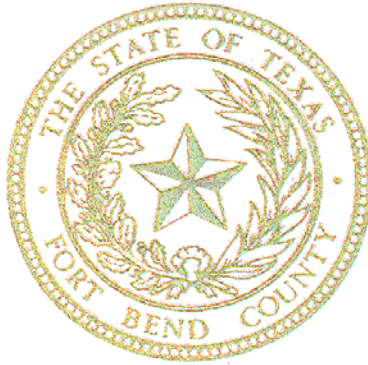


**Fort Bend County, Texas
Request For Quote**



*Food for Jail and Juvenile
RFQ #2011-06*

SUBMIT QUOTES TO:

Fort Bend County Purchasing Department
Cheryl Krejci, CPPB
krejcche@co.fort-bend.tx.us

SUBMIT NO LATER THAN:

Wednesday, September 15, 2010
10:00 AM (Central)

**TO INCLUDE WITH RFQ RETURN
BY EMAIL:**

1. Vendor Information page (page 2)
2. Excel pricing forms by email
3. Any required insurance

***ALL RFQs MUST BE RECEIVED IN COUNTY PURCHASING OFFICE
BEFORE RECEIVING DATE AND TIME SPECIFIED.
RFQs RECEIVED WILL THEN BE OPENED AND EVALUATED.***

Results will not be given by phone.
Results will be provided to vendors in writing.

Fort Bend County is always conscious and extremely appreciative of your effort in the preparation of this RFQ. Requests for information must be in writing and directed to:
Cheryl Krejci, CPPB
Senior Buyer
krejcche@co.fort-bend.tx.us or
Fax:281-341-8645

VENDOR INFORMATION

Legal Name of Contracting Company

Federal ID Number (Company or Corporation) or Social Security Number (Individual)

Telephone Number

Facsimile Number

Complete Mailing Address (for Correspondence)

City, State and Zip Code

Complete Remittance Address (if different from above)

City, State and Zip Code

Authorized Representative and Title (printed)

Authorized Representative's Email Address

Signature of Authorized Representative

1.0 GENERAL REQUIREMENTS:

- 1.1 Read this entire document carefully. Follow all instructions. You are responsible for fulfilling all requirements and specifications. Be sure you understand them.
- 1.2 General Requirements apply to all advertised RFQs, however, these may be superseded, whole or in part, by the scope, special requirements, specifications, special specifications or other data contained herein.
- 1.3 Governing Law: Vendor is advised that these requirements shall be fully governed by the laws of the State of Texas and that Fort Bend County may request and rely on advice, decisions and opinions of the Attorney General of Texas and the County Attorney concerning any portion of these requirements.
- 1.4 RFQ Returns: Food Quotes must be returned by email to the appropriate Buyer no later than 10:00 A.M. on the date specified.
- 1.5 Governing Forms: In the event of any conflict between the terms and provisions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, Fort Bend County's interpretation shall govern.
- 1.6 Addendums: When specifications are revised, the Fort Bend County Purchasing Department will issue an addendum addressing the nature of the change. Vendors must sign and include it in the returned RFQ package.
- 1.7 Hold Harmless Agreement: Contractor shall indemnify and hold Fort Bend County harmless from all claims for personal injury, death and/or property damage arising from any cause whatsoever, resulting directly or indirectly from contractor's performance. Contractor shall procure and maintain, with respect to the subject matter of this RFQ, appropriate insurance coverage including, as a minimum, public liability and property damage with adequate limits to cover contractor's liability as may arise directly or indirectly from work performed under terms of this RFQ. Certification of such coverage must be provided to the County upon request.
- 1.8 Waiver of Subrogation: Vendor and Vendor's insurance carrier waive any and all rights whatsoever with regard to subrogation against Fort Bend County as an indirect party to any suit arising out of personal or property damages resulting from vendor's performance under this agreement.

