



## THE COUNTY OF GALVESTON

**RUFUS G. CROWDER, CPPO CPPB**  
PURCHASING AGENT

**COUNTY COURTHOUSE**  
722 Moody (21<sup>st</sup> Street)  
Fifth (5<sup>th</sup>) Floor, Purchasing  
GALVESTON, TEXAS 77550  
(409) 770-5371

**ERIN S. QUIROGA, MBA, CPPB**  
ASST. PURCHASING AGENT

May 21, 2025

Honorable County Judge  
And Commissioners' Court  
County Courthouse  
Galveston, Texas

**Re: RFP #B242008, Food Service for Disaster Recovery**  
**Contract #CM24183**

Gentlemen,

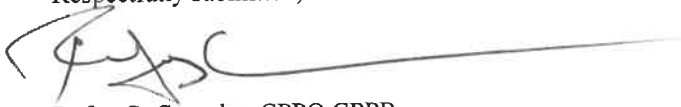
The contract associated with RFP #B242008, Food Service for Disaster Recovery, is scheduled for its first extension on August 5, 2025. The contracted vendor for this service is SLSCO, Ltd.

No amendments to the contract have been requested at this time.

It is requested that the extension be authorized.

Your consideration in this matter will be greatly appreciated.

Respectfully submitted,



Rufus G. Crowder, CPPO CPPB  
Purchasing Agent  
County of Galveston

**Dickey, Tammy**

---

**From:** Burness, Brad  
**Sent:** Tuesday, May 20, 2025 1:38 PM  
**To:** Fleming, Melissa  
**Cc:** Ryholt, Jesse  
**Subject:** RE: B242008 - Food Service for Disaster Recovery

Hi Melissa-

Yes, we would like to offer the second extension to SLSCO for the food services contract. Good copy on the Cotton Culinary contract as well.

Thank you,

Brad Burness  
EMC, GCOEM  
[www.gcoem.org](http://www.gcoem.org)



**From:** Fleming, Melissa <Melissa.Fleming@galvestoncountytexas.gov>  
**Sent:** Tuesday, May 20, 2025 1:36 PM  
**To:** Burness, Brad <Brad.Burness@galvestoncountytexas.gov>  
**Cc:** Ryholt, Jesse <Jesse.Ryholt@galvestoncountytexas.gov>  
**Subject:** B242008 - Food Service for Disaster Recovery

Hi Brad,

The Bid for B242008 - Food Service for Disaster Recovery is due for the first extension for SLSCO LTD. Would you like to offer the second extension?

Please note the contract for B242008 - Food Service for Disaster Recovery with Cotton Culinary Inc will not be due for the first extension until November 2024.

Sincerely,  
**Melissa Fleming**  
**Contract Administrator**  
Galveston County Purchasing Department  
Galveston County Courthouse  
722 21st. Street, 5th Floor  
Galveston, Texas 77550  
Office: (409) 770-5375  
Fax: (409) 765-3106  
e-mail: [melissa.fleming@galvestoncountytexas.gov](mailto:melissa.fleming@galvestoncountytexas.gov)



Principles and Practices of Public Procurement  
*Accountability, Ethics, Impartiality, Professionalism, Service, Transparency*



**THE COUNTY OF GALVESTON**

**RUFUS CROWDER, CPPO CPPB**  
PURCHASING AGENT

**ERIN QUIROGA, MBA, CPPB**  
ASSISTANT PURCHASING AGENT

COUNTY COURTHOUSE  
722 Moody (21<sup>st</sup> Street)  
Fifth (5<sup>th</sup>) Floor  
Galveston, Texas 77550  
(409) 770-5371

Friday, May 16, 2025

SLSCO LTD  
ATTN: SHERYL BLAIR  
13 EVIA MAIN  
GALVESTON, TX 77554

**RE: SOLICITATION NAME: Food Service for Disaster Recovery**  
**Contract # CM24183 / Bid # B242008**

Good day,

The resultant contract listed below is eligible for the first extension period and requires a response from your company to initiate the next contractual period.

