

County of Hunt

STATE OF TEXAS

Hunt County Sheriff Office
2801 Stuart Street
Greenville, Texas 75401



PHONE: (903) 453 6800
FAX: (903) 461 7793

Invitation To Submit Proposal

Formal Proposal #242-24, Hunt County Commissary Services for Sheriff Office

Please return Original Proposal and four (4) copies, subject to Terms and Conditions of this Invitation and other contract provisions, to the office of the Hunt County Purchasing Agent, 2801 Stuart Street, Greenville, Texas, 75401. Proposals will be accepted until **10:00 a.m. Central Time, (Tuesday October 22, 2024).**

The Hunt County Sheriff's Office is willing to assist any contractor in the interpretation of document provisions or explanation of how forms are to be completed. Assistance can be received by visiting the Sheriff Office at 2801 Stuart Street Greenville, TX 75401 or by calling (903) 453 6834.

For additional information, contact Chad Stroud (Jail Administrator) in writing/e-mail (cstroud@huntcounty.net) or by fax at (903) 461-7793 prior to **(4 p.m. Central Time Friday October 11, 2024).**

READ CAREFULLY

Please quote prices on the articles on the attached proposal sheet. The right is reserved to accept or reject all or any part of your offer, and to accept the offer the Commissioners' Court considers the lowest responsible offer. Proposals are to be returned sealed in an envelope clearly indicating that a proposal enclosed and reflecting the proposal number.

By submitting this proposal, the undersigned hereby certifies that said proposal has been independently arrived at and that price, terms, or conditions appearing or applicable hereto, have not and will not be disclosed by or on behalf of the contractor to another contractor or competitor.

The undersigned by his/her signature represents that he/she is authorized to bind the contractor to fully comply with the terms and conditions of the attached Invitation to Proposal, Specifications, and Special Provisions for the amount(s) shown on the accompanying proposal sheet(s). By signing below, you have read the entire document and agreed to the terms therein. **You must sign below in INK; failure to sign and return WILL disqualify the offer. All prices must be typewritten or written in ink.**

Company Name: _____

Address: _____

Contact Name: _____

City, State, Zip: _____

Telephone Number: _____

FAX Number: _____

By: _____

By: _____

Authorized Representative – Signed by Hand

Authorized Representative – Typed or Printed

(THIS PROPOSAL IS VALID FOR 60 DAYS UNLESS OTHERWISE STATED)

TABLE OF CONTENTS

Items checked below represent components which comprise this proposal/proposal package. If the item **IS NOT** checked, it is **NOT APPLICABLE** to this proposal/proposal. Offerors are asked to review the package to be sure that all applicable parts are included. If any portion of the package is missing, notify the Hunt County Sheriff's Office.

It is the Offeror's responsibility to be thoroughly familiar with all Requirements and Specifications. Be sure you understand the following before you return your proposal packet.

- 1. **Cover Sheet**
Your company name, address, and your signature (**IN INK**) should appear on this page.
- 2. **Table of Contents**
This page is the Table of Contents.
- 3. **General Requirements**
You should be familiar with all of the General Requirements.
- 4. **Special Requirements/Instructions**
This section provides information you must know in order to make an offer properly.
- 5. **Implementation of House Bill 23**
Conflict of Interest Questionnaire
- 6. **Implementation of House Bill 1295 – Instructions and Filing Process with the Texas Ethics Commission**
Certificate of Interest Parties (Form 1295) & Changes made to Form 1295
- 7. **Implementation of House Bill 89 – No Boycott Israel**
Organization Name Israel Boycott Verification Form
- 8. **Specifications / Scope of Work**
This section contains the detailed description of the product/service sought by the Sheriff Office.
- 9. **Instructions to Respondent**
This section contains the Instructions to Respondent.
- 10. **Attachments**
 - a. **Residence Certification**
Be sure to complete this form and return with packet.
 - b. **Minimum Insurance Requirements**
Included when applicable (does not supersede "Hold Harmless" section of General Requirements).
 - c. **Workers' Compensation Insurance Coverage Rule 110.110**
Included when applicable.
 - d. **Bid/Proposal Bond & Performance Bond Information & Requirements**
This form applies only to certain proposals/proposals. Please read carefully
 - e. **References & Experience as a Prime Contractor**
When references are required by the proposal specifications you must follow these guidelines.

