

## **TOM GREEN COUNTY, TEXAS**

### **REQUEST FOR PROPOSAL**

#### **ADULT DETENTION CENTER FOOD SERVICE (RFP) 22-027**



Prepared By:

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**Release Date: 8/9/2022**

**Due Date: 8/25/2022**

**RFP 22-027**

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## INTRODUCTION

Tom Green County (the County) requests Proposal submissions from qualified and experienced firms to provide food service for the inmates and staff at the Tom Green County Adult Detention Center located in San Angelo, Texas.

The selection process for this project will be accomplished by the Competitive Sealed Proposal method as provided in the Texas Local Government Code Chapter 26255: **The Respondents are requested to provide qualification information and pricing information for this RFP. Please be sure to submit all required forms and documentation.**

Locations of project:

Tom Green County Adult Detention Facility, 4382 N US Hwy 277, San Angelo, TX 76905

These are the only approved instructions for use on your proposal. Items contained herein apply to and become a part of Terms and Conditions of the proposal. Any exceptions thereto must be in writing. The contractor shall furnish all labor, tools, equipment and materials in order to fulfill the obligations of this contract.

Tom Green County reserves the right to reject any proposal which: fails to meet the mandatory requirements as stated; does not comply with the specification requirements of the RFP; or exceeds budgetary expectations.

### SCHEDULE

Issue RFP	August 9, 2022
Optional Site-Visit	August 15, 2022
Written Inquiries must be received by	August 17, 2022
Responses to inquiries will be posted by	August 19, 2022
Proposals Due	August 25, 2022

Questions concerning this RFP should be directed in writing to **Tom Green County Auditor's Office, Darin Schell**. Please include "RFP 22-025" in the subject line. Email to [purchasing@co.tom-green.tx.us](mailto:purchasing@co.tom-green.tx.us)

\*Any catalog, brand name or manufacturer's reference used in a proposal invitation is descriptive-NOT restrictive-it is used only to indicate type and quality desired. Proposals on brand of like nature and quality will be considered. If the proposal is based on other than the reference specifications, the proposal must show the manufacturer, brand or trade name, lot number, etc., of the article offered. If other than the brands(s) specified is offered, illustrations and complete descriptions should be made part of the proposal. If the offeror takes no exception to specifications or reference data, he/she will be required to furnish brand names, numbers, etc. as specified.

## **SCOPE OF SERVICES**

Facility background:

The total inmate capacity is 552.

Current Provider: Aramark

Tom Green County is seeking a vendor to provide quality, cost-effective food service in the Adult Detention Center located at 4382 N US Hwy 277, San Angelo, TX 76905. The facility is handled under the direction of the Tom Green County Sheriff.

The Tom Green County Adult Detention Facility (Jail) operates seven (7) days per week, 365 days per year. Vendors must ensure that the food service is operational at all times.

The facility can house 552 inmates and is expected to remain near capacity. The food service vendor will also provide meals for approximately 30 staff.

These numbers are not absolute. It is only provided as a guideline for possible meals served. The price per meal charges shall be determined by taking the actual meals served each day multiplied by the contract price per meal for that number of meals.

### **Objective of RFP**

1. Delivery of high-quality food service that can be audited against established nutritional and health standards and current food service expenses.
2. Maintain standards established by the Dietary Reference Intake (DRI) established by the Food and Nutrition Board of the Institute of Medicine, National Academy of Sciences, and any additional requirements of the Tom Green County Sheriff's Department.
3. Operate a food service program using experienced and professionally trained staff.
4. Operate a cost-effective food service program with full reporting to the Tom Green County Sheriff and Tom Green County Jail Administrator.
5. Implement a written food service plan with clear objectives, policies, procedures, and annual evaluation compliance.
6. Operate a humane food service program with respect to the inmate's right to basic health and nutritional standards.

### **Food Requirements**

1. Vendor shall provide three (3) hot meals per day, with appropriate beverage, seven (7) days per week, together with sack lunches for comparable nutritional value, as required by the department.
2. Vendor shall provide coffee for trustees and employees only, up to 75 persons per day.
3. No more than thirteen (13) hours shall pass between the dinner and breakfast meals. A meal schedule shall be mutually agreed upon between the Vendor and Jail Administrator.
4. Vendor shall provide an officer's dining room program, inclusive of a salad bar.
5. All menus and special diets must meet generalized standards for adult holding and detention facilities. All menus will be approved prior to service by the Vendor's registered dietitian. All meals served will be in compliance with the Recommended Daily Allowance for adult meals and will provide an average of 2800 calories per day in addition to all required nutrients.
6. Vendor must provide, in their proposal, a four week menu complete with nutritional analysis. No proposal will be considered that does not provide the menu upon which the cost of service is calculated together with the "as Served" portion sizes of each menu item.
7. No soy products will be accepted to meet any protein requirements.
8. Vendor shall warrant that all meals will be served at appropriate temperatures and in a manner that makes them palatable (135 degrees hot, 41 degrees cold) and visibly pleasing complete with condiments (dressing, sugar, salt, pepper, ketchup, mustard, etc.).
9. Vendor shall provide, at no additional cost, religious and medical diets conforming to special religious or physician ordered specifications. Vendor will submit with the proposal a sample of their correction diet handbook, or a schedule of the four week menu they propose to serve inmates on restricted diets.
10. Proposal shall include vendor policy for serving special meals on holidays. Proposed menus for holidays shall be identified. All such meals shall be provided at contract rates.
11. All deliveries to the site will be the responsibility of the vendor.
12. Special pricing for holiday meals with unique County requests or specialty items may be agreed upon from time to time between the vendor and the County. The County retains the right to a "standard" holiday menu at the contract pricing at the County's sole discretion.

### **Processing of Complaints**

Vendor personnel shall document all complaints and report promptly to the Food Service Director the complaint and any action taken. All complaints must be processed at least daily. The Food Service Director shall determine the appropriate mechanism to be utilized to remedy the specific categories of complaints and shall report any unresolved complaints to Jail Administration.

All complaints and responses shall be documented in writing and kept on file by the Vendor and made available to jail administration upon request.

### **Supplemental Food Program**

The Proposer will provide at market prices, a supplemental food item(s) program in cooperation with the commissary vendor if requested. This program provides the opportunity for inmates to purchase special meal items at least weekly that are not part of the regular food service menu

### **Staff Requirements**

1. The Proposer will provide a full time kitchen manager to supervise and oversee the food service operations for at least forty (40) hours per week.
2. Vendor will be responsible for providing linen and uniforms for the Vendor employees. Staff will be required to wear identifying uniforms in a color other than forest green, orange, or black and white stripes, in order to be more easily distinguishable from the inmate kitchen labor force.
3. Vendor employees shall not bring visitors into the Jail Facility.
4. County reserves the right to restrict access to the Jail Facility or require immediate removal of any person(s) without prior notification.
5. Vendor's employees shall not have social contact with inmates or inmate's families.
6. A dedicated supervisor should be on site during the preparation of every meal. Please provide your contingency plans if the assigned staff member fulfilling this role should become unavailable for any reason.
7. Vendor will be responsible for providing training in food safety, preparation, and any applicable vendor processes to County Inmates selected by the County to participate in food service.
8. Inmates will not be allowed to supervise other inmates.

### **Vendor Responsibilities – Safety and Security**

1. Vendor shall be solely responsible for control and accountability of keys obtained from the County. The vendor is also responsible for the security of those areas for which keys are used by the vendor's representatives.

Vendor shall be responsible for replacement of lost keys; the cost of re-keying and replacement of lock cylinders required as a result of negligence and /or loss of keys.

2. Vendor is responsible for tracking removable kitchen equipment to ensure that all items are accounted for and secured before leaving the premises. Include in your proposal your plans or procedures for accomplishing this objective.
3. Vendor shall be responsible for immediately reporting all facts to the Jail Administrator relating to losses incurred as a result of break-ins, vandalism, or similar occurrences.
4. Vendor must provide a contingency plan in the event of an evacuation, riot, or other emergency.
5. Vendor must obtain security clearances from the Sheriff's Office on each of their employees before the employee may begin work at the Detention Center. The proposer must submit all information required by the Sheriff's Office for the Security clearances, i.e., name, race, sex, date of birth and driver's license or identification number. All the proposer's employees must comply with the Detention Center written policies and procedures relating to facility security.