- Contract Number: CM24183
- Bid Number: B242008
- Solicitation Name: Food Service for Disaster Recovery
- Extension Period: 08/05/2025 – 08/04/2026

This signed letter is required by the County to be completed and returned to the Galveston County Purchasing Agent prior to any contract extension request to be placed on the Commissioners' Court agenda for consideration. This contract extension is subject to these requirements.

Please contact the Purchasing Department with any questions regarding this matter including the proposed date that this item may be placed on the Commissioners' Court agenda. Your attendance is not required.

Sincerely,  
Melissa Fleming  
Contract Administrator  
Galveston County

ACCEPTED BY (signature)

Stan Ledbetter

Division President – Response

TITLE

DATE 5/19/2025

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**The Special Provisions and the General Provisions of this Request for Proposal and the Exhibits attached hereto are made a part of the agreement between the Parties. In the event of a conflict between the General Provisions and the Special Provisions, the terms of the Special Provisions shall control.**

**A. PURPOSE:**

It is the goal of this procurement effort to secure firm fixed-price contract(s) from a vendor or vendors whose proposal(s) meets or exceeds the material terms and conditions of this RFP. The Galveston County Commissioners' Court reserves the right to enter into an agreement with one or more vendors as a result of this solicitation effort.

The Galveston County Commissioners' Court recognizes the vulnerability of Galveston County citizens and their communities to damage, injury, and loss of life and property resulting from disasters. Such events require 24/7 responses from emergency first responders, government employees, various elected and appointed officials, state and local representatives, and other emergency management personnel. Providing meals to these individuals is vital and mandatory in order for them to carry out their duties to the public in an effective and efficient manner.

**B. DEFINITIONS (As mentioned in FAR Subpart 52.2—Text of Provisions and Clauses)**

**52.202-1 Definitions.**

**Definitions (Nov 2013)**

When a solicitation provision or contract clause uses a word or term that is defined in the Federal Acquisition Regulation (FAR), the word or term has the same meaning as the definition in FAR 2.101 in effect at the time the solicitation was issued, unless—

- (a) The solicitation, or amended solicitation, provides a different definition;
- (b) The contracting parties agree to a different definition;
- (c) The part, subpart, or section of the FAR where the provision or clause is prescribed provides a different meaning; or
- (d) The word or term is defined in FAR Part 31, for use in the cost principles and procedures.

**C. BID/PROPOSAL GUARANTEE:**

A bid bond is not a requirement of this solicitation request.

**D. PERFORMANCE AND PAYMENT BONDS:**

Performance and Payment Bonds are not a requirement of this solicitation request.

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**E. BEST AND FINAL OFFERS (BAFO):**

The Best and Final Offer process is applicable to this solicitation.

**F. PROCUREMENT TIMELINE:**

A timeline for this RFP and initial process is included below. Galveston County reserves the right to change these dates and will notify proposers of any changes via addendum:

|  |   |
|--|---|
| Advertise RFP (first date of publication)  | Wednesday, February 7, 2024               |
| Advertise RFP (second date of publication) | Wednesday, February 14, 2024              |
| Deadline for Questions & Inquiries         | Wednesday, February 21, 2024 by 5:00 p.m. |
| RFP Bid Opening                            | Friday, March 8, 2024 at 2:00 p.m.        |

Interested parties may attend the Friday, March 8, 2024, 2:00 P.M. bid opening virtually by using the following link:

<https://galvestoncountytexas.webex.com/galvestoncountytexas/j.php?MTID=m0f109901e7d6066a6caa2cb8413bbece>

Join by meeting number

Meeting number (access code): 2488 796 7256

Meeting password: B242008 (2242008 from video systems)

Tap to join from a mobile device (attendees only)

+1-415-655-0001,,24887967256## US Toll

Join by phone

+1-415-655-0001 US Toll

Global call-in numbers

Join from a video system or application

Dial 24887967256@galvestoncountytexas.webex.com

You can also dial 173.243.2.68 and enter your meeting number.

