



INVITATION TO BID NO. 09-566-021
Wise County, Texas

BID TITLE: *Purchase Jail Food and/or Commissary Service*

SEALED BIDS WILL BE RECEIVED UNTIL: *10:00 a.m. central time, Thursday, August 7, 2008*

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.

SCOPE

Wise County is now accepting formal sealed bids for a contract for the purchase of jail food and/or commissary service for the Wise County Jail inmates. Vendors may bid on either or both items. Award may be made to one vendor as a whole for both services or to separate vendors for each service.

This contract will be effective from October 1, 2008 through September 30, 2009.

The contract will include 5 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 and Commissary Service for inmates.

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.

SPECIFICATIONS FOR JAIL FOOD

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.

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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.

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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: Ken Steel at 940-627-5975

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.

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 1st of each calendar year to September 30th of the next calendar year.

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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

SPECIFICATIONS FOR JAIL INMATE COMMISSARY

The successful bidder must provide, purchase, and be responsible for all the inventory of the items mutually agreed upon between the County and the bidder.

The successful bidder must provide all necessary insurance and licenses.

The successful bidder must have a proven history in providing commissary services to County jails and provide proof of corporate and financial liability through references, corporate rating services, and financial accountability.

The successful bidder must provide evidence of a drug free work environment.

The successful bidder must package each order individually and ship, at no cost to the County, for delivery or offer onsite cart service.

Vendor must furnish to Wise County one computer, software, hardware, including printer and scanner, a designated phone line, programming capable of interfacing with the Wise County Sheriff's Office detention program. Must timely address computer problems when reported. Contact Randy Joy at 940-626-2277 email joyr@sheriff.co.wise.tx.us for technical information.

The successful bidder must provide a complete inmate trust fund accounting software package.

The successful bidder must provide continuing support for the systems throughout the length of the contract period, including enhancements, at no additional cost to the County.

All bidders must describe their software program and make certain that it includes at least the following components.

The software package must allow the County to add funds to the ITF, withdraw funds in the form of a check, close the ITF and generate a detailed statement, deduct commissary and other charges in a live environment, process credits and change inmate locations.

The software package must assign a permanent and unique identification number (book-in number) for each inmate's ITF, thereby allowing his ITF to be reopened.

The software package must allow the County to specify inmate information to control items purchased from the commissary through the computer system such as medical restrictions, gender control, age restrictions, disciplinary controls, etc.

The software package must provide at least three levels of security that should include control and tracking of transactions by individuals.

All software updates must be provided free of charge to the County throughout the length of the contract.

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All the following reports must be furnished to the County:

1. Output of pick slips by location or by individual
2. Remote site orders and credits
3. Daily summary of sales by product on a single date
4. Period summary of sales by product from a date through a date
5. Cash balance report
6. Sales restrictions by indigence, gender, age, medical, and disciplinary groupings
7. Account balances report
8. Indigence report
9. History of an order for an account from a date through a date
10. Bail, fees, and other extra moneys
11. Locations above or below entered balances
12. All checkbook features-write, add, edit, void, print, deposit, and balance
13. Inactive accounts since a criterion date
14. Moved inmate list
15. Notes
16. Operators listed by name and account number

The successful bidder must provide a complete audit trail on all transactions.

The successful bidder must provide a method of handling back orders and restocking items that have been ordered for an inmate who has been released.

The successful bidder must provide two detailed weekly invoices for all products sold to each inmate.

In addition, the system must have verification that it meets generally accepted accounting principles so as to protect the County and the Sheriff's Office in case of suit brought by an inmate with regard to the handling of his personal funds.

The successful bidder and personnel from the Sheriff's Office will mutually agree upon the items to be carried in the commissary.

The successful bidder and personnel from the Sheriff's Office will periodically meet to discuss additions or deletions to the menu.

The successful bidder must keep the County apprised of new products' availability and the status of the current movement of inventory by item.

The successful bidder must, after the initial startup period, have at least a 98% order completion percentage, meaning no back orders.

The successful bidder must inform the County and get its approval for any substitution of product already agreed upon prior to its shipment to the County.