### **Additional Vendor Responsibilities**

1. Provide all consumable supplies and food products which are required for food service operation. Provide cleaning and maintenance supplies for the kitchen. These supplies and food products shall remain property of the contractor.
2. Be responsible for daily routine cleaning and housekeeping for food service preparation, service, and storage areas and will, on a continuing basis, maintain standards of sanitation required by state and local regulations and facility standards.
3. Assign necessary employees per shift to oversee and supervise all aspects of the food service operation. Inmates will be provided as required by contractor, subject to the approval of the Jail Administrator. Vendor will provide organizational chart and job descriptions for all professional and inmate staff. Vendor agrees to train and supervise all personnel, subject to the overall control of the County.
4. Access and Records: Vendor shall keep full and accurate records of sales and meal counts in connection with food service. A copy of all records shall be supplied to the Jail Captain or designee upon request.



5. Maintain an open collaborative relationship with the administration and staff of the Tom Green County Sheriff's Office.
6. The ordering schedule must be mutually agreed upon between the proposer and the Tom Green County Sheriff's Office, and may be subject to change.
7. Provide payment for and be in compliance with all ADA, Equal Employment, Civil Rights, Salaries, Taxes, Social Security, Insurance, and any Fringe Benefits and any other Federal, State and Local Requirements of Employment Law.
8. Facility inspections shall be made by the Tom Green County Sheriff's Office when deemed necessary, with or without advance notice to the Vendor. The facilities and equipment used in the contract shall not be used to prepare goods for agencies or persons other than those designated under the proposal.
9. Inspections of the facilities by County and State Health Agencies must achieve satisfactory ratings. Any fines shall be the responsibility of the Vendor and any repeated or severe violations may result in termination of the Contract for default.
10. The proposer agrees that employees assigned to duty at the Detention Center shall submit to periodic health examination at least as frequently and as stringently as required by law. Cost for these exams shall be borne by the proposer. Proposer agrees to submit satisfactory evidence of compliance with all health regulations to the County upon request.
11. The proposer is required to secure and pay all Federal, State and Local licenses, permits and fees required for the operation of the food services provided.
12. Proposer will assume all costs for telephone service, faxing, copying, internet, and other expenses associated with the food service operation and shall be responsible for installation of telephone line and equipment for business and personal use.

#### **Damage and Repair Liability**

1. The County will have no liability to the Vendor for damage to the Vendor's equipment caused by fraud, theft, vandalism, or loss inflicted by the inmates or the public. All costs associated with the repair or replacement will be the responsibility of the Vendor.
2. Any damage to Tom Green County equipment or facilities caused by the installation or maintenance of Vendor's system will be paid by the Vendor. Vendor will be solely responsible for the repair or replacement of equipment so damaged.

### **Tom Green County Responsibilities**

1. The Detention Center shall provide security, control and limitation of inmate movement in, to, and from the kitchen area, including physical security of employees, suppliers, and other authorized visitors.
2. Accurate and timely orders for the number of meals to be served to inmates, correctional officers, and staff within two (2) hours of the time for meals to be served.
3. Provide adequate ingress and egress to all production facilities.
4. Adequate heat, light, ventilation and other utilities as required, with the exception of telephone and internet services.
5. Extermination Services and removal of garbage from loading dock areas.
6. The County shall provide for the general maintenance to the building structure including, but not limited to, the maintenance of gas, water, sewer, ventilation, lighting, air conditioning, refrigeration, duct work, and wall and ceiling surfaces.
7. Adequate preparation, storage, and holding equipment and maintenance of same.
8. Maintain kitchen appliances and equipment, except that which is not normal wear and tear.

#### **A. COST OF SERVICES**

Proposer must complete and sign the SUBMISSION AFFIDAVIT for the price of each meal served based on the quantity requested for that meal service.

Include a copy of your pricing for reference on a cost of services tab. Refer to #1 Proposal Submission in the Request for Proposal instructions section.

### **Price Adjustments and Determination**

Tom Green County will consider annual price adjustments on services after the initial year of the contract period and at each 1 year renewal period. The vendor must notify Tom Green County at least 90 (ninety) days prior to the end of the contract term of the price change, and must furnish a price list stating all increases and the percentage above cost that will be charged to Tom Green County by the vendor to justify rate increases. All price adjustment requests are subject to the approval of Tom Green County Commissioners Court and must be reasonable as measured by the Bureau of Labor Statistics change in CPI reporting for the price data collected during the most recent month for which data is available as compared to the same month from the previous year.

Proposal shall include plan to incorporate free federal and/or state commodities which shall be used to offset price per meal for the contract period.

## **B. OPERATIONAL PLANS AND COMPANY RESOURCES**

**Provide a summary of key operating policies and procedures and other information requested below demonstrating your vendor qualifications.**

- A. Sample contract (within a separate tab of your response).
- B. Staffing levels and operating procedures.
- C. Demonstrate Ability to comply with applicable statutes and to compensate Tom Green County Detention Center for liability arising from violations of any of the following:
  - 1. Texas Commission on Jail Standards
  - 2. American Correctional Association Standards.
  - 3. All Federal, State and Local Health code requirements.

### **Company Experience**

Vendor shall be experienced in providing Detention Center food service. Response to this paragraph shall be a full capability statement, including, but not limited to the following:

- a.) Years and nature of experience in Detention Center food service
- b.) Prior three (3) years of company Financial Report Summaries

### **Staff Requirements**

Response to this paragraph should include resumes of key staff members who would be responsible for the Tom Green County Detention Center contract

All proposals must clearly detail the proposed use of food service manager and inmates as part of the vendor's food service proposal. Included in this section shall be detailed explanation of method of supervision, performance review, job description and overall approach to working with County employees.

### **Lawsuits**

Identify all legal claims, demands, or lawsuits within the past three (3) years and any threatened or pending actions against the Vendor, and or Vendor's subcontractors with regard to the services and equipment offered in this proposal.

Identify any administrative actions or warnings taken or issued within the past three (3) years by any federal, state, or local government agency with regard to the proposer or any facility operated by proposer.

### **References/Facilities Served**

Provide a representative list of your current Texas detention facilities served.

As a note, for the three customer references required in the Vendor Documentation Section, accounts similar in size and scope to Tom Green County and other Texas Counties served by vendor are preferred. It is not acceptable to respond that Vendor's customer list or references are proprietary information. Vendors are advised that references will be contacted without further consent or approval of the Vendor.

### **History of Terminated Contracts**

If in the event the Proposer has failed to complete the full term of a detention center food service contract within the past five (5) years, Proposer must describe such contract including the name and address of the customer and the reason for the failure to complete the contract.

### **Subcontractors**

If any part of the work is or will be subcontracted, the Vendor shall provide as part of the response a complete description of the sub-contractual organization, the experience level of each of the parties, and the subcontracting agreements made between the parties. Vendors must also include a list of references for all subcontractors

In instances where vendor uses a subcontractor, vendor will remain the main contact for this contract. Tom Green County will look to the Vendor, regardless, when any or all needs arise. Subcontractor must also submit proof of insurance as specified. A Workers' Compensation affidavit is enclosed in the proposal and MUST be signed and returned with the proposal packet.

### **Inmate Training Program**

Provide information about any inmate enrichment training program(s) you currently offer.

## **C. MENU ITEM SELECTION**

Proposer shall include a copy of a current product offering implemented at a detention facility. Refer to "Food Requirements" section above.

## **D. SAFETY AND SECURITY**

Proposer shall include a detailed plan outlining the safety and security measures currently in place at other currently-served locations and any recommended or scheduled improvements to their operating procedures. Refer to "Vendor Responsibilities – Safety and Security" section above.

## REQUEST FOR PROPOSAL

### 1. **PROPOSAL SUBMISSION**

The offeror is expected to thoroughly examine the specifications and all instructions contained in this RFP.

