAL ASSESSMENT (Maximum 100 Points)

The Evaluation Committee will conduct a detailed assessment of all proposals elevated to this Level. Proposals may earn up to 100 Points based on evaluated criteria. Criteria evaluated in Level 2 include:

Points	Evaluation Criteria
35	Firm Overview & Qualifications (refer to §7.2)
30	Proposed Plan & Methodology (refer to §7.3)
10	Response to Business Requirements (Refer to §7.5)
25	References (Refer to §7.4)

It is anticipated that Collin County will elevate proposals scoring at least 70 points (70%) to Level 3.

LEVEL 3 – COST (Maximum 40 Points)

Contractors who are elevated to level 3 will have their points combined from level 2 for a maximum of 140 points total.

Points	Evaluation Criteria
40	Pricing / Fees (refer to §7.7)

LEVEL 4 – PRESENTATION OF SOLUTION (Maximum 30 Points) (OPTIONAL)

Contractors may be invited to present their responses on-site; however, presentations are at the sole discretion of the committee and the committee is not obligated to request a presentation. The presentation is an opportunity for the evaluation committee to ask questions and seek clarification of the proposal submitted. The presentation is not meant as an opportunity for the Contractor simply to provide generic background information about the corporation or its experience.

Points	Evaluation Criteria
30	Presentations and Interviews (optional)

Presentations & Interviews

During the presentations and interviews, the County will assess the “look and feel” of the proposed services/products using detailed scripts tailored to reflect County business processes. Several of the other evaluation criteria will be clarified and refined, including the implementation strategy and plan, ability to meet business requirements, and cost. In addition to the scripted presentations, the County will request that all Contractors elevated to this level staff a product lab to allow County staff to “touch and feel” the product with Contractor staff available to respond to questions.

A tentative schedule for the presentations has been provided in § 5.19. The presentations, if held, will be scheduled accordingly and all presenting Contractors will be notified of the time and date two (2) weeks prior to their designated time. Contractors who cannot attend may be eliminated.

Proposals may be re-evaluated based upon Criteria in level 2 and 3.

The County reserves the right to bypass Level 4 in the evaluation process and move directly to Level 5.

LEVEL 5 – BEST AND FINAL OFFER

Contractors who are susceptible of receiving award will be elevated to Level 5 for Best and Final Offer. Contractor may be asked to respond in writing to issues and questions raised by the County and may be invited to present their responses on-site. Proposals may be re-evaluated based upon Criteria in level 2 through 4.

Based on the result of the Best and Final Offer evaluation, Contractor(s) will be identified as finalist(s) for contract negotiations. If a contract cannot be reached after a period of time deemed reasonable by the County, it reserves the right to contact any of the other Contractors that have submitted proposals and enter into negotiations with them.

5.0 SPECIAL CONDITIONS AND SCOPE OF SERVICES

- 5.1 Authorization: By order of the Commissioners Court of Collin County, Texas sealed proposals will be received for **RFP No. 2022-368, Inmate Food Service Management.**
- 5.2 Intent of Request for Proposal: Collin County's intent of this Request for Proposal (RFP) and resulting contract is to provide Contractors with sufficient information to prepare a proposal for the services of labor, equipment, supplies, foodstuffs, except as provided herein, to provide full food service for **RFP No. 2022-368, Inmate Food Service Management.**
- 5.3 Term: Provide for a contract commencing on the date of the award and continuing for five (5) years with the option of two (2) one-year renewals.
- Transitional Period: Upon normal completion of this contract, not to include termination for default, and in the event that no new contract has been awarded by the original expiration date of the existing contract including any extension thereof, it shall be incumbent upon the Contractor to continue the contract under the same terms and conditions until a new contract can be completely operational. At no time shall this transition period extend more than ninety (90) days beyond the original expiration date of the existing contract and any extension thereof.
- 5.4 Pre-Proposal Conference: A pre-proposal conference and sitewalk will be conducted by Collin County on January 3, 2023 at 3:00 p.m. and January 5, 2023 at 9:00 a.m. in the Detention Training Room located at 4300 Community Avenue, McKinney, Texas 75071. The group will visit each site (refer to §5.10) to view existing conditions at each location. This is to provide an opportunity for all interested companies to ask questions, receive clarification and additional documentation providing statistical information, and to tour the facilities All Vendors desiring to submit a proposal are highly encouraged to have a representative at the site visit.
- 5.5 Point of Contact: Information regarding the purchasing process and the contents of this RFP may be obtained from the Collin County Purchasing Department or email Hunter Alley, Senior Buyer at halley@co.collin.tx.us.
- 5.6 Funding: Funds for payment have been provided through the Collin County budget approved by the Commissioners Court for this fiscal year only. State of Texas statutes prohibit the County from any obligation of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated orders or other obligations that arise past the end of the current Collin County fiscal year shall be subject to budget approval.
- 5.7 Price Reduction: If during the life of the contract, the Contractor's net prices to its customers for the same product(s) and/or services shall be reduced below the contracted price, it is understood and agreed that the County shall receive such price reduction.
- 5.8 Price Redetermination: A price redetermination may be considered by Collin County only at the twelve (12) month, twenty-four (24) month, thirty-six (36) month and forty-eight (48) month anniversary date of the contract. Any request for redetermination will require a minimum of thirty (30) days written notice, prior to the date of the increase and all requests for price redetermination shall be in written form and shall include documents supporting price redetermination such as Manufacturer's direct cost, postage rates, Railroad Commission rates, Federal/State minimum wage law, Federal/State unemployment taxes, F.I.C.A., Insurance Coverage Rates, etc. The Contractor's past experience of honoring contracts at the quotation price will be an important consideration in the evaluation of the lowest and best quote. Collin County reserves the right to accept or reject any/all of the price redetermination as it deems to be in the best interest of the County.
- 5.9 Completion/Response Time: Contractor shall place product(s) and/or complete services at the County's designated location within the number of calendar days according to the schedule proposed by Contractor in § 6.8.
- 5.10 Delivery/Setup/Installation Location: Locations for delivery and installation will be stated on the Collin County Purchase Order(s). Delivery shall include assembly, setup and installation and shall be included in proposal. Below is the address for work to be completed.

Detention Center

Minimum Security

Juvenile Detention

4300 Community Avenue
McKinney, TX 75071

4800 Community Avenue
McKinney, TX 75071

4700 Community Avenue
McKinney, TX 75071

- 5.11 Freight/Delivery Charges: Any freight or delivery charges shall be included in the submitted pricing. No additional fees for delivery/freight/fuel surcharges or other fees shall be invoiced or paid by Collin County.
- 5.12 Testing: Testing may be performed at the request of Collin County, by an agent so designated, without expense to Collin County.
- 5.13 Samples/Demos: When requested, samples/demos shall be furnished free of expense to Collin County.
- 5.14 Approximate Value/Usage: Approximate usage does not constitute an order, but only implies the probable quantity the County will use. Estimated annual expenditure is \$2,000,000.
- 5.15 Background Check: All Contractor employees that will be working on site or by Remote Access shall pass a background check performed by Collin County before any work may be performed. The selected Contractor shall be provided the required information for background checks.
- 5.16 Sub Contractors: Contractor shall state names of all Sub Contractors and the type of work they will be performing. If a Contractor fails to specify a Sub Contractor, then the Contractor shall be deemed to have agreed that it is fully qualified to perform the contract itself, and that the Contractor will fully perform the contract itself.

No proposer whose proposal is accepted shall (a) substitute any Sub Contractor, or (b) permit a subcontract to be voluntarily assigned or transferred or allow it to be performed by anyone other than the original Sub Contractor listed in the original proposal without approval in writing from the Collin County Purchasing Department.

The successful proposer further agrees that Collin County and its agents, servants and employees shall not be liable for any loss or damage resulting from personal injury, physical loss, harassment of or discrimination against employee or other violations of the provisions of this contract occasioned by the acts or omissions of the successful proposer’s sub-Contractors, their agents or employees. The indemnification provisions of this contract shall apply to all sub-Contractors.

- 5.17 Confidential or Proprietary Information: Collin County is subject to the Texas “Public Information Act”, Texas Government Code Chapter 552. Contractors shall identify those portions of their proposals that they deem to be confidential, proprietary information or trade secrets. Contractors shall clearly indicate each and every § to which this applies. It is not sufficient to preface the entire proposal with a proprietary statement. State of Texas Attorney General retains the final authority as to the extent of material that is considered proprietary or confidential.
- 5.18 Payment and Performance Bonds: A performance and payment bond shall be required by the selected Contractor each in the amount of 10% of the total annual contract sum within ten (10) calendar days after receipt of notification of award. Such bonds shall be executed by a corporate surety in accordance with § 1, Chapter 87, Acts of the 56th Legislature, Regular Session, 1959 (Article 7.19-1 Vernon’s Texas Insurance Code).

5.19 **PROPOSAL SCHEDULE**

Collin County reserves the right to change the schedule of events as it deems necessary.

RFP Released	December 5, 2022
Pre-Proposal Meeting	January 3, 2023 at 3:00 PM & January 5, 2023 at 9:00 AM
Deadline for submission of questions	January 12, 2023 at 5:00 PM
Proposals Due	January 19, 2023 at 2:00 PM
Presentations (Optional)	February 15, 2023 (estimated)
Award of RFP	March 2023 (estimated)

- 5.20 Exhibit Schedule:

Attachment References:

Exhibit A: Current Equipment List

Exhibit B: Juvenile Detention Menu (week 1 & 2)

Exhibit C: CCADF Menu (week 1 & 2)

Exhibit D: Juvenile Detention Meals Week 1 & 2; Includes special, modified, medical, and religious diets

Exhibit E: CCADF Meals Week 1 & 2; Includes special, modified, medical, and religious diets

Exhibit F: Juvenile Detention - Nutritional Analysis for weeks 1 & 2

Exhibit G: CCADF - Nutritional Analysis for weeks 1 & 2

Exhibit H: Sample Jail Kitchen Inventory & Inventory Cost

6.0 SCOPE OF WORK & REQUIREMENTS

6.1 Current Setup/Background

The Collin County Detention Facility (CCADF) is a direct-supervision facility, which uses a podular design for inmate housing. The food service area was designed to accommodate 1,600 beds. Currently, the Detention Facility can house 1,106 adult inmates, plus 192 at the Minimum Security location.

Food is currently delivered to the following areas:

- Main Jail - sixteen (16) pods, booking and infirmary.
- Minimum Security - four (4) pods
- Juvenile Detention is currently prepared at minimum security and juvenile picks their meals up at minimum security. Refer to § 6.4 for more information on how the juvenile detention meals shall be handled.

The Detention Facilities houses both male and female, adult and juvenile inmates. The population of both staff and inmates will fluctuate daily throughout the life of the contract. Currently the maximum population is as follows, however the Detention Facility guarantees no population, either inmate or staff, at any given time.

	Rated Capacity	Avg. Daily Population
Detention Facility Staff	360	145
Detention Facility Inmates	1,298	968
Juvenile Detention Inmates	144	76

From October 1, 2020, to September 30, 2021, there were approximately 1,125,045 adult meals and approximately 85,789 juvenile meals for an average of 3,082 adult meals per day and 235 juvenile meals per day.

The kitchen provides three (3) meals per day for the Adult meals: breakfast, lunch, and dinner. The time of serving is 7:00am, 1:00pm and 7:00pm. Sack lunches are used for court lunches, late lunches, and between-meal feedings, and for Juvenile Justice Alternative Education Program (JJAEP) lunches. Snacks for adults are only issued based upon medical request. *See* 37 Texas Administrative Code (TAC) 273.3. Snacks are given at 9:00am and after 8:00pm to diabetic and pregnant inmates. Milk is given out with each meal as prescribed to diabetic and pregnant inmates.

The same menu is used for each of the facilities. The menu in place is calculated by a dietitian for a minimum of 2,800 calories daily. Menus must be reviewed and certified by a registered dietitian that they are in compliance with TCJS. *See* 37 TAC 281.1–281.6. The Contractor shall provide to the Detention Facility written certification of this review for each menu cycle prior to implementation. The dietitian review is at the expense of the Contractor.