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The successful bidder must carry products in the following categories:

1. Stationary and supplies
2. Candy, cookies, crackers, chips, and snacks
3. County approved personal hygiene items
4. Beverages (coffee, tea, cold drinks)
5. Clothing

The County reserves the right to determine the final retail selling price of all products to the inmates.

The successful bidder must ship all individual orders in clear plastic bags with two copies of that order's receipt on NCR type paper sealed within the bag or offer onsite cart service.

Delivery schedules must be adjusted to accommodate the holiday periods observed by the County.

The cost of delivery must be completely borne by the successful bidder.

The successful bidder must deliver the products on the day of or following the placement of the orders.

Delivery and Billing Address:

Wise County Jail
Debra (DeDe) Taylor
200 Rook Ramsey Dr.
Decatur, TX 76234

The billings from the successful bidder must clearly delineate each type of product purchased during that period, along with the units purchased, and the unit price.

All products must be delivered to the jail.

All products must include required sales tax.

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

The successful vendor must offer refund or exchange of product for all damaged and/or spoiled products.

Vendor agrees to promptly address inmate grievances regarding their services.

Vendor will not sell outdated commissary products. Vendor will not sell any items deemed by the Jail Administration or Sheriff as a threat to security and safety of the facility.

Prices should not be exorbitant as compared to other similar companies or convenience stores.

Any deviations from above must be stated in writing in the bid.

All items below are applicable to both Jail Food and Commissary.

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.

While the included bid form is representative of the total needs of the County Jail, 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: (only pertains to Jail Food not Commissary)

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 1st of each calendar year to September 30th of the next calendar year.

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The bidder must provide unit prices and if a conflict between the unit price and total price exist, the unit price shall govern. Unit prices quoted shall remain firm for the period of the contract and shall include the cost of installation, 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.

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 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.

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.

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

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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 for jail food and submitting the highest and/or best commission prices for commissary. 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.

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 7, 2008.

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 7, 2008.

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Bids will be considered for award in Wise County Commissioners' Court located on the 3rd floor of the Wise County Courthouse in Decatur, Texas Monday, August 11, 2008, beginning at 9:00 a.m. central time. 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.

For questions regarding this bid, please contact the Asset Control Office at 940-627-3312.

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 JAIL FOOD AND/OR COMMISSARY, BID NO. 09-566-021 "

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 JAIL FOOD AND/OR COMMISSARY
BID NO. 09-566-021

Bidder's Name: Mid-America Services, Inc.

Address: 4928 Beeman Ave.

Mailing Address: Same

City/State/Zip: Dallas, Texas 75223

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

Person to Contact: Ron Stevens

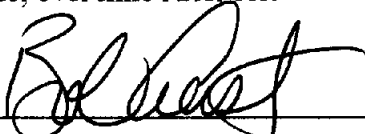
Price per meal each \$ 1.42

Commission rate for commissary 32 % of gross sales

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-Jail Food Only
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-Jail Food Only
8. Four-week menu-Jail Food Only
9. Commissary product list-Commissary Only

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.

Signature: 

Typed Name and Title: Robert W. Austin, President, CEO

Date: _____

Bid: Purchase Jail Food and/or Commissary, 09-566-021

STATE OF TEXAS (

Dallas
COUNTY OF ~~WISE~~ (

AFFIDAVIT

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Robert W. 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:

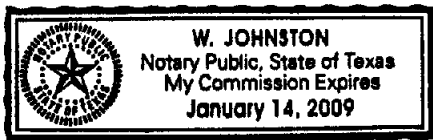
That the foregoing bid submitted by Mid-America Services, Inc. hereinafter called "Bidder" is the duly authorized agent of said company and that the person signing said bid has been duly authorized to execute the same. Bidder affirms that they are duly authorized to execute this contract, that this company, 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: Mid-America Services, Inc.
Signed by: [Signature]
Address: 4928 Beeman Ave., Dallas, Texas, 75223
Telephone: 214-821-9000 Date: July 31, 2008



Affiant
Name: Robert W. Austin
Title: President, CEO

SWORN TO AND SUBSCRIBED BEFORE ME THIS 31st day of July, 2008.

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