Tab your proposal response into the following categories, more tabs or sub-categories may be added if needed. Letters, numbers, or labels are acceptable, but please include in this following order, for example:

- A. Cost of Services
- B. Operational Plans/Company Resources
- C. Menu
- D. Safety and Security
- E. Vendor Documentation (References, Compliance Forms, etc.)
- F. Submission Affidavit
- G. Bid Bond
- H. Sample Contract

PROVIDE ONE (1) ORIGINAL (WITH EACH SIGNATURE PAGE MANUALLY SIGNED BY THE PERSON HAVING THE AUTHORITY TO BIND THE FIRM IN A CONTRACT) AND SIX (6) COPIES OF YOUR PROPOSAL, EACH PROPOSAL MARKED ORIGINAL OR COPY, AND PLACED IN A SEPARATE SEALED, MARKED ENVELOPE TO:

TOM GREEN COUNTY AUDITOR  
113 WEST BEAUREGARD  
SAN ANGELO, TEXAS 76903-5834  
325-659-6500

Sealed proposals shall be received no later than:

**2:00 p.m. Thursday, August 25, 2022**

**And will be publicly opened in the County Auditor's Conference Room located on the second floor of the Judge Edd B and Frances Frink Keyes Building at**

**113 W. Beauregard Ave., San Angelo, Texas**

**At 2:05 p.m.**

**MARK THE OUTSIDE OF EACH ENVELOPE:**

**"RFP# 22-027: ADULT DETENTION FOOD SERVICE"**

In the event that Tom Green County Offices are officially closed on a proposal opening day, proposals will be received until 2:00 p.m. on the next business day, at which time the proposals will be publicly opened.

If offeror does not wish to submit an offer at this time but desires to remain on the list for this service, please submit a "NO OFFER" by the same time and at the same location as stated above. If response is not received for three consecutive RFPs, offeror shall be removed from list. If however, you choose to "NO OFFER" this service and wish to remain on list for other services, please state the particular service under which you wish to be classified.

Tom Green County is always very conscious and extremely appreciative of the time and effort you must expend to submit an offer. We would appreciate your indicating on any "NO OFFER" response, the requirements of this RFP which may have influenced your decision to "NO OFFER".

**2. LATE PROPOSALS**

Proposals received after submission deadline shall be returned unopened and will be considered void and unacceptable and they will be returned unopened to the offeror. Offeror should allow sufficient mailing time to ensure the timely receipt of their proposal or proposals may also be hand delivered prior to deadline. Tom Green County is not responsible for lateness of mail, carrier, etc., and time/date recorded by the County Auditor's Office shall be the official time of receipt.

**3. ALTERING PROPOSALS**

Any interlineations, alteration, or erasure made to the PROPOSAL must be initialed by the signer of the proposal prior to receiving time, guaranteeing authenticity.

**4. WITHDRAWAL OF PROPOSAL**

Proposals may be withdrawn at any time prior to the official opening. A proposal may not be withdrawn or cancelled by the offeror for a period of ninety (90) days following the date designated for the receipt of PROPOSAL, without prior approval by the Commissioners Court based on a written acceptable reason. Offeror so agrees upon submittal of their PROPOSAL.

**5. PROPOSAL OPENING**

Proposals will be received and publicly acknowledged at the location, date, and time stated above. Offerors, their representatives and interested persons may be present. Proposals shall be received and acknowledged only so as to avoid disclosure of the contents to competing offerors and kept secret during the negotiation/evaluation process.

**NOTE:** All proposals shall be open for public inspection after the contract is awarded, except for trade secrets and confidential information contained in the PROPOSAL so identified by offeror as such.

**6. AWARD OF PROPOSALS**

Tom Green County will review all responses to assure compliance with the specifications. Vendor may be excluded from further consideration for failure to comply with the specifications of the RFP. The County reserves the right to reject in whole or in part any or all proposals, waive minor technicalities, informalities, or irregularities and award the proposal as it shall deem best serves the interest of Tom Green County. Award of contract will be executed by the Tom Green County Commissioners Court. However, any part of vendor's contract, which contradicts any part of the requirements of this Request for Proposals, shall be considered null and void. Receipt of any proposal shall under no circumstances obligate Tom Green County to accept the lowest proposal. The award of the contract shall be made to the responsible offeror whose proposal is determined to be the lowest and best evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other evaluation factors set forth in the RFP.

**7. SITE VISIT**

An optional pre-bid site visit will be conducted on Monday, August 15, 2022 at 2:00 p.m., beginning in the lobby of the Tom Green Detention Center, 4382 N US Hwy 277, San Angelo, TX 76905.

**Proposers are requested to submit the following information via email to [purchasing@co.tom-green.tx.us](mailto:purchasing@co.tom-green.tx.us) by Friday, August 12, 2022 at noon:**

**Subject Line: RFP 22-027: Site Visitor Information**

**Proposer's Company Name**

**Individual Name(s) and Phone Number(s)**

**State and Driver's License Number**

**8. FORMATION OF CONTRACT**

A response to this solicitation is an offer to contract with Tom Green County based upon the terms, conditions, scope of work, and specifications contained in this request. A solicitation shall become a contract when awarded by the Tom Green County Commissioners Court and a purchase order or notice of award is mailed or otherwise furnished to the successful offeror. Formal contract to follow.

**9. CONTRACT TERM**

The contract will be from a mutually agreed operational date until the end of the County's following fiscal year on September 30, or beginning on September 1, 2022 for a period of one (1) calendar year upon mutual agreement with the successful offeror. At the expiration of the first contract term, the contract may be renewed upon mutual consent for a period of up to four (4) additional one-year increments. Each renewal will require approval from the Tom Green County Commissioners Court.

**10. LIQUIDATED DAMAGES**

Should the awarded bidder fail to provide services during the term of the contract, the sum of \$3,312 (three thousand, three hundred twelve and no/100 dollars) per calendar day will be deducted from the monies due to the awarded bidder for the duration of the service interruption. This sum shall not be considered a penalty, but rather as reasonable liquidated damages calculated at \$2 per meal three times daily for an inmate population of 552 to offset the County's additional costs incurred. An extension of time may be allowed for delays beyond the control of the awarded proposer at the discretion of Tom Green County.

**11. EVALUATION CRITERIA AND FACTORS**

The award (if any) of contracts shall be made to the responsible offerors whose submittals are determined to be the most advantageous to, and in the best interest of Tom Green County while taking into consideration factors set forth in the Request for Proposal.

**NOTE:** Best value shall be determined by any relevant criteria specifically listed in the solicitation and by considering all or part of the criteria listed below:

- a. Reputation of the Vendor and of Vendor's goods and services.
- b. The quality of the Vendor's goods or services.
- c. The extent to which the goods or services meet the County's needs.
- d. Vendor's past relationship with the County. All vendors shall be evaluated on their past performance and prior dealings with the County to include, but not limited to, failure to meet specifications, poor quality, poor workmanship, and late delivery.

<b>Evaluation Criteria Scoring Methodology</b>		
<b>Weight</b>	<b>Rating Name</b>	<b>Description</b>
0	Does not meet	Does not meet requirements at all, or information is missing.
1-2	Slightly meets	Has limited ability to satisfy requirement. Serious deficiencies exist that cannot be easily worked around.
3-5	Partly meets	Has significant deficiencies in meeting requirements. These limitations could be worked around with effort.
6-8	Mostly meets	Largely meets the requirement, deficiencies could be worked around with minimum effort and few compromises.
9-10	Fully meets	Adequately meets requirement with no compromises.
Pricing	Cost Evaluation	(Lowest submitted price /Proposed price) X Total Possible Points = Points Received

The following criteria will be used to evaluate firms:

	<b>Points Possible</b>
1. Cost of Services	40
2. Operational Plans/Company Resources	20
3. Menu Item Selection	20
4. Safety & Security to be performed by the Proposer	20
<b><i>Possible Points Awarded for this Section</i></b>	<b><i>100</i></b>

**CUMULATIVE TOTAL**      **100**



The Tom Green County Auditor has prepared the RFP, and will provide resource information to the Tom Green County Commissioners Court, who will evaluate proposals. The Commissioners Court may designate a representative or a review committee for this purpose. Discussions may be conducted with reasonable proposers who submit proposals determined to be reasonably susceptible of being selected for award. All proposers will be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals. Revision of proposals may be permitted after submission and before award for the purpose of obtaining best and final offers as determined to be in the best interest of the County.