**G. SUBMISSION INSTRUCTIONS:**

One (1) unbound single-sided original and two (2) single-sided copies must be submitted no later than 2:00 P.M. CST, on Friday, March 8, 2024:

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**Rufus G. Crowder, CPPO CPPB  
Purchasing Agent  
County of Galveston  
722 Moody Avenue (21<sup>st</sup> Street), Fifth (5<sup>th</sup>) Floor  
Galveston, TX 77550**

The time stamp clock located in the Purchasing Agent's office shall serve as the official time keeping piece for this solicitation process. Any proposals received after 2:00 P.M. CST on the specified date will be returned unopened.

Proposal Specifications can be obtained at the office of the Galveston County Purchasing Agent, located in the Galveston County Courthouse, 722 Moody, (21<sup>st</sup> Street), Floor 5, Purchasing, Galveston, Texas 77550, or by visiting the Galveston County website @ <https://www.galvestoncountytexas.gov/county-offices/purchasing>

**H. PERSONNEL TO CONTACT REGARDING THIS SOLICITATION:**

Proposers desiring an explanation or interpretation relative to this solicitation must request it in writing. Oral explanations or instructions will not be binding. Any information given to a Proposer, which in the opinion of the County affects all responders or would be prejudicial to other proposers if not communicated, shall be furnished to all proposers as an addendum to the solicitation. Proposers **must** direct all inquiries to the following:

**Rufus G. Crowder, CPPO CPPB  
Purchasing Agent  
722 21<sup>st</sup> Street (Moody), 5<sup>th</sup> Floor  
Galveston, Texas 77550  
E-mail: [purchasing.bids@co.galveston.tx.us](mailto:purchasing.bids@co.galveston.tx.us)**

**Proposers must e-mail their inquiries** (with the subject line "Food Service for Disaster Recovery – RFP #B242008 – Questions") for additional information and/or clarification to the address listed above. The request must include the Proposer's name and the RFP number and title. ***Any request for additional information or clarification must be received in writing no later than ten (10) calendar days prior to the proposals due date.*** Late requests or those not delivered to the proper address may not receive a reply. Proposers shall not attempt to contact the County by any other means. The Purchasing Agent's Office shall post the answers to the County website from the procurement web page and via addendum.

The County will issue responses to inquiries and any other corrections or amendments, it deems necessary, in the form of a written addendum, issued prior to the Proposal Submission Date. The County, at its sole discretion, may not issue a response to a RFI submittal. Proposers should not rely on any oral or written representations, statements, or explanations, other than those made in this RFP or in any written addendum to this RFP. Where there appears to be conflict between the RFP and any issued addenda, the last addendum issued will prevail. Addenda will be posted and made available on the County's procurement web page. It is Proposer's sole responsibility to ensure receipt of all addenda prior to submitting its



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proposal. All Proposers should check the County's procurement web page for all addenda prior to submitting a response. The County's procurement web page is located at <http://www.galvestoncountytexas.gov/county-offices/purchasing>.

The Proposer must acknowledge the receipt of all addenda on the forms provided. In the event a Proposer fails to acknowledge receipt of such addenda, the County may, at its sole discretion, determine that such failure to acknowledge any or all addenda does not materially affect the Proposal and waive the acknowledgement of one or more addenda.

Proposers who submit inquiries *after* the deadline date for receipt of questions indicated on the Procurement Timeline, risk that its response in the procurement will not be responsive or competitive because the County is not able to respond before the proposal receipt date or in sufficient time for the Proposer to prepare a responsive or competitive submittal.

**I. PROGRAM ADMINISTRATION:**

Unless otherwise provided by specific provisions under this agreement, contractor operations and activities related and provided for in this agreement will be under the supervision of the Galveston County Emergency Management Coordinator or his designated representative who, for the purpose of this contract, is:

**Brad Burness**  
**Emergency Management Coordinator**  
**1353 FM 646, Suite 201**  
**Dickinson, TX 77539**  
**[Brad.burness@galvestoncountytexas.gov](mailto:Brad.burness@galvestoncountytexas.gov)**

The Galveston County Commissioners Court, and/or authorized designees will be responsible for negotiating with the successful Vendor the scope of work, the standards of performance, the specific technology provided, and the support services required for the proposed projects. All contractual amendments will be processed in accordance with Galveston County Purchasing Policies. Amendments will also be brought to Galveston County Commissioners Court for approval as deemed necessary. The approval process serves to ensure the project technology and/or service is within the scope of the resultant contract, and that pricing meets the agreed upon pricing methodology as specified in the contract, and that funds are available.