- 1.9 Severability: If any section, subsection, paragraph, sentence, clause, phrase or word of these requirements or the specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these requirements and the specifications as though the invalid portion had been omitted.
- 1.10 Bonds: If this RFQ requires submission of RFQ guarantee and performance bond, there will be a separate page explaining those requirements. RFQs submitted without the required RFQ bond or cashier's checks are not acceptable.
- 1.11 Taxes: Fort Bend County is exempt from all federal excise, state and local taxes unless otherwise stated in this document. Fort Bend County claims exemption from all sales and/or use taxes under Chapter 20, Title 122a, Vernon's Texas Civil Statutes, as amended. Texas Limited Sales Tax Exemption Certificates will be furnished upon written request to the Fort Bend County Purchasing Department.
- 1.12 Fiscal Funding: A multi-year lease or lease/purchase arrangement (if requested by the specifications), or any contract continuing as a result of an extension option, must include fiscal funding out. If, for any reason, funds are not appropriated to continue the lease or contract, said lease or contract shall become null and void. After expiration of the lease, leased equipment shall be removed by the vendor from the using department without penalty of any kind or form to Fort Bend County. All charges and physical activity related to delivery, installation, removal and redelivery shall be the responsibility of the vendor.
- 1.13 Pricing: Prices for all goods and/or services shall be firm for the duration of this contract and shall be stated on the RFQ sheet. Prices shall be all inclusive. No price changes, additions, or subsequent qualifications will be honored during the course of the contract. All prices must be written in ink or typewritten. Pricing on all transportation, freight, and other charges are to be prepaid by the contractor and included in the RFQ prices. If there are any additional charges of any kind, other than those mentioned above, specified or unspecified, vendor MUST indicate the items required and attendant costs or forfeit the right to payment for such items.
- 1.14 Silence of Specifications: The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of specifications shall be made on the basis of this statement. The items furnished under this contract shall be new, unused of the latest product in production to commercial trade and shall be of the highest quality as to materials used and workmanship. Manufacturer furnishing these items shall be experienced in design and construction of such items and shall be an established supplier of the item RFQ.

- 1.15 Supplemental Materials: Vendors are responsible for including all pertinent product data in the returned RFQ package. Literature, brochures, data sheets, specification information, completed forms requested as part of the RFQ package and any other facts which may affect the evaluation and subsequent contract award should be included. Materials such as legal documents and contractual agreements, which the vendor wishes to include as a condition of the RFQ, must also be in the returned RFQ package. Failure to include all necessary and proper supplemental materials may be cause to reject the entire RFQ.
- 1.16 Material Safety Data Sheets: Under the "Hazardous Communication Act", commonly known as the "Texas Right To Know Act", a vendor must provide to County and using departments, with each delivery, material safety data sheets, which are, applicable to hazardous substances defined in the Act. Vendors are obligated to maintain a current, updated file in the Fort Bend County Purchasing Department. Failure of the vendor to maintain such a file will be cause to reject any RFQ applying thereto.
- 1.17 Name Brands: Specifications may reference name brands and model numbers. It is not the intent of Fort Bend County to restrict these RFQs in such cases, but to establish a desired quality level of merchandise or to meet a pre-established standard due to like existing items. Vendors may offer items of equal stature and the burden of proof of such stature rests with them. Fort Bend County shall act as sole judge in determining equality and acceptability of products offered.
- 1.18 Color Selection: Determination of colors of materials is a right reserved by the using department unless otherwise specified in the RFQ. Unspecified colors shall be quoted as standard colors, not colors, which require up charges or special handling. Unspecified fabrics or vinyl should be construed as medium grade. If vendor fails to get color/material approvals prior to delivery of merchandise, the using department may refuse to accept the items and demand correct shipment without penalty, subject to other legal remedies.
- 1.19 Evaluation: Evaluation shall be used as a determinant as to which RFQ items or services are the most efficient and/or most economical for the County. It shall be based on all factors, which have a bearing on price and performance of the items in the user environment. All RFQs are subject to tabulation by the Fort Bend County Purchasing Department and recommendation to Fort Bend County Commissioners Court. Compliance with all RFQ requirements, delivery and needs of the using department are considerations in evaluating RFQs. Pricing is NOT the only criteria for making a recommendation. The Fort Bend County Purchasing Department reserves the right to contact any vendor, at any time, to clarify, verify or request information with regard to any RFQ.

