



**INVITATION TO BID NO. 20-BID-006**  
**Wise County, Texas**

**BID TITLE:** *Purchase Inmate Meals*

**SEALED BIDS WILL BE RECEIVED UNTIL:** *10:00 a.m. central time, Thursday, August 8, 2019*

**RETURN BIDS TO:**

*Wise County Asset Control Office  
400 W Walnut, Decatur, or  
P.O. Box 952, Decatur, TX 76234*

*All bids must be submitted in a sealed envelope on the enclosed bid form and received on or before the time specified above. The bid envelope must have a return address in the upper left hand corner and the bid name and number in the lower left hand corner.*

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**SCOPE**

Wise County is now accepting formal sealed bids for a contract for the purchase of inmate meals for the Wise County Jail inmates.

This contract will be effective from October 1, 2019 through September 30, 2020.

The contract will include 4 additional 1-year extensions to be exercised at the discretion of Commissioners' Court each budget year.

This contract may be canceled with 30 days written notification by either party to the other.

**SPECIFICATIONS**

It is the intent of these specifications to describe food suitable for feeding inmates in the County Jail.

Any catalog, brand name, or manufacturer's reference used in describing an item is merely descriptive and not restrictive unless otherwise noted, and is used only to indicate type and quality of material. Bidders must state exactly what they intend to furnish. If bidder takes no exception to specifications or reference data, he will be required to furnish items as specified in the bid.

**2 copies must be provided. NO 3 RING BINDERS**

The vendor must deliver three MEALS IN BULK PER DAY, SEVEN DAYS A WEEK. Breakfast and lunch meals will be delivered by 4:30 a.m. and the evening meal will be delivered hot by 3:30 p.m. every day. No more than twelve consecutive hours can pass between the dinner and breakfast meal.

Vendor must deliver visibly pleasing meals in bulk with the appropriate temperature for serving of at least 140 degrees for hot food and 45 degrees for cold food.

Vendor must provide, at no additional cost to the County, religious and medical diets as specified by the County.

A meal schedule must be agreed on between the vendor and the Sheriff's Office representative.

All menus and special diets must meet the standards for adult holding and detention facilities as established by the American Correctional Association.

The vendor must have on staff or be contracted with a licensed dietitian for menu planning and be prepared to respond to all grievances from inmates and/or the Texas Jail Commission.

Bidder must attach to this bid a proposed four-week menu complete with nutritional analysis.

All menus must be approved by the vendor's licensed dietitian prior to serving.

All employees and representatives delivering or preparing food must be experienced and have proof of State required food service industry medical and training certifications.

Vendor cannot assign, sublet, or transfer this contract for service to any other vendor.

All meals served must be in compliance with the 1989 Recommended Daily Allowance standard for adult males as established by the National Academy of Sciences and must provide an average of 2700 calories and all required nutrients per day.

The rights of the County inmates for basic health and nutritional standards must not be compromised in any way.

The bidder must have kitchen facilities capable of producing minimum food service required to serve an institution of like size.

The cost of the service and "as served" portion sizes of each menu must be calculated together. Noncompliance with this requirement will invalidate the bid.

Responsible representatives and contact phone and fax numbers must be made available to the Wise County Jail Administration and other County offices associated with food quality, service, contracts, billing, payment for services, etc.

The successful bidder must maintain standards established by Wise County, the ACA, and State and Federal Correction Food Service.

Bidders must give an expected start-up date of service to begin from the date the Court awards the bid, execution of any necessary contracts and proof of insurance has been provided.

The successful bidder must have three years prior experience in correctional food service in the state of Texas.

Bidders must include a list of three current references with contact names, address, and phone number from correctional facilities, preferably of a size comparable to Wise County.

A company history, number of employees, facility locations, name, and telephone numbers of each facility contact person must be included.

Bidders must submit a current financial statement of the company.

The Court may request additional information or an oral presentation to support the bid submitted at no additional cost to the County.

A brochure or briefly written food service plan detailing objectives, company policies, procedures, and annual evaluation of compliance with state laws must be submitted with this bid.

All food must be delivered to the jail.

Delivery Location: Wise County Jail  
200 Rook Ramsey Dr  
Decatur, TX 76234  
Contact: Rick Denney at 940-627-5971

Weekly certified statements must be submitted to the Wise County Jail Administrator. Statements should reflect the prior weeks food service with the exact number of meals served as follows:

1. Actual number of regular meals
2. Actual number of medical meals served
3. Actual number of staff meals served
4. Additional service authorized by the Jail Administrator only.