**J. SCOPE OF WORK (SOW)**

These specifications describe Food Services for Disaster Recovery for the County of Galveston in the event of a natural disaster or other emergency related crises. It is the County's intent to contract with any and/or all qualified proposers responding to this solicitation.

Depending on the type of natural disaster or emergency related crisis, staffing needs can vary depending on the type of situation. When the catering contract is activated, a head count will be determined by the Emergency Management Coordinator or designee. Proposers should be prepared to:

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- Serve up to 500 people per meal serving period.
- Provide four meals per day: two per twelve-hour shift, or more on a daily basis
- Conduct catering services to multiple locations in the event of a natural disaster or other emergency related crises or, as designated by the Galveston County commissioners Court in the resultant contract>

Proposers shall furnish all staging of equipment, hot and cold food products, beverages, utensils, disposable paper plates and cups, plastic bags for clean up, and personnel necessary for an efficient and sanitary catering and clean up service for first responders, government employees, various elected and appointed officials, state and local representatives, and other emergency management personnel in the event of a natural disaster or other related crises.

Food service shall be available 24 hours a day with serving times as follows:

- Breakfast: 5:00 AM until 8:00 AM
- Lunch: 11:00 AM until 1:00 PM
- Dinner: 5:00 PM until 8:00 PM
- Midnight shift "Lunch": 11:00 PM – 1:00 AM (this will be a much smaller shift)
- Coffee and snacks: 24 hours/day, 7 days/week

**K. POWERS OF THE EMERGENCY COORDINATOR/FACILITY MEAL COORDINATOR:**

Proposers shall purchase and prepare an adequate quantity of fresh food to serve meals to the total number of personnel as directed by the County of Galveston's Authorized Representative/Program Administrator or designee.

The County of Galveston's Emergency Management Coordinator or designee shall have the right to dismiss any Awardee or employee(s) of the Awardee from the premises whenever it appears in the best interest of the County of Galveston's emergency operations.

The Emergency Management Coordinator or designee reserves the right to issue rules and regulations governing the general provision of services as to maintain consistency of kind and quality of food and beverage services.

The Emergency Management Coordinator or designee will assist the Awardee in obtaining water and the disposal of "gray water" to avoid interruption in services. The Awardee shall be primarily responsible for

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its own fuel supply. However, if required for food preservation and continuation of service, or due to disaster conditions or circumstances, the County may supply fuel and supplies at cost to the Awardee.

**L. PROPOSAL PRICES:**

Proposal prices shall be firm and shall not be amended after the date and time of the proposal opening. Any attempt by the Awardee to amend said proposal prices shall constitute default as outlined in this specification.

Prices quoted in the Proposal and Proposal Response Forms shall include all shipping and delivery costs, shipped F.O.B. to the facility location specified by the requestor or the purchase order.

**M. STATUS OF CONTRACTOR:**

The Contractor shall at all times be considered to be an independent contractor, and will not hold itself or its employees out to be employees or agents of the County of Galveston.

The Contractor shall provide, at the Contractor's expense, competent, full-time supervision of the work while actually in progress.

**N. ASSIGNMENT AND SUBLETTING:**

The Contractor will retain full control over this contract and will not assign or subcontract said contract without the prior written consent of the County. Failure to request consent shall be grounds for default under this Contract. The Contractor further agrees that assigning or subcontracting any portion or feature of the work shall not relieve the Contractor from its full obligations under this contract.

If consent is granted by the County, successful contractor must take all necessary steps to assure that minority businesses, women's business enterprises and labor surplus area firms are used when possible. Affirmative steps must include the following:

- 1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- 2) Assuring that small and minority business, and women's business enterprises are solicited whenever they are potential sources;
- 3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
- 4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- 5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the department of Commerce; and
- 6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

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**O. TEST AND INSPECTIONS:**

It shall be the Awardee's responsibility to perform all of the tests and inspections required by this specification, unless otherwise stated in the award. The County of Galveston reserves the right to perform any of the tests and inspection requirements where said tests and inspections are needed to further determine compliance with this set of specifications.