- 1.20 Inspections: Fort Bend County reserves the right to inspect any item(s) or service location for compliance with specifications and requirements and needs of the using department. If a vendor cannot furnish a sample of a RFQ item, where applicable, for review, or fails to satisfactorily show an ability to perform, the County can reject the RFQ as inadequate.
- 1.21 Testing: Fort Bend County reserves the right to test equipment, supplies, material and goods RFQ for quality, compliance with specifications and ability to meet the needs of the user. Demonstration units must be available for review. Should the goods or services fail to meet requirements and/or be unavailable for evaluation, the RFQ is subject to rejection.
- 1.22 Disqualification of vendor: Upon signing this RFQ document, a vendor offering to sell supplies, materials, services, or equipment to Fort Bend County certifies that the vendor has not violated the antitrust laws of this state codified in section 15.01, et seq., Business & Commerce Code, or the federal antitrust laws, and has not communicated directly or indirectly the RFQ made to any competitor or any other person engaged in such line of business. Any or all RFQs may be rejected if the County believes that collusion exists among the vendors. RFQs in which the prices are obviously unbalanced may be rejected. If multiple RFQs are submitted by a vendor and after the RFQs are opened, one of the RFQs is withdrawn, the result will be that all of the RFQs submitted by that vendor will be withdrawn; however, nothing herein prohibits a vendor from submitting multiple RFQs for different products or services.
- 1.23 Awards: Fort Bend County reserves the right to award this contract on the basis of lowest and best RFQ in accordance with the laws of the State of Texas, to waive any formality or irregularity, to make awards to more than one vendor, to reject any or all RFQs. In the event the lowest dollar vendor meeting specifications is not awarded a contract, the vendor may appear before the Commissioners Court and present evidence concerning his responsibility.
- 1.24 Assignment: The successful vendor may not assign, sell or otherwise transfer this contract without written permission of Fort Bend County Commissioners Court.
- 1.25 Term Contracts: If the contract is intended to cover a specific time period, said time will be given in the specifications under scope.
- 1.26 Maintenance: Maintenance required for equipment RFQ should be available in Fort Bend County by a manufacturer authorized maintenance facility. Costs for this service shall be shown on the RFQ sheet as requested or on a separate sheet, as required. If Fort Bend County opts to include maintenance, it shall be so stated in the purchase order and said cost will be included. Service will commence only upon expiration of applicable warranties and should be priced accordingly.

- 1.27 Contract Obligation: Fort Bend County Commissioners Court must award the contract and the County Judge or other person authorized by the Fort Bend County Commissioners Court must sign the contract before it becomes binding on Fort Bend County or the vendors. Department heads are not authorized to sign agreements for Fort Bend County. Binding agreements shall remain in effect until all products and/or services covered by this purchase have been satisfactorily delivered and accepted.
- 1.28 Title Transfer: Title and Risk of Loss of goods shall not pass to Fort Bend County until Fort Bend County actually receives and takes possession of the goods at the point or points of delivery. Receiving times may vary with the using department. Generally, deliveries may be made between 8:30 a.m. and 4:00 p.m., Monday through Friday. Vendors are advised to consult the using department for instructions. The place of delivery shall be shown under the "Special Requirement" section of this RFQ document and/or on the Purchase Order as a "Ship To:" address.
- 1.29 Purchase Order and Delivery: The successful vendor shall not deliver products or provide services without a Fort Bend County Purchase Order, signed by an authorized agent of the Fort Bend County Purchasing Department. The fastest, most reasonable delivery time shall be indicated by the vendor in the proper place on the RFQ sheet. Any special information concerning delivery should also be included, on a separate sheet, if necessary. All items shall be shipped F.O.B. inside delivery unless otherwise stated in the specifications. This shall be understood to include bringing merchandise to the appropriate room or place designated by the using department. Every tender or delivery of goods must fully comply with all provisions of these requirements and the specifications including time, delivery and quality. Nonconformance shall constitute a breach, which must be rectified prior to expiration of the time for performance. Failure to rectify within the performance period will be considered cause to reject future deliveries and cancellation of the contract by Fort Bend County without prejudice to other remedies provided by law. Where delivery times are critical, Fort Bend County reserves the right to award accordingly.
- 1.30 Contract Extension: Extensions may be made only by written agreement between Fort Bend County and the vendor. Any price escalations are limited to those stated by the vendor in the original RFQ.

