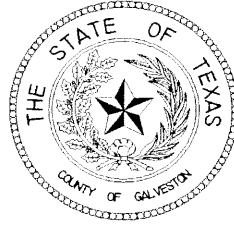


**GALVESTON COUNTY
PURCHASING DEPARTMENT**



REQUEST FOR PROPOSAL:

RFP #B132013

FOOD SERVICES FOR GALVESTON COUNTY JAIL

**PROPOSAL DUE DATE: OCTOBER 24, 2013
2:00 P.M.**

***Rufus Crowder, CPPO CPPB
Purchasing Agent
Galveston County
722 Moody (21st Street)
Fifth (5th) Floor
Galveston, Texas 77550
(409) 770-5372***

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FOOD SERVICES FOR GALVESTON COUNTY JAIL

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RFP #: B132013
OPEN: 10/24 /2013
2:00 PM

REQUEST FOR PROPOSAL FOOD SERVICES FOR GALVESTON COUNTY JAIL GALVESTON COUNTY, TEXAS

Sealed proposals in **sets of eight (8), one (1) original and seven (7) copies** will be received in the office of the County Purchasing Agent until **2:00 PM** on **10/24/2013** and opened immediately in that office in the presence of the County Auditor and the Purchasing Agent. Any proposal received after **2:00 PM** on the date specified will be returned unopened.

All proposals must be marked on the outside of the envelope:

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FOOD SERVICES FOR GALVESTON COUNTY JAIL

Proposers name, return address, and the enclosed label should be prominently displayed on the envelope. Pricing will be as shown in Request for Proposal.

*A **mandatory** pre-proposal conference is scheduled for Wednesday, October 2, 2013 at 10:00 AM in the Galveston County Purchasing Department located at 722 Moody (21st Street), Fifth (5th) Floor, Galveston, Texas 77550.*

Each proposal must be accompanied by a Certified Cashier's Check or acceptable Bidder's Bond in the amount of 5% of base bid as a guarantee that, if awarded the contract, within thirty (30) days from the date of bid opening, the bidder will enter into a contract and execute any required Performance and Payment Bond.

Specifications can be obtained on application at the office of the County Purchasing Agent, located in the Galveston County Courthouse, 722 Moody Avenue (21st Street), Fifth (5th) Floor, Galveston, Texas or [www.galvestoncountytexas.gov /Purchasing/Current Solicitation](http://www.galvestoncountytexas.gov/Purchasing/CurrentSolicitation).

Proposals will be either lump sum or unit prices as shown on the proposal sheet, if applicable. The net price will be delivered to Galveston County, including all freight or shipping charges. The County is tax exempt and no taxes should be included in your proposal.

Upon satisfaction of contractual terms (e.g., goods delivered in promised condition, services rendered as agreed, etc.), vendor is to be paid via Galveston County's normal accounts payable process.

Sealed proposals are to be delivered to the Galveston County Purchasing Agent, Galveston County Courthouse, 722 Moody Avenue (21st Street), Fifth (5th) Floor, Galveston, Texas 77550.

Commissioners' Court reserves the right to waive any informality and to reject any and all proposals and to accept the proposal or proposals which, in its opinion, is most advantageous to the County.

Rufus Crowder, CPPO CPPB
Galveston County
Purchasing Agent

**GENERAL PROVISIONS
FOOD SERVICES FOR GALVESTON COUNTY JAIL
GALVESTON COUNTY, TEXAS**

1. PROPOSAL PACKAGE

*The request for proposal, general and special provisions, drawings, specifications/line item details, contract documents and the proposal sheet are all considered part of the proposal package. Proposals must be submitted in **sets of eight (8), one (1) original and seven (7) copies** on the forms provided by the County, including the proposal sheet completed in its entirety and signed by an authorized representative by original signature. Failure to complete and sign the proposal sheet/contract page(s) may disqualify the proposal from being considered by Commissioners' Court. Any individual signing on behalf of the proposer expressly affirms that he or she is duly authorized to tender this proposal and to sign the proposal sheet/contract under the terms and conditions in this proposal. Proposer further understands that the signing of the contract shall be of no effect unless subsequently awarded and the contract properly executed by Commissioners' Court. All figures must be written in ink or typed. Figures written in pencil or with erasures are not acceptable. However, mistakes may be crossed out, corrections inserted, and initialed in ink by the individual signing the proposal. If there are discrepancies between unit prices quoted and extensions, the unit price will prevail. Each proposer is required to thoroughly review this entire proposal packet to familiarize themselves with the proposal procedures, the plans and specifications for the requested work as well as the terms, and conditions of the contract the successful proposer will execute with the County.*

2. COMPETITIVENESS AND INTEGRITY

To prevent biased evaluations and to preserve the competitiveness and integrity of such acquisition efforts, proposers are to direct all communications regarding this proposal to the Galveston County Purchasing Agent, unless otherwise specifically noted.

Do not contact the requesting department. Attempts by offering firms to circumvent this requirement will be viewed negatively and may result in rejection of the offer of the firm found to be in non-compliance.

All questions regarding this Request for Proposal must be submitted in writing to:
Rufus G. Crowder, CPPO CPPB, Purchasing Agent
722 Moody (21st Street)
Fifth(5th) Floor
Galveston, Texas 77550
Fax: (409) 621-7997
E-mail: rufus.crowder@co.galveston.tx.us

An authorized person from the submitting firm must sign all proposals. This signature acknowledges that the proposer has read the proposal documents thoroughly before submitting a proposal and will fulfill the obligations in accordance to the terms, conditions, and specifications.

Please carefully review this Request for Proposal. It provides specific information necessary to aid participating firms in formulating a thorough response.

3. PROPOSER'S RESPONSIBILITY

The Proposer must affirmatively demonstrate its responsibility. The Proposer must also meet the following minimum requirements:

1. have adequate financial resources or the ability to obtain such resources as required;
2. be able to comply with all federal, state, and local laws, rules, regulations, ordinances and orders regarding this Request for Proposal;
3. have a satisfactory record of performance;
4. have a satisfactory record of integrity and ethics;
5. be otherwise qualified and eligible to receive an award.

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4. TIME FOR RECEIVING PROPOSALS

Proposals may be submitted by postal mail or hand delivered to the reception desk of the Purchasing Department. Proposals will not be accepted by fax or electronic mail unless superseded by instruction(s) within the Request for Proposal document. Proposals must be received and time stamped by procurement staff in the Purchasing Department prior to the specified date and time on the bid notice. Late proposals will not be accepted and returned to the submitter unopened. Only the time designated by the "time stamp" issued by the Purchasing Department will determine whether the proposal was received at the proper time.

Proposals received prior to the submission deadline will be maintained unopened until the specified time for opening. If the proposer fails to identify the Proposal Number on the outside of the envelope as required, the Purchasing Agent will open the envelope for the sole purpose of identifying the bid number for which the submission was made. The envelope will then be resealed. No liability will attach to a County office or employee for the premature opening of a proposal. If you do not submit a bid, return this Invitation to Bid and state reason, otherwise your name may be removed from our mailing list.

5. PROPOSAL OPENING

Only the names of proposers will be read at the opening. The Purchasing Agent will examine proposals promptly and thoroughly. No proposal may be withdrawn for a period of sixty (60) calendar days of the proposal opening date.

6. COMMISSIONERS' COURT

No contract is binding on the County until it is properly placed on the Commissioners' Court agenda, approved in open Court, authorized to be executed by the County Judge, and fully executed by both parties.

Department head and elected officials are not authorized to enter into any type of agreement or contract on behalf of the County. Only the Commissioners' Court acting as a body may enter into a contract on behalf of and contractually bind the County. Additionally, department heads and elected officials are not authorized to agree to any type of supplemental agreements or contracts for goods or services. Supplemental agreements are subject to review by the County Legal Department prior to being accepted and signed by the County's authorized representative.

7. REJECTION OF PROPOSALS

The County, acting through its Commissioners' Court reserves the right to: (1) reject any and all proposals and waive any informality in the proposals received; (2) disregard the proposal of any proposer determined to be not responsible.

8. RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS

It is the responsibility of the prospective proposer to review the entire invitation to proposal packet and to notify the Purchasing Department if the specifications are formulated in a manner that would restrict competition or appear ambiguous. Any such protest or question(s) regarding the specifications or proposal procedures must be received in the Purchasing Department not less than seventy-two hours prior to the time set for proposal opening. Vendors are to proposal as specified herein or proposal an approved equal. The mention of any brand name in the specifications is not intended to be restrictive, but is intended to describe the general features and requirements (or equivalent) that Galveston County is seeking.

9. SUBSTITUTES

It is not the County's intent to discriminate against any materials of equal merit to those specified; however, should the proposer desire to use any substitutions, prior written approval shall be obtained from the County Purchasing Agent sufficiently in advance in order that an addendum might be issued.

10. EXCEPTIONS TO PROPOSAL

The proposer will list on a separate sheet of paper any exceptions to the conditions of the proposal. This sheet will be labeled, "Exceptions to Proposal Conditions", and will be attached to the proposal. If no exceptions are stated, it will be understood that all general and specific conditions will be complied with, without exception.

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The Proposer must specify in its proposal any alternatives it wishes to propose for consideration by the County. Each alternative should be sufficiently described and labeled within the proposal and should indicate its possible or actual advantage to the program being offered.

The County reserves the right to offer these alternatives to other proposers.

11. PRICING

Proposals will be either lump sum or unit prices as shown on the proposal sheet. The net price will be delivered to Galveston County, including all freight or shipping charges. The County is tax exempt and no taxes should be included in your proposal.

Cash discount must be shown on proposal, otherwise prices will be considered net. Unless prices and all information requested are complete, proposal may be disregarded and given no consideration.

In case of default by the contractor, the County of Galveston may procure the articles or services from other sources and may deduct from any monies due, or that may thereafter become due to the contractor, the difference between the price named in the contract of purchase order and the actual cost thereof to the County of Galveston. Prices paid by the County of Galveston shall be considered the prevailing market price at the time such purchase is made. Periods or performance may be extended if the facts as to the cause of delay justify such extension in the opinion of the Purchasing Agent and the Commissioners' Court.

12. PROCUREMENT CARD PROGRAM

The County of Galveston participates in a Procurement Card (P-Card) program that allows payments made to the vendor by credit card. This method normally results in substantially faster bill payments sometimes within three (3) to five (5) days of the actual transaction date. If your company will accept payment via credit card (Visa, MasterCard), please notate this in your proposal submittal.

13. TAX EXEMPTION

Pursuant to Section 151.309 of the Texas Tax Code, Galveston County qualifies for exemption from sales, excise and use taxes imposed under the Limited Sales, Excise, and Use Tax Act, which is codified at Chapter 151 of the Texas Tax Code. In accordance with Section 151.309, a taxable item sold, leased, or rented to, or stored, used, or consumed by the County is exempt from the taxes imposed under Chapter 151. Section 151.311 of the Texas Tax Code lists its requirements for tax exemptions on taxable items incorporated into or used for the improvement of realty of an exempt entity. Section 151.3111 lists its requirements for tax exemptions on certain services. Contractor is cautioned that this RFP provision simply highlights some statutory qualifying exemptions from the sales and use taxes imposed under Chapter 151. This provision is not a certificate of tax exemption. If Contractor believes all or a portion of its costs are exempt from taxes imposed under Chapter 151 of the Texas Tax Code, it may request a certificate of tax exemption by submitting a written request for such to the County Purchasing Agent. Additionally, information regarding eligibility for exemption from taxes imposed under Chapter 151 may be obtained through the Office of the State of Texas Comptroller of Public Accounts, whose website is <http://www.window.state.tx.us/>.

14. PASS THROUGH COST ADJUSTMENTS

Except in instances of extreme extenuating circumstances Vendor prices shall remain firm throughout the Contract period and any renewals. Examples of extreme extenuating circumstances include such situations as a nation wide rail strike, oil shortage, or oil embargos.