**12. INTERVIEW**

Interviews may be conducted with selected qualified proposers who submit a valid proposal. Results of interview will be factored into evaluation criteria.

**13. REFERENCES**

Offeror shall supply with this proposal a list of at least three (3) references where like services and/or products are provided in the public sector. Include name of entity, address, telephone number and name of representative. **Note:** See Exhibit A – Vendor Reference Form.

**14. INSURANCE**

The contractor shall provide Worker's Compensation coverage. The contractor shall provide Comprehensive General (Public) Liability Insurance of \$1,000,000 (combined single limit for bodily injury and property damage) to include (but not limited to) premises/operation, independent contractors, personal injury, products/completed operations and contractual liability. Comprehensive Automobile Liability insurance for owned/leased vehicles, non-owned vehicles or hired cars shall be provided in the minimum amount of \$1,000,000 (combined single limit for bodily injury and property damage.) **The contractor shall provide the County with certificates of insurance evidencing the required insurances within 10 calendar days of the Notice of Award.** The contractor further agrees that with respect to the above required insurances, the County shall be named as an additional insured as its interest may appear; be provided with a waiver of subrogation; and be provided with thirty (30) days advance notice in writing, of cancellation or material change.

**15. TERMINATION**

The obligation to provide further service under the terms of the resulting agreement may be terminated by the Sheriff upon ninety (90) days written notice in the event of material breach by the successful Vendor to perform in accordance with the terms hereof, or any contract resulting from this RFP. In the event that the Sheriff chooses to discontinue this contract either by termination or not extending the contract the vendor warrants that it will remove all its equipment from Tom Green County Detention facility without charge. Service and equipment will not be removed until another Vendor has been acquired. The removal of equipment and disconnecting of service process will occur during the implementation of the new system with minimal interruption of service to this facility. Incumbent vendor shall cooperate with the new vendor

during the implementation of the new system. Tom Green County reserves the right to terminate upon breach of contract as allowed by law.

**16. SEVERABILITY**

If any part of this proposal is declared unenforceable or invalid, the remainder will continue to be valid and enforceable.

**17. DUTY OF VENDOR**

In order for proposals to be compared on an identical basis, it is necessary that all portions of the document, including requests for specific information about, services, reference forms and general information regarding the vendor be completed and adhered to.

**18. PERFORMANCE OF CONTRACT**

The contractor shall perform all work in a superior workmanlike manner and products shall be delivered in the condition requested, to the satisfaction of the Tom Green County Commissioners Court or designated representatives.

All items proposed shall be new, in first class condition, including containers suitable for shipment and storage, unless otherwise indicated in the proposal. Verbal agreements to the contrary will not be recognized. All materials and services shall be subject to County's approval. Unsatisfactory material will be returned at Seller's expense.

Tom Green County reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default of resulting contract award.

**19. CAVEAT**

Although every effort has been made to provide accurate and up-to-date information, companies interested in supplying proposals should contact the County Auditor with any questions you may have (see "Introduction").

**20. VARIATION IN QUANTITY**

The County assumes no liability for commodities produced, processed or shipped in excess of the amount specified herein.

**21. NON-EXCLUSIVE CONTRACT**

It is expressly understood and agreed that in case Tom Green County should need any item(s) not available from the successful vendor during the term of this contract within the time frame requested, Tom Green County reserves the right to purchase these items from other than the successful vendor. This shall not be in violation of any terms or conditions of this contract. Further, Tom Green County reserves the right to purchase from or seek another vendor if, at any time, the vendor's prices do not conform to public pricing.

**22. REQUIREMENTS OF SPECIFICATIONS**

Each offeror shall be held to have examined the requirements of the RFP under consideration and confirm he fully understands the RFP and the County's needs and satisfies himself that he is cognizant of all factors relating to requirements contained in the RFP.

**23. SILENCE OF SPECIFICATIONS**

The apparent silence of the RFP as to any detail or to the apparent omission from it of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of the RFP shall be made on the basis of this statement.

**24. CONFLICT OF INTEREST**

No public official shall have interest in a contract, which results from this RFP, in accordance with Vernon's Texas Codes Annotated Local Government Code Title 5, Subtitled C, Chapter 171.

**25. CONFIDENTIALITY**

All information disclosed by Tom Green County to successful offeror for the purpose of the work to be done or information that comes to the attention of the successful offeror during the course of performing such work is to be kept strictly confidential.

**26. ADDENDA**

Only questions regarding clarification of instructions may be handled verbally. Any interpretations, corrections or changes to this RFP will be made by addenda. Sole issuing authority of addenda shall be vested in the Tom Green County Auditor. Any addendum will be sent via email to those companies known to be in possession of the proposal document. Offerors are responsible for ensuring that a correct email address is listed in the County's vendor database and may email [purchasing@co.tom-green.tx.us](mailto:purchasing@co.tom-green.tx.us) to update this information or to specifically request copies of any addenda issued. It is the responsibility of the Offeror to ensure that all addenda are received and included with their submission. Failure to submit all signed addenda may result in proposal being considered non-responsive.

**27. CHANGE ORDERS**

No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing.

**28. ASSIGNMENT**

The successful offeror shall not sell, assign, transfer or convey any contract resulting from this RFP, in whole or in part, without the prior written consent of the Tom Green County Commissioners Court.

**29. VENUE**

This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in Tom Green County, Texas.

**30. SUBMITTAL OF CONFIDENTIAL MATERIAL**

All proposals shall be open for public inspection subject to the requirements of the Open Records Act after the contract is awarded except for trade secrets and confidential information contained in the proposal so identified by offeror as such. Any proposed material that is to be considered as confidential in nature must be on a separate page and clearly marked as such by the proposer and will be treated as confidential by Tom Green County to the extent permitted by law.

**31. MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE OFFERORS**

A prospective offeror must affirmatively demonstrate their responsibility and ability to meet the following requirements:

1. Has adequate financial resources, or the ability to obtain such resources as required;
2. Have a satisfactory record of performance;
3. Have a satisfactory record of integrity and ethics;
4. Be otherwise qualified and eligible to receive an award.

Tom Green County may request representation and other information sufficient to determine the offeror's ability to meet these minimum standards listed above.

**32. INDEMNIFICATION**

By entering into this contract, the successful offeror agrees to defend, indemnify and hold harmless Tom Green County and all its officers, agents, and employees from all suits, causes of actions, or other claims of any character, name and description brought for or on account of any injuries of damages received or sustained by any person, persons, or property on account of any breach, negligent act or fault of the successful offeror, or of any agent, employee, subcontractor, invitee or supplier in the execution of, or performance under, any contract which may result from proposal award. Successful offeror shall pay judgments with costs, including attorney fees, expenses and costs of court, which may be obtained, against Tom Green County growing out of such injury or damages.

**33. WARRANTY**

The Vendor shall not limit or exclude any express, written, or implied warranties and any attempt to do so shall render this contract voidable at the option of Tom Green County. The offeror warrants that the goods furnished will conform to the specifications, drawings and descriptions listed in the proposal invitation, and to the sample(s) furnished by the offeror, if any. In the event of a conflict between the specifications, drawings, and descriptions, the specifications shall govern.

**SAFETY WARRANTY:** The vendor warrants that the product sold to the 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 vendor's expense. In the event the vendor fails to make the appropriate correction within a reasonable time, the correction made by the County will be at the vendor's expense.

**34. SALES TAX**

Tom Green County is by statute exempt from the State Sales Tax and Federal Excise Tax; therefore, the proposed price shall not include such taxes.

**35. DELIVERY**

Proposal cost shall be F.O.B. Destination. If otherwise, show the exact cost to deliver by unit price, extend and show total. Actual costs will be based on quantities delivered.