HUNT COUNTY
GENERAL REQUIREMENTS
FOR PROPOSALS

READ THIS ENTIRE DOCUMENT CAREFULLY. FOLLOW ALL INSTRUCTIONS. YOU ARE RESPONSIBLE FOR FULFILLING ALL REQUIREMENTS AND SPECIFICATIONS. BE SURE YOU UNDERSTAND THEM.

General Requirements apply to all advertised proposals; however, these may be superseded, whole or in part, by the SPECIAL REQUIREMENTS/INSTRUCTIONS OR OTHER DATA CONTAINED HEREIN. Review the Table of Contents. Be sure your proposal package is complete.

ACCESS TO RECORDS

In special circumstances, vendor may be required to allow duly authorized representatives of Hunt County or the State of Texas and the federal government access to contracts, books, documents and records necessary to verify the nature and extent of the cost of services provided by the vendor.

ADDENDA

When specifications are revised, the Hunt County Sheriff Office will issue an addendum addressing the nature of the change. Offerors must sign and include it in the returned proposal package.

ASSIGNMENT

The successful offeror may not assign, sell or otherwise transfer this contract without written permission of Hunt County Commissioners Court.

AWARD

Hunt County reserves the right to award this contract on the basis of **LOWEST AND BEST PROPOSAL** in accordance with the laws of the State of Texas, to waive any formality or irregularity, to make awards to more than one offeror, to reject any or all proposals. In the event the lowest dollar offeror meeting specifications is not awarded a contract, the offeror may appear before the Commissioners Court and present evidence concerning his responsibility after officially notifying the Office of the Purchasing Agent of his intent to appear.

PROPOSAL FORM COMPLETION

Fill out and return to the Hunt County Sheriff Office ONE (1) Original complete bid form in an appropriately sized envelope or box. **PACKAGE MUST SHOW THE PROPOSAL NUMBER, DESCRIPTION AND BE MARKED "SEALED PROPOSALS."** An authorized representative of the offeror should sign the Bid Cover Sheet. An authorized representative of the offeror should sign the Conflict-of-Interest Questionnaire and return with bid. The completed Form 1295 with the certification of filing and signature must be returned with the bid. The completed Israel Boycott Verification Form signed and notarized must be returned with the bid. The contract will be binding only when, the County Auditor, as applicable, certifies funds and a Purchase Order issued.

PROPOSAL RETURNS

Offerors must return all completed proposals to the Hunt County Sheriff's Office reception desk at 2801 Stuart Street Greenville, TX, 75401, before **10:00 A.M. Tuesday October 22, 2024. LOCAL TIME IN GREENVILLE, TEXAS** on the date specified. Late proposals will not be accepted.

BONDS

If this proposal requires submission of proposal guarantee and performance bond, there will be a separate page explaining those requirements. Proposals submitted without the required proposal bond or cashier's check is not acceptable.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION INELIGIBILITY, AND VOLUNTARY EXCLUSION

The Contractor certifies by execution of this Contract that it is not ineligible for participation in federal or state assistance programs under Executive Order 12549, "Debarment and Suspension." The Contractor further agrees to include this certification in all contracts between itself and any subcontractors in connection with the services performed under this contract. Contractor also certifies that contractor will notify Hunt County in writing immediately if contractor is not in compliance with Executive Order 12549 during the term of this contract. Contractor agrees to refund Hunt County for any payments made to the contractor while ineligible.

CHANGE OF OWNERSHIP

If ownership of your firm should change during the term of this contract, Hunt County must be notified in writing within ten (10) days and a new declaration of relationships submitted immediately to Hunt Sheriff Office. Failure by the vendor to provide written notification of change of ownership may result in cancellation of the contract.

CONFLICT OF INTEREST IN CONTRACTS

The Commissioners shall not approve the expenditure of any funds in favor of a business entity in which a county official or employee either directly or indirectly owns a substantial interest unless prior to any vote or decision on any matter involving the business entity, the commissioners are made aware of the interest of the official or employee and provided further that the official or employee take no part in the negotiating, making, accepting, or approving any payment, agreement or contract affecting the business entity and performs no duty for Hunt County in connection with the business entity.

HUNT COUNTY
GENERAL REQUIREMENTS
FOR PROPOSALS

CONTRACT OBLIGATION

Hunt County Commissioners' Court must award the contract and the County Judge or other person authorized by the Hunt County Commissioners Court must sign the contract before it becomes binding on Hunt County or the offerors. Department heads are NOT authorized to sign agreements for Hunt County. Binding agreements shall remain in effect until all products and/or services covered by this purchase have been satisfactorily delivered and accepted.