In extreme extenuating circumstances Vendors may be allowed to temporarily "pass through" additional costs they are forced to incur through no fault of their own. A request for a pass through cost increase will not be considered unless a Vendor's cost for his product exceeds 10% over the original cost for the product. Also, the increase in cost must be nationwide and consistent for a minimum period of sixty (60) days. If a Vendor thinks he will be asking for a pass

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through cost adjustment during the term of his contract the original cost of his product to him must be stated in Vendor's original proposal.

A request for a pass through cost does not guarantee that one will be granted. Vendors must submit such information on each request as is required by the County Purchasing Agent. The County Purchasing Agent will review each request on a case by case basis and determine the appropriateness of each request as well as amount and duration of increase. Vendors will not be permitted any additional compensation for mark-ups or profits based on the increase in price. Rather, such additional compensation will be limited to the actual increase in original cost to the Vendor as such increase is reflected by the original cost stated in the proposal. But in no event will the amount of additional compensation exceed 25% increase in Vendor's original cost for his product as such cost is reflected in Vendor's original proposal or the duration exceed a period of sixty (60) days. In addition, should, during the period of the pass through, cost return to normal or decrease to below pre pass through prices, appropriate downward adjustments will be made. No more than one pass through adjustment will be permitted per year.

15. MODIFICATION OF PROPOSALS

A proposer may modify a proposal by letter at any time prior to the submission deadline for receipt of proposals. Modification requests must be received prior to the submission deadline. Modifications made before opening time must be initialed by proposer guaranteeing authenticity. Proposals may not be amended or altered after the official opening with the single exception that any product literature and/or supporting data required by the actual specifications, if any, will be accepted at any time prior to the Commissioners' Court considering of same.

16. SIGNATURE OF PROPOSALS

Each proposal shall give the complete mailing address of the Proposer and be signed by an authorized representative by original signature with the authorized representative's name and legal title typed below the signature line. Each proposal shall include the Proposer's Federal Employer Identification Number (FEIN). Failure to sign the Contract page(s) and proposal response sheet will disqualify the proposal from being considered by the County. The person signing on behalf of the Proposer expressly affirms that the person is duly authorized to tender the proposal and to sign the proposal sheets and contract under the terms and conditions of this RFP and to bind the Proposer thereto and further understands that the signing of the contract shall be of no effect until it is properly placed on the Commissioners' Court agenda, approved in open Court, authorized to be executed by the County Judge, and fully executed by both parties.

17. AWARD OF PROPOSALS – EVALUATION CRITERIA AND FACTORS

The award will be made to the responsible proposer whose proposal is determined to be the best evaluated offer demonstrating the best ability to fulfill the requirements set forth in this Request for Proposal. The prices proposed will be considered firm and cannot be altered after the submission deadline. **The proposed cost to the County will be considered firm, unless the County invokes its right to request and best and final offer and cannot be altered after the submission deadline.**

Each proposer, by submitting a proposal, agrees that if their proposal is accepted by the Commissioners' Court, such proposer will furnish all items and services upon which prices have been tendered and upon the terms and conditions in this proposal and contract.

The contractor shall commence work only after the transmittal of a fully executed contract and after receiving written notification to proceed from Galveston County. The contractor will perform all services indicated in the proposal in compliance with this contract.

Neither department heads nor elected officials are authorized to sign any binding contracts or agreements prior to being properly placed on the Commissioners' Court Agenda and approved in open court. Department heads and other elected officials are not authorized to enter into any type of agreement or contract on behalf of Galveston County. Only the Commissioners' Court, acting as a body, may enter into a contract on behalf of the County. Additionally, department heads and other elected officials are not authorized to agree to any type of supplemental agreements or contracts for

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goods or services. Supplemental agreements are subject to review by the County Legal Department prior to being signed by the County's authorized representative.

The County of Galveston reserves the right to accept proposals on individual items listed, or group items, or on the proposal as a whole; to reject any and all proposals; to waive any informality in the proposals; and to accept the proposal that appears to be in the best interest of the County. In addition, the selection process may, however, include a request for additional information or an oral presentation to support the written proposal.

In determining and evaluating the best proposal, the pricing may not necessarily be controlling, but quality, equality, efficiency, utility, general terms, delivery, suitability of the service offered, and the reputation of the service in general use will also be considered with any other relevant items. The Commissioners' Court shall be the sole judge in the determination of these matters.

The County reserves the right to reject any or all proposals in whole or in part received by reason of this RFP and may discontinue its efforts under this RFP for any reason or no reason or solely for the County's convenience at any time prior to actual execution of the contract by the County.

A Proposer whose proposal does not meet the mandatory requirements set forth in this RFP will be considered noncompliant.

The invitation to submit a proposal which appears in the newspaper, or other authorized advertising mediums, these general provisions, specifications which follow, the proposal sheets, and any addenda issued are all considered part of the proposal.

Each Proposer, by submitting a proposal, agrees that if its proposal is accepted by the Commissioners' Court, such Proposer will furnish all items and services upon the terms and conditions in this RFP and contract.

Notice of contract award will be made within ninety (90) days of opening of proposals to the lowest responsive and responsible contractor, whose proposal complies with all the requirements in the Request for Proposals unless special consideration is granted by the Commissioners' Court.

Contractor shall submit to the County, for approval, within ten (10) days from notice of contract award, all Certificates of Insurance evidencing the required coverage as described under Insurance in the schedule of the Requests for Proposals.

The contractor shall not commence work under these terms and conditions of the contract until all applicable Certificates of Insurance, Performance and Payment Bonds, and Irrevocable Letter of Credit (if required) have been approved by the County of Galveston and he/she has received notice to proceed in writing and an executed copy of the contract from the County of Galveston Purchasing Agent.

18. DISPUTE AFTER AWARD

Any actual or prospective Proposer who is allegedly aggrieved in connection with the solicitation of this RFP or award of a contract resulting therefrom may protest. The protest will be submitted in writing to the Purchasing Agent within seven (7) calendar days after such aggrieved person knows of or should have known of the facts giving rise thereto. If the protest is not resolved by mutual agreement, the Purchasing Agent will promptly issue a decision in writing to the protestant. If the protestant wishes to appeal the decision rendered by the Purchasing Agent, such appeal must be made to the Commissioners' Court through the Purchasing Agent. The decision of the Commissioners' Court will be final. The Commissioners' Court need not consider protests until the procedure is followed.

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19. PUBLIC INFORMATION ACT

The parties agree that the County is a governmental body for purposes of the Public Information Act, codified as Chapter 552 of the Texas Government Code and as such is required to release information in accordance with the Public Information Act. Proposer agrees that it has marked any information that it considers to be confidential, proprietary, and/or trade secret in its bid. County agrees to provide notice to Proposer in accordance with the Public Information Act in the event the County receives a request for information under the Public Information Act for information that the Proposer has marked as confidential, proprietary, and/or trade secret.

20. RESULTANT CONTRACT

The resultant contract shall become effective upon the Commissioners' Court execution of the same. The contract documents shall consist of the contract, the general and special provisions, the drawings, proposal package, any addenda issued, and any change orders issued during the work. If applicable to the attached bid/proposal, bidder/proposer must sign three (3) original contracts and return with their bid/proposal submittal.

The Criteria utilized for determining responsibility of proposer(s) includes, but is not limited to, the proposer's experience, skill, ability, business judgment, financial capacity, integrity, honesty, possession of the necessary facilities or equipment, previous performance, reputation, promptness, and any other factor deemed relevant by the County. The proposers shall furnish any information requested by the County in order for the County to determine whether a proposer is responsible.

21. CONTRACT TERM

The term of the resultant contract will begin on the date of execution by the Commissioners' Court and will terminate on the date specified in the resultant contract unless terminated earlier as herein set forth.

22. TERMINATION FOR DEFAULT

Failure of either party in the performance of any of the provisions of this contract shall constitute a breach of contract, in which case, either party may require corrective action within ten (10) days from date of receipt of written notice citing the exact nature of such breach. Failure of the party being notified to take corrective action within the prescribed ten (10) days, or failure to provide written reply of why no breach has occurred, shall constitute a Default of Contract.

All notices relating to default by Proposer of the provisions of the contract shall be issued by County by its Legal Department, and all replies shall be made in writing to the County Legal Department. Notices issued by or issued to anyone other than the County Legal Department shall be null and void and shall be considered as not having been issued or received.

Galveston County reserves the right to enforce the performance of this contract in any manner prescribed by law in the event of breach or default of this contract, and may contract with another party, with or without solicitation of bids or proposals or further negotiations. At a minimum, Proposer shall be required to pay any difference in service or materials, should it become necessary to contract with another source, plus reasonable administrative costs and attorney fees.

In the event of Termination for Default, Galveston County, its agents or representatives shall not be liable for loss of any profits anticipated to be made by Proposer.

No waiver by either party of any event of default under this agreement shall operate as a waiver of any subsequent default under the terms of this agreement.

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County reserves the right to terminate this contract immediately in the event Proposer:

- Fails to meet delivery or completion schedules;
- Fails to otherwise perform in accordance with the accepted proposal and the contract

23. TERMINATION FOR CONVENIENCE

County may terminate this contract upon at least thirty (30) days prior written notice for its convenience or for any reason deemed by the County to serve the public interest. County may terminate this contract upon thirty (30) days prior written notice for any reason resulting from any governmental law, order, ordinance, regulations, or court order. In no event shall County be liable for loss of any profits anticipated to be made hereunder by Proposer should this contract be terminated early.

24. FORCE MAJEURE

If by reason of force Majeure either Party shall be rendered unable, wholly or in part, to carry out its responsibilities under this contract by any occurrence by reason of force Majeure, then the Party unable to carry out its responsibility shall give the other Party notice and full particulars of such force Majeure in writing within a reasonable time after the occurrence of the event, and such notice shall suspend the Party's responsibility for the continuance of the forced Majeure claimed, but for no longer period.

Force Majeure means acts of God, floods, hurricanes, tropical storms, tornadoes, earthquakes, or other natural disasters, acts of a public enemy, acts of terrorism, sovereign conduct, riots, civil commotion, strikes or lockouts, and other causes that are not occasioned by either Party's conduct which by the exercise of due diligence the Party is unable to overcome and which substantially interferes with operations.

25. ESTIMATED QUANTITIES

Any reference to quantities shown in the Request for Proposals are an estimate only. Since the exact quantities cannot be predetermined, the County reserves the right to adjust quantities as deemed necessary to meet its requirements.

26. CONTRACTOR INVESTIGATION

Before submitting a proposal, each contractor shall make all investigations and examinations necessary to ascertain all site conditions and requirements affecting the full performance of the contract and to verify any representations made by the County upon which the contractor will rely. If the contractor receives an award as a result of its proposal submission, failure to have made such investigations and examinations will in no way relieve the contractor from its obligation to comply in every detail with all provisions and requirements of the contract, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim whatsoever by the contractor for additional compensation.

27. NO COMMITMENT BY COUNTY OF GALVESTON

This Request for Proposal does not commit the County of Galveston to award any costs or pay any costs, or to award any contract, or to pay any costs associated with or incurred in the preparation of a proposal to this request, or to procure or contract for services or supplies.

28. BEST AND FINAL OFFERS

In acceptance of proposals, the County of Galveston reserves the right to negotiate further with one or more of the contractors as to any features of their proposals and to accept modifications of the work and price when such action will be in the best interest of the County. This includes solicitation of a Best and Final Offer from one or more of the proposers. If invoked, it allows acceptable proposers the opportunity to amend, change or supplement their original proposal. Proposers may be contacted in writing requesting that they submit their best and final offer. Any such best and final offer must include discussed and negotiated changes.

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29. SINGLE PROPOSAL RESPONSE

If only one proposal is received in response to the Request for Proposals, a detailed cost proposal may be requested of the single contractor. A cost/price analysis and evaluation and/or audit may be performed of the cost proposal in order to determine if the price is fair and reasonable.