- 1.31 Termination: Fort Bend County reserves the right to terminate the contract for default if Seller breaches any of the terms therein, including warranties of vendor or if the vendor becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies, which Fort Bend County may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all services required to Fort Bend County's satisfaction and/or to meet all other obligations and requirements. Contracts may be terminated without cause upon thirty (30) days written notice to either party unless otherwise specified.
- 1.32 Recycled Materials: Fort Bend County encourages the use of products made of recycled materials and shall give preference in purchasing to products made of recycled materials if the products meet applicable specifications as to quantity and quality. Fort Bend County will be the sole judge in determining product preference application.
- 1.33 Escalation Clause: Successful vendor may apply for a price increase to the Fort Bend County Commissioners Court. Price increase will be the amount increased to the vendor from his supplier. Written documentation of the increase must be provided to the Purchasing Agent. No application for a price increase may be submitted within the first 30 days of this contract. Increases of more than 25% of the original RFQ price will not be considered.

2.0 TERMS AND CONDITIONS:

- 2.1 Seller to Package Goods: Seller will package goods in accordance with good commercial practice. Each delivery container shall be clearly and permanently marked as follows (a) Seller's name and address; (b) Consignee's name, address and purchase order number and the RFQ number if applicable; (c) Container number and total number of containers (e.g. box 1 of 4 boxes); and (d) the number of the container bearing the packing slip. Seller shall bear cost of packaging unless otherwise provided. Goods shall be suitably packed to secure lowest transportation costs and to conform to requirements of common carriers and any applicable specifications. Fort Bend County's count or weight shall be final and conclusive on shipments not accompanied by packing list.
- 2.2 Shipment Under Reservation Prohibited: Seller is not authorized to ship goods under reservation and no tender of a bill of lading will operate as a tender of goods.
- 2.3 Title and Risk of Loss: The title and risk of loss of the goods shall not pass to the County until a County employee actually receives and takes possession of the goods at the point or points of delivery.

- 2.4 Delivery Terms: F.O.B. Destination Freight Prepaid, Inside Delivery, unless delivery terms are specified otherwise on Purchase Order.
- 2.5 No Replacement of Defective Tender: Every tender or delivery of goods must fully comply with all provisions of the Purchase Order as to time of delivery, quality and the like. If a tender is made which does not fully conform, this shall constitute a breach and Seller shall not have the right to substitute a conforming tender.
- 2.6 Place of Delivery: The place of delivery shall be that set forth in the block of the purchase order entitled "Ship To". Any change thereto shall be effective by modification as provided for in Clause number 2.20 "Modifications", hereof. The terms of this agreement are "no arrival, no sale", at the discretion of Fort Bend County.
- 2.7 Invoices and Payments:
 - 2.7.1 Seller shall submit separate invoices, in duplicate. Invoices shall indicate the purchase order number and the RFQ number if applicable. Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading, and the freight waybill when applicable should be attached to the invoice.
 - 2.7.2 Fort Bend County's obligation is payable only and solely from funds available for the purpose of this purchase. Lack of funds shall render the order null and void to the extent funds are not available and any delivered but unpaid goods will be returned to Seller by the county.
 - 2.7.3 Do not include Federal Excise, State, or City Sales Tax. Fort Bend County is a tax exempt governmental entity.
- 2.8 Gratuities: Fort Bend County may, by written notice to the Seller, cancel any order without liability, if it is determined by the County that gratuities, in the form of entertainment, gifts, or otherwise were offered or given by the Seller, or any agent or representative of the Seller to any officer or employee of Fort Bend County with a view toward securing an order. In the event an order is canceled by the County pursuant to this provision, the County shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Seller in providing such gratuities.
- 2.9 Special Tools and Test Equipment: If the price stated on the face of an order includes the cost of any special tooling or special test equipment fabricated or required by Seller for the purpose of filing this order, such special tooling equipment and any process sheets related thereto shall become the property of the County and to the extent feasible shall be identified by the Seller as such.

2.10 Warranty/Price:

2.10.1 The price to be paid by the County shall be that contained in Seller's quote or RFQ which Seller warrants to be no higher than Seller's current prices on orders by others for products of the kind and specification covered by an order for similar quantities under similar or like conditions and methods of purchase. In the event Seller breaches this warranty the prices of the items shall be reduced to the Seller's current prices on orders by others. Fort Bend County may cancel this contract without liability.