If a delay is foreseen, the contractor shall give written notice to the County Auditor. The County has the right to extend the delivery date if the reason(s) appear valid. The Contractor must keep the County advised at all times on the order status. Default in promised delivery (without accepted reasons) or failure to meet specifications, authorizes the County to purchase supplies elsewhere and charge full increase in cost and handling to the defaulting contractor.

**36. TITLE AND RISK OF LOSS**

The title and risk of loss of goods shall not pass to the County until the County actually receives and takes possession of the goods at the point or points of delivery.

**37. DESIGN, STANDARDS AND PRACTICES**

Design, strength, quality of materials and workmanship must conform to the highest standards of engineering practices and/or professional services.

**38. PATENTS/COPYRIGHTS**

The successful offeror agrees to protect Tom Green County from claims involving infringements of patents and/or copyrights.

**39. INVOICES AND POINT OF CONTACT AFTER RFP IS AWARDED**

Invoices shall be mailed directly to:

Dianna Spieker  
Tom Green County Treasurer  
113 W. Beauregard  
San Angelo, Texas 76903

The invoices shall show:

1. Name and address of successful offeror;
2. Detailed breakdown of all charges for the services or products delivered stating any applicable period of time

**40. PAYMENT**

Payment will be made upon receipt and acceptance by the County of all completed services and/or products ordered and receipt of a valid invoice, in accordance with the Texas Government Code, Chapter 2251. Successful offeror is required to pay subcontractors within ten (10) days.

**41. FUNDING**

Funds for payment have been provided through the Tom Green County budget approved by the 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 Tom Green County fiscal year shall be subject to budget approval.

In the event funds do not become available, the contract may be terminated or the scope amended. There shall be neither penalty nor any additional charges incurred by the County. The bidder, in accepting the contract, agrees that the County shall not be liable for damages in the event that the contract is terminated due to a lack of funding.

**42. DISCOUNTS**

Discounts for prompt payment offered may be taken into consideration during the proposal evaluation. Terms of payment offered will be reflected in the space provided on the proposal cost worksheet. All terms of payment (cash discount) will be taken and computed from the date of delivery of acceptable material or services, or the date of receipt of invoice, whichever is later.

**43. DEBARMENT**

Offeror certifies that at the time of submission of its proposal, Offeror was not on the federal government's list of suspended, ineligible or debarred contractors and that Offeror has not been placed on this list between the time of its submission and the time of execution of the Contract. If Offeror is placed on this list during the term of the Contract, Offeror shall notify the Tom Green County Auditor. False certification or failure to notify may result in termination of the

Contract for default.

In accordance with Texas Local Government Code Chapter 154.045, if a seller is found to be indebted to Tom Green County by manner of delinquent taxes, fines, fees, or indebtedness arising from other written agreements, then Tom Green County may offset payments under a contract to satisfy the outstanding debt and no payments will be made until the debt is paid in full.

**44. CONFLICTS BETWEEN REQUEST FOR PROPOSAL AND PROPOSAL**

Should a conflict arise between the terms and provisions of this RFP and the submission of the vendor, the terms and provisions of this RFP will prevail.

**45. COMPLIANCE**

All offerors will comply with all Federal, State and local laws relative to conducting business in Tom Green County including, but not limited to licensing, labor and health laws. The laws of the State of Texas will govern as to the interpretation, validity and effect of this proposal, its award, and any contract entered into.

**46. DISCRIMINATION**

During the performance of this contract, the successful offeror agrees as follows:

a. The successful offeror will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The successful offeror will take affirmative action to ensure that applicants are employed, and the employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

b. The successful offeror will, in all solicitations or advertisements for employees placed by or on behalf of the successful offeror, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

c. The successful offeror will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representative of the successful offeror's commitments under this section.

**47. CONFLICT OF INTEREST QUESTIONNAIRE (CIQ):**

Chapter 176 of the Texas Local Government Code requires that any proposer or person considering doing business with a local government entity disclose in the Conflict of Interest Questionnaire the proposer's or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. If applicable, this questionnaire, by law, must be filed with the

records administrator of Tom Green County within seven (7) days of notice of potential award or within seven (7) days after submitting a proposal response. Additionally, a new form must be filed no later than the seventh (7th) business day after the person becomes aware of the facts that require the statement to be filed. The form can be found online at [https://www.ethics.state.tx.us/filinginfo/conflict\\_forms.htm](https://www.ethics.state.tx.us/filinginfo/conflict_forms.htm). By submitting a response to this proposal, the offeror represents that it is in compliance with the requirements of Chapter 176 of the Texas Local Government Code. If required, send completed forms to the Tom Green County Clerk's Office located at 124 West Beauregard Avenue, San Angelo, Texas 76903.

**48. HB 1295**

Offeror must complete a form 1295 filing, disclosure of interested parties, on the Texas Ethics Commission website. <https://www.ethics.state.tx.us/tec/1295-Info.htm> This filing shall be completed with the RFP, and prior to the issuance of any notice to proceed. For form item# 3 use "RFP# 22-027".

**49. VENDOR RESTRICTIONS REGARDING BOYCOTTS OF ISRAEL**

Pursuant to Section 2271.002 of the Texas Government Code, Respondent certifies that either (i) it meets an exemption criteria under Section 2271.002; or (ii) it does not boycott Israel and will not boycott Israel during the term of the contract resulting from this solicitation. Respondent shall state any facts that make it exempt from the boycott certification in its Response.

**50. PERFORMANCE AND PAYMENT BONDS**

1. Vendor shall comply with bond thresholds stated below:

a) Performance Bond: The successful offeror, having satisfied all Conditions of award as set forth elsewhere in these documents, shall, within 30 days of award notice and prior to commencement of work, furnish a performance bond(s) in the amount of \$100,000, payable to Tom Green County, which can be renewed and enforced for each year of the contract. The vendor is responsible for the purchase of bonds at no cost to the County.

b) Payment Bond: The successful offeror, having satisfied all Conditions of award as set forth elsewhere in these documents, shall, within 30 days of award notice and prior to commencement of work, furnish a payment bond (s) in a penal sum of at least \$100,000 which secures the payment of all persons, firms or corporations to whom the vendor may become legally indebted for labor, materials, tools, equipment, or service, of any nature, employed or used by him in performing the work.



2. On each such bond the rate of premium shall be stated, together with the total amount of the premium charged. Bond(s) shall bear the date as a date subsequent to, the date of the contract, and not later than the 30<sup>th</sup> day after a contract is executed. The current power of attorney for the person who signs for any surety company shall be attached to such bond.

3. The failure of the Successful Offeror to supply the required bonds within thirty (30) days after the prescribed forms are presented for signature, or within such extended period as the COUNTY may grant based upon reasons determined adequately by the County, shall constitute a default, and the county may either award the contract to the next reasonable Offeror or re-advertise for proposals, and may charge against the Offeror the difference between the amount of the proposal and the amount for which a contract for the work is subsequently executed, irrespective of whether the amount thus due exceeds the amount of the proposal guarantee.

Checklist for Certifications and Documentation:

- \_\_\_\_ Proposal Bond
- \_\_\_\_ References
- \_\_\_\_ Vendor Compliance Form Certifications
- \_\_\_\_ Conflict of Interest Form (Filed if applicable)
- \_\_\_\_ Texas Ethics Commission Form 1295
- \_\_\_\_ Submission Affidavit

**\*SUBMISSION AFFIDAVIT MUST BE SIGNED, NOTORIZED, AND INCLUDED WITH PROPOSAL. FAILURE TO INCLUDE WILL DISQUALIFY SUBMISSION.**

**EXHIBIT A**

**VENDOR REFERENCES**

Please list at least three (3) companies or governmental agencies where the same or similar products and/or services as contained in this specification package were recently provided.