Monthly billings from the successful bidder will be paid after the Jail Administrator has approved the billings and the Commissioner's Court has given approval for payment at the regular scheduled Commissioner's Court meeting each month.

On site employees of vendor must be acceptable to Wise County and subject to background investigation and subjected searches while on site. Vendor's employees must make themselves familiar with jail rules and Texas Jail Commission policies that apply to all visitors and volunteers within the secured area of the jail. Policies will be provided by the Jail Administrator.

The successful vendor must guarantee delivery of all products requested regardless of seasonal availability or other issues.

The successful vendor must offer a refund or exchange for food delivered damaged and/or spoiled

### **ESTIMATED QUANTITIES**

Because Wise County's jail population is very cyclical in nature, it is not feasible to offer prospective bidders actual quantities needed during the life of the contract. Wise County reserves the right to change quantities of food service on an as needed basis and/or to not order any or all meals at its pleasure.

## INSURANCE

Bidders are required, at their own expense, to secure and furnish to Wise County, a Certificate of Insurance to cover public liability, property damage, medical, and vendor owned vehicle.

Wise County should be fully insured against liability imposed by law, or assumed under this agreement for injury to or death of any person, or loss of or damage to property arising directly for services to be performed by vendor hereunder with limits of not less than \$500,000.00 per any single occurrence, \$1,000.00 per employee medical, \$50,000.00 per fire damage limit and State limits on all vehicles.

## GENERAL CONTRACT TERMS AND CONDITIONS

The contract price for this service must include all ancillary costs associated with the service.

The bidder reserves the right to charge any price desired as long as it does not exceed the bid price.

All invoices will be paid on a net 30 basis. No late fees or interest charges are to be assessed against the county.

**Invoices must show the address and department where the service was required and the bid number.**

**Each department/precinct must be invoiced separately.**

Invoices must be sent to:

Wise County Auditor's Office  
P.O. Box 899  
Decatur, TX 76234  
940-627-5744

Funds for payment on this contract have been provided through the Wise County budget approved by Commissioners' Court for this fiscal year only. State of Texas statutes prohibit the obligations and expenditure of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated orders or other obligations that may arise past the end of the current Wise County fiscal year shall be subject to budget approval. The fiscal year for the County extends from October 1<sup>st</sup> of each calendar year to September 30<sup>th</sup> of the next calendar year.

The bidder must provide pricing (unit or lump sum) as requested on the bid form. Prices quoted shall remain firm for the period of the contract and shall include the cost of installation if required in the specifications, shipping, and delivery of item to the designated point unless pickup is required and stated in the bid and shall not include Federal or State of Texas sales, excise and use taxes.

The undersigned affirms they have familiarized themselves with the local conditions under which the work is to be performed and have satisfied themselves of matters that may be incidental to the work before submitting a bid.

Bidders must submit their bids on the attached forms and they must be originally signed.

Bids not submitted on these forms will be summarily disqualified. **NO 3 RING BINDERS**

**Faxed or emailed bids will not be accepted.**

By submitting and signing the attached bid forms, each bidder is indicating that he has read and understood the instructions, terms, conditions, specifications, and invitation to bid and agrees to comply with and be bound by its precepts. Submission of a bid form shall constitute an offer on such terms that shall remain open and irrevocable until such time as a bid submitted on same has been accepted by the Commissioners' Court of Wise County, Texas. Acceptance of same by the Court shall create a contract between the parties based upon the instructions, terms, conditions, specifications, invitation to bid, and the bid forms. Any additional terms and conditions submitted by bidders will be considered invalid. Only terms and conditions listed in the Wise County bid documents apply unless a separate mutually negotiated contract is requested in the bid.

**Award notice will include information on form 1295 disclosure that must be completed and returned prior to any bid award being considered final, contract being signed by Wise County, any Purchase Order being issued by Wise County, or any notice to proceed with work being issued by Wise County. Wise County cannot advise on the form 1295. As this is a new law and form, if you have questions, the Texas Ethics Commission implemented the law and generated the form so we would suggest calling them at 512-463-5800 or <https://www.ethics.state.tx.us>.**

**By signing this document, your company will be providing the written verification if required by Texas Government Code Section 2270.002 that the company (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.**

Continuing non-performance of the vendor in terms of specifications shall be basis for termination of the contract by Wise County. Wise County shall not pay for work, equipment, or supplies that are unsatisfactory. Vendors will be given a reasonable opportunity before termination to correct the deficiencies. However, this shall in no way be construed as negating the basis for non-performance termination.