30. REJECTION/DISQUALIFICATION OF PROPOSALS

Galveston County reserves the right to reject any or all proposals in whole or in part received by reason of this proposal package and may discontinue its efforts for any reason under this proposal package at any time prior to actual execution of the Contract by the County. Proposers may be disqualified and rejection of proposals may be recommended to the Commissioners' Court for any of (but not limited to) the following causes:

- A. Failure to use the proposal form (s) furnished by the County, if applicable.
- B. Lack of signature by an authorized representative that can legally bind the company on the proposal form.
- C. Failure to properly complete the proposal.
- D. Proposals that do not meet the mandatory requirements.
- E. Evidence of collusion among proposers.

31. CHANGES IN SPECIFICATIONS

If it becomes necessary to revise any part of this proposal, a written notice of such revision will be provided to all proposers in the form of addenda. The County is not bound by any oral representations, clarifications, or changes made in the written specifications by the County's employees, unless such clarification or change is provided to proposers in a written addendum from the Purchasing Agent.

The County of Galveston reserves the right to revise or amend the specifications up to the time set for opening of proposals. Such revisions and amendments, if any, shall be announced by amendments to the solicitation. Copies of such amendments shall be furnished to all prospective contractors. Prospective contractors are defined as those contractors listed on the County's Request for Proposal list for this material/service or who have obtained his documents subsequent to the advertisement. If revisions and amendments require changes in quantities or prices proposed, or both, the date set for opening of proposals may be postponed by such number of days as in the opinion of the County shall enable contractors to revise their proposals. In any case, the proposal opening shall be at least five working days after the last amendment; and the amendment shall include an announcement of the new date if applicable, for the opening or proposals.

32. PROPOSAL IDEAS AND CONCEPTS

The County reserves to itself the right to adopt or use for its benefit, any concept, plan, or idea contained in any proposal.

33. PROPOSAL DISCLOSURES

The names of those who submitted proposals will not be made public information until after an award is made by Commissioners' Court. No price or staffing information will be released. Proposers are requested to withhold all inquiries regarding their proposal or other submissions until after an award is made. No communication is to be had with any County employee, other than the Purchasing Agent, regarding whether a proposal was received. Violations of this provision may result in the rejection of a proposal.

34. PROTEST

Any actual or prospective proposer who is allegedly aggrieved in connection with the solicitation or award of proposal may protest. The protest will be submitted in writing to the Purchasing Agent within seven days after such aggrieved person knows of, or should have known of the facts giving rise thereto. If the protest is not resolved by mutual agreement, the Purchasing Agent will promptly issue a decision in writing to the protestant. If the protestant wishes to appeal the decision rendered by the Purchasing Agent, such appeal must be made to the Commissioners' Court through the Purchasing Agent. The decision of the Court will be final. The Court need not consider protests unless the procedure is followed.

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35. WITHDRAWAL OF PROPOSAL

Proposers may request withdrawal of a sealed proposal prior to the scheduled proposal opening time provided the request for withdrawal is submitted to the Purchasing Agent in writing. No proposals may be withdrawn for a period of sixty (60) calendar days after opening of the proposals.

36. INDEMNIFICATION

The contractor shall agree to assume all risks and responsibility for, and agrees to indemnify, defend, and save harmless, the County of Galveston, its elected and appointed officials and department heads, and its agents and employees from and against all claims, demands, suits, actions, recoveries, judgments, and costs and expenses including reasonable attorney's fees for the defense thereof in connection therewith on account of the loss of life, property or injury or damage to the person which shall arise from contractor's operations under this contract, its use of County facilities and/or equipment or from any other breach on the part of the contractor, its employees, agents or any person(s) in or about the County's facilities with the expressed or implied consent of the County. Contractor shall pay any judgment with cost which may be obtained against Galveston County resulting from contractor's operations under this contract.

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

37. PROOF OF INSURANCE

Successful proposer agrees to keep in full force and effect, a policy of public liability and property damage insurance issued by a casualty company authorized to do business in the State of Texas, and in standard form approved by the Board of Insurance Commissioners' of the State of Texas, with coverage provision insuring the public from any loss or damage that may arise to any person or property by reason of services rendered by successful proposer and providing that the amount by reason of services limits of not less than the following sums:

- A. For damages arising out of bodily injury to or death of one person in any one accident - ONE HUNDRED THOUSAND AND NO/100 (\$100,000.00) DOLLARS.
- B. For damages arising out of bodily injury to or death of two or more persons in any one accident - THREE HUNDRED THOUSAND AND NO/100 (\$300,000.00) DOLLARS.
- C. For any injury to or destruction of property in any one accident - ONE HUNDRED THOUSAND AND NO/100 (\$100,000.00) DOLLARS.

Successful proposer shall carry in full force Workers' Compensation Insurance Policy(ies), if there is more than one employee, for all employees, including but not limited to full time, part time, and emergency employees employed by the successful proposer. Current insurance Certificates certifying that such policies as specified above are in full force and effect shall be furnished by successful proposer to the County.

Insurance is to be placed with insurers having a Best rating of no less than A. The Proposer shall furnish the County with certificates of insurance and original endorsements affecting coverage required by these insurance clauses within ten (10) business days of execution of this contract. The certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. The Proposer shall be required to submit annual renewals for the term of this contract prior to expiration of any policy.

In addition to the remedies stated herein, the County has the right to pursue other remedies permitted by law or in equity.

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The County agrees to provide Proposer with reasonable and timely notice of any claim, demand, or cause of action made or brought against the County arising out of or related to utilization of the property. Proposer shall have the right to defend any such claim, demand, or cause of action at its sole cost and expense and within its sole and exclusive discretion. The County agrees not to compromise or settle any claim or cause of action arising out of or related to the utilization of the property without the prior written consent of the Proposer.

In no event shall the County be liable for any damage to or destruction of any property belonging to the Proposer.

Galveston County shall be listed as the additional insured on policy certificates and shall be notified of any changes to the policy during the contractual period.

38. PATENT AND COPYRIGHT PROTECTION

The Proposer agrees at its sole expense to protect the County from claims involving infringement of patents or copyrights.

39. CONFLICT OF INTEREST DISCLOSURE REPORTING

Proposer may be required under Chapter 176 of the Texas Local Government Code to complete and file a conflict of interest questionnaire (CIQ Form). If so, the completed CIQ Form must be filed with the County Clerk of Galveston County, Texas.

If Proposer has an employment or other business relationship with an officer of Galveston County or with a family member of an officer of Galveston County that results in the officer or family member of the officer receiving taxable income that exceeds \$2,500.00 during the preceding 12-month period, then Proposer **MUST** complete a CIQ Form and file the original of the CIQ Form with the County Clerk of Galveston County.

If Proposer has given an officer of Galveston County or a family member of an officer of Galveston County one or more gifts with an aggregate value of more than \$250.00 during the preceding 12-months, then Proposer **MUST** complete a CIQ Form and file the original of the CIQ Form with the County Clerk of Galveston County.

The Galveston County Clerk has offices at the following locations:

Galveston County Clerk
Galveston County Justice Center, Suite 2001
600 59th Street
Galveston, Texas 77551

Galveston County Clerk
North County Annex, 1st Floor
174 Calder Road
League City, Texas 77573

Again, if Proposer is required to file a CIQ Form, the original completed form is filed with the Galveston County Clerk (**not the Purchasing Agent**).

For Proposer's convenience, a blank CIQ Form is enclosed with this proposal. Blank CIQ Forms may also be obtained by visiting the Galveston County Clerk's website and/or the Purchasing Agent's website – both of these web sites are linked to the Galveston County homepage, at <http://www.co.galveston.tx.us>.

As well, blank CIQ Forms may be obtained by visiting the Texas Ethics Commission website, specifically at http://www.ethics.state.tx.us/whatsnew/conflict_forms.htm.

Chapter 176 specifies deadlines for the filing of CIQ Forms (both initial filings and updated filings).

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It is Proposer's sole responsibility to file a true and complete CIQ Form with the Galveston County Clerk if Proposer is required to file by the requirements of Chapter 176. Proposer is advised that it is an offense to fail to comply with the disclosure reporting requirements dictated under Chapter 176 of the Texas Local Government Code.

If you have questions about compliance with Chapter 176, please consult your own legal counsel. Compliance is the individual responsibility of each person, business, and agent who is subject to Chapter 176 of the Texas Local Government Code.

40. ENTIRETY OF AGREEMENT AND MODIFICATION

This contract contains the entire agreement between the parties. Any prior agreement, promise, negotiation or representation not expressly set forth in this contract has no force or effect. Any subsequent modification to this contract must be in writing, signed by both parties.

An official representative, employee, or agent of the County does not have the authority to modify or amend this contract except pursuant to specific authority to do so granted by the Galveston County Commissioners' Court.

41. NON-COLLUSION AFFIDAVIT

The contractor declares, by signing and submitting a proposal, that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the contractor has not directly or indirectly induced or solicited another contractor to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any contractor or anyone else to put in a sham proposal, of that anyone shall refrain from bidding; that the contractor has not in any manner, directly or indirectly, sought by agreement, communications, or conference with anyone to fix the proposal price of the contractor of any other bidder, or to fix any overhead, profit or cost element of the proposal price, or of that of any other contractor, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the proposal are true; and further, that the contractor has not, directly or indirectly, submitted his or her proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any cooperation, partnership, company association, organization, proposal depository, or to any member or agent thereof to effectuate a collusive or sham proposal.

No negotiations, decisions, or actions shall be initiated by any company as a result of any result of any verbal discussion with any County employee prior to the opening of responses to this Request for Proposal.

No officer or employee of the County of Galveston, and no other public or elected official, or employee, who may exercise any function or responsibilities in the review or approval of this undertaking shall have any personal or financial interest, direct or indirect, in any contract or negotiation process thereof. The above compliance request will be part of all County of Galveston contracts for this service.

42. SOVEREIGN IMMUNITY

The County specifically reserves any claim it may have to sovereign, qualified, or official immunity as a defense to any action arising in conjunction with this contract.

43. MERGERS, ACQUISITIONS

The Proposer shall be required to notify the County of any potential for merger or acquisition of which there is knowledge at the time that a proposal is submitted.

If subsequent to the award of any contract resulting from this RFP the Proposer shall merge or be acquired by another firm, the following documents must be submitted to the County.

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1. Corporate resolutions prepared by the awarded Proposer and the new entity ratifying acceptance of the original contract, terms, conditions and prices;
2. New Proposer's Federal Identification Number (FEIN); and
3. New Proposer's proposed operating plans.

Moreover, Proposer is required to provide the County with notice of any anticipated merger or acquisition as soon as Proposer has actual knowledge of the anticipated merger or acquisition. The New Proposer's proposed plan of operation must be submitted prior to merger to allow time for submission of such plan to the Commissioners' Court for its approval.

44. DELAYS

The County reserves the right to delay the scheduled commencement date of the contract if it is to the advantage of the County. There shall be no additional costs attributed to these delays should any occur. Proposer agrees it will make no claims for damages, for damages for lost revenues, for damages caused by breach of contract with third parties, or any other claim by Proposer attributed to these delays, should any occur. In addition, Proposer agrees that any contract it enters into with any third party in anticipation of the commencement of the contract will contain a statement that the third party will similarly make no claim for damages based on delay of the scheduled commencement date of the contract.

45. ACCURACY OF DATA

Information and data provided through this RFP are believed to be reasonably accurate.

Proposer may tour the Station to verify information and data. Please contact the County Purchasing Agent to arrange to visit the Station.

46. SUBCONTRACTING/ASSIGNMENT

Proposer shall not assign, sell, or otherwise transfer its contract in whole or in part without prior written permission of Commissioners' Court. Such consent, if granted, shall not relieve the Proposer of any of its responsibilities under this contract.

47. INDEPENDENT CONTRACTOR

Proposer expressly acknowledges that it is an independent contractor. Nothing in this agreement is intended nor shall be construed to create an agency relationship, an employer/employee relationship, a joint venture relationship, or any other relationship allowing County to exercise control or direction over the manner or method by which Proposer or its subcontractors perform in providing the requirements stated in the Request for Proposal.