**P. QUALITY AND QUANTITY:**

A system of test and inspection shall be used to ensure receipt of the quality and quantity of material(s)/service(s) purchased. Material(s)/service(s) will be promptly inspected and any discrepancies from the purchase order and/or the supplier's invoice shall be reported immediately to the Galveston County Purchasing Agent.

**Q. AUTHORIZATION:**

All orders shall be placed via Purchase Order or any method of payment as authorized by the Galveston County Purchasing Agent.

**R. FURNISHING PROPOSED ITEMS:**

Award items are to be furnished on an "as needed, when needed basis" during the life of the contract.

**S. QUALITY:**

The materials and supplies to be furnished shall be currently in production and shall be of the manufacturer's standard or better quality as that of current commercial food service industry standards.

**T. QUANTITIES:**

The County shall not be required to purchase any minimum or maximum quantities during the term of any award resulting from this solicitation effort.

**U. ALTERNATE PROPOSALS:**

**The items required are not meant to be exhaustive, however, represent the type of meals and services that are expected.** Healthy food choices are always welcome as are more varieties of choices for each serving period.

On separate sheets of paper or proposal sheets, Proposers shall, as to each item, submit only one bid for the specified product or only one bid for an alternate product which the Proposer believes equal within the meaning hereof. The offer of an alternate product for any item shall, for the purpose of evaluation of proposals, may be construed as a refusal to bid on the product specified.

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Proposers offering an alternate product shall additionally submit the precise specifications of the alternate, all of the differences in specification, if any, between the specified product and the alternate product, and relevant sketches, blueprints or samples sufficiently accurate, complete and detailed as to enable the County to make a complete determination of the quality of the alternate. Failure to submit this information in full will constitute basis for a determination by the County that the alternate product is not equal or superior to the product specified as a standard.

The determination as to whether any alternate product bid is or is not equal to the product specified as a standard shall be made by the County, and such determination shall be final and binding upon all Proposers.

**V. PENALTIES:**

The County of Galveston reserves the right to increase or decrease quantities shown without penalty.

**W. ADDITIONS/DELETIONS:**

The County of Galveston reserves the right to add to or delete any item from this bid or resulting award when deemed to be in the best interest of the County.

**X. PACKAGING:**

Only materials that are packaged in the original factory fresh packaging shall be accepted. No materials that have been re-packaged or that are in adulterated or damaged packages shall be accepted at the receiving location, nor shall after-market materials be accepted at the receiving location. Any attempt by the Awardee to furnish the County of Galveston with other than first quality fresh materials shall constitute default as outlined in this specification.

**Y. SAMPLES:**

When required, samples shall be labeled with the Proposer's name and item number and shall be furnished free of charge. Samples not destroyed will be returned upon request at the Proposer's expense within ten days following the opening of proposals. Samples of brand(s) being bid may be requested after the bid opening date and time, in order to allow the County to make a fair relative evaluation of brand(s) being bid.

**Z. SUBSTITUTIONS:**

The Awardee shall not substitute items for like items without the approval of the County. Any violation of such procedures may result in a possible award cancellation. All approved substitutes shall be annotated as such on the Awardee's shipping document(s).

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**AA. PROTECTION AGAINST CLAIMS OF SUBCONTRACTORS, LABORERS, MATERIAL MEN, AND FURNISHERS OF MACHINERY, EQUIPMENT, AND SUPPLIES:**

Contractor agrees to indemnify and hold County harmless from all claims of subcontractors, laborers, workmen, mechanics, material men and furnishers of equipment, and all supplies incurred in the performance of this contract. Contractor shall furnish satisfactory evidence that all obligations of the nature hereinabove designated have been paid, discharged or waived. If Contractor fails to do so, then County reserves the right to pay unpaid bills of which County has written notice direct and withhold from Contractor's unpaid compensation a sum of money reasonably sufficient to liquidate any and all such lawful claims.