2.10.2 The Seller warrants that no person or selling agency has been employed or retained to solicit or secure any County order based upon any agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Seller for the purpose of securing business. A breach or violation of this warranty gives the County the right, in addition to any other right or rights, to cancel this contract without liability.

2.11 Warranty Product: Seller shall not limit or exclude any implied warranties and any attempt to do so shall render an order voidable at the option of the County. Seller warrants that the goods furnished will conform to the specifications, drawings, and description listed in the RFQ invitation and purchase order as applicable, and to the sample(s) furnished by Seller if any. In the event of a conflict between the specifications, drawings, and descriptions, the specifications shall govern.

2.12 Safety Warranty: Seller warrants that the product sold to Fort Bend County shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event the product does not conform to OSHA standards, the County may return the product for correction or replacement at the Seller's expense. In the event Seller fails to make the appropriate correction within 10 days, correction made by the County will be at Seller's expense.

- 2.13 No Warranty by Fort Bend County Against Infringements: As part of a contract for sale Seller agrees to ascertain whether goods manufactured in accordance with the specifications will give rise to the rightful claim of any third person by way of infringement. Fort Bend County makes no warranty that the production of goods according to the specification will not give rise to such a claim and in no event shall Fort Bend County be liable to Seller for indemnification in the event the Seller is sued on the grounds of infringement or the like. If Seller is of the opinion that an infringement will result, he will notify Fort Bend County to this effect in writing within two days after the receiving Purchase Order. If the County does not receive notice and is subsequently held liable for the infringement, Seller will defend and save the County harmless. If Seller in good faith ascertains that production of the goods in accordance with the specifications will result in infringement, this contract shall be null and void except that the County will pay Seller the reasonable cost of his search as to infringements.
- 2.14 Right of Inspection: The County shall have the right to inspect the goods at delivery before accepting them.
- 2.15 Cancellation: Fort Bend County shall have the right to cancel for default all or any part of the undelivered portion of an order if Seller breaches any of the terms hereof including warranties of Seller, or if the Seller becomes insolvent or files for protection under the bankruptcy laws. Such rights of cancellation are in addition to and not in lieu of any other remedies, which Fort Bend County may have in law or equity.
- 2.16 Termination: The performance of work under a Purchase Order may be terminated in whole or in part by the County in accordance with this provision. Termination of work there under shall be effected by the delivery to the Seller of a "Notice of Termination" specifying the extent to which performance of work under the order is terminated and the date upon which such termination becomes effective. Such right of termination is in addition to and not in lieu of rights of Fort Bend County set forth in Clause 15 herein.

- 2.17 Force Majeure: Force Majeure means a delay encountered by a party in the performance of its obligations under this Agreement, which is caused by an event beyond the reasonable control of that party. Without limiting the generality of the foregoing, "Force Majeure" shall include but not be restricted to the following types of events: acts of God or public enemy; acts of governmental or regulatory authorities; fires, floods, epidemics or serious accidents; unusually severe weather conditions; strikes, lockouts, or other labor disputes; and defaults by subcontractors. In the event of a Force Majeure, the affected party shall not be deemed to have violated its obligations under this Agreement, and the time for performance of any obligations of that party shall be extended by a period of time necessary to overcome the effects of the Force Majeure, provided that the foregoing shall not prevent this Agreement from terminating in accordance with the termination provisions. If any event constituting a Force Majeure occurs, the affected party shall notify the other parties in writing, within twenty-four (24) hours, and disclose the estimated length of delay, and cause of the delay.
- 2.18 Assignment-Delegation: No right or interest in an order shall be assigned or delegation of any obligation made by Seller without the written permission of Fort Bend County. Any attempted assignment or delegation by Seller shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.
- 2.19 Waiver: No claim or right arising out of a breach of any contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waived or renunciation is supported by consideration and is in writing signed by the aggrieved party.
- 2.20 Modification: A Purchase Order can be modified or rescinded only by a writing signed by both of the parties or their duly authorized agents.
- 2.21 Parol Evidence: This writing is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of this agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any terms rendered under this agreement and shall not be relevant to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in this agreement, the definition contained in the Code is to control.
- 2.22 Applicable Law: This agreement shall be governed by the Uniform Commercial Code. Whenever the term "Uniform Commercial Code" is used it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas and in effective on the date of the purchase order.