The detention facility currently prepares the meals for Juvenile Detention after which Juvenile Detention picks up their meals from the detention facility. Snack time for Juvenile Detention is 3:30pm and 8:00pm.

The current Adult Detention staff dining room (SDR) is operating on two (2) twelve (12) hours shifts, seven (7) days a week. The current staff-dining menu offers a fresh salad bar, grill items and cafeteria-style meals.

There is an average of fifteen (15) inmate workers each shift at the main jail kitchen and five (5) inmate workers at minimum security. The inmates pull meals from storage and prep, cook, serve and deliver the meals. They are also responsible for cleaning dishes and maintaining a sanitary work environment. The Contractor shall oversee the inmates preparing meals at all locations. Detention staff will be posted for face-to-face observation and inmate supervision per Texas Commission on Jail Standards. *See* 37 TAC 275.1, 275.4.

The food service areas also prepares food special events (e.g. facility tours, meetings, and retirements). There is an average of seventy (70) such meals per month. Some months are much smaller, and some as many as four hundred (400) meals per month.

6.2 Future Expansion

Due to the growth the County has experienced and the need for future expansion, Collin County reserves the right to add/delete locations as it deems to be in the best interest of the County. Due to future expansion the County will experience over the next several years, Collin County may require changes to the procedures and type of service provided to each facility as it deems to be in the best interest of the County.

The Detention Facility is currently in the process of expanding the physical plant. The projected date for this facility to open is August 2023 and will have a capacity of approximately 180 adults in the housing area. Additional construction is a new building of the detention facility that will be for medical housing. The projected date for this facility to open is in late 2024 to early 2025 and will have a capacity of approximately 440 adults.

6.3 Meals and Menus

6.3.1 Standard meals and menus shall be provided by the Contractor. The Contractor shall submit with proposal, regular menus detailing at a minimum a fourteen (14) day non-repetitive meal plan to include specific portion sizes (indicating cooked or raw weight when appropriate), caloric content and seasonal variations due to holidays such as, but not limited to, Thanksgiving and Christmas.

6.3.2 In addition to the regular fourteen (14) day cycle meal plan, the Contractor shall include a special menu of proposed meals for inmates on special, modified, medical, and religious diets, including kosher and halal meals. The Contractor will provide religious meals in accordance with the Religious Land Use and Institutional Persons Act (RLUIPA), 42 U.S.C. 2000cc to 2000cc-5, and Chapter 110, Texas Civil Practice & Remedies Code. Compliance with these Acts shall not result in any additional fee or charges to Collin County. Detained persons will submit requests for religious or special meals to the Detention Facility's Programs Coordinator or other staff. Generally, the Program Coordinator will approve, amend, or deny a request within two days of receipt. Programs will pass approved or amended requests to the Contractor for implementation.

6.3.3 The Contractor will provide special diet meals upon medical authorization. *See* 37 TAC 281.4, 273.3. Specific diets shall be prepared and served to inmates according to the orders of the attending physician or dentist, or as directed by a reasonable health authority official. Medical diets, verified by a registered dietician, shall be specific and complete and will be furnished in writing by the Contractor. Special diets shall conform as closely as possible to the food served other inmates. The Contractor will provide diets or meals that include, but are not limited to, diabetic, reduced-sodium, low-sodium, renal-care, gluten-free, pregnancy, vegetarian, and lactose-intolerant meals. The Contractor will also serve double trays, finger foods, and snacks as required.

6.3.4 A Collin County representative must approve all menus and all menu changes before implementation. The Contractor must submit a full, written report of a registered dietician's findings and recommendations to the County for each menu no less than six (6) months in advance and for each substantial menu change. The Contractor's menu and meal proposals may include food or item substitutes to improve continuity of service in the event of inventory problems. The Contractor's registered dietician must review both regular and special menus to ensure that they meet or exceed the dietary standards for inmates and detainees for nutritional and caloric content as established by the following:

- The Texas Commission on Jail Standards (*e.g.*, 37 TAC Chapter 281)
- The American Correctional Association (*e.g.*, Performance-Based Standards and Expected Practices for Adult Correctional Institutions, Standard 5C (Mar. 2021))
- The Recommended Daily Allowances-Dietary Reference Intake (RDA-DRI) established by the USDA National Research Council for the target population.

The target population includes the various types of detained persons, including adult males, adult females, pregnant women, persons with medical restrictions (*e.g.*, cardiac or renal diets), persons with religious or philosophical restrictions (*e.g.*, pork or meat), and juveniles.

6.3.5 The Contractor shall provide snacks at the required times indicated on the meal schedule (ref. §6.9) for inmates requiring snacks as authorized by the medical staff. Snacks will be paid at a different rate than meal rates.

- 6.3.6 The Contractor shall provide meals to the inmates, detainees, detention officers, and other staff members three (3) times per day, seven (7) days per week and fifty-two (52) weeks per year. **Refer to §7.6 for RFP pricing & fees.**
- 6.3.7 The Contractor will provide food service at no additional cost to the Detention Facility in the event of lock downs, riots, fire, power failure or other events that would impair or cripple normal operations. At a minimum the Contractor shall maintain an on-premises inventory sufficient to prepare and serve three days of scheduled meals. The Contractor will serve meals at least three times in any 24-hour period. If it reasonably appears that more than 14 hours will pass since the most recently served meal, then the Contractor will serve supplemental food and take reasonable steps to restore regular food service as circumstances permit.
- 6.3.8 The Contractor will provide meals that comply with the provisions on approved menus (*e.g.*, section 6.3.4), service times (*e.g.*, sections 6.1 and 6.9), and food quality (*e.g.*, section 6.4 (juvenile meals) and section 6.9 (food quality)). The failure to serve approved meals on time disrupts operations and impairs morale. If the Contractor runs out of approved menu items and substitutes (see section 6.3.4), then the Contractor will serve reasonably available substitutes and the Contractor will not charge the County for the non-conforming meals. The Contractor's billing paperwork (see section 6.28) should reflect the dates and numbers of non-conforming meals served.
- 6.3.9 Documentation of menus, as they are actually served, shall be maintained by Contractor as verification of providing a nutritionally adequate diet. The Contractor must submit such documentation monthly to Detention Administration.
- 6.3.10 The Sheriff or his/her designee reserves the right to request changes in the menu when it becomes noticeable that a particular menu item is not being eaten, repetition of the item creates a problem with the inmates or the facility management receives numerous, verifiable complaints about a particular item.
- 6.3.11 All substituted items in the menus served shall be of equal nutritional value as the original menu item. Any major changes shall be certified and signed by a registered dietitian.
- 6.3.12 No cook's choice allowed.
- 6.3.13 All foods shall be portioned in the kitchen. Inmate workers shall not be given the responsibility for portioning food without the constant direct supervision of a Contractor employee.
- 6.3.14 Food portion sizes shall be cooked weight or must be specifically identified as raw weight. Portions must be listed on the menu which is submitted in the proposal response.
- 6.3.15 Condiments such as salt and pepper can be dispensed from bulk (*e.g.* distributed in salt and pepper shakers). No sugar is to be served to inmates.
- 6.3.16 Approximately ten (10) cold lunch bags shall be prepared and provided to the Infirmary when delivering evening meals.
- 6.3.17 Approximately ten (10) cold lunch bags shall be prepared and provided to Booking when delivering evening meals.
- 6.3.18 The Contractor shall deliver once a day to each non special housing areas one (1) zero sugar drink mix capable of producing five (5) gallons (1) once daily, (*e.g.* Zenyata Foods drink mix), or in lieu of this mix provide 1 zero sugar individual drink mix to each inmate in general population with the lunch and dinner meals. There are 14 non special housing areas in the main jail, and 4 at minimum security. Additionally every other day the contractor will provide an electrolyte mixture capable of producing five (5) gallons (*e.g.* Sqwincher Zero sixty-four (64) ounce bottle) to (3) three orientation pods. This equates to between 9 and 12 bottles a week.
- 6.3.19 The Contractor shall serve traditional meals on Thanksgiving, Christmas and Easter with no increase in price. The menu shall be approved by Detention Administration.

6.4 **Juvenile Meals**

- ~~6.4.1 The food service provided to the Collin Juvenile Detention Facility shall meet all current regulations as established SBP (School Breakfast Program—USDA) and ARP (Agriculture Resource Program) meal planning system enhanced food based for grades 7-12 required amounts.~~
- 6.4.2 Contractor shall prepare all meals for the Juvenile Detention Center to be picked up by Juvenile Detention staff. Contractor shall provide meals, when requested, up to one hour prior to the meal times as scheduled in §6.9 Meals are provided seven (7) days a week, 365 days a year.
- 6.4.3 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.
- ~~6.4.5 Contractor shall provide meals that meet the dietary requirements of the United States Department of Agriculture school breakfast, lunch and dinner dietary allowances.~~
- 6.4.6 Contractor shall provide modified diets as requested by the Detention Superintendent or his designee for juveniles with health needs or religious requirements.
- ~~6.4.7 Contractor shall provide a licensed dietician to complete a nutritional analysis annually to assure compliance with the Healthy School Meals Initiative.~~
- 6.4.8 Contractor shall develop a tracking process to account for meals provided for Juvenile Detention Services and the JJAEP. A tracking form shall be provided to account for the total daily meal count with subcategories for each juvenile program.
- 6.4.9 A minimum of two (2) hot meals and one (1) other meal, which need not be hot, shall be provided each day. Cold meals shall remain within the nutritional / caloric guidelines spelled out in this agreement. Exception: Emergency cold meals may be served by authority of Detention Administration only.
- 6.4.10 Contractor shall provide a snack with each dinner meal served to Juveniles. Snacks shall be name brand products, no generic products. Examples: Trix Cherry Yogurt 4 oz., Quaker Brand Granola Bars, Nabisco Graham Crackers, Rico's Brand Popcorn, Austin Cheese Crackers with Peanut Butter, Rold Gold Pretzels, etc.
- 6.4.11 During the public school year, the JJAEP will require approximately 100 meals per day for lunch only. This is currently a sack lunch containing a bologna sandwich and an apple.

6.5 Meal Temperatures & Food Handling

The Contractor shall be required to maintain meals according to the following temperature (temperatures equal to or not to exceed) and handling guidelines:

- 6.5.1 One hundred sixty (160°F) Fahrenheit for all hot food in the warmers and maintained above one hundred thirty-five (135°F) Fahrenheit prior to leaving the kitchen.
- 6.5.2 Forty (40°F) Fahrenheit for all cooled food in the coolers and maintained below forty (40°F) Fahrenheit prior to leaving the kitchen.
- 6.5.3 A food thermometer shall be used to test and record temperatures of all foods and beverages being served at the beginning of serving line set-up and a minimum of every 30 minutes thereafter throughout service until the service is complete. The temperatures shall be documented and available to Collin County upon request.
- 6.5.4 There shall be sanitary, temperature-controlled facilities for the storage of all food. Shelf goods shall be maintained at 45°F to 80°F, refrigerated goods at 32°F to 40°F, and frozen goods at 0°F to 16°.
- 6.5.5 Temperatures of all refrigerated and frozen storage areas shall be checked at least once each shift and recorded.
- 6.5.6 Under section 6.15.5, the Contractor is responsible for receiving and documenting incoming shipments. The Contractor will date all incoming food and other items upon receipt and rotate the items to ensure that they are used in the order received.

- 6.5.7 All refrigerators and freezers shall be equipped with a method to verify ambient internal temperature of the unit.
- 6.5.8 All thawed and ready-to-eat food prepared by the Contractor may be stored for a maximum of four days under refrigeration at 40°F or lower; it shall be disposed of after four (4) days.
- 6.5.9 All leftover ready-to-eat food prepared by the Contractor may be stored for a maximum of 60 days when frozen at 0°F or lower; it shall be disposed of after 60 days. The Contractor will label stored food with the name of the food and the date by which it shall be served or disposed.
- 6.5.10 The Contractor must label open, in-use containers of food or beverages, such as bulk condiments or bulk peanut butter, with the date opened.