**BB. DISCREPANCIES AND OMISSIONS:**

In the event of any discrepancy between the Plans and Specifications, or otherwise, or in the event of any doubt as to the meaning and intent of any portion of the Plans and Specifications, the Program Administrator shall define which is intended to apply to the work. Such definition shall be final and binding on Contractor.

**CC. COLLATERAL CONTRACT:**

The County reserves the right to provide by separate contract or otherwise, in such manner as not to delay its programs or damage said Contractor, all labor and material essential to the completion of the work that is not included in this contract.

Award prices include all royalties and costs arising from patents, trademarks, and copyrights in any way involved in the work. Whenever the Awardee is required or desires to use any design, device, material or process covered by letters of patent or copyright, the Awardee shall indemnify and save harmless the County, its officers, agents and employees from any and all claims for infringement by reason of the use of any such patented design, tool, material, equipment, or process, to be performed under the contract, and shall indemnify the County its officers, agents, and employees for any costs, expenses and damages which may be incurred by reason of any infringement at any time during the prosecution or after the completion of the work.

**DD. ALCOHOL/DRUG FREE WORKPLACE:**

The County is committed to maintaining an alcohol and drug free workplace. Possession, use or being under the influence of alcohol or controlled substances by the Contractor's employees while in the performance of this contract is prohibited. Violation of this requirement shall constitute grounds for immediate termination of the contract.

Contractor shall be responsible for any charges which may be made by any city or utility companies for the work to be performed by Contractor.

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**EE. PARKING:**

Contractor shall be responsible for the expense of parking the Contractor's vehicle(s) in a legal manner and at no expense or inconvenience to the County.

**FF. LAWS AND ORDINANCES:**

Contractor shall at all times observe and comply with all Federal, State and Local laws, ordinances and regulations which in any manner effect the contract or the work, and shall indemnify and save harmless the County against any claim arising from the violation of any such laws and ordinances, whether by Contractor or its employees.

**GG. PERMITS AND LICENSES:**

Contractor shall be responsible for obtaining and furnishing all necessary permits and licenses, City, County, State or Federal as are required for the performance of this contract.

**HH. AWARDED RESPONSIBILITIES:**

Awardee must provide all phases of service in compliance with Federal, State, and Local guidelines governing health and food service sanitation.

Awardee shall plan weekly menus equal to or better than examples given on the attached proposal forms of the bid documents. Substitutions or variations shall be submitted to the Emergency Management Coordinator or designee for approval. Food substitutes for Diabetic Meals as needed shall be coordinated and communicated to the Awardee through the Emergency Management Coordinator in advance of the scheduled serving. Awardee shall be operational and ready to serve within 48 hours of activation notice from the Emergency Management Coordinator or designee.

Awardee shall only utilize food products that are fresh, wholesome, of good odor and taste, and processed under sanitary conditions as required by food service industry standards.

Awardee shall have the option to prepare all meals offsite or at site(s) designated by the Emergency Management Coordinator or designee. The Awardee is authorized to bring in a mobile kitchen(s) to the designated location(s) to prepare and serve the meals. In either case, food shall be maintained in either Cambro type containers, Chafing Dishes, or Steam Tables for meals that will be served in-house and provide disposable containers for meals that are picked up by individuals going out into the field. All methods of serving the meals must be acceptable by the food service industry. Meals served must include utensils, napkins, salt/pepper, and condiments appropriate to the meal. If applicable and required, the Emergency Management Coordinator may provide meal runners to pick up meals from the Awardee's location.

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Awardee shall provide measured serving portions to equal one meal plus one-half of a second meal. The one and one-half serving portion shall constitute the bid price for one meal as entered on the Proposal Response Pages.

Awardee must serve all food at the proper temperatures and with proper freshness.  
Awardee must store all food and food products at a safe temperature and must handle leftover food/food products in a safe and acceptable way by food service practice.

Awardee shall provide measured serving portions to equal one meal plus one-half of a second meal. The one and one-half serving portion shall constitute the bid price for one meal as entered on the Proposal Response Pages.