*THIS FORM MUST BE RETURNED WITH YOUR PROPOSAL.*

**Reference One**

Government/Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact Person and Title: \_\_\_\_\_  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_  
Contract Period: \_\_\_\_\_ Scope of Work: \_\_\_\_\_

**Reference Two**

Government/Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact Person and Title: \_\_\_\_\_  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_  
Contract Period: \_\_\_\_\_ Scope of Work: \_\_\_\_\_

**Reference Three**

Government/Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact Person and Title: \_\_\_\_\_  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_  
Contract Period: \_\_\_\_\_ Scope of Work: \_\_\_\_\_

**EXHIBIT B**

**VENDOR COMPLIANCE FORM CERTIFICATIONS**

(Page 1 of 11)

**INSURANCE**

I, \_\_\_\_\_, as a duly authorized representative of \_\_\_\_\_,  
(full name) (name of firm)

certify that evidence of required general liability, worker's compensation, and professional liability insurance for personnel assigned to the project and automobile insurance for any vehicles used for the project in the amounts in this RFB shall be provided to the issuer of this RFB within 10 calendar days of any Notice of Award.

**Insurance Requirements:**

**Workers' Compensation** – Statutory Amount

Employer's Liability - \$500,000.00

I furthermore certify that the company will provide workers' compensation insurance coverage for all "persons providing services on the project", including all entities for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commissioners' Division of Self-Insurance Regulation. Providing false or misleading information may subject the company to administrative penalties, criminal penalties, civil penalties or other civil actions. I hereby acknowledge that "persons providing services on the project" includes all persons or entities performing all or part of the services the company has undertaken to perform on the project, regardless of whether that person contracted directly with the company and regardless of whether that person has employees. This includes, without limitation, independent companies, contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity that furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor transportation, or other service related to the project. "Services" do not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

I furthermore acknowledge that failure to comply with any of these provisions is a breach of contract by the company which entitles Tom Green County to declare the contract void if the company does not remedy the breach within ten days after receipt of notice of breach from Tom Green County.

**Commercial General Liability**

Personal injury and property damage:

\$1,000,000.00 combined single limit each occurrence and

\$2,000,000.00 aggregate

**Business Automobile Liability for all vehicles**

Bodily Injury and property damage:

\$1,000,000.00 combined single limit any one accident

By signature on the Compliance Forms Signature Page, to the extent applicable, I certify the information provided here is true and correct.

☐ YES, I agree. ☐ NO, I do not agree.

Initial: \_\_\_\_\_

### **CIVIL RIGHTS COMPLIANCE**

#### **1. Nondiscrimination**

The Project Delivery Firm, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Project Delivery Firm shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 and Part 710.405(b) of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

#### **2. Solicitations for Subcontracts Including Procurement of Materials and Equipment**

In all solicitations either by competitive bidding or negotiation made by the Project Delivery Firm for work to be performed under a subcontract including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Project Delivery Firm of its obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, sex, or national origin.

By signature on the Compliance Forms Signature Page, to the extent applicable, I certify the information provided here is true and correct.

☐ **YES**, I agree. ☐ **NO**, I do not agree.

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### **HISTORICALLY UNDERUTILIZED BUSINESS CERTIFICATION**

A Proposer that has been certified as a Historically Underutilized Business (also known as a Minority/Women Business Enterprise or "MWBE" and all referred to in this form as a "HUB") is encouraged to indicate its HUB certification status when responding to this Proposal Invitation.

Please check (v) all that apply:

☐ I certify that my company has been certified as a HUB in the following categories:

☐ **Minority Owned Business**

☐ **Women Owned Business**

☐ **Service-Disabled Veteran Owned Business (veteran defined by 38 U.S.C. §101(2), who has a service-connected disability as defined by 38 U.S.C. § 101(16), and who has a disability rating of 20% or more as determined by the U. S. Department of Veterans Affairs or Department of Defense)**

**Certification Number:** \_\_\_\_\_

**Name of Certifying Agency:** \_\_\_\_\_

☐ My Company has **NOT** been certified as a HUB.

By signature on the Compliance Forms Signature Page, to the extent applicable, I certify the information provided here is true and correct.

---

**Initial:** \_\_\_\_\_

**RESIDENT/NONRESIDENT CERTIFICATION**

Chapter 2252, Subchapter A, of the Texas Government Code establishes certain requirements applicable to proposers who are not Texas residents. Under the statute, a “resident” proposer is a person whose principal place of business is in Texas, including a contractor whose ultimate parent company or majority owner has its principal place of business in Texas. A “nonresident” proposer is a person who is not a Texas resident. Please indicate the status of your company as a “resident” proposer or a “nonresident” proposer under these definitions.

Please check (v) one of the following:

☐ I certify that my company is a **Resident Proposer**.

☐ I certify that my company is a **Nonresident Proposer**.

If your company is a Nonresident Proposer, you must provide the following information for your resident state (the state in which your company’s principal place of business is located):

_____	_____	
Company Name	Address	
_____	_____	_____
City	State	Zip Code

A. Does your resident state require a proposer whose principal place of business is in Texas to under-price proposers whose resident state is the same as yours by a prescribed amount or percentage to receive a comparable contract?

☐ Yes      ☐ No

B. What is the prescribed amount or percentage? \$ \_\_\_\_\_ or \_\_\_\_\_ %

Initial: \_\_\_\_\_

### **NO BOYCOTT VERIFICATION**

A Texas governmental entity may not enter into a contract with a value of \$100,000 or more that is to be paid wholly or partly from public funds with a company (excluding a sole proprietorship) that has 10 or more full-time employees for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel and will not boycott Israel during the term of the contract (TEX. GOV'T CODE Ch. 2271), (2) does not boycott energy companies and will not boycott energy companies during the term of the contract (TEX. GOV'T CODE Ch. 2274 effective September 1, 2021), (3) or for any contract, does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of the contract against a firearm entity or firearm trade association (TEX. GOV'T CODE Ch. 2274 effective September 1, 2021). Accordingly, this certification form is included to the extent required by law.

"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. TEX. GOV'T CODE §808.001(1).

"Boycott energy company" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by Paragraph (A). TEX. GOV'T CODE §809.001(1) (effective September 1, 2021).

"Discriminate against a firearm entity or firearm trade association" means, (A) with respect to the entity or association, to: (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; and (B) does not include: (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (ii) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship: (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association. TEX. GOV'T CODE §2274.001(3) (effective September 1, 2021).

By signature on the Compliance Forms Signature Page, to the extent applicable, I certify and verify that Vendor does not boycott Israel, boycott energy companies, or discriminate against a firearm entity or firearm trade association and will not do so during the term of any contract awarded under this Bid/Proposal Invitation, that this certification is true, complete and accurate, and that I am authorized by my company to make this certification.

☐ YES, I agree. ☐ NO, I do not agree.

---

Initial: \_\_\_\_\_

### **PROHIBITION ON CONTRACTS WITH CERTAIN FOREIGN-OWNED COMPANIES**

Section 2274.0101 and 2274.0102 Sec. 2274.0101. 1) "Company means a sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations, that exists to make a profit. 2) "Critical infrastructure" means a communication infrastructure system, cybersecurity system, electric grid, and hazardous waste treatment system or water treatment facility. 3) "Cybersecurity" means the measures taken to protect a computer, computer network, computer system, or other technology infrastructure against unauthorized use or access. 4) "Designated country" means a country designated by the governor as a threat to critical infrastructure under Section 2274.0103. Sec. 2274.0102.

**PROHIBITED CONTRACTS.** a) A governmental entity may not enter into a contract or other agreement relating to critical infrastructure in this state with a company: (1) if, under the contract or other agreement, the company would be granted direct or remote access to or control of critical infrastructure in this state, excluding access specifically allowed by the governmental entity for product warranty and support purposes; and (2) if the governmental entity knows that the company is: (A) owned by or the majority of stock or other ownership interest of the company is held or controlled by: (i) individuals who are citizens of China, Iran, North Korea, Russia or a designated country; or (ii) a company or other entity, including a governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a designated country; or (B) headquartered in China, Iran, North Korea, Russia or a designated country. (b) The prohibition described in Subsection (a) applies regardless of whether: (1) the company's or its parent company's securities are publicly traded; or (2) the company or its parent company is listed on the public stock exchange as: (A) a Chinese, Iranian, North Korean, or Russian company; or (B) a company of a designated country.

By signature on the Compliance Forms Signature Page, to the extent applicable, I certify my company does not have any contracts with companies in China, Iran, North Korea, Russia or a designated country as described in Texas Government Code Section 2274.0101 and 2274.0102, or will provide immediate notification in writing of change of this status.