- 2.23 Advertising: Seller shall not advertise or publish, without the County's prior consent the fact that Fort Bend County has entered into any contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state, or local government.
- 2.24 Right to Assurance: Whenever the County in good faith has reason to question the other party's intent to perform. The County may demand that the other party give written assurance of his intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the County may treat this failure as an anticipatory repudiation of the contract.
- 2.25 Venue: Both parties agree that venue for any litigation arising from this contract shall lie in Richmond, Fort Bend County, Texas.
- 2.26 Prohibition Against Personal Interest in Contracts: No officer or employee of the County shall have a financial interest, direct or indirect, in any contract with the County, or shall be financially interested, directly or indirectly, in the sale to the County of any land, materials, supplies, or service, except on behalf of the County as an officer or employee. Any willful violation of this section shall constitute malfeasance in office, and any officer or employee guilty thereof shall be subject to disciplinary action under applicable laws, statutes and codes of the State of Texas. Any violation of this section, with the knowledge, expressed or implied of the person or corporation contracting with the County shall render the contract involved voidable by the County Commissioners Court.

3.0 SCOPE:

It is the intent of Fort Bend County to purchase grocery items from one (1) or more vendors for the Fort Bend County Jail and Juvenile Detention Facilities as specified herein.

4.0 PERIOD OF CONTRACT:

This contract is for the period **1 October 2010** through **31 December 2010**. This contract may be terminated by either party for any reason by giving thirty (30) days written notice of the intent to terminate.

5.0 SPECIAL REQUIREMENTS:

- 5.1 All items must meet the minimum specifications shown and priced accordingly. Failure to supply bid items will be cause for rejection upon delivery to Fort Bend County. All items must meet USDA standards. Items found to be unsuitable for consumption will be returned to and replaced by the contractor. Cancellation will be exercised for continued failure of contractor to meet all contract requirements.

- 5.2 Due to State and local requirements regarding care of inmates "comparable substitutions" will not be accepted unless they are known to be of the same or higher level as specified and priced on the bid sheet. Glass containers are unacceptable. Variations to the size of container/product specified may be accepted.
- 5.3 Pricing shall be provided on the attached forms only. Vendor must complete extended price calculations and totals for each item. Bidder shall indicate changes or other conditions which might effect quality, price or delivery. Bidders must quote items which are of the brand to be furnished and said brand name must appear on the bid sheets with the appropriate size of packaging. Do not offer items frequently out of stock. A sample of any item may be requested by the County as part of the evaluation process. Any product determined to be unacceptable will be disqualified.
- 5.4 The County will pay current market price for non-contract items requested by the Fort Bend County. Unauthorized substitutions by the vendor will not be paid.
- 5.5 Bidders will be required to meet all specifications stated herein whether general or by line item. Vendors are urged to bid those products they intend to supply and not those frequently out of stock or which will require product substitutions.
- 5.6 Fort Bend County reserves the right to "spot" purchase those items that are offered by vendors as specials without jeopardizing this contract.

6.0 DELIVERY:

- 6.1 Deliveries for the County Jail, 1410 Williams Way, Richmond, Texas and Juvenile Detention, 122 Golfview Drive, Richmond, Texas must be made F.O.B. from truck to dock on Monday through Friday each week from 7:00 AM to 10:30 AM or 1:00 PM to 4:00 PM. Orders placed by 3:00 PM on Monday must be delivered on Tuesday and orders placed on Wednesday by 3:00 PM must be delivered on Friday. Items are to be palletized and shrink wrapped. Vendor is responsible for delivering food to dock. Fort Bend County employees and/or inmates are not authorized to leave dock.
- 6.2 All orders must be filled without shortages, substitutions or deletions. The County Jail feeds approximately 1000 inmates three times per day or 1,095,000 plus meals per year. The Juvenile Detention facility feeds approximately 70 juveniles three times per day or 76,650 plus meals per year. Failure to deliver complete orders on a timely basis could create health and legal problems of far reaching proportions. **No minimum orders, by quantity or dollar amount.**

7.0 ESCALATION CLAUSE:

Successful bidder may apply for a price increase to the Fort Bend County Purchasing Agent. Price increase may only be the amount increased to the vendor from his supplier, written documentation of the increase must be provided. NO application for a price increase may be submitted within the first thirty (30) days of this contract. Increases of more than 25% of the original quoted price will not be considered.