6.6 General Sanitation and Safety

- 6.6.1 The Contractor must operate and maintain the food preparation, service, and delivery, areas in a clean and sanitary condition and in compliance with all federal, state, and local standards, including but not limited to the regulations promulgated and enforced by the City of McKinney, and the Texas Department of State Health Services. *See Texas Food Establishment Rules (Aug. 2021), 25 TAC Chapter 228;*¹ *City of McKinney, Code of Ordinances, Chapter 46 (Food Establishment Regulations).*² The Contractor shall furnish all labor, supplies, material, and supervision necessary to keep these areas in a clean, sanitary, orderly condition at all times and in compliance with these standards. The Contractor will submit copies of all Health Department inspections to the appropriate County authority at each facility within 24 hours of the inspection.
- 6.6.2 The Contractor shall provide any and all necessary disinfectant chemicals required to insure proper sanitation in the event proper water temperature is not obtained. Quaternary Ammonia disinfectant shall be used in the place of bleach. Bleach is not allowed.
- 6.6.3 The Contractor shall be responsible for all day-to-day cleaning as well as periodic major cleaning of the entire kitchen area assigned to the Contractor including walk-ins, store rooms, freezers, dish room, kitchen, employee room, office, staff dining room and receiving area.
- 6.6.4 The Contractor shall be responsible for on-going sanitation/cleanliness in the staff dining room. The cleaning process shall include bus tubs for dirty utensils, wiping down the tables and counters, removal of dirty dishes, resupply of condiments, cleaning the salad bar, coffee maker, microwave and other similar tasks. The thorough cleaning of the floors, walls and other permanent fixtures shall be the responsibility of the Contractor.
- 6.6.5 The Contractor shall collect and dispose of all rubbish, garbage, litter or other waste on a daily basis up to three (3) times a day, but before dark (security provided by Collin County). All used oil shall be placed in approved recycle container to be properly recycled.
- 6.6.6 All Contractor and inmate worker personnel shall be cleared by County medical personnel prior to being allowed to work. *See, e.g., 37 TAC 271.1(c), 289.1* No Contractor or inmate personnel will be permitted to work if they have or appear to have any form of communicable health problems. *See Health & Safety Code, § 438.032* (prohibiting unwell persons from handling food, dishes, or utensils). All workers are subject to spot visual inspections and, if in the option of the County medical personnel, a person is considered too ill to work, that person shall be replaced until cleared by appropriate medical personnel. *See Health & Safety Code, § 438.033* (examination and physician's certificate. The Contractor will post signs or posters that are clearly visible to food employees and inmate workers by all handwashing sinks to notify them to report health symptoms relevant to food service. *See 25 TAC 228.32; City of McKinney, Code of Ordinances, § 46-7 (Employee Health).*
- 6.6.7 The Contractor shall provide all necessary materials plus require and enforce that all Contractor staff and the inmate workers wear disposable gloves, hats and hairnets while handling food and service ware. *See City of McKinney, Code of Ordinances, § 46-9.*

¹ https://www.dshs.texas.gov/foodesablishments/pdf/GuidanceDocs/TFER-2021_TAC-228_August-2021.pdf

² https://library.municode.com/tx/mckinney/codes/code_of_ordinances?nodeId=SPAGEOR_CH46FOESRE

- 6.6.8 The Contractor shall supply all aprons, hairnets, hats, and plastic gloves for use by the inmate workers.
- 6.6.9 The Contractor shall save samples of all inmate-, detainee-, and staff-prepared foods for not less than seventy-two (72) hours after service for testing in the event of an outbreak of food poisoning. Samples shall be clearly marked as to date and times of preparation, service, and storage.
- 6.6.10 The Contractor shall mop and disinfect all hard surface floors in public areas that the Contractor provides services at least once daily or as needed along with the daily disposal of rubbish, garbage, litter or other waste.
- ~~6.6.11 The Contractor must maintain and clean all kitchen grease traps and similar equipment in accordance with state and local regulations. See, e.g., TCEQ, Regulatory Guidance, RG-389, "Waste from Grease Traps, Grit Traps, and Septic Tanks: Questions and Answers" (June 2014);³ City of McKinney, Ordinance No. 2022-11-074 (Nov. 3, 2020);⁴ The Contractor must arrange for the periodic hauling of grease trap and similar waste. See Wastewater and Treatment Education Roundtable, Grease Interceptors: A Comprehensive Guide (2015).⁵~~
- 6.6.12 The Contractor shall perform an annual cleaning of exhaust ducts and chaises from the kitchen exhaust hoods to exterior of the system.
- 6.6.13 The County shall provide weekly pest control. The Contractor shall report pest control problems to Collin County Facilities. Any pest control services needed outside of what the County already has contracted will be performed at the Contractor's expense.
- 6.6.14 The Contractor shall initially address all grievances within twenty-four (24) hours with a resolution plan in place and finalized within forty-eight (48) hours.

6.7 Meal Distribution System

The meal distribution for the facility shall be demonstrated with an improved method of delivery for hot and cold (i.e. milk and dairy products) food to the officers and staff. Food shall be served at the correct temperature whether hot or cold.

6.8 Inmate Meal Service Procedures

- 6.8.1 The Contractor shall serve all hot meals on insulated trays (or disposable trays in case of emergency situations only) and deliver the meals to the housing units and/or designated service points on carts provided by the Contractor. The carts shall be delivered by Inmate workers, provided by Collin County. If there is a shortage of Inmate workers, the responsibility will be handled as per §6.13. The Contractor is responsible for ensuring that each cart is properly loaded with the correct number of meals, service ware, condiments, and related items. Collin County staff shall be responsible for managing inmates to arrive at service location with the food. Inmate kitchen workers will only be responsible for the delivery of inmate food to each service location with the food. Detention staff shall be responsible for distributing the food when it has arrived at the service area with the inmates provided by the kitchen.
- 6.8.2 Medical and therapeutic meals shall be clearly identified. The meals shall be accompanied by a transmittal form listing the inmate's name, diet order, and place for the inmate or security personnel to sign indicating that the correct meal was prepared, received, and delivered. These forms shall be returned to the kitchen and maintained as part of the permanent record.
- 6.8.3 The Contractor shall prepare and provide cold lunch bags to all inmates that are scheduled for Court or other appointments.

³ <https://www.tceq.texas.gov/downloads/assistance/publications/rg-389.pdf>

⁴ <https://www.mckinneytexas.org/DocumentCenter/View/25745/Liquid-Waste-Ordinance-No-2020-11-074>

⁵ https://www.defendyourdrainsnorthtexas.com/docs/Grease_Interceptor_Guide_2015.pdf

6.8.4 The Contractor shall provide all paper, plastic, sacks, oven-proof dishes and other expendable items it will require for use in the operation of the food service facility.

6.9 Food Service Schedule for Inmates at the Detention Facility

All meal times will start at the start time listed below. All food to be delivered shall be out of the kitchen by the end time listed. In any event, the Contractor will comply with 37 TAC 281.1 as to frequency of meals.

Adult Detention Facility Meals	Start Time	End Time
Breakfast	6:50 a.m.	8:10 a.m.
Lunch	12:50 p.m.	2:10 p.m.
Dinner	6:50 p.m.	8:10 p.m.
Snack for Pregnant Persons	9:00 a.m.	
Snack for Diabetic and Pregnant Persons	8:00 p.m.	
Juvenile Detention Meals	Pick Up Time	
Breakfast	7:00 a.m.	
Lunch / JJAEP Sack Lunch	11:00 a.m.	
Dinner / PM Snacks	5:00 p.m.	
Afternoon Snacks	3:30 p.m.	
Evening Snack	8:00 p.m.	

6.10 Food Quality

The Contractor shall provide in its proposal the minimum specifications for the purchase of all food products and disposable service ware. The Contractor’s specifications must address the level of quality, grade, size, pack, and all other relevant information. The Detention Facility must approve, in writing, any changes from the specifications. Foods purchased by the Contractor for the use in the designated County facilities shall meet the following minimum specifications:

- 6.10.1 Beef, veal, and lamb shall be at least United States Department of Agriculture (USDA) good. The fat and soy content of all ground meat product to be used cannot be in excess of twenty (20%) percent and six (6%) percent respectively. All breaded products, served as a main course, shall weigh a minimum of three (3) ounces before breading. Unless otherwise specified, the Contractor will comply with 25 TAC 228.62 (specifications for receiving) for the food listed in the regulation.
- 6.10.2 Poultry shall be at least USDA Grade B (if ground) or Grade A (if whole). Chicken quarters can be no less than eight (8) ounces raw weight if served as a whole. All breaded products, served as a main course, shall weigh a minimum of three (3) ounces before breading in aggregate.
- 6.10.3 Processed meat shall be from the USDA government inspected plants.
- 6.10.4 Canned fruit and vegetables shall be at least USDA Grade C or standard.
- 6.10.5 Frozen fruits and vegetables shall be at least USDA Grade B.

- 6.10.6 Fresh produce shall be at least USDA Grade No. 2 and minimum 138 count size to meet the nutritional requirements.
- 6.10.7 Colorful and tasty fresh products shall be at least USDA Number 2. Under no circumstances may the edible portion of the fruit be less than one half (½) cup.
- 6.10.8 Different varieties of fruit shall be served at least five (5) days per week.
- 6.10.9 Dairy products shall be at least USDA Grade A. Two (2%) percent fresh milk fortified with Vitamin A and D shall be served as a beverage. However, the Contractor may use non-dairy powdered milk substitute for cooking, baking, and general beverage services except for instances when dairy is required by the Medical Provider.
- 6.10.10 Eggs, whether fresh or pasteurized, shall be at least USDA Grade B medium.
- 6.10.11 Fish and seafood, whether fresh or frozen, shall be packed under continuous inspections of the U.S. Department of Commerce. All breaded products, served as a main course, shall weigh a minimum of three (3) ounces before breading in aggregate. Fish and seafood entrees shall be served at least once a week.
- 6.10.12 Contractor may not provide “second market” or distressed food products past their freshness pull date.
- 6.10.13 No sulfite additives are to be added on premises to any foods served under this contract.
- 6.10.14 The Contractor shall propose, and be prepared to implement, a perpetual inventory system whereby the prepared food is always on record, and to assure that it is rotated to prevent any incidence of food poisoning or quality deterioration.
- 6.10.15 Casserole dishes shall contain at least two (2) ounces (cooked weight) of beef, or three (3) ounces of poultry (cooked weight), per serving. A maximum of three (3) casserole dishes shall be served in any seven (7) day period. For purposes of this RFP a casserole is defined as any dish that consists of a chopped or ground meat or poultry product with gravy, sauce, noodles of any type, rice, legumes, vegetables or cheese. Examples of a casserole include, but are not limited to spaghetti and meat sauce, lasagna, and stews.

6.11 **Minimum Menu Standards**

The contractor will provide menus, meals, and foods that comply with these standards:

- 6.11.1 The contractor may not serve pork to detained persons.
- 6.11.2 All menus and menu items must meet the current standards under section 6.3.4, including the RDA-DRI established by the USDA National Research Council for the target population. The Contractor must serve a balanced diet. See 37 TAC 281.3.

6.12 **On-Site Management**

The Contractor will fulfill the following requirements:

- 6.12.1 The Contractor shall provide on-site Food Service Manager(s) or Certified Food Protection Manager who is trained, experienced, and knowledgeable of “Safe Serve,” ServSafe,⁶ or a similar food-service program in a correctional facility. See 25 TAC 228.31, 229.176.⁷ The manager assigned shall be subject to review by Collin

⁶ See, e.g., Ass’n of Correctional Food Service Affiliates, Resources (visited Oct. 25, 2022) (ServSafe Food Safety Training Program), <https://www.acfsa.org/partnersLikeAssoc.php>; ServSafe, “Get Certified” (visited Oct. 25, 2022), <https://www.servsafe.com/>; Texas Restaurant Ass’n, “ServSafe Manager Training” (visited Oct. 25, 2022), <https://www.txrestaurant.org/training/servsafe-manager-training-testing-options>.

⁷ See Tex. Health & Human Servs., “Frequently Asked Questions – Food Handler Education or Training Programs” (visited Oct. 25, 2022), <https://www.dshs.texas.gov/food-handlers/faq.aspx#:~:text=Who%20must%20obtain%20food%20handler,within%2060%20days%20of%20employment>.