☐ YES, I agree. ☐ NO, I do not agree.

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### **NO EXCLUDED NATION OR FOREIGN TERRORIST ORGANIZATION CERTIFICATION**

Chapter 2252 of the Texas Government Code provides that a Texas governmental entity may not enter into a contract with a company engaged in active business operations with Sudan, Iran, or a foreign terrorist organization – specifically, any company identified on a list prepared and maintained by the Texas Comptroller under Texas Government Code §§806.051, 807.051, or 2252.153. (A company that the U.S. Government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition.)

By signature on the Compliance Forms Signature Page, I certify and verify that Vendor is not on the Texas Comptroller's list identified above; that this certification is true, complete and accurate; and that I am authorized by my company to make this certification.

☐ YES, I agree. ☐ NO, I do not agree.

---

Initial: \_\_\_\_\_



## **EDGAR VENDOR CERTIFICATION**

**(2 CFR Part 200 and Appendix II)**

When Tom Green County seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200 (sometimes referred to as the "Uniform Guidance" or new "EDGAR"). All Vendors submitting a Bid or Proposal must complete this EDGAR Certification Form regarding Vendor's willingness and ability to comply with certain requirements which may be applicable to specific County purchases using federal grant funds. See funding clause for source of funds.

For each of the items below, Vendor should certify Vendor's agreement and ability to comply, where applicable, by having Vendor's authorized representative check the applicable boxes, initial each page, and sign the Compliance Forms Signature Page. If you fail to complete any item in this form, the County will consider and may list the Vendor's response as "NO," the Vendor is unable or unwilling to comply. A "NO" response to any of the items may, if applicable, impact the ability of the County to purchase from the Vendor using federal funds.

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### **1. Vendor Violation or Breach of Contract Terms:**

Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 USC 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Provisions regarding Vendor default are included in the General Terms and Conditions, as well as all additional terms and conditions in issued Purchase Orders. The remedies under the Contract are in addition to any other remedies that may be available under law or in equity. By submitting a Proposal, you agree to these Vendor violation and breach of contract terms.

☐ **YES**, I agree. ☐ **NO**, I do not agree.

---

### **2. Termination for Cause or Convenience:**

For any County purchase or contract in excess of \$10,000 made using federal funds, you agree that the following term and condition shall apply:

The County may terminate or cancel any Purchase Order under this Contract at any time, with or without cause, by providing sixty (60) business days advance written notice to the Vendor. Tom Green County reserves the right to terminate upon breach of contract as allowed by law. If this Agreement is terminated in accordance with this Paragraph, the County shall only be required to pay Vendor for goods or services delivered to the County prior to the termination and not otherwise returned in accordance with Vendor's return policy. If the County has paid Vendor for goods or services not yet provided as of the date of termination, Vendor shall immediately refund such payment(s).

☐ **YES**, I agree. ☐ **NO**, I do not agree.

---

**Initial:** \_\_\_\_\_

### 3. Equal Employment Opportunity:

Except as otherwise provided under 41 CFR Part 60, all County purchases or contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR Part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Vendor agrees that such provision applies to County purchase or contract that meets the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 and Vendor agrees that it shall comply with such provision.

☐ YES, I agree. ☐ NO, I do not agree.

---

### 4. Davis-Bacon Act:

When required by Federal program legislation, Vendor agrees that, for County prime construction contracts/purchases in excess of \$2,000, Vendor shall comply with the Davis-Bacon Act (40 USC 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, Vendor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determinate made by the Secretary of Labor. In addition, Vendor shall pay wages not less than once a week.

Prevailing wage determinations will be addressed in the bid/proposal documents.

Vendor further agrees that it shall also comply with the Copeland “Anti-Kickback” Act (40 USC 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

☐ YES, I agree. ☐ NO, I do not agree.

---

### 5. Contract Work Hours and Safety Standards Act:

Where applicable, for County contracts or purchases in excess of \$100,000 that involve the employment of mechanics or laborers, Vendor agrees to comply with 40 USC 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 USC 3702 of the Act, Vendor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

The requirements of 40 USC 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

☐ YES, I agree. ☐ NO, I do not agree.

---

Initial: \_\_\_\_\_

**6. Right to Inventions Made Under a Contract or Agreement:**

If the County's Federal award meets the definition of "funding agreement" under 37 CFR 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance or experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Vendor agrees to comply with the above requirements when applicable.

☐ YES, I agree. ☐ NO, I do not agree.

---

**7. Clean Air Act and Federal Water Pollution Control Act:**

Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act (33 USC 1251-1387), as amended – Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act, as amended (33 USC 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

When required, Vendor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.

☐ YES, I agree. ☐ NO, I do not agree.

---

**8. Debarment and Suspension:**

Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Vendor certifies that Vendor is not currently listed on the government-wide exclusions in SAM, is not debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor further agrees to immediately notify the County if Vendor is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549.

☐ YES, I agree. ☐ NO, I do not agree.

---

**9. Byrd Anti-Lobbying Amendment:**

Byrd Anti-Lobbying Amendment (31 USC 1352) - Vendors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. As applicable, Vendor agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352).

☐ YES, I agree. ☐ NO, I do not agree.

---

Initial: \_\_\_\_\_

**10. Procurement of Recovered Materials:**

For County purchases utilizing Federal funds, Vendor agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as the County may require to confirm estimates and otherwise comply. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery, and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

☐ YES, I agree. ☐ NO, I do not agree.

---

**11. Domestic Preferences for Procurements:**

Where appropriate and consistent with law, 2 CFR §200.322 contains certain considerations for domestic preferences for procurements when using federal funds. Vendor agrees to provide such information or certification as may reasonably be requested by the County regarding Vendor's products, including whether goods, products, or materials are produced in the United States.

☐ YES, I agree. ☐ NO, I do not agree.

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**12. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment**

2 CFR §200.216 prohibits expending federal loan or grant funds to procure or obtain certain telecommunications and video surveillance services or equipment. To the extent applicable and when required by the County, Vendor agrees to provide such information or certification as may reasonably be requested by the County to confirm whether any telecommunications or video surveillance services or equipment provided by Vendor is covered equipment or covered services under 2 CFR §200.216.

☐ YES, I agree. ☐ NO, I do not agree.

---

**13. Profit as a Separate Element of Price:**

For purchases using federal funds in excess of the Simplified Acquisition Threshold, the County may be required to negotiate profit as a separate element of the price. See, 2 CFR 200.324(b). When required by the County, Vendor agrees to provide information and negotiate regarding profit as a separate element of the price for a particular purchase. However, Vendor agrees that the total price, including profit, charged by Vendor to the County shall not exceed the awarded pricing, including any applicable discount.

☐ YES, I agree. ☐ NO, I do not agree.

---

Initial: \_\_\_\_\_

## BYRD ANTI-LOBBYING CERTIFICATION

The undersigned certifies to the best of his/her knowledge and belief that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, including the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$11,000 and not more than \$110,000 for each such failure.

Please check the appropriate box:

\_\_\_\_\_ No non-federal funds have been used or are planned to be used for lobbying in connection with this application/award/contract.