Awardee shall not serve leftovers from other functions they may cater during off duty hours, or leftovers from the previous day menu.

Awardee is responsible for the purchasing and receiving of all food, merchandise, supplies and food equipment at the designated serving locations. Awardee shall also be responsible for providing any power cabling appropriate to its on-site food preparation equipment.

Awardee is responsible for providing waste containers and trash bags for all refuse and waste materials created by the Awardee's operations. Waste materials created by the Awardee's operations in the food service area shall be promptly disposed of after each meal or as needed during the serving of meals. The County will provide a dumpster for the disposal of trash generated on-site.

Waste foods shall be kept in closed metal or plastic containers until removed from the serving locations.

Awardee shall make available snack/beverage service 24 hours a day, seven (7) days a week during activation. Proposers shall include with their proposal responses, an itemized price list of snacks and beverages including a variety of sodas, juices, energy drinks, bottled water, snack cakes, chips, cookies, snack bars, and fresh fruit.

Awardee shall make available coffee service with cups, sugar, creamer, stirrers, etc. on a 24/7 basis. Proposers shall include with their proposal responses the cost of coffee service per location.

**II. EQUAL OPPORTUNITY:**

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading,



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demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The contractor will include the provisions of paragraphs (1) through (8) in every Sub-contract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued

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pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided*, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

**JJ. PERSONNEL REQUIREMENTS:**

All employees of the Awardee shall be neatly attired in uniforms that clearly and properly identify the company represented. The employees shall be neat and clean in appearance and courteous towards the patrons, the public, and their fellow employees.

The Awardee shall train and closely supervise all its employees ensuring they practice the high standards of cleanliness, courtesy, and service required.

The Awardee shall adhere to the adequate number of personnel, compatibility of food and beverage products, and other rules and regulations appurtenant to the event.

**KK. BACKGROUND CHECKS:**

Prior to assignment, Awardee will need to provide a list of all employees who will be assigned for this service. The County reserves the right to conduct background checks on these employees and further reserves the right to reject the assignment of any employee(s) based on the results of the background check.

In the event of Contractor's non-compliance with the non-discrimination clause of this contract, the contract entered into may be cancelled in whole or in part.

**LL. MEAL ORDER CANCELLATION:**

The County reserves the right to cancel any and all meals, without penalty, by notification to the Awardee forty-eight (48) hours in advance of the next scheduled serving. The Awardee must provide re-stocking costs, specific cancellation criteria and/or cost to be incurred in the event food service is cancelled with less than forty-eight (48) hours notice.

The County reserves the right to immediately cancel the vendor's contract without penalty if the food or services provided does not meet the requirements specified by the contract.

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**MM. COUNTY RESPONSIBILITIES:**

County agrees to the following:

- Notify the Awardee via telephone and in writing (fax or e-mail) as far in advance of a disaster of its need for services as is practicable depending on the type of disaster so as to provide awardee to properly and adequately respond to the County's requirements.
- Provide necessary parking spaces in the parking lots of the Emergency Management Facility at 1353 FM 646 West, Dickinson, Texas 77539, and other locations as specified in the resultant contract to enable the Awardee space to accommodate vehicles and equipment used.
- Provide written notification of its need for extension of the Awardee's services no less than 24 hours prior to termination of the initial specified period.

**NN. INVOICES:**

Invoices must be itemized indicating all materials and supplies used. Invoices must be submitted to:

**Galveston County Auditor's Office  
Attn: Accounts Payable  
P.O. Box 1418  
Galveston, Texas 77553**

Failure to submit invoices to the above address or failure to include the Purchase Order Number will result in delay in payment.

**Contractor must accept purchase order numbers for specified supplies, equipment, and/or services. Contractor shall not perform any work or release any supplies and/or equipment to any authorized representative of the County of Galveston unless a valid purchase order number issued by the office of the Galveston County Purchasing Agent accompanies the order or if vendor can comply with the provision as stated in the General Provisions, page 8, item 13, Procurement Card Program.**

**Payment for any items issued without prior receipt of a valid purchase order number may become the sole responsibility of the successful contractor.**

Awardee shall provide an all-inclusive invoice for the total number of meals served at the end of each serving shift, Breakfast, Lunch and Dinner. The invoice shall reference a Galveston County issued Purchase Order. The invoice shall be turned in to the Emergency Management Coordinator at the end of each serving shift.