County. The Contractor will include a sample resume including correctional experience for an on-site manager in its proposal. . The Contractor must take reasonable steps to ensure that all food is prepared under the supervision of an employee who possesses a food-handler license or certificate or comparable credential. *See* 37 TAC 281.5; 25 TAC 228.31; City of McKinney, Code of Ordinances, § 46-6.

- 6.12.2 Interviews with the proposed manager(s) shall be required prior to award.
- 6.12.3 When a Food Service Manager or Food Protection Manager is absent for any reason, the Contractor will furnish an acceptable replacement. The Contractor will provide a sample resume for an alternative Food Service Manager or Food Protection Manager with the proposal.
- 6.12.4 The Contractor will comply with all federal and state labor laws, including the Fair Labor Standards Act, 29 U.S.C. Chapter 8, and the Equal Pay Act, 29 U.S.C. 206(d); 29 CFR Part 1620; and antidiscrimination laws, including Title VII, 42 U.S.C. 2000e, *et seq.*, the ADEA, 29 U.S.C. Chapter 14, and the ADA, 42 U.S.C. Chapter 126; Texas Labor Code, Chapter 21.

6.13 Staff and Training for On-Site Employees

- 6.13.1 The Contractor shall be required to have all personnel trained on the Prison Rape Elimination Act (PREA), 34 U.S.C. Chapter 303; 28 CFR Part 115.
 - 6.13.2 The Contractor will provide staff employees who are well trained, honest, and reliable in a uniform of the style and color to distinguish them from the inmate workers. Collin County officials shall review and approve all hiring.
 - 6.13.3 The Contractor shall provide sufficient staffing to supervise the work of the inmate workers in the kitchen and to prevent both injuries to inmates and vandalism. The ratio shall be no less than one (1) staff member to twenty (20) inmates present in the kitchen for work. The Contractor shall have two (2) staff members in the kitchen at all times for safety, proper food handling, and preparation of the meals. These two (2) Contractor employees shall be working on the floors supervising the food service operations (not in the offices, loading dock, SDR, or other area). Additionally, at least one staff member will prepare and serve all staff meals in the SDR.
 - 6.13.4 All Contractor employees shall be cleared by the appropriate medical authority prior to working in Collin County. All employees shall take a tuberculosis (TB) test and be cleared prior to employment with the Contractor. This is an annual requirement.
 - 6.13.5 All employees shall speak English or be multilingual with English as one of the spoken languages.
 - 6.13.6 Contractor employees shall be subject to background checks. . The County may deny entry to the Contractor's employees for a positive TB test or a security reason.
 - 6.13.7 The Contractor's employees, including management, should be clean and neat and wear a standard uniform daily. *See* Health & Safety Code, § 438.034 (Employee Cleanliness). The Contractor's employees must be easily discernable from the inmate workers. All food-service employees and inmate worker must wear hair restraints (hats or nets) in the kitchen and service areas.
 - 6.13.8 The Contractor will periodically provide in-service training on safety, sanitation, and proper food handling, and its employees must routinely attend this training. In addition, the Contractor's employees will successfully complete training on safety and security periodically provided by County staff.
 - 6.13.9 The Sheriff or his designee may notify the Contractor of a problem or ground for dissatisfaction with an employee or manager, and the Contractor will use its best efforts to resolve the issue. If the Sheriff is unsatisfied, then the Sheriff may revoke the employee's right to enter a secure area of a detention facility by written or email notice to the Contractor. The Sheriff has the sole discretion to exclude an employee or manager. But he will most frequently exclude a person for a reason related to the safe and secure operation of the facility, the proper care and feeding of detained persons, or the maintenance of an environment free from discrimination or harassment. The Contractor will return the employee's security badge within 24 hours of the person's final shift.
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6.14 Staff and Training for Inmate Labor

- 6.14.1 Inmate workers will be provided for the kitchens and SDR under the supervision of the kitchen staff, and Collin County Detention Officers will conduct hourly rounds in the kitchen. *See* 37 TAC 281.5, 275.1. The Contractor will coordinate the termination of inmate workers with the Services Lieutenant.
- 6.14.2 In its proposal, the Contractor should include a statement about its ability and knowledge in the supervision and control of inmate labor, including a description of its inmate-training programs under section 6.14. *See* 25 TAC 229.178 (accreditation of food-handler education or training programs).
- 6.14.3 The Contractor will furnish sufficient numbers of employees to perform all required services in a professional manner, and the Contractor should adhere to all staff-to-inmate ratios. The County may have to pull inmate workers for inadequate numbers of Contractor's staff.
- 6.14.4 The Contractor and Collin County employees will visually check each inmate worker for any obvious sign of infection or illness. They will not permit such persons to work around food until cleared by the appropriate medical authority.
- 6.14.5 Collin County will not guarantee uninterrupted availability of all or a portion of the inmate worker crew due to inmate strikes, lockdowns, early release, court orders, or lack of detainees who qualify to work in food service. The Contractor shall, at its own expense, provide labor to operate the kitchen in times of inmate shortage.

6.15 Inmate Training Program

In coordination with the detention facilities' other training and educational programs, the Contractor may provide training or classes, including those in which detained persons may earn a recognized food-service certificate or other credential. The Contractor will focus on inmates assigned to work in the kitchen or other food-service area. The goals include training inmates and better preparing them for employment outside of the county jail.

- 6.15.1 Although the Contractor may recommend persons for training or additional training, the detention staff will select inmates to participate in any training. In coordination with the Contractor, the detention staff will develop guidelines to select persons for training or other participation. A program may focus on minimum-risk persons, as classified under 37 Tex. Admin. Code 271.1(a)(3) or other TCJS standard. In any event, the detention staff and the Contractor will design all training and other programs to protect public and facility safety.
- 6.15.2 Class size and duration
- Class shall be limited to (fifteen) 15 inmates
 - Duration of each class shall be six (6) weeks to include selection process, training, and certification.
- 6.15.3 The County expects the Contractor to train at least 60 inmates in at least four classes per fiscal year (October 1 to September 31).
- 6.15.4 The Contractor will periodically develop training plans with courses, class dates and hours, schedules, and other details, and submit them to the detention facilities' programs staff. The Contractor will provide modular training in the areas of (1) food handling (see, e.g., 25 TAC 228.31; 37 TAC 281.5), (2) food production and preparation in a kitchen, (3) food service, including restaurant- or cafeteria-style service in the dining room consistent with security, and (4) related job skills, including job hunting, personal grooming, interviewing, and other skills. A class should include classroom presentation and hands-on work. The Contractor may coordinate with detention programs to offer training on an inmate tablet, VR equipment, or other platform consistent with the detention facility's current technology. A training module may presumptively last up to six weeks, although the Contractor may request a longer time from detention programs. The Contractor will generally provide training classes daily or on a schedule approved by detention programs. The Contractor will provide all training aids and equipment, or arrange to work with detention programs to use County's equipment or facilities. The Contractor will keep appropriate records, including attendance rosters.
- 6.15.5 Proof of completion and certification: The Contractor will provide proof of completion and training certificates at a culinary-arts graduation luncheon or banquet. The Contractor will provide a certificate for completion of each module (food prep, sanitation, etc.).

6.15.7 The Contractor will provide a mechanism to track and report on their training program graduates. .

6.16 Facility and Equipment

Proposers shall read the specifications concerning food service as to all equipment the CCDF currently has. In addition, the County will facilitate and schedule site visits for Proposers to visit the CCDF and become thoroughly acquainted with the furnishings and equipment of the existing food service / preparation area and to determine what, if anything else is required for Contractor(s) operations.

6.16.1 The kitchen facilities at Collin County kitchens and SDR, together with utensils and equipment located therein will be made available to the Contractor for their use under this contract. However, such physical plant and equipment is only an accommodation to Contractor and Collin County makes no warranties, expressed or implied as to their availability in the event of force majeure and Contractor shall have a contingency emergency plan acceptable to County for such an emergency. The term “force majeure” as used shall mean acts of God, strikes, lockouts, lockdowns, acts of public enemy, orders of any kind of Government, insurrection, riot, work stoppage, epidemic, earthquake, fire, explosion, breakage or accidents to machinery or equipment over and above ordinary maintenance or repairs, constructions and relocation to a new facility, civil disturbances, and other events or causes that would cripple normal operation. A contingency emergency operation plan shall be submitted with the proposal and be briefed at the Contractor presentation to the County.

6.16.2 **The Contractor, detention staff, and an asset-management technician from County Purchasing will conduct a joint** inventory of County-owned equipment, utensils, trays, and other items within 90 days of this contract’s start date. They will determine quantities and serviceability of equipment on hand. The County will retain ownership of the equipment

6.16.3 At the time a new Contractor starts providing services, the Contractor will inventory all food on hand, including food, produce, meat, drinks, fruits, vegetables, condiments, and other items. **The Contractor will purchase the current inventory at Collin County’s cost, see Exhibit H for current County inventory and approximate value, which may fluctuate before final inventory.**

6.16.4 The Contractor shall properly and safely use and operate all electrical, gas, and plumbing fixtures, equipment or appliances. The Contractor shall implement and maintain an energy-conservation program to control the use of lights (replacing as needed), heat, water, ovens, steam equipment, and other energy-consuming items.

6.16.5 The Contractor shall provide at least one employee in the loading dock and kitchens to receive and document incoming shipments. This is not the responsibility of Collin County. The Contractor is responsible for receiving all shipments, Current delivery times are 8:00 a.m. to 2:00 p.m., Monday through Friday.

6.16.6 If the Contractor’s salesperson or supplier must call on the Contractor’s unit manager, the appointment must be set up and arrangements made for the salesperson to check in at the facility. The food-service representative shall coordinate all visits with County security personnel.

6.16.7 **In its proposal,** the Contractor will describe how it will provide for the correct handling, prompt storage, rotation, and use of all food

6.16.8 **In its proposal,** the Contractor will detail its procedures and the frequency for inventories of unprocessed foods, commodity foods, and other supplies. The Contractor must describe the method for conducting the inventory and the disposition of the data collected in detail.

6.16.9 All equipment and permanent installations currently in place are the property of Collin County. The Contractor(s) shall adequately furnish, install, make all necessary improvements to existing food service / preparation area, and maintain all furnishings and equipment necessary, in the opinion of the County, for the operation of this food service management contract, both for the existing and any future food service areas, including temporary/portable equipment. Further installation of equipment and improvements made to the existing food service areas shall be completed by the Contractor(s) and approved by the County. All improvements made to existing food service / preparation area and installation of equipment made by the Contractor(s) shall be done in such a manner as not to disrupt event activity and service to same. Further, the Contractor(s) must cooperate with the County in the installation of any new fixtures or equipment to assure that all work is done in accordance with

County standards. The County reserves the right to require the Contractor(s) to supply furnishings, fixtures, and construction documents.

6.17 Quality Control

- 6.17.1 The Contractor shall implement and maintain a quality-control program, which clearly delineates the minimum standards by which its facility managers and staff will prepare and serve food. At a minimum, the plan shall address and monitor the following:
- 6.17.1.1 Purchase all food and maintain the food supply.
 - 6.17.1.2 Contractor delivery relative to proper inventory temperatures and handling.
 - 6.17.1.3 Product receipt to assure that all products and weight specifications are met.
 - 6.17.1.4 Product storage relative to proper inventory turnover, security and temperature maintenance.
 - 6.17.1.5 Food production and inventory records which shall verify that the correct proportion of ingredients have been used.
 - 6.17.1.6 Food holding prior to use relative to proper temperature maintenance.
 - 6.17.1.7 Food preparation and delivery.
 - 6.17.1.8 Facility and equipment sanitation and operating conditions.
 - 6.17.1.9 All records maintained and used in this quality control process are subject to inspection by Collin County at any time.