Or

\_\_\_\_\_ Attached is Standard Form LLL, "Disclosure of Lobbying Activities," which describes the use (past or planned) of non-federal funds for lobbying in connection with this application/award/contract.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

By: \_\_\_\_\_  
or Print Name) (Title of Executing Official)

(Type

\_\_\_\_\_  
Executing Official) (Name of Organization/Applicant) (Signature of

**COMPLIANCE FORMS SIGNATURE PAGE**  
(Page 11 of 11)

By initialing pages and by signature below, I certify that I have reviewed the forms; that the information provided therein is true, complete, and accurate; and that I am authorized by my company to make all certifications, consents, acknowledgements, and agreements contained herein:

- Vendor Certifications
  - Insurance /Workers Compensation
  - Civil Rights Compliance
  - Historically Underutilized Business Certification
  - Resident/Nonresident Certification
  - No Boycott Verification
  - Prohibition On Contracts With Certain Foreign-Owned Companies
  - No Excluded Nation Or Foreign Terrorist Organization Certification
- EDGAR Vendor Certification

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Signature of Authorized Company Official

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Date

### **EXHIBIT C**

<b>CONFLICT OF INTEREST QUESTIONNAIRE</b> <b>For vendor doing business with local governmental entity</b>		<b>FORM CIQ</b>
<p><b>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</b></p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>		<b>OFFICE USE ONLY</b>  <div style="border: 1px solid black; height: 100px; width: 100%;"></div>
<b>1</b>	<b>Name of vendor who has a business relationship with local governmental entity.</b>  <div style="border: 1px solid black; height: 30px; width: 100%;"></div>	
<b>2</b>	<input type="checkbox"/> <b>Check this box if you are filing an update to a previously filed questionnaire.</b> (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)	
<b>3</b>	<b>Name of local government officer about whom the information is being disclosed.</b>  <div style="border: 1px solid black; height: 30px; width: 100%;"></div> <div style="text-align: center; font-size: small;">Name of Officer</div>	
<b>4</b>	<b>Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.</b>          <div style="margin-left: 40px;"> <p>A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <div style="display: flex; justify-content: space-around; margin-top: 10px;"> <input type="checkbox"/> Yes           <input type="checkbox"/> No         </div> <p>B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?</p> <div style="display: flex; justify-content: space-around; margin-top: 10px;"> <input type="checkbox"/> Yes           <input type="checkbox"/> No         </div> </div>	
<b>5</b>	<b>Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.</b>          	
<b>6</b>	<input type="checkbox"/> <b>Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).</b>	
<b>7</b>	<div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div style="width: 60%;">           Signature of vendor doing business with the governmental entity         </div> <div style="width: 35%; text-align: center;">           Date         </div> </div>	

## **CONFLICT OF INTEREST QUESTIONNAIRE**

### **For vendor doing business with local governmental entity**

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

**Local Government Code § 176.001(1-a):** "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

**Local Government Code § 176.003(a)(2)(A) and (B):**

- (a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

\*\*\*

- (2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

- (i) a contract between the local governmental entity and vendor has been executed;
- or

- (ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

**Local Government Code § 176.006(a) and (a-1)**

- (a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

- (a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

- (1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

- (2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.



## EXHIBIT D

<b>Form W-9</b> (Rev. October 2018) Department of the Treasury Internal Revenue Service	<b>Request for Taxpayer Identification Number and Certification</b> <b>► Go to <a href="http://www.irs.gov/FormW9">www.irs.gov/FormW9</a> for instructions and the latest information.</b>	<b>Give Form to the requester. Do not send to the IRS.</b>																																																		
<b>Print or type.</b> See Specific Instructions on page 3.	<b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.																																																			
	<b>2</b> Business name/disregarded entity name, if different from above																																																			
	<b>3</b> Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes. <div style="display: flex; justify-content: space-between;"><div><input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ <b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ► _____</div><div><input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate</div></div>																																																			
	<b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>																																																			
	<b>5</b> Address (number, street, and apt. or suite no.) See instructions.	<b>Requester's name and address (optional)</b>																																																		
<b>6</b> City, state, and ZIP code																																																				
<b>7</b> List account number(s) here (optional)																																																				
<b>Part I Taxpayer Identification Number (TIN)</b>																																																				
<p>Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i>, later.</p> <p><b>Note:</b> If the account is in more than one name, see the instructions for line 1. Also see <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter.</p>																																																				
<table border="1" style="width: 100%; border-collapse: collapse;"><tr><td colspan="10" style="text-align: center;"><b>Social security number</b></td></tr><tr><td style="width: 20%;"> </td><td style="width: 20%;"> </td><td style="width: 20%;"> </td><td style="width: 20%;"> </td><td style="width: 20%;"> </td><td style="width: 20%;"> </td><td style="width: 20%;"> </td><td style="width: 20%;"> </td><td style="width: 20%;"> </td><td style="width: 20%;"> </td></tr><tr><td colspan="10" style="text-align: center;"><b>or</b></td></tr><tr><td colspan="10" style="text-align: center;"><b>Employer identification number</b></td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr></table>			<b>Social security number</b>																				<b>or</b>										<b>Employer identification number</b>																			
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<b>Part II Certification</b>																																																				
<p>Under penalties of perjury, I certify that:</p> <ol style="list-style-type: none"><li>The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and</li><li>I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and</li><li>I am a U.S. citizen or other U.S. person (defined below); and</li><li>The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.</li></ol> <p><b>Certification instructions.</b> You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.</p>																																																				
<b>Sign Here</b>	Signature of U.S. person ►	Date ►																																																		
<b>General Instructions</b>																																																				
<p>Section references are to the Internal Revenue Code unless otherwise noted.</p> <p><b>Future developments.</b> For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to <a href="http://www.irs.gov/FormW9">www.irs.gov/FormW9</a>.</p> <p><b>Purpose of Form</b></p> <p>An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.</p> <ul style="list-style-type: none"><li>Form 1099-DIV (dividends, including those from stocks or mutual funds)</li><li>Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)</li><li>Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)</li><li>Form 1099-S (proceeds from real estate transactions)</li><li>Form 1099-K (merchant card and third party network transactions)</li><li>Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)</li><li>Form 1099-C (canceled debt)</li><li>Form 1099-A (acquisition or abandonment of secured property)</li></ul> <p>Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.</p> <p>If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.</p>																																																				
<div style="display: flex; justify-content: space-between;"><span>Cat. No. 10231X</span><span>Form <b>W-9</b> (Rev. 10-2018)</span></div>																																																				

**SUBMISSION AFFIDAVIT (pg.1 of 2)**

**RFP 22-027 “Adult Detention Food Service”**

Earliest Date Operational \_\_\_\_\_

**Prices for all items proposed,**

Total Number of meals served per food service (inclusive of inmates and staff)	<u>Cost per Meal</u>
--	----------------------

0-300-----	\$_____
------------	---------

301-350-----	\$_____
--------------	---------

351-400-----	\$_____
--------------	---------

401-500-----	\$_____
--------------	---------

501-600-----	\$_____
--------------	---------

600- above-----	\$_____
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\*Special pricing for holiday meals with unique County requests or specialty items may be agreed upon from time to time between the vendor and the County. The County retains the right to a “standard” holiday menu at the contract pricing at the County’s sole discretion.

Extra charge for trustee portion	\$_____
----------------------------------	---------

Extra charge for detention staff meal	\$_____
---------------------------------------	---------

**SUBMISSION AFFIDAVIT (pg.2 of 2)**

**The undersigned certifies that the submitted information contained in this bid have been carefully checked and are submitted as correct and final and if bid is accepted (within 90 days unless otherwise noted by vendor), agrees to furnish any and/or all items upon which prices are offered, at the price(s) and upon the conditions contained in the Specifications.**

STATE OF \_\_\_\_\_ COUNTY OF \_\_\_\_\_ BEFORE ME, the undersigned authority, a Notary Public in and for the State of \_\_\_\_\_, on this day personally appeared \_\_\_\_\_ who, after having first been duly sworn,

upon oath did depose and say;

That the foregoing bid submitted by \_\_\_\_\_ hereinafter called "Offeror" is the duly authorized agent of said company and that the person signing said proposal has been duly authorized to execute the same. Offeror 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 offeror, and that the contents of this proposal 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.

Respondent hereby assigns to purchaser any and all claims for overcharges associated with this Contract which arise under the antitrust laws of the United States, 15 USCA Section 1 et seq., and which arise under the antitrust laws of the State of Texas, Tex. Bus. & Com. Code, Section 15.01, et seq.

\_\_\_\_\_  
Printed Name of Vendor

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Signature of Vendor

\_\_\_\_\_  
Address of Vendor

\_\_\_\_\_  
Title

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
Email address

\_\_\_\_\_/\_\_\_\_\_  
Telephone Number / Fax Number

Subscribed and sworn to before me by \_\_\_\_\_ on this day of \_\_\_\_\_, 20\_\_\_\_.

Notary Public in and for the State of \_\_\_\_\_