48. MONITORING PERFORMANCE

The County shall have the unfettered right to monitor and audit the Proposer's work in every respect. In this regard, the Proposer shall provide its full cooperation and insure the cooperation of its employees, agents, assigns, and subcontractors. Further, the Proposer shall make available for inspection and/or copying when requested, original data, records, and accounts relating to the Proposer's work and performance under this contract. In the event any such material is not held by the Proposer in its original form, a true copy shall be provided.

49. COUNTY'S RIGHT TO INSPECT

The County reserves the right to inspect the service provider's contracts with its suppliers before making an award, for the purpose of ascertaining whether the service provider has the necessary operational systems in place for performing this contract. The County may also consult with clients of the service provider during the evaluation of proposals. Such consultation is intended to assist the County in making a contract award which is most advantageous to the County.

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50. BID/PROPOSAL BOND – PERFORMANCE GUARANTY

Each bidder will be required to furnish with their bid a Cashier's or Certified Check from any bank authorized to do business within the State of Texas or an acceptable Bidder's Bond for the sum of 5% of the total highest bid payable to the County of Galveston. The Bid Bond must be executed with a surety company authorized to do business within the State of Texas. Certified checks or bid bonds will be returned to the unsuccessful bidder(s) and to the successful bidder on the completion of all contract documents and the furnishing of any necessary payment bonds and insurance certificates.

The bid bond or check will be forfeited to the County as liquidated damages should the successful bidder fail to give the required payment and performance bonds and insurance certificates and execute the contract with the said County within thirty (30) days after receiving notice of acceptance of its bid.

51. PERFORMANCE AND PAYMENT BOND(S)

Public Works Contracts

V.T.C.A., Government Code Chapter 2253, requires a Performance Bond (for contracts in the excess of \$100,000) and a Payment Bond (for contracts in excess of \$25,000), to be provided by the Contractor. Each bond required shall be equal to the total contract price and shall be issued by a satisfactory surety company. The bond(s) will remain in full force and effect until final completion and acceptance of the work.

Bidders should familiarize themselves with the entire provisions of V.T.C.A., Chapter 2253 and the penalties provided for its violation before submitting their bid.

The bond(s) are to be made payable to the County of Galveston. They shall be written on forms provided by the surety for public works projects in Texas. A surety licensed to do business in the state of Texas must execute the bond.

52. PERFORMANCE GUARANTY

In accordance with Section 262.032(b) of the Texas Local Government Code, if a contract exceeds \$50,000, within 30 days after the date of signing a contract or the issue of a purchase order, the service provider shall furnish a performance bond to the County for the full amount of the contract. The performance guaranty shall be effective for the entire contract period. The performance guaranty shall be in the form of a performance bond from a surety company authorized to do business in the State of Texas, a certified check or cashier's check, or an irrevocable letter of credit from a bank authorized to do business within the State of Texas, approved by and payable to the County of Galveston.

53. PROCUREMENT ETHICS

Galveston County is committed to the highest ethical standards. Therefore, it is a serious breach of the public trust to subvert the public purchasing process by directing purchases to certain favored vendors, or to tamper with the competitive bidding process, whether it's done for kickbacks, friendship or any other reason. Since misuse of the purchasing power of a local government carries criminal penalties, and many such misuses are from a lack of clear guidelines about what constitutes an abuse of office, the Code of Ethics outlined below must be strictly followed.

Galveston County also requires ethical conduct from those who do business with the county.

CODE OF ETHICS – Statement of Purchasing Policy

"Public employment is a public trust. It is the policy of Galveston County to promote and balance the objective of protecting the county's integrity and the objective of facilitating the recruitment and retention of personnel needed by Galveston County. Such policy is implemented by prescribing essential standards of ethical conduct without creating unnecessary obstacles to entering public office.

Public employees must discharge their duties impartially so as to assure fair competitive access to governmental procurement by responsible contractors. Moreover, they should conduct themselves in such a manner as to foster public confidence in the integrity of the Galveston County procurement organization.

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To achieve the purpose of the Article, it is essential that those doing business with Galveston County also observe the ethical standards prescribed here.”

General Ethical Standards

It shall be a breach of ethics to attempt to realize personal gain through public employment with Galveston County by any conduct inconsistent with the proper discharge of the employee’s duties.

It shall be a breach of ethics to attempt to influence any public employee of Galveston County to breach the standards of ethical conduct set forth in this code.

It shall be a breach of ethics for any employee of Galveston County to participate directly or indirectly in a procurement when the employee knows that:

- The employee or any member of the employee’s immediate family, has a financial interest pertaining to the procurement
- A business or organization in which the employee, or any member of the employee’s immediate family, has a financial interest pertaining to the procurement
- Any other person, business or organization with which the employee or any member of the employee’s immediate family is negotiating or has an arrangement concerning prospective employment is involved in the procurement.

Gratuities

It shall be a breach of ethics to offer, give or agree to give any employee of Galveston County, or for any employee or former employee of Galveston County to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before this government.

Kickbacks

It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Galveston County, or any person associated therewith, as an inducement for the award of a subcontract or order.

Contract Clause

The prohibition against gratuities and kickbacks prescribed above shall be conspicuously set forth in every contract and solicitation by Galveston County.

Confidential Information

It shall be a breach of ethics for any employee or former employee of Galveston County to knowingly use confidential information for actual or anticipated personal gain, or for the actual or anticipated gain of any person.

54. EMPLOYMENT VERIFICATION

The Immigration Reform and Control Act (IRCA) of 1986 prohibit contractors from knowingly hiring illegal workers. Accordingly, Contractors and Subcontractors must collect information regarding an employee’s identity and employment eligibility and document that information on Form I-9. In addition, Contractors and Subcontractors will be required to utilize E-Verify to verify that the information their employees provided was valid or that the documents presented were genuine. Contractors and Subcontractors shall also be required to keep a record on each employee showing compliance with this requirement. The records shall be open at all reasonable hours to inspection by the Galveston County Wage Compliance Officer. Each violation of this requirement shall result in the Contractor and/ or

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Subcontractor paying the County the amount of \$60.00 for each employee employed for each calendar day or part of the day that the Contractor or Subcontractor failed to comply with the requirements of this general condition.

55. CERTIFICATION REGARDING DEBARMENT, SUSPENSION INELIGIBILITY, AND VOLUNTARY EXCLUSION

By submission of its proposal, proposer certifies that it is not ineligible for participation in federal or state assistance program under Executive Order 12549, "Debarment and Suspension." Proposer further agrees to include this certification in all contracts between itself and any subcontractors in connection with services performed under this contract. Proposer also certifies that it shall notify Galveston County in writing immediately if contractor is not in compliance with Executive Order 12549 during the term of this contract. Proposer agrees that it shall refund Galveston County for any payments made to it while ineligible.

56. NOTICE

All notices or other communications required or permitted under this contract shall be in writing and shall be deemed to have been duly given if delivered personally in hand, transmitted by facsimile, or mailed certified mail, return receipt requested with proper postage affixed and addressed to the appropriate party at the following address or such other address as may be given in writing to the parties:

To the County at:

Hon. Mark A. Henry, County Judge
722 Moody
Second Floor
Galveston, Texas 77550
Fax: (409) 765-2653

With copies to:

Rufus G. Crowder, CPPO CPPB
Purchasing Agent
722 Moody, Fifth Floor
Galveston, Texas 77550
Fax: (409) 621-7987

Bob Boemer
Director of County Legal
722 Moody, Fifth Floor
Galveston, Texas 77550
Fax: (409) 770-5560

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SPECIAL NOTE:

The Special Provision section of this Request for Proposal solicitation and the exhibits attached herein are made a part of the entire agreement between the parties with respect to the subject matter of the Request for proposal and Resultant Contract Agreement, and supersede the General Provisions, any prior negotiations, agreements and understandings with respect thereto.

I. PROJECT OVERVIEW

A. Introduction

The County of Galveston is requesting proposals for the provision of food services for the Galveston County Jail located at 5700 Ave H, Galveston, Texas. These services are to be provided in compliance with all applicable state and federal standards relating to food services in jails.

This Request for Proposal (RFP) is issued in accordance with the Texas Local Government Code 262.023. It is a process by which the County makes a selection of a provider of services.

It is the intent of the County to award a food services contract for a period of three (3) years beginning October 1, 2013. The County may extend the contract on a year to year basis for up to two (2) additional one-year periods, provided such extension is in the best interest of the County.

B. Description of the Facility

The Galveston County Jail is a minimum, medium, and maximum security facility located at 5700 Avenue H, Galveston, Texas. The Facility was opened in July, 2006. The Galveston County Jail contains 1187 beds.

C. Expected Number of Meals Required

The following information is provided to assist prospective service providers in projecting the expected number of meals required. The annual meals served have been as follows:

<u>2010/2011</u>	
Number of inmate meals:	1,081,862
Number of staff meals:	96,500
<u>2011/2012</u>	
Number of inmate meals:	985,140
Number of staff meals:	96,550

II. PROCUREMENT PROCESS

A. Proposal Submission

An original and seven (7) exact duplicate copies of the proposal with an original signature on both contract portions of the original must be submitted no later than **2:00 P.M. on October 24, 2013.**

Rufus Crowder, CPPO CPPB
Purchasing Agent
County of Galveston
722 Moody (21st Street)
Fifth (5th) Floor
Galveston, Texas 77550

Hand-delivered proposals will be received at the office of the Galveston County Purchasing Agent listed above. **PROPOSALS RECEIVED AFTER 2:00 PM ON THE DATE SPECIFIED ABOVE WILL NOT BE ACCEPTED AND WILL BE RETURNED UNOPENED.**

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Proposals shall be submitted on the forms provided by the County. All figures must be written in ink or typewriter. Figures written in pencil or erasures are not acceptable. However, mistakes may be crossed out, corrections inserted and initialed in ink by the person signing the proposal. All proposals must be signed on the Contract page(s) where indicated by persons who are properly authorized representatives of the service provider. Signatures must be handwritten and in ink.

B. Mandatory Pre-Proposal Conference

A **mandatory** pre-proposal conference is scheduled for **Wednesday, October 2, 2013 at 10:00 a.m.** in the Galveston County Purchasing Department, located at the Galveston County Courthouse, 722 Moody (21st Street), Fifth (5th) Floor, Galveston, Texas, 77550.

Attendance at this conference by all prospective service providers is **mandatory**. Service providers planning to attend should advise the Purchasing Agent's office via e-mail Rufus.Crowder@co.galveston.tx.us or by fax (409)621-7997. Please submit the name, social security number, and date of birth for all attendees so that security clearance can be provided for the site visit.

Service providers are requested to submit questions in writing to Rufus Crowder, County Purchasing Agent prior to the pre-proposal conference to facilitate prompt responses. Service providers may also submit questions in writing following the site visit and up until **Wednesday, October 9, 2013 at 5:00 PM**. All questions received and their responses will be mailed to all prospective service providers. No inquiries will be addressed by telephone.

C. Schedule of Events

The following is a schedule of events concerning the procurement process:

Advertisement of RFP	Thursday, September 12, 2013
	Thursday, September 19, 2013
Pre-proposal Conference & Site Visit	Wednesday, October 2, 2013 @ 10:00 a.m.
Question Deadline Regarding this Proposal	Wednesday, October 9, 2013 @ 5:00 p.m.
RFP Opening	Thursday, October 24, 2013 @ 2:00 p.m.

D. Disqualification of Service Providers

Service Providers may be disqualified and rejections of proposals may be recommended to the Commissioners' Court for any of (but not limited to) the following causes.

1. Failure to use the proposal forms furnished by the County if provided;
2. Lack of signature by an authorized representative on the proposal form;
3. Failure to properly complete the proposal;
4. Evidence of collusion among service providers submitting proposals;
5. Failure to comply with the specification requirements.