6.18 Quality Assurance

- 6.18.1 The Contractor will reasonably ensure that all foods and meals are stored, prepared, and served, and all spaces, facilities, and equipment cleaned and maintained, according to the standards and guidelines of the State, the County, and the City of McKinney. *See, e.g., Texas Food Establishment Rules, 25 TAC Chapter 228; City of McKinney, Code of Ordinances, Chapter 46 (Food Establishment Regulations)*⁸. In addition, the Contractor will take reasonable steps to comply with 5C, food-service standards, of the ACA's *Performance-Based Standards and Expected Practices for Adult Correctional Institutions* (5th ed. March 2021),
- 6.18.2 The County may assess the Contractor's performance under this contract, including the quality of food storage, preparation, and service with assessments from Jail Support Services, staff and inmate comments or grievances, and assessments by County experts, such as a registered dietician. Without notice to the Contractor, detention staff or a County expert may inspect the kitchens, SDR, the loading dock, and food-storage rooms and equipment, and they may pull sample food trays to assess quality, temperature, and portion sizes and weights.
- 6.18.3 Within 48 hours of an inspection, detention staff will notify the Contractor in writing of any unsatisfactory findings or conditions. Within 24 hours, the Contractor must meet with detention or County staff to discuss the notice. Within five business days, the Contractor must propose a solution to each finding or condition.

6.19 Security

The following security measures shall be followed by the Contractor and Contractor employees:

- 6.19.1 All Contractor employees shall enter and exit the facility via designated entrance only.
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- 6.19.2 All Contractor employees will be subject to search upon entering, exiting or at any time within the facility. The Contractor's employees may not bring contraband or prohibited items or substances into a secure area of the detention facility. *See Penal Code, § 38.11 (prohibited substances and items), § 38.114 (contraband).*
 - 6.19.3 All Contractor employees shall adhere to all County procedures and rules.
 - 6.19.4 All Contractor employees shall wear County applied picture identification badges while in the facility.
 - 6.19.5 Contractor is solely responsible for the return of all identification badges upon termination / retirement of each employee. Lost or stolen badges shall be reported to Collin County.
 - 6.19.6 All Contractor employees may be subject to a pre-employment and/or post-employment polygraph test if requested for investigation purposes.
 - 6.19.7 All Contractor employees will be subject to a criminal background clearance check.
 - 6.19.8 Admittance to facilities will be denied if previous criminal activities are deemed to compromise facility. The decision of the security staff will be final.
 - 6.19.9 Contractor shall ascertain and immediately notify (in writing) the County if any employee representative is related to any person confined as an inmate.
 - 6.19.10 Contractor shall implement and maintain a check out and check in log for issuance of all sharp utensils. The log and storage area shall be accessible to County security personnel at all times. Any missing items shall be immediately reported to the designated shift commander or officer in charge of the facility. Tools, equipment storage and chemical storage shall meet or exceed ACA standards.
 - 6.19.11 Contractor shall be responsible for security within assigned areas. The issuance and control of facility keys shall be controlled. Lost or stolen keys shall be immediately reported to the "on duty captain and on duty kitchen officers".
 - 6.19.12 In the event of an emergency or security situation, the facility captain or designate will have supervisory control over all Contractor personnel within the facility.
 - 6.19.13 Contractor shall be responsible for immediately notifying the shift supervisor of any fires in the kitchen or service areas and of any accidents involving Contractor personnel and inmate workers assigned to the food service duties.
 - 6.19.14 Maintenance vendors shall be required to enter the building through proper security channels. There will be no exceptions. Food service Contractor shall be responsible for coordinating vendors' access to the job site by notifying security personnel.
 - 6.19.15 The Contractor and its employees shall be responsible for keeping all doors closed and locked in the assigned work area. The Contractor and its employees shall adhere to all security restrictions imposed by the Sheriff.
- 6.20 **Collin County Detention Center Officers / Staff Food Services** ⁹
- 6.20.1 The Contractor shall provide enhanced meals other than that of the inmate menu that are tasty, appetizing, wholesome quality meals to the staff of Collin County under sections 6.20.5 and 6.23. **The Contractor shall provide an improved quality of meal for officers, similar to what is served at local restaurants (including but not limited to breakfast, lunch and dinner menus).** Contractor shall use "Attachment A: Current Staff Dining Menu" as a basis for the proposed improved Staff Dining Room menu.
 - 6.20.2 Meals served to Collin County staff in the Staff Dining Room (SDR) shall be displayed in an appealing manner. In its proposal, the Contractor will provide a plan for improving and maintaining the SDR and kitchens located at 4300 Community and 4800 Community.

⁹ The proposer shall provide two (2) cost options for County consideration. Option one (1), Group A Detention Meal Cost inclusive of staff member meals, and option two (2), group B Detention Meal Cost non-inclusive of staff member meals. Group A includes an option of no cost meals to the jail staff.

- 6.20.3 The Contractor shall provide specialized catering service as instructed by Collin County or designated administrator ~~at no additional cost to the facility~~. (i.e., special breakfast, lunches, cookies, pastries).
- 6.20.4 At no cost to the facility or Collin County, the Contractor will provide coffee service to detention and County staff, as well as the staff of the contract medical provider in the jail, twenty-four hours per day. The Contractor will serve fresh regular and decaffeinated coffee, and each detention area will have its own coffee pots and packaged coffee. The County will furnish coffee equipment and coffee grounds.
- 4300 Community- detention area's (Pods)
 - 4300 Community- staff dining room
 - 4700 Community- detention area's
 - 4800 Community- detention area's (Pods)
 - Booking area of the Detention Center

In its proposal, the Contractor will provide a plan for coffee service.

- 6.20.5 In addition to coffee, the Contractor shall provide tea, water, and ice to the staff dining room. The proposal shall include a plan detailing hours to replenish and sanitation of equipment.
- 6.20.6 The Contractor will provide four (4) daily meals and short order menu, including breakfast tacos. The Contractor will make the meals available at the times in § 6.22 everyday, while the short order menu shall be available upon request twenty-four hours, seven days a week.
- 6.20.7 During the times listed in § 6.22, the Contractor will provide a self-service salad bar containing at a minimum: two prepared salads, tossed green salad with various types of leafy vegetables (including Romaine lettuce), assorted raw, sliced vegetables, dried bread croutons, bacon bits, shredded cheese, various types of salad dressing and additional food items. The Contractor shall present a plan to provide high quality salad and healthy meal offerings for officers and staff similar to menu items or cuisine found locally.
- 6.20.8 The Contractor shall provide soda fountain machine, soda canister, and all applicable supplies for operation. The proposal shall include a plan detailing hours to replenish and sanitation of equipment.
- 6.20.9 The Contractor shall provide soft serve ice cream machine, ice cream mix, and all applicable supplies for operation. The proposal shall include a plan detailing hours to replenish and sanitation of equipment.
- 6.20.10 The Contractor shall develop a Point of Sale system (POS) with the County to include accepting credit or debit cards or prefunded accounts.

6.21 Meals and Short Order Pricing

The following (§§ 6.21.1 – 6.21.2) will allow the Contractor to recoup costs while allowing Collin County to provide an additional benefit to detention staff without incurring costs.

- 6.21.1 The Contractor will not charge an on-duty Sheriff's Office employee for a regular menu or short order meal (no more than two meals per twelve-hour shift).
- 6.21.2 The Contractor may charge all other employees and Contractors who work inside or outside the Sheriff's Office at cost plus ten percent for their meals.

6.21.2.1 The Contractor will provide a report of meals and revenue monthly to help balance the plan and costs for the mutual benefit of Collin County and the Contractor.

6.22 Proposed Staff Dining Room (SDR) / Menu and Pricing

- 6.22.1 Short order menu and SDR purchases inside of the Sheriff's Office shall be picked up by Collin County Detention Officers or inmate workers with signed receipt by purchaser.

6.22.2 Short order menu and SDR purchases to be made from outside of the detention facility shall be available for pick up only at a designated location, which is mutually agreeable with Collin County and the Contractor.

6.23 Collin County Detention Center Officers / Staff Food Services Schedule

Officers shall be able to electronically order their meal up to thirty (30) minutes in advance of the meal service time. Meals shall be prepared and ready for delivery up to thirty (30) minutes past the start of the meal time. All meals shall be inspected and verified by a member of the Contractor’s staff. Meals may be delivered with the use of inmate labor as long as the containers are sealed to identify tampering. Meals shall be delivered reasonably warm or reasonably cold based on the meal.

	<u>Service Time</u>
Day Shift	7:00 a.m. to 2:00 p.m.
Night Shift	7:00 p.m. to 2:00 a.m.

6.24 Inmate Behavior Management Program¹⁰

The Jail may choose to reward inmates who reach certain goals set by the administration (such as sanitation, cleanliness, or program completion) with a pizza party or a popcorn-and-movie night. Experience shows that inmates will work hard together to achieve the social-need fulfilling experience of a food reward shared with the entire housing unit.

6.24.1 The jail administrator expects housing officers to give inmates incentives and tangible rewards for positive behavior (such as popcorn and soda for winning a weekly competition for housing unit cleanliness). The Contractor shall provide food based rewards at the request of the jail administrator or housing officer.

6.24.1 The Contractor shall provide food based rewards (e.g. pizza, popcorn, soda, etc.) at the request of the jail administrator for the purposes of inmate behavior management. The food based reward shall be billed to the County at a per diem cost per inmate.

6.25 Required Records, Reports, and Performance Reviews

6.25.1 The Contractor shall maintain at all facilities the following records which shall be available to the County for review without prior notification. Current staffing chart and work schedules which conform to the terms and conditions of this agreement.

6.25.1.1 Complete job descriptions of all positions.

6.25.1.2 Personnel and payroll records which include all days worked and all days absent.

6.25.1.3 Meal and daily records pertaining to regular quality control procedures such as food temperature check, tasting, appearance and specified portioning records used in the food service operation.

6.25.1.4 Daily Cleaning List/Log records posted for viewing at Detention Center Main Kitchen, Minimum Security and SDR.

6.25.1.5 Health and Inspection Reports performed by the City of McKinney. The City will inspect a food establishment at least twice a year. *See* City of McKinney, Code of Ordinances, § 46-4(b).

6.25.1.6 On a quarterly basis and in addition to the reporting requirement specified elsewhere, the Contractor shall submit reports to Collin County, which will address the following:

¹⁰ See Nat’l Inst. of Corrections, Inmate Behavior Management: Guide to Meeting Basic Needs (2014), <https://nicic.gov/inmate-behavior-management-guide-meeting-basic-needs>.

- 6.25.1.6.1 A month-by-month (or accounting period) financial statement for each of the facilities covered. Such reports shall show all income, expenses and profit / loss related in whole or in part to this agreement.
- 6.25.1.6.2 A summary of all preventative maintenance and repair work performed.
- 6.25.1.6.3 A complete accounting of the actual meals served to inmates, detainees and staff by meal and day for each facility.
- 6.25.1.6.4 An assessment of the overall program strengths and weakness as well as recommendations for improvement, on the part of the County and Contractor.
- 6.25.1.6.5 Contractor records of all staff and inmate training.
- 6.25.1.6.6 The Contractor shall submit a weekly report of meal counts to the designated Collin County personnel.

6.25.2 Performance Reviews: County contract administrators and contract managers shall meet no less than quarterly to physically inspect the facilities, observe operations and discuss points of mutual interest. From time to time, the Sheriff will ask the Contractor to do unscheduled or random surveys. The Contractor shall cooperate and comply with unannounced surveys.

6.25.3 Contractor shall comply with all applicable standards, order or requirements issued under §s 306 of the Clean Air Act (42 U.S.C. 1857 (h); § 5008 of the Clean Air Act (33 U.S.C. 138); Executive order 11738, and Environmental Protection Agency (EPA) regulation (40 CFR Part 15), which prohibit the use on non-exempt Federal contracts, grants or loans of facilities included on the EPA list on violating facilities. Reporting of violations to the grantor agency and to the EPA Assistant Administrator for Enforcement is required. (EN-329).

6.25.4 The Contractor recognizes that the federal or state government could require the County to comply with energy-conservation measures or a state conservation plan. *See, e.g.*, Gov't Code, § 447.003; 42 U.S.C. § 6322. The Contractor agrees to take reasonable steps to cooperate with the County in meeting such standards in such an event.

6.25.5 The Contractor represents and warrants that the company has not been debarred or suspended from participating in federal contracts, grants or awards.

6.26 Contractor Maintenance Responsibilities

6.26.1 The Contractor will take all reasonable and prudent measures necessary to assure the Detention Facility as its equipment is being properly used. The Contractor shall have direct responsibility for the care of all equipment in the kitchen areas.