A Conflict of Interest Questionnaire and explanation has been included with this bid packet. If you have any questions about compliance, please consult your own legal counsel. Compliance is the individual responsibility of each individual, business, or agent who is subject to the laws filing requirements. If you are required to file a Conflict of Interest Questionnaire, the original signed questionnaire should be filed with the County Clerk's Office. **DO NOT INCLUDE THIS FORM WITH THE BID PACKET. IT WILL NOT BE FILED BY ASSET CONTROL.**

Wise County Clerk  
P.O. Box 359  
200 N Trinity  
Decatur, TX 76234  
940-627-3351

The bid analysis will include compliance to bid specifications, past performance with vendor, warranty, delivery time, and the overall cost to Wise County. Wise County reserves the right to consider deviations from these specifications. All bids meeting the intent of this invitation to bid will be considered for award. Bidders taking exception to the specifications, or offering substitutions, shall state these

exceptions in the section provided or by attachment as part of the bid. The absence of such a list shall indicate that the bidder has not taken exceptions and shall hold the bidder responsible to perform in strict accordance with the specifications of the invitation. Wise County Commissioners' Court reserves the right to accept any and all or none of the exception(s)/substitution(s) deemed to be in the best interest of the County.

Award, if any, will be made to the responsible bidder(s) submitting the lowest and/or best bid price(s) for the item(s) as specified and meeting all the requirements of the invitation to bid. All information required by the bid form must be furnished. To be determined will not be considered an answer. It should be understood by all bidders that Wise County reserves the right to reject bid submissions that do not meet the requirements of the invitation to bid and that do not contain all of the documentation detailed below.

1. Bid form completed in its entirety and originally signed
2. Affidavit

Wise County reserves the right to accept and/or reject any and all bids or proposals for any reason whatsoever.

Wise County reserves the right to waive any minor technicalities.

All submittals become the property of Wise County.

### **ADDITIONAL NOTICE TO BIDDERS**

BY RESOLUTION PASSED ON FEBRUARY 23, 2004, THE WISE COUNTY COMMISSIONERS' COURT RESERVES THE RIGHT TO REFUSE TO CONSIDER ANY BID SUBMITTED BY ANY PERSON OR ENTITY THAT IS CURRENTLY INDEBTED TO WISE COUNTY.

### **APPLICABLE DATES AND TIMES**

The bids will be received in the Wise County Asset Control Office at 400 W Walnut in Decatur, Texas, until 10:00 a.m. central time, Thursday, August 8, 2019.

The Wise County Asset Control Office will date and time receive stamp all bids upon their receipt.

The County assumes no responsibility for the timely delivery of any bid by anyone or any entity.

Those bids that come in after the above mentioned time will be summarily disqualified and will be left unopened unless it is necessary to open the bid envelope to return a bid bond or check.

No modifications may be made to bids after the time set for the bid opening. Bids may be withdrawn up to, but not after, the time set for bid opening.

The bids will be opened and publicly read in the County Asset Control Office at 10:00 a.m. central time, Thursday, August 8, 2019.

Bids will be considered for award in Wise County Commissioners' Court at the next regularly scheduled Commissioners' Court at the location posted on the agenda. All bidders are encouraged to be present at the bid opening and the bid awarding to defend and answer questions about their bid.

If due to inclement weather or any reason beyond our control the Asset Control Office is closed on the scheduled bid opening date or time, the bid opening date and time will be the same time on the first day the office is reopened for business. Should this be after the original Commissioners' Court date set for award, the award will be considered in the next scheduled Commissioners' Court after the opening.

Any explanation desired by a bidder regarding the meaning or interpretation of the invitation for bids, drawings, specifications, etc., must be requested in writing and with sufficient time allowed for a reply to reach bidders before the submission of their bids. Any interpretation made will be in the form of an addendum of the invitation for bids, drawings, specifications, etc., and will be furnished to all prospective bidders. Receipt of all addenda must be acknowledged by the bidder by signing and returning the addenda with the bid. All addenda will be bound with and made a part of the contract documents. Oral explanations or instructions given before the award of the contract will not be binding. Written requests shall be emailed to: Diana Allen at [Diana.allen@co.wise.tx.us](mailto:Diana.allen@co.wise.tx.us).