E. Service Provider Expenses

Costs and expenses relating to the preparation of a proposal and its submission are to be borne solely by service provider. The County shall not be responsible for any cost or expenses incurred by any service providers in the preparation or submission of this proposal.

F. Format for Proposal

Each service provider must respond to each and every component outlined in the order shown in this RFP using the format prescribed for each component to be considered responsive. A proposal that fails to follow this format or that takes exceptions, or is incomplete or conditional may be rejected. Proposals must be clear and concise. The determination to reject a proposal or all proposals shall be at the sole discretion of the County.

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G. Alternatives /Exceptions (Options)

The service provider will list on a separate sheet of paper any exceptions to the conditions of the RFP. This sheet will be labeled. "Exceptions to RFP Conditions" and will be attached to the proposal. If no exceptions are stated, it will be understood that all general and specific conditions will be complied with, without exception.

The service provider will specify in its proposal any alternatives it wishes to propose for consideration by County. Each of these alternatives should be sufficiently described and labeled within the proposal and should indicate its possible or actual advantage to the program being offered. Any proposed decrease or increase in service provider's price should also be stated in the price proposal. The name or title of the alternative should be described at the end of the "Statement of Work" section and briefly restated in the "Cost Proposal" section of the proposal.

H. Insurance

Successful service provider agrees to keep in full force and effect, a policy of public liability and property damage insurance issued by a casualty company authorized to do business in the State of Texas, and in standard form approved by the Board of Insurance Commissioners of the State of Texas, with coverage provisions insuring the public from any loss or damage that may arise to any person or property by reason of services rendered by successful service provider. The service provider shall at its own expense be required to carry the following minimum insurance coverage:

- 1) General liability coverage of one (\$1) million combined single limit per occurrence and three (\$3) million per aggregate.
- 2) Property Insurance for physical damage to the property of the County including improvements and betterment to County property for a minimum of eighty (80) percent of the actual replacement value of the property.
- 3) Workers' Compensation proof of insurance must be supplied to County.
- 4) Insurance is to be placed with insurers having a Best rating of no less than
A. The County of Galveston shall be named as additional insured. The service provider shall furnish the County with certificates of insurance and original endorsements affecting coverage required by these insurance clauses within thirty (30) days of receipt of notice of intent to award this contract. The certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. The successful service provider shall be required to submit annual renewals for the term of this contract.
- 5) The insurance required in section (1) above shall be either (i) on an occurrence basis or (ii) on a claim made basis. If the coverage is on a claim made basis, the service provider will be required to purchase, at the termination of this agreement, tail coverage for the County for the period of County's relationship with the service provider. Such coverage shall be in the amount set forth in (1) above.
- 6) The proof of insurance must be valid for the entire contract (or, if applicable, tail coverage) period and must be received by the County within thirty (30) working days of the issuance of a Notice of Award.

I. County's Representative

The Galveston County Sheriff, or his authorized representative, shall be responsible for seeing to the implementation and day to day contract administration and coordination with the service provider for the purpose of contract compliance. Any disagreements between the Galveston County Sheriff and the service provider shall be promptly referred to the Galveston County Purchasing Agent.

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J. Notice

All notices or other communications required or permitted once this Agreement is executed shall be in writing and shall be deemed to have been duly given if delivered personally in hand, transmitted by facsimile, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the appropriate party at the following address or such other address as may be given in writing to the parties:

County:

Hon. Mark A. Henry, County Judge
722 Moody
Second (2nd) Floor
Galveston, Texas 77550
Fax (409) 765-2653

With a copy to:

Rufus Crowder, CPPO CPPB
County Purchasing Agent
722 Moody, Fifth (5th) Floor
Galveston, Texas 77550
Fax (409) 621-7997

With a second copy to:

Henry Trochesset, Sheriff
Galveston County Sheriff's Office
601 54th Street, Suite 2100
Galveston, Texas 77551
Fax (409) 766-2297

With a third copy to:

Bob Boemer
Director County Legal
722 Moody, Fifth (5th) Floor
Galveston, Texas 77550
Fax (409) 770-5560

Service Provider shall provide contact name and address with proposal.

III. CORPORATE EXPERIENCE

Included in this section, the service provider shall provide a summary of their current and recent history of past performances related to correctional food service expertise. Please address the following information for each item listed below:

A. Company Profile

- 1) Specify the date organized for providing food services in correctional facilities. Include a brief history of the organization, management structure, current services provided, target populations served, and any other relevant information pertinent to demonstrating the service provider's capability.
- 2) Specify corporate experience in providing food services in correctional facilities. Include in your discussion:
 - number of employees employed by the corporation;
 - annualized dollars of payroll; and
 - number of years in business
- 3) Describe a minimum of five (5) similar size institutions with whom you presently have or have had contracts with and include the following information:
 - Client name, address, and telephone number;
 - Date of original contract and expiration date;
 - Number of renewals (if applicable);
 - Type and size of facility; and
 - Dollar amount of contract.

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- 4) List all contracts lost, or not renewed in the last four years (list contact person and telephone number). Please provide narrative describing reasons that contracts have not been renewed. Service provider must specifically identify any contracts from which they have asked to be relieved or any contracts that have been canceled prematurely.
- 5) Provide health and safety records of any violations over the last five year period.
- 6) Provide history of claims, litigations, or arbitration with any owner in the last five years.
- 7) Discuss any corporate reorganization or restructuring that has occurred within the last three years and discuss how the restructuring will impact upon the service provider's ability to provide services proposed.
- 8) Describe other current or anticipated contractual obligations that have been awarded which will coincide with terms of this contract.
- 9) Provide an organizational chart delineating corporate office organizational structure. Include a project organizational chart showing your proposed food service team.
- 10) List all contracts on which you experienced a loss of funds due to fines, delays, damage, liquidated damages, and/or forfeiture of performance bonds in whole or in part.

The service provider is cautioned that it is the service provider's sole responsibility to submit information related to the evaluation categories and that the County of Galveston is under no obligation to solicit such information if it is not included with the service provider's proposal. Failure of the service provider to submit such information may cause an adverse impact on the evaluation of the service provider's proposal.

The County of Galveston reserves the right to consider historic information and facts gained from the service provider's proposal, oral presentation, references or other objective data, in the evaluation process.

B. Financial Statements

The service provider shall provide audited financial statements which have been audited by an independent Certified Public Accountant (CPA) or CPA firm for a two-year period. If the service provider is a wholly owned subsidiary of another company or corporation, and does not possess audited financial statements, unaudited financial statements for the subsidiary for a two-year period must be submitted as supplemental information to the company's financial statements in order to meet this requirement.

Audited financial statements shall be submitted to the County annually during the term of this Contract.

The service provider shall provide the two most recent Dun & Bradstreet ratings for the company, and for the parent corporation, if applicable.

C. References

- 1) Submit the names, business addresses, and telephone and fax numbers of at least five individuals and/or organizations who can attest to the service provider's capability to carry out the requirements set forth in this offer.
- 2) Submit the names, business addresses, and telephone and fax numbers of at least five of your major suppliers who can speak to the financial capability of the service provider to carry out the requirements set forth in this offer. Accounting references can include suppliers or other such contractors that your organization is currently using.

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D. Service Provider Qualifications

The service provider certifies that it is:

- 1) a duly qualified, capable, and otherwise bondable business entity
- 2) with a minimum of three (3) years experience in food service of Correctional Facilities,
- 3) five (5) years experience in industrial feeding,
- 4) that it is not in receivership,
- 5) contemplates that the Company, Corporation or Partnership does not owe any back taxes within Galveston County, and
- 6) that it is able and capable of performing this contract through its own resources without subcontracting of assignment, and
- 7) that it is normally engaged in this type of business, and
- 8) that it is familiar with all laws, regulations and customs applicable to this type of service.

E. Ethics in Public Contracting

No service provider shall pay, offer to pay, or agree to pay, either directly or indirectly, any fee, commission, compensation, gift, gratuity, or other thing of value of any kind to any County officer or employee.

Service provider shall be prohibited from utilizing the services of lobbyists, attorneys, political activists or consultants to secure this contract. Service providers found in violation of this provision will be disqualified.

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

F. Noncompliance

Any service provider unable to comply with any requested information must furnish the reason for such inability.

IV. STATEMENT OF WORK

A. General Statement

Service provider shall furnish all labor, equipment, supplies, and foodstuffs, except as provided herein, to provide full food services for inmates, staff and visitors of the Galveston County Jail Complex. The Galveston County Jail will provide inmate labor for the purpose of sanitation and allowed to serve inmate meals only. Food preparation or cooking by inmate labor is prohibited. The successful vendor will prepare, cook, and serve inmate and officer/staff meals daily.

B. Meals

1. Standards - Menu to be provided by service provider

The successful service provider will be required to serve tasty, appetizing, wholesome quality food with a minimum requirement of 2700 calories average per day. Therefore, all providers as part of solicitation are required to submit a regular menu detailing, at a minimum, a twenty-one day non-repetitive meal plan, specific portion sizes (indicating cooked or raw weight when appropriate), caloric content and seasonal variations due to the holidays (Thanksgiving and Christmas). Galveston County Jail will also require a meal plan for these listed holidays and the contents.

In addition to the regular twenty-one day cycle meal plan, the service provider shall include a special menu of proposed meals for inmates on special, modified, medical and/or religious diets (e.g. salt free, bland, Muslim, etc.).

Both regular and special menus shall be reviewed and approved/signed by a bona fide registered dietitian to meet or exceed the applicable dietary standards for adult inmates for nutritional and caloric content as established by:

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- a. The American Correctional Association
- b. The Food and Nutritional Board of the National Academy of Science as prescribed for inmates.
- c. The National Sheriff's Association
- d. Texas Commission on Jail Standards

This menu must be available for inspection purposes/posted as necessary. **The dietitian's certification must accompany this proposal in order for this proposal to be considered responsive.**

2. Temperature of Meals

Service provider shall be required to maintain a temperature equal to or exceeding 160 degrees F for all food items on the heated serving line and a temperature not to exceed 45 degrees F for all food items on the chilled serving line.

3. Meal Services - Inmates/Detainees

Meals are to be provided to the inmates and detainees of the Galveston County jail, three times per day, seven days per week, fifty-two (52) weeks per year. Service provider must be willing to accommodate special meal service times as requested by the jail administrator.

4. Meal Service - Staff

Service provider shall provide meals to the staff of the Galveston County Jail, three times per day (i.e. 3 times within a twenty-four (24) hour period) plus additional meals (food and/or beverage service) upon written request signed by the Galveston County Sheriff or his authorized representative. Additional costs must be approved by the Sheriff prior to obligation.

Continuous coffee service will be provided to the staffs of the Galveston County Jail and the Galveston County Sheriff's office twenty-four (24) hours per day. Costs of this service shall be included in the per meal price for each activity.

Service provider shall provide a plan as to how continuous coffee service, staff and visitor meals will be provided with the submitted proposal.

Services required for staff will include an enhancement menu including a salad bar and larger portions than the inmates receive at no extra cost to the County. Service provider will set up the officer's meal and remain in the Officers Dining Room (ODR) throughout mealtime.

5. Meal Distribution

County Jail inmates are to be served meals on the Alladin Tivoli III trays delivery system. Staff and visitors will be served meals on plastic and/or Zylor type dinnerware.

6. Food Service Schedule

<u>MEAL</u>	<u>TIME DISTRIBUTION TO BEGIN</u>
Breakfast	6:00 a.m. - 7:00 a.m.
Lunch	11:00 a.m. - 12:00 p.m.
Dinner	4:00 p.m. - 5:00 p.m.

The County reserves the right to change meal time and/or to include meal service for non-county personnel as the need arises. Serving times for inmates with particular religious meal time requirements (e.g. Muslim celebration of Ramadan, etc.) shall be accompanied by service provider.

The service provider will be required to provide medical diets as directed by the medical staff of the Galveston County Jail.