6.26.2 The Contractor shall utilize the County's maintenance personnel for maintenance or preventative maintenance of equipment in the kitchen areas. The Contractor shall inform Services Lieutenant immediately of any equipment problems or deliberate mistreatment of same by an inmate or staff member. The decision to replace or repair equipment rests solely with the County. Damage to new equipment, purchased by the County, caused by abuse or misuse will be the responsibility of the Contractor to either repair or replace.

6.26.3 The Contractor shall reimburse Collin County for any maintenance or repair accomplished by Collin County personnel, which is the responsibility of the Contractor. Such maintenance or repair will be coordinated with the Contractor and Collin County prior to performance.

6.26.4 The Contractor shall not be responsible for any repairs caused by catastrophic activities to include, but not limited to, inmate uprising (initiated outside of the Contractor's area of control), floods (outside of the Contractor's area of control), or fire (outside of the Contractor's area of control).

6.27 Responsibilities of Collin County

- 6.27.1 Collin County agrees to make its kitchen and the following goods and services available for use by the Contractor(s):
- 6.27.1.1 Use of the kitchen equipment, kitchen appliances, utensils, pots and pans. Should additional equipment, kitchen appliances, utensils, posts and pans be required, they shall be provided at the Contractor's expense and become the property of Collin County.
 - 6.27.1.2 Utility services for the kitchen facilities, to include all costs for connection and re-connection. While Collin County will pay all utilities, the Contractor shall implement and maintain a utility / energy conservation program to control the use of lights, heat, water, ovens, steam equipment and other energy consuming items.
 - 6.27.1.3 Use of electricity, gas, water, sewer, local telephone and garbage removal. Local telephone services will be provided at no cost. Any long distance calls shall be paid by the Contractor. Collin County cannot guarantee uninterrupted water, electricity, gas, heat, ac and telephone service. Restoration of service after any interruption will be accomplished as soon as possible.
- 6.27.2 Collin County shall provide accurate and timely meal orders, by the floor location and type, to be served to inmates, detainees, staff and visitors.
- 6.27.3 Collin County shall provide clean uniforms for inmate workers.
- 6.27.4 Collin County shall provide garbage pickup service and containers.
- 6.27.5 Collin County shall provide pest control services
- 6.27.6 The Detention Facility will furnish officers as security personnel in accordance with TCJS requirements. Food service and Detention Facility personnel will coordinate their activities to insure that security is maintained at all times and that meals are prepared in accordance with established schedules.
- 6.27.7 In light of condition, age, and needs, the County will repair or replace kitchen or other equipment under this contract at its option. The Contractor will properly maintain all such equipment.
- 6.27.8 The Detention Facility shall provide office space and the following furniture for the Contractor in the kitchen area:
- Two (2) Desks
 - One (1) Four-drawer file cabinet
 - Two (2) Desk chairs
 - One (1) Visitor Chair
 - One (1) Bookshelf
- The Contractor must provide any other furniture or equipment for the office. The Contractor must provide a list of such equipment to the Jail Administrator.
- 6.27.9 The County will maintain and recharge the fire extinguisher systems, including the hood system, in the kitchen in accordance with State and local fire regulations.

6.28 Continuity of Services

- 6.28.1 The Contractor recognizes that the services under this RFP are vital to Collin County and shall be continued without interruption and that, upon contract expiration, another Contractor may continue them. The Contractor agrees to:
- 6.28.1.1 Furnish phase-in training, and
 - 6.28.1.2 Exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor Contractor.
- 6.28.2 The current 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 determine a specific date for work

described in the plan, and shall be subject to Collin County approval. The Contractor shall provide sufficient experienced personnel during the phase-in and phase-out period to ensure that the services called for by this RFP are maintained at all required levels of proficiency.

- 6.28.3 The Contractor shall maintain all personnel on the job to help the successor maintain the continuity and consistency of the services required by this RFP. The Contractor also shall disclose necessary personnel records and allow the successor to conduct on-site interview with those 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.
- 6.28.4 The Contractor shall work with the outgoing Contractor, or existing County operations at no extra cost to Collin County, a minimum of two (2) weeks of overlap before the current Contractor contract expires. The incumbent Contractor shall have to provide within fifteen (15) days of the next RFP award notification a written plan that defines the nature and extent of phase-in, phase-out services required. The plan shall determine a specific date for work described in the plan, and shall be subject to Collin County approval.

6.29 **Billing and Payment**

- 6.29.1 All invoices for the Sheriff's Office shall be emailed to Jail Administration (email TBD) and the County Auditor. The Jail Administration will review all numbers to verify inmate meal counts. Once completed, the invoice will be forwarded to the Collin County Auditor's Office for payment processing. Payment(s) will be made as required by Texas Govt. Code §2251, et seq. to Contractor.
- 6.29.2 This is an estimated requirements contract, and therefore, Contractor will be paid only to the extent of actual meals served as called for by the Collin County Sheriff's Office, or his representative.

7.0 PROPOSAL FORMAT

In accordance with the directions below, contractor shall provide a response for each item in § 7.2 – 7.6 in order and include item numbers in response. Answer all questions fully, clearly, and concisely, giving complete information. Do not skip items. Do not refer to other parts of your proposal for the answers. You may not modify either the order or language of the question. Responses shall include a statement of “agree”, “confirmed”, “will provide”, “not applicable”, or “exception taken” along with any additional information. If an item is “not applicable” or “exception taken”, contractor shall state that and refer to §8.0 Exceptions, with explanation.

Contractor shall adhere to the instructions in this request for proposals on preparing and submitting the proposal. If contractor does not follow instructions regarding proposal format, points will be deducted during the evaluation process.

7.1 PROPOSAL DOCUMENTS: To achieve a uniform review process and to obtain a maximum degree of comparability, the proposal shall, at a minimum include a Table of Contents detailing §§ and corresponding page numbers.

7.1.1 Proposals may be submitted online via <http://collinCountytx.ionwave.net> No email submissions will be accepted.

7.1.2 If submitting manually, proposal shall be submitted in a sealed envelope or box with RFP name, number, and name of firm printed on the outside of the envelope or box. Manual submittals shall be sent/delivered to the following address and shall be received prior to the date/time for opening:

Collin County Purchasing
2300 Bloomdale, Suite 3160
McKinney, TX 75071

Paper copies shall be printed on letter size (8 ½ x 11) paper and assembled using spiral type bindings, staples, or binder clips. Do not use metal-ring hard cover binders.

It shall be the responsibility of the Contractor to insure that their proposal reaches Collin County Purchasing prior to the date/time for the opening no matter which submission method is used.

Proposal shall include but not be limited to information on each of the following:

7.2 FIRM OVERVIEW & QUALIFICATIONS

Contractor shall define the overall structure of the Firm to include the following:

7.2.1 A descriptive background of your company’s history.

7.2.2 State your principal business location and any other service locations.

7.2.3 What is your primary line of business?

7.2.4 Provide the date (and number of years) your company organized to provide food services / food management services in institutional and correctional facilities.

7.2.5 Describe briefly your corporate background.

- 7.2.6 Describe experience relevant to the performance of work for federal, state or local agencies. Provide information that demonstrates customer/client satisfaction with overall job performance and quality of completed work accomplished.
- 7.2.7 Is your company currently for sale or involved in any transaction to expand or to become acquired by another business entity? If yes, please explain the impact both in organizational and directional terms.
- 7.2.8 Provide gross sales volume and number of employees for food services provided in institutional and correctional facilities by State.
- 7.2.9 Provide a list of all food services contracts with correctional facilities that your firm has had in the last five (5) years and include the locations, number of years with the start date and completion dates serving those clients. Note any current contracts, and any you will be involved with in the next year.
- 7.2.10 Identify those contracts in the last five (5) years that your company did not retain, and provide a brief summary of why your contract was not renewed for non-current clients.
- 7.2.11 Describe unique qualities or perspective (competitive edge) your company bring to this engagement.
- 7.2.12 Provide 1 or 2 examples of how your organization improved a new client's efficiencies by replacing their existing food services operation. Describe the biggest roadblocks, how you and your client approached them, and the outcomes.
- 7.2.13 List of all lawsuits resulting in award (in or outside of court) to a client and provide basis and finding of any settlement.
- 7.2.14 Provider is requested to submit recent financial statements over the past two (2) years with their proposal. Financial statement shall include but are not limited to summary-level reports regarding financial results, financial position(s), and cash flows. Audited financial statements are not mandatory. Unaudited financial statements will be accepted. If provider's firm does, however, have audited statements; please include a copy with your proposal.

7.3 PROPOSED PLAN & METHODOLOGY

- 7.3.1 Contract Transition: The Contractor must demonstrate how it would make the transition from the County's current food service operations. The transition plan should address an orderly and efficient start-up. The service provider should emphasize their past experience in implementing similar contracts and successes in this area.
 - 7.3.1.1 A detailed plan should be submitted with the proposal that addresses at a minimum how the following issues will be handled and transferred:
 - 7.3.1.1.1 Recruitment of current and new staff
 - 7.3.1.1.2 Subcontractors and Suppliers
 - 7.3.1.1.3 Assuming current County food supplies
 - 7.3.1.1.4 Records management
 - 7.3.1.1.5 Orientation of new staff
 - 7.3.1.2 Provide a schedule on each phase of the proposed services beginning with program development and ending with the date of commencement of services. The schedule must include all tasks that will require time in the process, such as County review (identify amount of time assumed for each task).

- 7.3.1.3 Include a detailed, transition plan to assume provision of Food Management Services within 30 days of signing a contract. If this timeline is not feasible, please suggest an appropriate transition time.
- 7.3.1.4 Include information about all current managers and supervisors who will be in charge of the transition, how long each person will be on-site during the transition, and what they will be in charge of overseeing.
- 7.3.1.5 Include the plan for hiring and training of employees and subcontractors for this Collin County account.
- 7.3.1.6 Include any plan to retain current food service employees, if applicable.
- 7.3.2 Describe employee training and education plans for managers, supervisors, and employees starting with your company or staff you intend to hire specifically for Collin County's account to include (if any) the number of training hours, the method of training (internet, classroom, documents, etc.), location of training, etc.
- 7.3.3 Include a Proposed shift roster (work schedule) in graph form that indicates the days of the week and scheduled hours for each employee including the manager(s).
- 7.3.4 Submit your staffing plan to include proposed salary and benefits to be offered for each position.
- 7.3.5 Provide a contingency plan to provide for services in the event of unexpected interruptions of the normal working conditions; e.g. inclement weather, labor shortages (including inmate labor shortages), temporary electric service outages, temporary gas service outages, delayed deliveries, etc.
- 7.3.6 Explain your methods for insuring uninterrupted service in the event of an employee calling out sick or is terminated.
- 7.3.7 Explain your response quality control methods and standards. Include a discussion of your methods for identifying and preventing deficiencies in service quality before the level of quality becomes unacceptable. Include details regarding schedules for product analysis, audits, and visitations.
- 7.3.8 Include sample menus to include menus for:
 - 7.3.8.1 Adult Inmate Meals (to include religious meals)
 - 7.3.8.2 Special / Modified / Medical Diets served to Adult Inmates (includes diabetic, reduced sodium, renal, gluten free, pregnancy, double trays, finger foods, vegetarian, and low sodium)
 - 7.3.8.3 Juvenile Meals (to include religious meals)
 - 7.3.8.4 Special / Modified / Medical Diets served to Juveniles (includes diabetic, reduced sodium, renal, gluten free, pregnancy, double trays, finger foods, vegetarian, and low sodium)
 - 7.3.8.5 JJAEP Sack Lunches
 - 7.3.8.6 Court-Holding Sack Lunches
 - 7.3.8.7 Special Function Meals
 - 7.3.8.8 Inmate Incentive Meal or Snack
 - 7.3.8.9 Menus for Staff Dining Room to include short-order and salad bar items. Menu shall include proposed pricing for off-duty officers and county staff.