8.0 QUOTE AWARD:

Bidders may bid on only those items they distribute. Bidder can bid on individual items in the sections without changing the estimated monthly usage or units. Pricing must be returned as stated in the original document. The contract will be awarded to the low bidder per item.

9.0 CONTACT PERSON:

Contact person for this contract is Cheryl Krejci, CPPB, Senior Buyer, at (281) 341-3759 or krejcche@co.fort-bend.tx.us.

10.0 SPECIFICATIONS:

- 10.1 Canned fruits, juices and vegetables must be free of preservatives. Where applicable, the dietetic items requested for this contract shall also be free of salt and sugar. Artificial sweeteners used in any products must be currently approved for use by the Federal Food and Drug Administration.
- 10.2 Packaging must be in accordance with good commercial practice. All cases, individual containers and container contents shall be in good condition when delivered with a remaining shelf life of six (6) months from delivery date. Items must be delivered on shrink-wrapped pallets. Rusted and/or badly dented containers will not be acceptable. Labeling of all containers shall comply with Federal Food, Drug and Cosmetic Acts and any related legislation as applicable. Rubber stamp or typewriter labels are unacceptable. Labels must be on the sides of the containers and not on top unless the container is flat. If the specifications require a grade of "fancy", then this and only this grade is to be supplied regardless of the brand to be furnished.
- 10.3 Vegetable products shall be processed from sound, firm, first quality vegetables and in accordance with the standards of best commercial practice. Trimmed product shall be practically free from decay spots, sunburn, freezing damage, insect injury or any other physical damage. If specifications require "fancy" grade, then "fancy" shall be the only grade accepted. Dehydrated products shall have typical texture and flavor of the raw vegetable, and the color shall be characteristic of the applicable vegetable. All items containing meat and meat products shall have a seal on the label of the can showing the product has been inspected and passed by the U.S. Department of Agriculture. All canned seafood contents must be in accordance with Federal requirements for the packaging and consumption of such product.

- 10.4 Shortening shall be hydrogenated vegetable or a hydrogenated mixture of two or more such oils with a smoke point of not less than 400 degrees Fahrenheit. The finished product shall not contain more than 0.08% free fatty acid.
- 10.5 Spices and seasonings, in addition to meeting Federal regulations, shall be packaged in new metal cans or plastic containers, whichever is least expensive. Bidder must show the net weight per container if other than those specified.
- 10.6 Cereals shall be packaged for domestic shipment and storage. Individual packages shall be of cardboard; cellophane tops and bottoms are not acceptable, except with respect to the institutional packaging described in the bid.
- 10.7 Ready-to-eat cereals shall be as specified. Package sizes to be manufacturer's standard but not less than the specified minimum.
- 10.8 Crackers shall be furnished in accordance with the following: Graham cracker ingredients to be enriched wheat, flour, sugar, shortening, graham flour, salt, leavening, flavoring and other ingredients associated with product. Carton to be treated for moisture resistance and sealed or have a sealed waxed paper outer wrapper.
- 10.9 Soda, salted cracker ingredients to include shortening, salt, flour, and leavening. Carton to be treated and wrapped same as above. When these are furnished in bulk the ingredients shall be the same. Carton shall be manufacturer's standard commercial type and shall be lined with waxed paper or plastic film and sealed. Liner to be re-sealable and weight per carton specified on the bid.
- 10.10 Gelatin powder concentrate, per 24 oz., to contain gelatin maximum of 50% citric acid, sodium citrate, U.S. certified food color, flavoring and sugar. Instructions must be shown on the label. Each package to make two (2) gallons of finished product with minimum bloom of 250, and furnished in moisture proof packages or cans.
- 10.11 Instant pudding to be of the type using whole or nonfat dry milk and packaged in moisture proof packages or cans.
- 10.12 Seasonal foods shall be furnished as long as they are available. If the item is not available for some other reason, supplier must notify users as soon as possible. If users elect to substitute an item not already on contract, Purchasing must issue a Change of Contract or a separate purchase order before the item may be delivered to any user.

Individual specifications are shown on the bid sheets. Pricing shall match the unit of measure given in the unit column.

11.0 PRICING:

See attached Excel document.