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V. PROGRAM SUPPORT SERVICES

A. Policy and Procedures

The service provider shall be responsible for the development, maintenance, and annual review of administrative and operational policies and procedures. The County reserves the right to approve policies and procedures of the service provider. The policies and procedures shall be designed to meet all requirements of state and federal standards and laws.

B. Delivery of Foodstuffs and Supplies

Receiving times are Monday through Friday between 7:00 a.m. and 12:00 p.m. The service provider awarded the contract is advised to consult the Sheriff's Department for delivery instructions.

All items shall be shipped F.O.B. INSIDE DELIVERY, GALVESTON, TEXAS. This shall be understood to include bringing the merchandise to the appropriated room designated by the Jail staff.

C. Relations with Media

1. The service provider must submit with its proposal its policy on press relations.
2. It shall be understood by the service provider that any press or media releases must first be coordinated with the Galveston County Sheriff or Chief Deputy.

D. Quality Control and Audits

Service provider shall provide a description of overall support services for correctional food services. Description should include services and controls to insure standards and operating results and provide frequency schedules for analysis, audits, and visitations.

VI. PERSONNEL SERVICES

A. Recruitment Program

The service provider shall recruit, interview, and hire those employees necessary to provide food services. The final selection of all employees or subcontractors, including the Food Service Manager, shall be made by the service provider.

The County reserves the right to prohibit any of the service provider's employees and/or independent contractors or subcontractors from performing services with regard to this contract.

All personnel shall be required to pass a background investigation conducted by the Galveston County Sheriff's Department. Additionally, all personnel performing on-site services may be required to undergo a urinalysis or blood test if there is reason to believe that they are under the influence of alcohol or other substances of abuse.

All personnel shall comply with current and future state, federal, and local laws and regulations, court orders, administrative directives, institutional directives, County Jail Standards, and policies and procedures of the County and the Institution.

The service provider shall specify if and how they intend to integrate current County employees and subcontractors into their program.

B. Employee/Inmate Training and Orientation

The service provider shall describe in detail its orientation program for its staff and the use of inmates and their training. Orientation regarding specific institutional operations will be the responsibility of the Institution and the County. The service provider will provide ongoing in-service training to cover such areas as safety, sanitation, and food handling. Jail staff, in cooperation with the service provider, will provide ongoing in-service training to cover such areas as security and jail policies and procedures.

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C. Staffing/Schedules

The service provider shall provide a staffing plan and schedules necessary to provide the required services under this contract.

All contractual staff (both employees and independent contractors) shall be required to comply with sign-in and sign-out procedures on an official time-keeping form. The service provider shall be permitted to substitute an automated time clock system or other method which is subject to the approval of the County.

1. On-site Management

- a. The service provider will provide an on-site Food Service Manager who is trained, experienced and knowledgeable of food services in a detention facility. The Manager assigned will be subject to review by the Galveston County Sheriff and the Director of Corrections for the Galveston County Jail. However, the service provider retains all rights to discipline, promote, or terminate the manager. A resume plus correctional experience used in selecting the on-site Manager will be included with the service provider's proposal. Interviews with the proposed Manager may be required prior to award.
- b. In the event the Food Service Manager is absent due to sickness, vacation, or any other reason, service provider shall furnish an acceptable alternate as a replacement within 24 hours. A resume of the alternate shall also be furnished with the proposal.
- c. The company uniform shall be worn during work hours.

2. On-Site Employees

- a. In addition to the above, the service provider will be required to provide on-site employees who are well trained, honest and reliable. The company uniform shall be worn during work hours and in a color to distinguish them from inmate workers.
- b. All service provider employees must have a valid food handlers certificate from the Galveston County Health Department. All costs associated with obtaining such certificates for service provider's employees shall be borne by the service provider.
- c. In the event an on-site employee is absent due to sickness, vacation, or any other reason for a period of more than two (2) continuous scheduled work days, the service provider shall furnish an acceptable alternate as a replacement within twenty-four (24) hours. An acceptable alternate may include an overtime employee.

D. Employee Benefits

The service provider shall specify how they intend to cover absences caused by vacations, holidays, and sick leave, and shall state what relief factor (if any) were computed into their staffing ratio.

Any absence shall be, within a reasonable time as determined by the County, be replaced by another staff member during the absence. The replacement shall undergo the same background check as full time employees.

The service provider shall provide a synopsis of their employee benefit program. This shall include the deductible for health insurance, time period for enrollment and amount paid by an employee for family coverage.

The service provider shall provide an hourly salary, which includes benefits, for each position listed in its staffing plan.

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E. Compliance with Applicable Employment Laws

1. Affirmative Action. The service provider or subcontractor, where applicable will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, or sex. The service provider will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, or sex. Such action shall include, but not be limited to the following: layoff or termination, rates of pay or other form of compensation, and selection for training, including apprenticeship. The service provider agrees to post in conspicuous places, available to employees and applicants for employment, notices of employment.
2. The service provider or subcontractor, where applicable, will in all solicitations or advertisements for employees placed by or on behalf of the service provider, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status or sex.
3. Drug Free Work Place Act. Service provider will provide any and all notices as may be required under the Drug-Free Work Place Act of 1988.
4. Americans with Disabilities Act. Service provider will comply with any and all applicable provisions of the Americans with Disabilities Act.
5. Service provider agrees to comply with all other state and federal laws governing employment.

F. Security

The service provider and its personnel shall be subject to and shall comply with all security regulations and procedures of the County and the Institution. Violations of regulations and procedures may result in the employee being denied access to the Institution. In this event, the service provider shall provide alternate personnel to supply services, described herein, subject to the County's approval.

The County shall provide security for the service provider's employees and agents consistent with security provided to other County employees. The County shall not be held responsible for any injury to or loss of property of any service provider employees.

G. Project Contact List

The successful Respondent shall supply the COUNTY with a contact list (phone, fax, and email) for the personnel listed on the schedule for implementation of the project (Project Team) within ten (10) business days of execution notification of the resulting Agreement.

H. Off-site Warehouse Inspections

The COUNTY has the right to inspect the successful Respondent's warehouse within thirty (30) days from the effective date of the resulting Agreement to determine whether the successful Respondent has the ability to fulfill its contractual obligations to the satisfaction of the COUNTY. Throughout the term of the resulting Agreement, the COUNTY shall retain the right to inspect the successful Respondent's warehouse during regular business hours by a representative of the COUNTY.

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- I. The Contractor's Backup Plan
The successful Respondent shall provide the COUNTY with its backup plan; in the event of an interruption in the following areas and/or services:
1. Primary facility.
 2. Inventory.
 3. Distribution (transportation).
 4. Receiving and shipping.
 5. Computer technology and hardware.
 6. Management staff.
 7. Employee staff (order processing and delivery).
 8. On-site staff/Off-site staff.

VII. CONTRACT TRANSITION

- A. Current Transition
The service provider must demonstrate how it would make the transition from the current service delivery system into contract food service. The transition plan should address an orderly and efficient start-up. The service provider should emphasize their past experience in implementing similar contracts and successes in this area.

A detailed plan should be submitted with the proposal that addresses at a minimum how the following issues will be handled and transferred:

- 1) Recruitment of current and new staff including the Food Service Manager.
- 2) Equipment and inventory.
- 3) Orientation of new staff.
- 4) Time tables for completion of transition.
- 5) A list of personnel assigned to supervise and monitor the transition.

- B. Future Transitions
The service provider recognizes that the services under this contract are vital to Galveston County and must be continued without interruption and that, upon contract expiration, or early termination, another contractor may continue them. The service provider agrees to one (1) furnish phase-in training, and two (2) exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

The service provider shall, upon written notice, negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a date for work described in the plan, and shall be subject to the Galveston County Sheriff's approval. The service provider shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at the required level of proficiency.

The service provider shall allow as many personnel as practical to remain on the job to help the successor maintain the continuity and consistency of the services required by this contract. The service provider shall also disclose necessary personnel records and allow the successor to conduct on site interviews with these employees. If selected employees are agreeable to the change, the service provider shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

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VIII. FUNDING, PRICING, BILLING AND PAYMENT

A. Funding

County funds for payment on any contracts awarded have been provided through the Galveston County budget approved by County Commissioners Court for this fiscal year only. State law prohibits the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. However, the cost of items or services covered by this contract is considered a recurring requirement and is included as a standard and routine expense of Galveston County to be included in each proposed budget within the foreseeable future. The Galveston County Commissioners' Court expects this to be an integral part of future budgets to be approved during the period of this contract, except for unanticipated needs or events which may prevent such payments against this contract. However, Galveston County cannot guarantee the availability of funds, and enters into this contract only to the extent such funds are made available. The fiscal year for Galveston County extends from October 1 through September 30th. The Galveston County Commissioners' Court unconditionally reserves, to itself upon thirty (30) days prior notice to service provider, the right to terminate this contract at the end of each-budget period notwithstanding the actual anticipated term of the contract.

B. Pricing

1. Pricing will be on a unit basis as shown on the proposal sheet. The net price will be delivered to Galveston County, including all freight or shipping charges. All prices must be written in ink or typewritten. If service provider contemplates any additional costs of any kind, other than those submitted, service provider MUST clearly indicate on the proposal sheet(s) any such costs contemplated or forfeit the right to payment for same. All prices submitted in a properly signed proposal will constitute firm offers held open through time of award by the Commissioners' Court.
2. The prices stated on the price sheet of this contract are firm for the first twelve months of service. Unit prices for the subsequent base year including annual renewal options shall be re-determined each twelve months at the beginning of each period. Unit prices per meal may increase or decrease, and shall remain firm for the entire redetermination period.
3. Prices shall be re-determined each July, to be effective the 1st day of October based upon the Consumer Price Index, All Urban Consumers (CPI-U), U.S. City Average, Food Away From Home Index, published by U.S. Department of Labor.
4. Any increase in the established unit price shall not exceed 5% from year to year.
5. Each redetermination of prices shall be established through issuance of a modification to this contract, signed by the Contractor and County stating the re-determined prices that will apply during the redetermination period.

C. Reports / Billing and Payment

The service provider shall prepare and forward weekly certified statements to the Chief Deputy and Chief Jailer at the Galveston County Sheriff's Department. The statement will reflect the preceding weeks food services detailing the exact number of meals served on a daily basis as follows:

1. Actual number of Adult Inmate meals
2. Actual number of Staff member meals
3. Actual number of approved visitor meals
4. Any additional food or beverage services required

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In addition, the service provider shall submit a comprehensive monthly invoice to the Chief Deputy and the Chief Jailer at the Galveston County Sheriff's Office for the jail inmates. After verification and approval, invoices will be forwarded to:

Galveston County Auditor's Office
P.O. Box 1418
Galveston, TX 77553

All payments must have prior approval by the County Auditor and the Commissioners' Court before payments can be made. Payment will be made within thirty (30) workdays after receipt of a proper invoice by the authority listed above.

Neither signed receipt nor payments shall be construed as an acceptance of any effective work, improper material(s), or release for any claim for damage.

All County purchases are subject to the County Purchasing Act (Texas Local Government Code #262.021 et. seq.) unless specifically exempted therein. Other statutes may affect service provider's rights and obligations. Service Providers are urged to consult with their attorney before entering into this or any contract.

Any successful service provider shall not deliver products or services in excess of those authorized and under no circumstances will Galveston County be liable for products or services or costs which exceed the amounts specified in this RFP and the required purchase order(s).

IX. CONTRACT TERM

A. General Provisions

This is an estimated requirements contract and therefore the successful contractor will be paid only to the extent of actual meals served and as called for by the Chief Deputy of Galveston County or his authorized representative. This contract shall be for a three-year (3) period unless terminated or extended as provided herein.

B. Option to Renew

Both parties hereto agree to renew this contract on an annual basis for a maximum period of two (2) additional one (1) year periods. Such option to renew shall be exercised in writing solely at the discretion of Galveston County, subject to any price redetermination provisions, if any, outlined elsewhere in this contract, and further, only if all terms and conditions except those affecting price as re-determined by price redetermination provisions remain unchanged. Each option shall be exercised through the issuance of a supplemental agreement extending the contract period, to be issued not sooner than ninety (90) days prior to expiration of this contract, nor later than the final day of the contract period. Each option to renew may cover not more than one (1) year period.