7.4 REQUIREMENTS

- 7.4.1 Provide a minimum of three (3) references, other than Collin County, where these same/like products/services, as stated herein, have been provided. Texas references are preferred. Include the following: Company/Entity, Contact, Address, City/State/Zip, Phone, and E-Mail. It is the responsibility of the Proposer to ensure submitted references will be responsive to the County’s requests. The County reserves the right to contact references other than those listed, and to consider any information acquired from all references during the evaluation process. References with similar jail average daily populations (ADP) and facility size are preferred. Each reference shall meet the following criteria:
 - 7.4.1.1 The company or entity shall have engaged the Offeror for the same or similar services as those to be provided per the terms of the RFP;
 - 7.4.1.2 The services shall have been provided by the Offeror to the referenced company or entity within the five years preceding the issuance of Collin County’s RFP;
 - 7.4.1.3 The company or entity shall not be affiliated with the Offeror in any ownership or joint venture arrangement.

7.5 RESPONSE TO BUSINESS REQUIREMENTS

- 7.5.1 Proposer shall provide a response for each of the requirements in §6.0 through §6.28 of either “Yes, agree to requirement” or “No, cannot agree to requirement”. Any exceptions shall be stated in §8.0
- 7.5.2 Proposer shall follow the format outlined in § 7.0 when submitting a response.
- 7.5.3 Supporting Materials: Various questions included in this RFP will be used in making a selection and should be addressed by section and number. Proposer is requested to submit descriptive literature sufficient in detail to enable a comparison of the specifications of the services proposed with that of the requirements stated herein.
- 7.5.4 Proposals should not contain promotional or display materials, except as they may directly answer requested information; the section number shall be clearly referenced.

7.6 PRICING/FEES

All pricing shall be submitted on Attachment B: “Cost Proposal Sheet”.

- 7.6.1 State cost per meal for Adult Detention Meals (CCADF): Includes religious diets (refer to §5.22.1.2) and seasonal variations due to holidays such as, but not limited to Thanksgiving and Christmas.
- 7.6.2 State cost per meal for Adult Detention Meals (Minimum Security): Includes religious diets (refer to §5.22.1.2) and seasonal variations due to holidays such as, but not limited to Thanksgiving and Christmas.
- 7.6.3 State cost per meal for Special / Modified / Medical Diets served to Adult Inmates: Includes but is not limited to diabetic, reduced sodium, renal, gluten free, pregnancy, double trays, finger foods, vegetarian and / or low sodium.

- 7.6.4 State cost per meal for Juvenile Detention Meals: Includes religious diets (refer to §5.22.1.2) and seasonal variations due to holidays such as, but not limited to Thanksgiving and Christmas.
- 7.6.5 State cost per meal for Special / Modified / Medical Diets served to Juveniles: Includes but is not limited to diabetic, reduced sodium, renal, gluten free, pregnancy, double trays, finger foods, vegetarian and / or low sodium.
- 7.6.6 State cost per JJAEP Sack Lunch
- 7.6.7 State cost per Court-Holding Sack Lunch
- 7.6.8 State cost per Special Function Meal at SDR
- 7.6.9 State cost per Snack
- 7.6.10 State cost per Incentive Meal / Snack as described in §6.24
- 7.6.11 State cost for Staff Member Meal: includes all items listed in §6.20-6.23 (Group B Only)

Estimated quantities have been for one (1) calendar year. Pricing for Group A and B submitted shall be all inclusive. Cost scoring shall be evaluated on the Group A and Group B Totals respectively.

Note: Quantities provided are approximates for evaluation purposes. The actual quantities will change daily. An itemized weekly shall be generated and presented to Collin County in the County preferred manner.

8.0 EXCEPTIONS

Instructions for completing §:

The exception table shall be completed for any exception from requirements identified in this RFP. Please complete the following worksheet listing any and all exceptions from the information requested in the Request for Proposal. Attach additional pages as needed. If no exceptions are listed it is understood that the Contractor has agreed to all RFP requirements, even if a notation is referenced in an individual §.

§ Number/ Question Number	Required Service You are Unable to Perform	Steps Taken to Meet Requirement

**RFP 2022-368 Inmate Food Service Management
Attachment B - Cost Proposal Form**

Line	Line Description	Qty ¹	UoM	Group A: Detention Meal Cost Inclusive of Staff Member Meals		Group B: Detentio Inclusive of Staff
				Total:	\$ -	Total:
Line	Line Description	Qty ¹	UoM	Unit Cost	Ext. Cost	Unit Cost
1	Adult Inmate Meals (Collin County Detention Center) ²	1,010,100	Meal	\$ -	\$ -	\$ -
2	Adult Inmate Meals (Minimum Security) ²	69,125	Meal	\$ -	\$ -	\$ -
3	Special / Modified / Medical Diets served to Adult Inmates ³	1,643	Meal	\$ -	\$ -	\$ -
4	Juvenile Meals ²	76,736	Meal	\$ -	\$ -	\$ -
5	Special / Modified / Medical Diets served to Juveniles ³	1,312	Meal	\$ -	\$ -	\$ -
6	JJAEP Sack Lunches	2,854	Meal	\$ -	\$ -	\$ -
7	Court Holding Sack Lunches	2,430	Meal	\$ -	\$ -	\$ -
8	State cost for Special Function Meals ⁴	1	Meal	\$ -	\$ -	\$ -
9	State cost per snack ⁵	77,000	Each	\$ -	\$ -	\$ -
10	State cost per Inmate Incentive Meal or Snack ⁶	1	Each	\$ -	\$ -	\$ -
11	Staff Member Meals ⁷	43,800	Meal			\$ -

¹ Annual Estimated Quantity.

² Includes religious diets (refer to §6.3) and seasonal variations due to holidays such as, but not limited to Thanksgiving and Christmas.

³ Includes but is not limited to diabetic, reduced sodium, renal, gluten free, pregnancy, double trays, finger foods, vegetarian and / or low sodiu

⁴ Refer to §6.20.3

⁵ Refer to §6.1, 6.3.5 and 6.4.10

⁶ Refer to §6.24

⁷ Includes all items listed in §6.20 – 6.23

RFP 2022-368 Inmate Food Service Management
Attachment B - Cost Proposal Form

In Meal Cost Non-
Member Meals
\$ -
Ext. Cost
\$ -
\$ -
\$ -
\$ -
\$ -
\$ -
\$ -
\$ -
\$ -
\$ -
\$ -

.m.



Collin County Purchasing

2022-368 Addendum 3

Inmate Food Service Management

Issue Date: 12/6/2022

Questions Deadline: 1/26/2023 05:00 PM (CT)

Response Deadline: 2/23/2023 02:00 PM (CT)

Collin County Purchasing

Contact Information

Contact: Hunter Alley, CPPB Senior Buyer

Address: Purchasing

Admin. Building

Ste. 3160

2300 Bloomdale Rd.

Ste. 3160

McKinney, TX 75071

Phone: (972) 548-4117

Fax: (972) 548-4694

Email: halley@co.collin.tx.us

Event Information

Number: 2022-368 Addendum 3
Title: Inmate Food Service Management
Type: Request for Proposal - HT/INS
Issue Date: 12/6/2022
Question Deadline: 1/26/2023 05:00 PM (CT)
Response Deadline: 2/23/2023 02:00 PM (CT)
Notes: The purpose of this Request for Proposal (RFP) is to solicit proposals from qualified vendors to provide Food Service Management Services for the Collin County Adult Detention Facilities, and Juvenile Detention Center. Food Service Management includes, but is not limited to, the furnishing of all required labor, food, beverages, materials, and supplies necessary to provide food services for the Jail and Juvenile Detention Center facilities. Collin County reserves the right to award the RFP as it is determined to be in the best interest of the County.

Ship To Information

Address: See Purchase Order
McKinney, TX 75071

Billing Information

Address: Auditor
Admin. Building
Ste. 3100
2300 Bloomdale Rd.
Ste. 3100
McKinney, TX 75071

Bid Activities

Pre-Proposal Conference & Sitewalk

1/3/2023 3:00:00 PM (CT)

Pre-Proposal Conference: A pre-proposal conference and sitewalk will be conducted by Collin County on January 3, 2023 at 3:00 p.m. and January 5, 2023 at 9:00 a.m. in the Detention Training Room located at 4300 Community Avenue, McKinney, Texas 75071. The group will visit each site (refer to §5.10) to view existing conditions at each location. This is to provide an opportunity for all interested companies to ask questions, receive clarification and additional documentation providing statistical information, and to tour the facilities All Vendors desiring to submit a proposal are highly encouraged to have a representative at the site visit.

Pre-Proposal Conference & Sitewalk

1/5/2023 9:00:00 AM (CT)

Pre-Proposal Conference: A pre-proposal conference and sitewalk will be conducted by Collin County on January 3, 2023 at 3:00 p.m. and January 5, 2023 at 9:00 a.m. in the Detention Training Room located at 4300 Community Avenue, McKinney, Texas 75071. The group will visit each site (refer to §5.10) to view existing conditions at each location. This is to provide an opportunity for all interested companies to ask questions, receive clarification and additional documentation providing statistical information, and to tour the facilities All Vendors desiring to submit a proposal are highly encouraged to have a representative at the site visit.

Bid Attachments

2022-368_LEGAL_NOTICE_CO APP.pdf

[Download](#)

Legal Notice

General_Instructions_Proposals_07.18.2022.docx

[View Online](#)

1.0 General Instructions RFP

Terms_of_Contract_Proposals_-_2.10.21.docx

2.0 Terms of Contract - Proposals

[View Online](#)

Insurance_updated_10-25-2022.doc

3.0 Minimum Insurance Requirements

[View Online](#)

Food_Spec_CB appr. FINAL.docx

4.0 Special Conditions & Specifications

[View Online](#)

Exhibit A_CURRENT EQUIPMENT LIST.pdf

Exhibit A: Current Equipment List

[View Online](#)

Exhibit B_JUVENILE DETENTION MENU.pdf

Exhibit B: Juvenile Detention Menu (week 1 & 2)

[View Online](#)

Exhibit C_CCADF MENU.pdf

Exhibit C: CCADF Menu (week 1 & 2)

[View Online](#)

Exhibit D Juvenile Detention Meals week 1-2 w. spec. meals.pdf

Exhibit D: Juvenile Detention Meals Week 1 & 2; Includes special, modified, medical, and religious diets

[View Online](#)

Exhibit E CCADF Menus weeks 1-2 incl special diets.pdf

Exhibit E: CCADF Meals Week 1 & 2; Includes special, modified, medical, and religious diets

[View Online](#)

Exhibit F_Nutrient Analysis Collin Juvenile 2022.pdf

Exhibit F: Juvenile Detention - Nutritional Analysis for weeks 1 & 2

[View Online](#)

Exhibit G_CCADF Nutrient Analysis Collin 2022.pdf

Exhibit G: CCADF - Nutritional Analysis for weeks 1 & 2

[View Online](#)

Exhibit H_Sample Jail Inventory.pdf

Exhibit H: Sample Jail Kitchen Inventory & Inventory Cost

[View Online](#)

2022-368_Information_Regarding_Conflict_of_Interest_Questionnaire.docx

Information Regarding Conflict of Interest Questionnaire

[View Online](#)

CIQ_113015.pdf

Conflict of Interest Questionnaire

[View Online](#)

W-9 rev 2018.pdf

W-9 Form

[View Online](#)

2022-368 Addendum No. 1.docx

Addendum No. 1

[View Online](#)

Food_Spec_CB appr. FINAL ADD 1 01.09.23.docx

4.0 Special Conditions & Specifications - Addendum No. 1

[View Online](#)

Exhibit A w. dates pdf.pdf

Exhibit A: Current Equipment List - Addendum No. 1

[View Online](#)

ATTACHMENT A - CURRENT STAFFING DINING ROOM MENU.pdf

ATTACHMENT A: CURRENT STAFFING DINING ROOM MENU

[View Online](#)

2022-368 PRE-PROPOSAL CONFERENCE & SITE WALK ATTENDANCE RECORD 01.03.23.pdf

PRE-PROPOSAL CONFERENCE & SITE WALK ATTENDANCE RECORD [01/03/2023 AT 3:00 PM]

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2022-368 PRE-PROPOSAL CONFERENCE & SITE WALK ATTENDANCE RECORD 01.05.23.pdf

PRE-PROPOSAL CONFERENCE & SITE WALK ATTENDANCE RECORD [01/05/2023 AT 9:00 AM]

[View Online](#)

2022-368 Addendum No. 2.docx

[View Online](#)

Addendum No. 2

2022-368 Addendum No. 3.docx

[View Online](#)

Addendum No. 3

Food_Spec_CB appr. FINAL ADD 3.docx

[View Online](#)

4.0 Special Conditions & Specifications - Addendum No. 3

Attachment B Cost Proposal Sheet.xlsx

[View Online](#)

Attachment B: Cost Proposal Sheet

Requested Attachments

Conflict of Interest Questionnaire

W-9

(Attachment required)

Proposal

(Attachment required)

Complete and Submit your pricing on Attachment B: “Cost Proposal Sheet”.