### **TITLE**

The bid must be submitted in a sealed envelope with the following written on the outside lower left-hand corner of the envelope

**“PURCHASE INMATE MEALS, BID NO. 20-BID-006”**

The bid envelope must also have the bidder's complete return address in the upper left-hand corner of the outside of the envelope.

**WISE COUNTY, TEXAS  
PURCHASE INMATE MEALS  
BID NO. 20-BID-006**

Bidder's Name: Five Star Correctional Services, Inc.

Address: 4928 Beeman Ave

Mailing Address: Po Box 27006, Dallas, Texas 75227

City/State/Zip: Dallas, Texas 75223

Phone Number: ( ) 214-821-9000 Fax Number: ( ) 214-821-8310

Person to Contact: Bob Austin CEO

Email: info@fivestarcorrectional.com

Price per meal each \$ 1.682 (Option 1) and \$1.590 (Option 2) - Please refer to section 15 for details.

This form must be completed and returned with the following bid information requested.

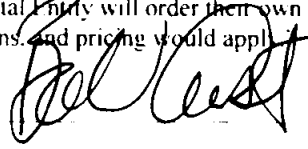
1. Proof of Insurance
2. References
3. Company History
4. Food Service Plan
5. Certified copy of operating license and medical certification where applicable
6. Procedures for dealing with inmate-staff complaints
7. Specifications adhered to for preparation of all food
8. Four-week menu

**Price must include any and all charges. Any extraneous fees or charges that will or may be invoiced to the County must be disclosed on this form. This includes, but is not limited to freight, fuel or travel surcharges, overtime rate, etc.**

Should other Governmental Entities located within Wise County decide to participate in this contract, would you, the Vendor, agree that all terms, conditions, specifications, and pricing would apply?

Yes  No

If you, the Bidder, checked yes, the following will apply:  
"Governmental Entity's located within Wise County utilizing Inter-Governmental Contracts with Wise County will be eligible, but not obligated, to purchase materials/services under the contract(s) awarded as a result of this solicitation. All purchases by Governmental Entity's other than Wise County will be billed directly to that Governmental Entity and paid by that Governmental Entity. Wise County will not be responsible for another Governmental Entity's debts. Each Governmental Entity will order their own material/services as needed. The Vendor agrees that all terms, conditions, specifications, and pricing would apply."

Signature: 

Typed Name and Title: Bob Austin CEO

Date: 7/31/19



**Bid: Purchase Inmate Meals, 20-BID-006**

**STATE OF TEXAS** (

**COUNTY OF WISE** Dallas(

**AFFIDAVIT**

**BEFORE ME**, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Bob Austin known to me to be the person whose name is subscribed to the following, who, after having first duly sworn, upon oath, did depose and say:

That the foregoing bid submitted by Five Star Correctional Services, Inc. hereinafter called "Bidder" is the duly authorized agent of said company and that the person signing said bid has been duly authorized to execute the same. Bidder affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other Bidder. The contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this bid.

I am the affiant in the above-mentioned bid. I have personal knowledge of the facts contained in the foregoing statement and they are true and correct to the best of my knowledge and belief.

**FURTHER AFFIANT SAYETH NAUGHT.**

**Name and Address of Bidder:**

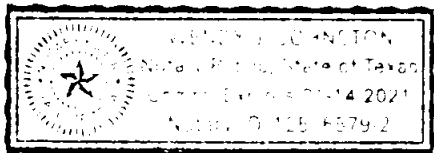
**Bidder:** Five Star Correctional Services, Inc.  
**Signed by:** Bob Austin, CEO  
**Address:** 4928 Beeman Ave, Dallas, Texas 75223  
**Telephone:** 214-821-9000

**Date:** [Signature]

**Affiant**

**Name:** Bob Austin

**Title:** CEO



**SWORN TO AND SUBSCRIBED BEFORE ME THIS** 31<sup>st</sup> day of July 2019

[Signature]  
**Notary Public in and for the State of Texas**

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

## OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:  
2019-528413

Date Filed:  
08/13/2019

Date Acknowledged:  
8-20-19

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

Five Star Correctional Services, Inc.  
Dallas, TX United States

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**

Wise County

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**

20-BID-006  
Jail Food Service

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.




**6 UNSWORN DECLARATION**

My name is Traci Parsley, and my date of birth is 1/24/1970

My address is 2609 Stillwater Dr. Mesquite Tx 75181  
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Dallas County, State of Texas, on the 13 day of August, 2019.  
(month) (year)

  
\_\_\_\_\_  
Signature of authorized agent of contracting business entity  
(Declarant)