C. Maximum Combined Period

The combined maximum contract period shall not exceed five (5) years.

D. Termination for Default

Galveston County may cancel any contract awarded upon thirty (30) days prior written notice. Notice shall be sent by certified mail, return receipt requested.

Failure by either party to this contract in performing any of the provisions of this contract shall constitute a breach of contract, in which case, either party may require corrective action within ten (10) days from date of receipt of written notice citing the exact nature of such breach. Failure to take corrective action within the prescribed ten (10) days, or failure to provide a written reply, shall

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constitute a Default of Contract. The defaulting party shall be given a thirty (30) day period within which to show cause why the contract should not be terminated for default. Commissioner' Court may take whatever action as its interest may appear, resulting from such notices.

All notices, for corrective action, breach, default, or show cause, shall be issued by the County Purchasing Agent only, and all replies shall be made in writing to the County Purchasing Agent. Notices issued by or issued to anyone other than the County Purchasing Agent shall be null and void, and shall be considered as not having been issued or received. The defaulting party shall be liable for liquidated damages, if any, as stipulated elsewhere in this contract.

Galveston County reserves the right to enforce the performance of this contract in any manner prescribed by law in the event of breach or default of this contract, and may contract with another party, with or without solicitation of bids or proposals or further negotiations. As a minimum, Contractor shall be required to pay any difference in the cost of securing the products or services covered by the contract, should it become necessary to contract with another source, plus reasonable administrative costs and attorney's fees.

In the event of Termination for Default, Galveston County, its agents or representatives shall not be liable for loss of any profits anticipated to be made by service provider hereunder.

E. Termination for Convenience

Galveston County reserves the right to terminate this contract upon thirty (30) days written notice for its convenience, or for any reason deemed by County Commissioners to serve the public interest, or resulting from any governmental law, ordinance, regulations, or court order. In the event of termination for convenience, the County shall pay the service provider those costs directly attributable to actual services provided through date of termination or supplies obtained in preparation for completion or compliance with contract prior to termination. Provided, however, that no costs shall be paid which are recoverable in the normal course of doing business in which the service provider is engaged, or costs which can be mitigated through the sale of supplies or inventories. In the event Galveston County pays for the cost of supplies or materials obtained for use under this contract, said supplies or materials shall become the property of Galveston County and shall be delivered to the FOB point shown in this contract, or as designated by the County Purchasing Agent. Galveston County shall not be liable for loss of any profits anticipated to be made hereunder by service provider.

F. Disputes and Appeals

Galveston County Commissioners' Court shall be the sole and final authority on issues relating to this contract. The County Purchasing Agent shall act as the County representative in the issuance and administration of this contract, and shall issue and receive all documents, notices, and correspondence. Said documents, notices, and correspondence not issued by or to the County Purchasing Agent shall be null and void, and shall be considered as not having been issued or received. Documents, notices, and correspondence issued by the County Purchasing Agent, to which the service provider does not agree, shall require a written notice to the County Purchasing Agent outlining the exact point of disagreement described in detail. Should the matter not be resolved to the service provider's satisfaction, a Notice of Appeal shall be submitted to Commissioner's Court, through the County Purchasing Agent, within ten (10) days from receipt of such unsatisfactory reply. Appellant shall then have the right to be heard in open court by Commissioners' Court. The decision of Commissioners' Court shall be final and conclusive, and shall be binding on all parties concerned. In the event appellant is still not satisfied, he may pursue the matter in a court of competent jurisdiction in Galveston County, and in accordance with the laws of the State of Texas. Venue shall lie in Galveston County.

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X. DOCUMENTATION

Service provider shall submit a proposal responding to every component in the order of the RFP. Service provider must include the following with its proposal, or subsequent to award as applicable:

Confirmed (X):

- A. 5% Bid Bond and 100% Performance Bond
- B. Sample menus as described in RFP
- C. Plan for coffee services, staff and visitor meal services as described in RFP
- D. On-Site management resumes (including alternate)
- E. All items requested in "Corporate Experience Section"
- F. Dietician Certification
- G. Statement of willingness to accommodate the serving of meals according to inmate religious needs
- H. Synopsis of Policy and Procedures Manual
- I. Description of Quality Control and Audits
- J. Recruitment Plan
- K. Description of Orientation and Training
- L. Staffing Plan and Scheduling Plan (Including plan for employee absences and relief)
- M. Synopsis of Employee Benefit Plan as described in RFP
- N. Hourly Salary and Benefits of Employees
- O. Description of Current and Future Transitions
- P. Pricing as described on Pricing Sheet (Increases or decreases in price should be stated in Pricing section of proposal)
- Q. Certificates of Insurance and Original Endorsements (within 30 days of award)
- R. FEIN Number
- S. Any Exceptions Taken to RFP Conditions (stated on separate page so labeled)
- T. Any Alternatives (stated on separate page so labeled)
- U. A list of five (5) references of like size operations. Include name, address, and phone number of the contact person.
- V. List of five (5) financial references. Include name, address and phone number of contact person.
- W. Statement Regarding Supervision and Control of Inmate Labor
- X. Contractor Qualifications Statement
- Y. Financial Statements
- Z. Disaster/Contingency Plan
- AA. Policy on Press Relations
- BB. Signature of Authorized Representative on Contract Page
- CC. Complete Mailing Address of Service Provider, including telephone number and facsimile number and name of authorized representative
- DD. Information on mergers or acquisitions in which the service provider is involved
- EE. Addenda, if any. #1 _____ #2 _____ #3 _____ #4 _____
- FF. One (1) original and seven (7) copies
- GG. Payment Terms: _____ net 30 _____ Other
- HH. Debarment Certification
- II. Vendor Qualification Packet

The remainder of this page intentionally left blank

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SERVICE PROVIDER REFERENCE INFORMATION SHEET

THE FIRM OF:

Address: _____

FEIN (TAX ID): _____

Hereby agrees to provide the requested services as defined herein for a total contract price of:

\$ _____

Person to contact regarding this proposal: _____

Title: _____ Phone: _____ Fax: _____

E-mail address: _____

Name of person authorized to bind the Firm: _____

Signature: _____ Date: _____

Title: _____ Phone: _____ Fax: _____

E-mail address: _____

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References:

Please submit at least five (5) public references including name of organization, the name and title of a contact person and telephone number for contact person, and a brief description of the project (number of employees, number of different jobs/classes, work performed, etc.)

1. Firm Name _____
Contact _____
Title _____ E-mail _____
Mailing Address _____
Phone _____ Fax _____
Description _____

2. Firm Name _____
Contact _____
Title _____ E-mail _____
Mailing Address _____
Phone _____ Fax _____
Description _____

3. Firm Name _____
Contact _____
Title _____ E-mail _____
Mailing Address _____
Phone _____ Fax _____
Description _____

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4. Firm Name _____
Contact _____
Title _____ E-mail _____
Mailing Address _____
Phone _____ Fax _____
Description _____
5. Firm Name _____
Contact _____
Title _____ E-mail _____
Mailing Address _____
Phone _____ Fax _____
Description _____

The remainder of this page intentionally left blank

**SPECIAL PROVISIONS
FOOD SERVICES FOR GALVESTON COUNTY JAIL
GALVESTON COUNTY, TEXAS**

PROPOSAL RESPONSE FORM

DESCRIPTION

COST

1.	Quantities of one (1) Three (3) hot meals per day	\$ _____ each
	TOTAL	\$ _____

The remainder of this page intentionally left blank

**SPECIAL PROVISIONS
FOOD SERVICES FOR GALVESTON COUNTY JAIL
GALVESTON COUNTY, TEXAS**

XII. CONTRACT

STATE OF TEXAS §
COUNTY OF GALVESTON §

WHEREAS The Galveston County Commissioners’ Court as the governing body of Galveston County did on _____, 20 ____ award a contract to _____ (service provider), for furnishing the materials, equipment, supplies, and/or services in quantities and at prices as set forth in the above attached RFP;

THEREFORE, know all men by these presents, that this contract is entered into by Galveston County, hereinafter called (“COUNTY”) and the undersigned service provider, hereinafter called (“SERVICE PROVIDER”).

WITNESSETH:

The above attached RFP and all addenda including the Cover Sheet, Table of Contents, Project Overview, Procurement Process, Corporate Experience, Statement of Work, Program Support Services, Personnel Services, Contract Transition, Funding, Pricing, Billing and Payment, Contract Period, and Proposal Sheet(s) for the item(s) being published for this Request for Proposal are hereby incorporated into this contract, and

THAT IN ACCORDANCE with the above-attached RFP in every particular, the service provider will perform in accordance with the terms thereof and the County agrees to make payment for such items or services purchased in accordance with the terms of said RFP which is made a part of this contract and incorporated herein for all purposes contingent on respective equipment, materials and supplies/services covered by any claims:

- (1) conform to the attached RFP
- (2) that the equipment, materials and supplies/services were delivered in good condition.
- (3) that services contracted for by the Commissioners’ Court have been satisfactorily performed.

SEVERABILITY

In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of the Contract and the Contract shall be construed as if such invalid, illegal and unenforceable provision had never been included in the Contract.

PRIOR AGREEMENTS SUPERSEDED

This Contract, with the entire RFP incorporated herein, including the service provider’s proposal and any required supporting literature, brochures and/or data sheets or samples, constitutes the sole agreement of the parties to the agreement and supersedes any prior understandings or written or oral agreements, if any, between the parties respecting the subject matter of this Contract.

**SPECIAL PROVISIONS
FOOD SERVICES FOR GALVESTON COUNTY JAIL
GALVESTON COUNTY, TEXAS**

AMENDMENT

No amendment, modification or alteration of the terms of this Contract shall be binding unless same is in writing, dated subsequent to the date of this Contract and duly executed by authorized representatives of each party.

IN TESTIMONY WHEREOF: Witness our hands at Galveston, Texas, effective as of the date awarded above, if any.

SERVICE PROVIDER

GALVESTON COUNTY

BY: _____

BY: Mark A. Henry
County Judge

DATE: _____

DATE: _____

Attest: _____

Dwight Sullivan
County Clerk

Approved as to Form: _____

Bob Boemer
Director, Galveston County Legal Department

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GALVESTON COUNTY, TEXAS**

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County Judge

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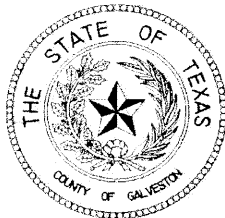
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Dwight Sullivan
County Clerk

Approved as to Form: _____

Bob Boemer
Director, Galveston County Legal Department

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County of Galveston
ACKNOWLEDGMENT AND CERTIFICATION REGARDING DEBARMENT,
SUSPENSION, AND OTHER INELGIBILITY
Executive Orders 12549 & 12689 Certification, Debarment and Suspension

Solicitation Number: **RFP #B132013**

Solicitation Title: Food Services for Galveston County Jail

Contractor hereby CERTIFIES that:

Contractor, and all of its principals, is not presently debarred, suspended, proposed for debarment, proposed for suspension, or declared ineligible under Executive Order 12549 or Executive Order 12689, Debarment and Suspension, and is not in any other way ineligible for participation in Federal or State assistance programs;

Contractor, and all of its principals, were not and have not been debarred, suspended, proposed for debarment, proposed for suspension, or declared ineligible under Executive Order 12549 or Executive Order 12689, Debarment and Suspension, and were not and have not been in any other way ineligible for participation in Federal or State assistance programs at the time its' proposal was submitted in the procurement identified herein and at any time since submission of its' proposal;

Contractor has included, and shall continue to include, this certification in all contracts between itself and any sub-contractors in connection with services performed under this contract; **and**

Contractor shall notify Galveston County in writing immediately, through written notification to the Galveston County Purchasing Agent, if Contractor is not in compliance with Executive Order 12549 or 12689 during the term of its contract with Galveston County.