(Attachment required)

Bid Attributes

1	<p>eBid Notice</p> <p>Collin County exclusively uses IonWave Technologies, Inc. (Collin County eBid) for the notification and dissemination of all solicitations. The receipt of solicitations through any other means may result in your receipt of incomplete specifications and/or addendums which could ultimately render your bid/proposal non-compliant. Collin County accepts no responsibility for the receipt and/or notification of solicitations through any other means. Please initial.</p> <hr/> <hr/> <hr/> <p><i>(Required: Maximum 1000 characters allowed)</i></p>
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2	<p>Contact Information</p> <p>List the contact name, email address and phone number of the main person(s) Collin County should contact in reference to this solicitation. Contact(s) shall be duly authorized by the company, corporation, firm, partnership or individual to respond to any questions, clarification, and or offers in response to this solicitation.</p> <hr/> <hr/> <hr/> <hr/> <hr/> <p><i>(Required: Maximum 4000 characters allowed)</i></p>
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3 Delivery
Delivery will be F.O.B. inside delivery at Collin County designated locations and all transportation charges are to be paid by the supplier to destination. Please state delivery in calendar days from date of order.

(Required: Maximum 1000 characters allowed)

4 Exceptions (for RFP/RFQ)
Do you take exception to the specifications? If so, by separate attachment, please state your exceptions.
 Yes No
(Required: Check only one)

5 Insurance Acknowledgement
I understand that the insurance requirements of this solicitation are required and are included in the submitted pricing. A certificate of insurance shall be submitted to the Purchasing department if I am awarded all or a portion of the resulting contract. Please initial.

(Required: Maximum 1000 characters allowed)

6 Bonding Requirement Acknowledgement
I understand that the bonding requirements of this solicitation are required and are included in the submitted pricing. A bond certificate (payment, performance, and/or maintenance) as stated in the specification document shall be submitted to the Purchasing department if I am awarded all or a portion of the resulting contract. Please initial.

(Required: Maximum 1000 characters allowed)

7 Subcontractors
State the business name of all subcontractors and the type of work they will be performing under this contract. If you are fully qualified to self-perform the entire contract, please respond with "Not Applicable-Self Perform".

(Required: Maximum 4000 characters allowed)

8 Reference No. 1

List a company or governmental agency, other than Collin County, where these same/like products/services, as stated herein, have been provided. Texas references are preferred. Include the following: Company/Entity, Contact, Address, City/State/Zip, Phone, and E-Mail. It is the responsibility of the Bidder/Proposer to ensure submitted references will be responsive to the County's requests. The County reserves the right to contact references other than those listed, and to consider any information acquired from all references during the evaluation process.

(Required: Maximum 4000 characters allowed)

9 Reference No. 2

List a company or governmental agency, other than Collin County, where these same/like products/services, as stated herein, have been provided. Texas references are preferred. Include the following: Company/Entity, Contact, Address, City/State/Zip, Phone, and E-Mail. It is the responsibility of the Bidder/Proposer to ensure submitted references will be responsive to the County's requests. The County reserves the right to contact references other than those listed, and to consider any information acquired from all references during the evaluation process.

(Required: Maximum 4000 characters allowed)

10 Reference No. 3

List a company or governmental agency, other than Collin County, where these same/like products/services, as stated herein, have been provided. Texas references are preferred. Include the following: Company/Entity, Contact, Address, City/State/Zip, Phone, and E-Mail. It is the responsibility of the Bidder/Proposer to ensure submitted references will be responsive to the County's requests. The County reserves the right to contact references other than those listed, and to consider any information acquired from all references during the evaluation process.

(Required: Maximum 4000 characters allowed)

1
1 **Cooperative Contracts**

As permitted under Title 8, Chapter 271, Subchapter F, Section 271.101 and 271.102 V.T.C.A. and Title 7, Chapter 791, Subchapter C, Section 791.025, V.T.C.A., other local governmental entities may wish to also participate under the same terms and conditions contained in this contract. Each entity wishing to participate must enter into an inter-local agreement with Collin County and have prior authorization from vendor. If such participation is authorized, all purchase orders will be issued directly from and shipped directly to the local governmental entity requiring supplies/services. Collin County shall not be held responsible for any orders placed, deliveries made or payment for supplies/services ordered by these entities. Each entity reserves the right to determine their participation in this contract. Would bidder be willing to allow other local governmental entities to participate in this contract, if awarded, under the same terms and conditions?

Yes No

(Required: Check only one)

1
2 **Preferential Treatment**

The County of Collin, as a governmental agency of the State of Texas, may not award a contract to a nonresident bidder unless the nonresident's bid is lower than the lowest bid submitted by a responsible Texas resident bidder by the same amount that a Texas resident bidder would be required to underbid a nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located (Government Code, Title 10, V.T.C.A., Chapter 2252, Subchapter A).

1. Is your principal place of business in the State of Texas?
2. If your principal place of business is not in Texas, in which State is your principal place of business?
3. If your principal place of business is not in Texas, does your state favor resident bidders (bidders in your state) by some dollar increment or percentage?
4. If your state favors resident bidders, state by what dollar amount or percentage.

(Required: Maximum 4000 characters allowed)

1
3 **Debarment Certification**

I certify that neither my company nor an owner or principal of my company has been debarred, suspended or otherwise made ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension," as described in the Federal Register and Rules and Regulations. Please initial.

(Required: Maximum 1000 characters allowed)

1
4 **Immigration and Reform Act**

I declare and affirm that my company is in compliance with the Immigration and Reform Act of 1986 and all employees are legally eligible to work in the United States of America. I further understand and acknowledge that any non-compliance with the Immigration and Reform Act of 1986 at any time during the term of this contract will render the contract voidable by Collin County. Please initial.

(Required: Maximum 1000 characters allowed)

15 Disclosure of Certain Relationships

Chapter 176 of the Texas Local Government Code requires that any vendor considering doing business with a local government entity disclose the vendor's affiliation or business relationship that might cause a conflict of interest with a local government entity. Subchapter 6 of the code requires a vendor to file a conflict of interest questionnaire (CIQ) if a conflict exists. By law this questionnaire must be filed with the records administrator of Collin County no later than the 7th business day after the date the vendor becomes aware of an event that requires the statement to be filed. A vendor commits an offense if the vendor knowingly violates the code. An offense under this section is a misdemeanor. By submitting a response to this request, the vendor represents that it is in compliance with the requirements of Chapter 176 of the Texas Local Government Code. Please send completed forms to the Collin County County Clerk's Office located at 2300 Bloomdale Rd., Suite 2104, McKinney, TX 75071. Please initial.

(Required: Maximum 1000 characters allowed)

16 Anti-Collusion Statement

Bidder certifies that its Bid/Proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Bid/Proposal for the same materials, services, supplies, or equipment and is in all respects fair and without collusion or fraud. No premiums, rebates or gratuities permitted; either with, prior to, or after any delivery of material or provision of services. Any such violation may result in Agreement cancellation, return of materials or discontinuation of services and the possible removal from bidders list. Please initial.

(Required: Maximum 1000 characters allowed)

17 Disclosure of Interested Parties

Section 2252.908 of the Texas Government Code requires a business entity entering into certain contracts with a governmental entity to file with the governmental entity a disclosure of interested parties at the time the business entity submits the signed contract to the governmental entity. Section 2252.908 requires the disclosure form (Form 1295) to be signed by the authorized agent of the contracting business entity, acknowledging that the disclosure is made under oath and under penalty of perjury. Section 2252.908 applies only to a contract that requires an action or vote by the governing body of the governmental entity before the contract may be signed or has a value of at least \$1 million. Section 2252.908 provides definitions of certain terms occurring in the section. Section 2252.908 applies only to a contract entered into on or after January 1, 2016. Please initial.

(Required: Maximum 1000 characters allowed)

18 Notification Survey

In order to better serve our offerors, the Collin County Purchasing Department is conducting the following survey. We appreciate your time and effort expended to submit your bid. Should you have any questions or require more information please call (972) 548-4165. How did you receive notice of this request?

Plano Star Courier Plan Room Collin County eBid Notification Collin County Website

Other

(Required: Check only one)

1
9 **Proposer Acknowledgement**

Proposer acknowledges, understands the specifications, any and all addenda, and agrees to the proposal terms and conditions and can provide the minimum requirements stated herein. Offeror acknowledges they have read the document in its entirety, visited the site, performed investigations and verifications as deemed necessary, is familiar with local conditions under which work is to be performed and will be responsible for any and all errors in Proposal submittal resulting from Proposer's failure to do so. Proposer acknowledges the prices submitted in this Proposal have been carefully reviewed and are submitted as correct and final. If Proposal is accepted, vendor further certifies and agrees to furnish any and all products/services upon which prices are extended at the price submitted, and upon conditions in the specifications of the Request for Proposal. Please initial.

(Required: Maximum 1000 characters allowed)

2
0 **Critical Infrastructure Affirmation**

Pursuant to section 2274.0102 of the Texas Government Code, Respondent certifies that neither it nor its parent company, nor any affiliate of Respondent or its parent company, is: (1) majority owned or controlled by citizens or governmental entities of China, Iran, North Korea, Russia, or any other country designated by the Governor under Government Code Section 2274.0103, or (2) headquartered in any of those countries. Please initial.

(Required: Maximum 1000 characters allowed)

2
1 **Energy Company Boycotts**

Pursuant to Section 2274.002 of the Texas Government Code, should the contract have a value of \$100,000 or more and the company employs 10 or more full-time employees, Respondent represents and warrants that: (1) it does not, and will not for the duration of the contract, boycott energy companies, and (2) will not boycott energy companies during the term of the contract. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Agency. Please initial.

(Required: Maximum 1000 characters allowed)

2
2 **Firearm Entities and Trade Associations Discrimination**

Pursuant to section 2274.002 of the Texas Government Code, should the contract have a value of \$100,000 or more and the company employs 10 or more full-time employees, Respondent verifies that: (1) it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Agency. Please initial.

(Required: Maximum 1000 characters allowed)

2
3 **Addendum No. 1**

Please initial to verify your receipt of the addendum.

(Required: Maximum 1000 characters allowed)

2 4	<p>Addendum No. 2</p> <p>Please initial to verify your receipt of the addendum.</p> <hr/> <hr/> <hr/> <p><i>(Required: Maximum 1000 characters allowed)</i></p>
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2 5	<p>Addendum No. 3</p> <p>Please initial to verify your receipt of the addendum.</p> <hr/> <hr/> <hr/> <p><i>(Required: Maximum 1000 characters allowed)</i></p>
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Bid Lines

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2	<i>Line deleted as part of an Addendum</i>
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3	<i>Line deleted as part of an Addendum</i>
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1 1	<i>Line deleted as part of an Addendum</i>
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1 2	<p>Complete and Submit your pricing on Attachment B: "Cost Proposal Sheet".</p> <p>Supplier Notes: _____</p> <p>_____</p>	<input type="checkbox"/> Additional notes <i>(Attach separate sheet)</i>
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Supplier Information

Company Name: _____

Contact Name: _____

Address: _____

Phone: _____

Fax: _____

Email: _____

Supplier Notes

The undersigned hereby certifies the foregoing proposal submitted by the company listed below hereinafter called "offeror" is the duly authorized agent of said company and the person signing said proposal has been duly authorized to execute same. Offeror affirms that they are duly authorized to execute this contract; this company; corporation, firm, partnership or individual has not prepared this proposal in collusion with any other offeror or other person or persons engaged in the same line of business; and that the contents of this proposal as to prices, terms and conditions of said proposal 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 proposal.

Print Name

Signature