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**OO. PROPOSAL EVALUATION:**

The evaluation of proposals and the determination as to the quality and costs of material(s)/service(s) offered shall be the responsibility of the County of Galveston and will be based on information furnished by the Proposer.

Proposers shall provide the food and clean up services in accordance with the terms, conditions, and requirements stated herein.

**PROPOSER'S EXPERIENCE, EXPERTISE, AND RELIABILITY – 35 POINTS**

- Proposers shall submit with their proposals, a brief history of the organization, including accreditation status, if applicable.
- Proposers shall provide an explanation of its experience in providing meals in large quantities under emergency conditions.
- Proposers shall provide a detailed description of the two or three largest events the company has provided food services (catered) in the past two years. That description should include, at the minimum, the number of meals provided, type of food provided, the number of hours the event lasted, and the number of employees used for that assignment. Please include contact names and telephone numbers of the clients for these events.

**PROPOSER'S METHODOLOGY – 35 POINTS**

- Proposers shall thoroughly describe its capability to perform/facilitate the services required to include methodology, approach, available operational facilities and/or number of locations, etc. and a detailed plan on how it would meet the County's requirements during a disaster event.
- Proposers shall address in its response the mobilization and staging abilities for delivering meals to multiple locations, or if it would be the County's responsibility to pick up meals from the proposer's location.
- Proposers shall address the number of employee's it would dedicate to this effort and a list of equipment the company owns to meet the requirements described herein.

**PROPOSER'S COST FOR SERVICES – 30 POINTS**

- Proposers shall provide a detailed description and cost of the meal options for breakfast, lunch and dinner as requested on the Proposal Response Pages. Prices quoted shall be firm for the initial contract term and all approved extension periods. Thereafter, any extensions that may be approved by the Galveston County Commissioners' Court shall be subject to the provisions of the accompanying contract document.

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**PP. NEXT BEST EVALUTION PROPOSAL:**

In the event of default by the Awardee, the County of Galveston Commissioners' Court reserves the right to utilize the next best evaluated offer as the new Awardee. In the event of this occurrence, the next best offer, if it wishes the award, shall be required to provide the proposed items at the prices as contained within its proposal for this solicitation.

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**QQ.REQUIRED DOCUMENTS CHECKLIST**

By signing here, the firm does hereby attest that it has fully read the instructions, conditions, and general and special provisions and understands them. **Proposer shall return this checklist with completed submittal.**

THE COMPANY OF: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

The following documents shall be returned or confirmed with an "X" with solicitation submittals. Failure to do so may be ample cause for rejection of qualification submittal as non-responsive. It is the responsibility of the Proposer to ensure that Respondent has received all addenda.

**Items:**

**Confirmed (X):**

- |   |                                 |
|---|---------------------------------|
| 1. Required Documents Checklist (this page)   | _____                           |
| 2. Addenda Acknowledgement (if any)   | #1_____ #2_____ #3_____ #4_____ |
| 3. One (1) original, two (2) copies of submittal                                    | _____                           |
| 4. ATTACHMENT A - Vendor Qualification Packet                                       | _____                           |
| 5. ATTACHMENT B - Certification Reg. Debarment, Suspension, and Other Ineligibility | _____                           |
| 6. ATTACHMENT C - Certification Regarding Lobbying Form                             | _____                           |
| 7. ATTACHMENT D - Non-Collusion Affidavit   | _____                           |
| 8. ATTACHMENT E - Prohibition on Contracts with Companies Boycotting Israel         | _____                           |
| 9. ATTACHMENT F - Prohibition on Contracts with Certain Companies                   | _____                           |
| 10. ATTACHMENT G - Information for Notice   | _____                           |
| 11. ATTACHMENT H - References   | _____                           |