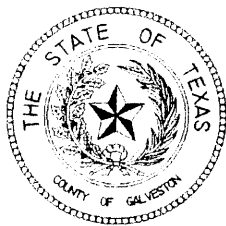
Contractor **Represents** and **Warrants** that the individual executing this Acknowledgment and Certification on its behalf has the full power and authority to do so and can legally bind the Contractor hereto.

Name of Business

Date

By: _____
Signature

Printed Name & Title



County of Galveston Purchasing Department Vendor Qualification Packet

(rev. 1.2, January 27, 2012)

All interested parties seeking consideration for qualified vendor status with the County of Galveston should complete and return only the following attached forms to:

Galveston County Purchasing Department
722 Moody Avenue, (21st Street), 5th Floor
Galveston, Texas 77550
(409) 770-5371 office
(409) 621-7987 fax

- Form PEID:** Person /Entity Information Data
Form W-9: Request for Taxpayer Identification Number and Certification
(please note that the included form may not be the latest revised form issued by the Internal Revenue Service. Please check the IRS website at <http://www.irs.gov/pub/irs-pdf/fw9.pdf> for the latest revision of this form.)
Form CIQ: Conflict of Interest Questionnaire
(please note that the included form may not be the latest revised form issued by the State of Texas Ethics Commission. Please check the Texas Ethics Commission website at for the latest revision of this form. Please note that Galveston County Purchasing Agent is not responsible for the filing of this form with the Galveston County Clerk per instructions of the State of Texas Ethics Commission).

Certificate(s) of Insurance: **If the person or entity seeking qualified vendor status with the County will be performing work at or on any County owned facility and/or property, Certificate(s) of Insurance are required to be submitted prior to performing any work.**

Insurance requirements are as follows:

Public Liability and Property Damage Insurance:

Successful vendor agrees to keep in full force and effect, a policy of public liability and property damage insurance issued by a casualty company authorized to do business in the State of Texas, and in standard form approved by the Board of Insurance Commissioners of the State of Texas, with coverage provisions insuring the public from any loss or damage that may arise to any person or property by reason of services rendered by vendor. Vendor shall at its own expense be required to carry the following minimum insurance coverages:

- For damages arising out of bodily injury to or death of one person in any one occurrence – one hundred thousand and no/100 dollars (\$100,000.00);
- For damages arising out of bodily injury to or death of two or more persons in any one occurrence – three hundred thousand and no/100 dollars (\$300,000.00); and
- For injury to or destruction of property in any one occurrence – one hundred thousand and no/100 dollars (\$100,000.00).

This insurance shall be either on an occurrence basis or on a claims made basis. Provided however, that if the coverage is on a claims made basis, then the vendor shall be required to purchase, at the termination of this agreement, tail coverage for the County for the period of the County's relationship with the vendor under this agreement. Such coverage shall be in the amounts set forth in subparagraphs (1), (2), and (3) above.

Worker's Compensation Insurance:

Successful vendor shall also carry in full force Workers' Compensation Insurance policy(ies), if there is more than one employee, for all employees, including but not limited to full time, part time, and emergency employees employed by the vendor. Current insurance certificates certifying that such policies as specified above are in full force and effect shall be furnished by the vendor to the County.

The County of Galveston shall be named as additional insured on policies listed in subparagraphs above and shall be notified of any changes to the policy(ies) during the contractual period.

Insurance is to be placed with insurers having a Best rating of no less than A. The vendor shall furnish the County with certificates of insurance and original endorsements affecting coverage required by these insurance clauses. The certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. The vendor shall be required to submit annual renewals for the term of any contractual agreement, purchase order or term contract, with Galveston County prior to expiration of any policy.

In addition to the remedies stated herein, the County has the right to pursue other remedies permitted by law or in equity.

The County agrees to provide vendor with reasonable and timely notice of any claim, demand, or cause of action made or brought against the County arising out of or related to utilization of the property. Vendor shall have the right to defend any such claim, demand, or cause of action at its sole cost and expense and within its sole and exclusive discretion. The County agrees not to compromise or settle any claim or cause of action arising out of or related to the utilization of the property without the prior written consent of the vendor.

In no event shall the County be liable for any damage to or destruction of any property belonging to the vendor unless specified in writing and agreed upon by both parties.

Procurement Policy - Special Note:

Understand that it is, according to Texas Local Government Code, Section 262.011, Purchasing Agents, subsections (d), (e), and (f), the sole responsibility of the Purchasing Agent to supervise all procurement transactions.

Therefore, be advised that all procurement transactions require proper authorization in the form of a Galveston County purchase order from the Purchasing Agent's office prior to commitment to deliver supplies, materials, equipment, including contracts for repair, service, and maintenance agreements. Any commitments made without proper authorization from the Purchasing Agent's office, pending Commissioners' Court approval, may become the sole responsibility of the individual making the commitment including the obligation of payment.

Code of Ethics - Statement of Purchasing Policy:

Public employment is a public trust. It is the policy of Galveston County to promote and balance the objective of protecting the County's integrity and the objective of facilitating the recruitment and

retention of personnel needed by Galveston County. Such policy is implemented by prescribing essential standards of ethical conduct without creating unnecessary obstacles to entering public office.

Public employees must discharge their duties impartially so as to assure fair competitive access to governmental procurement by responsible contractors. Moreover, they should conduct themselves in such a manner as to foster public confidence in the integrity of the Galveston County procurement organization.

To achieve the purpose of these instructions, it is essential that those doing business with Galveston County also observe the ethical standards prescribed here.

General Ethical Standards: It shall be a breach of ethics to attempt to realize personal gain through public employment with Galveston County by any conduct inconsistent with the proper discharge of the employee's duties.

It shall be a breach of ethics to attempt to influence any public employee of Galveston County to breach the standards of ethical conduct set forth in this code.

It shall be a breach of ethics for any employee of Galveston County to participate directly or indirectly in procurement when the employee knows that:

- The employee or any member of the employee's immediate family has a financial interest pertaining to the procurement.
- A business or organization in which the employee, or any member of the employee's immediate family, has a financial interest pertaining to the procurement.
- Any other person, business or organization with which the employee or any member of the employee's immediate family is negotiating or has an arrangement concerning prospective employment is involved in the procurement.

Gratuities: It shall be a breach of ethics to offer, give or agree to give any employee of Galveston County, or for any employee or former employee of Galveston County to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before this government.

Kickbacks: It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Galveston County, or any person associated therewith, as an inducement for the award of a subcontract or order.

Contract Clause: The prohibition against gratuities and kickbacks prescribed above shall be conspicuously set forth in every contract and solicitation by Galveston County.

Confidential Information: It shall be a breach of ethics for any employee or former employee of Galveston County to knowingly use confidential information for actual or anticipated personal gain, or for the actual or anticipated gain of any person.

Questions/Concerns:

If you have any questions or concerns regarding the information or instructions contained within this packet, please contact any member of the Purchasing Department staff at (409) 770-5371.

CONFLICT OF INTEREST DISCLOSURE REPORTING

Proposer may be required under Chapter 176 of the Texas Local Government Code to complete and file a conflict of interest questionnaire (CIQ Form). If so, the completed CIQ Form must be filed with the County Clerk of Galveston County, Texas.

If Proposer has an employment or other business relationship with an officer of Galveston County or with a family member of an officer of Galveston County that results in the officer or family member of the officer receiving taxable income that exceeds \$2,500.00 during the preceding 12-month period, then Proposer **MUST** complete a CIQ Form and file the original of the CIQ Form with the County Clerk of Galveston County.

If Proposer has given an officer of Galveston County or a family member of an officer of Galveston County one or more gifts with an aggregate value of more than \$250.00 during the preceding 12-months, then Proposer **MUST** complete a CIQ Form and file the original of the CIQ Form with the County Clerk of Galveston County.

The Galveston County Clerk has offices at the following locations:

Galveston County Clerk
Galveston County Justice Center, Suite 2001
600 59th Street
Galveston, Texas 77551

Galveston County Clerk
North County Annex, 1st Floor
174 Calder Road
League City, Texas 77573

Again, if Proposer is required to file a CIQ Form, the original completed form is filed with the Galveston County Clerk (not the Purchasing Agent).

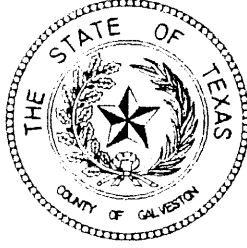
For Proposer's convenience, a blank CIQ Form is enclosed with this proposal. Blank CIQ Forms may also be obtained by visiting the Galveston County Clerk's website and/or the Purchasing Agent's website – both of these web sites are linked to the Galveston County homepage, at <http://www.co.galveston.tx.us>.

As well, blank CIQ Forms may be obtained by visiting the Texas Ethics Commission website, specifically at http://www.ethics.state.tx.us/whatsnew/conflict_forms.htm.

Chapter 176 specifies deadlines for the filing of CIQ Forms (both initial filings and updated filings).

It is Proposer's sole responsibility to file a true and complete CIQ Form with the Galveston County Clerk if Proposer is required to file by the requirements of Chapter 176. Proposer is advised that it is an offense to fail to comply with the disclosure reporting requirements dictated under Chapter 176 of the Texas Local Government Code.

If you have questions about compliance with Chapter 176, please consult your own legal counsel. Compliance is the individual responsibility of each person, business, and agent who is subject to Chapter 176 of the Texas Local Government Code.



COUNTY of GALVESTON
Purchasing Department

rev. 1.3, March 29, 2010

FORM PEID:	Request for Person-Entity Identification Data
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Instructions: Please type or print clearly when completing sections 1 thru 4 and return completed form to:

Galveston County Purchasing Agent
722 Moody Avenue (21st. Street), 5th Floor
Galveston, Texas 77550
(409) 770-5371 office
(409) 621-7987 fax

1.	Business Name:			
	Attention Line:			
2.	Physical Address:			
	City:		State:	Zip+4:
3.	Billing / Remit Address:			
	City:		State:	Zip+4
4.	Main Contact Person:			
	Main Phone Number:			
	Fax Number:			
	E-mail Address:			

Areas below are for County use only.

Requested By:	Phone / Ext. #
Department:	Date:

Action Requested - Check One:	IFAS PEID Vendor Number:	
<input type="checkbox"/> Add New	<input type="checkbox"/> Change Data	<input type="checkbox"/> Re-activate
<input type="checkbox"/> Inactivate	<input type="checkbox"/> Employee	<input type="checkbox"/> Attorney
<input type="checkbox"/> Landlord	<input type="checkbox"/> Foster Parent	<input type="checkbox"/> Refund
<input type="checkbox"/> One Time	<input type="checkbox"/> Foster Child	

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶ _____	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
	List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number									

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Employer identification number									

Part II Certification

Under penalties of perjury, I certify that:

1. 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
2. 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
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. 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 on page 4.

Sign Here	Signature of U.S. person ▶	Date ▶
------------------	----------------------------	--------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

Disregarded entity. Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

Note. Check the appropriate box for the federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/disregarded entity name" line.

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
 2. The United States or any of its agencies or instrumentalities,
 3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
 4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
 5. An international organization or any of its agencies or instrumentalities.
- Other payees that may be exempt from backup withholding include:
6. A corporation,
 7. A foreign central bank of issue,
 8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
 9. A futures commission merchant registered with the Commodity Futures Trading Commission,
 10. A real estate investment trust,
 11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
 12. A common trust fund operated by a bank under section 584(a),
 13. A financial institution,
 14. A middleman known in the investment community as a nominee or custodian, or
 15. A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 7 ²

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

Signature requirements. Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ³
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor ⁴
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ⁴
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

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 person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of person who has a business relationship with local governmental entity.

2 Check this box if you are filing an update to a previously filed questionnaire.

(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 the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

Yes No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

Yes No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes No

D. Describe each employment or business relationship with the local government officer named in this section.

4 _____
Signature of person doing business with the governmental entity

Date