CONTRACT RENEWALS

Renewals may be made ONLY by written agreement between Hunt County and the offeror. Any price escalations are limited to those stated by the offeror in the original proposal.

DIGITAL FORMAT

If offeror obtained the proposal specifications in digital format in order to prepare a response, *the proposal must be submitted in hard copy* according to the instructions contained in this proposal package. If, in its proposal response, offeror makes any changes whatsoever to the County's published proposal specifications, the County's proposal specification *as published* shall control. Furthermore, if an alteration of any kind to the County's proposal specification is only discovered after the contract is executed and is or is not being performed, the contract is subject to immediate cancellation without recourse.

DISQUALIFICATION OF OFFEROR

Upon signing this proposal document, an offeror offering to sell supplies, materials, services, or equipment to Hunt County certifies that the offeror has not violated the antitrust laws of this state codified in Texas Business and Commerce Code §15.01, et seq., as amended, or the federal antitrust laws, and has not communicated directly or indirectly the proposal made to any competitor or any other person engaged in such line of business. Any or all proposals may be rejected if the County believes that collusion exists among the offerors. Proposals in which the prices are obviously unbalanced may be rejected. If multiple proposals are submitted by an offeror and after the proposals are opened, one of the proposals is withdrawn, the result will be that all of the proposals submitted by that offeror will be withdrawn; however, nothing herein prohibits a vendor from submitting multiple proposals for different products or services.

DRUG FREE WORKPLACE

All vendors shall provide any and all notices as may be required under the Drug-Free Workplace Act of 1988, 28 CFR Part 67, to its employees and all sub-contractors to ensure that Hunt County maintains a drug-free workplace. The County reserves the right to review drug-testing records of any personnel involved in this proposal project. The County may require, at vendor's expense, drug testing of vendor's personnel if no drug testing records exists or if such test results are older than six (6) months.

E-MAIL ADDRESS CONSENT

Vendor affirmatively consents to the disclosure of its e-mail addresses that are provided to Hunt County or any agency of Hunt County. This consent is intended to comply with the requirements of the Texas Public Information Act, Tex. Gov't Code Ann. §522.137, as amended, and shall survive termination of this agreement. This consent shall apply to e-mail addresses provided by Vendor, its employees, officers, and agents acting on Vendor's behalf and shall apply to any e-mail address provided in any form for any reason whether related to this proposal/proposal or otherwise.

ERRORS or OMISSIONS

Due care and diligence have been used in preparation of this RFB, and it is believed to be substantially correct. However, the responsibility for determining the full extent of the exposure and the verification of all the information presented here in shall rest solely with the contractor. Hunt County and its representatives shall not be responsible for errors or omissions in these specifications, nor for failure on the part of the contractor to determine the full extent of the exposure.

EVALUATION

Evaluation shall be used as a determinant as to which proposal items or services are the most efficient and/or most economical for the County. It shall be based on all factors that have a bearing on price and performance of the items in the user environment. All proposals are subject to tabulation by the Hunt County Sheriff Office and recommendation to Hunt County Commissioners' Court. Compliance with all proposal requirements, delivery and needs of the using department are considerations in evaluating proposals. **Pricing is NOT the only criteria for making a recommendation.** The Hunt County Purchasing Department reserves the right to contact any offeror, at any time, to clarify, verify or request information with regard to any proposal.

FISCAL FUNDING

A multi-year lease or lease/purchase arrangement (if requested by the Special Requirements/Instructions), or any contract continuing as a result of an extension option, must include fiscal funding out. If, for any reason, funds are not appropriated to continue the lease or contract, said lease or contract shall become null and void on the last day of the current appropriation of funds. After expiration of the lease, leased equipment shall be removed by the offeror from the using department without penalty of any kind or form to Hunt County. All charges and physical activity related to delivery, installation, removal, and redelivery shall be the responsibility of the offeror.

HUNT COUNTY
GENERAL REQUIREMENTS
FOR PROPOSALS

GOVERNING FORMS

In the event of any conflict between the terms and provisions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, Hunt County's interpretation shall govern.

GOVERNING LAW

This invitation to proposal is governed by the competitive requirements of the County Purchasing Act, Texas Local Government Code, §262.021 *et seq.*, as amended. Offerors shall comply with all applicable federal, state and local laws and regulations. Offeror is further advised that these requirements shall be fully governed by the laws of the State of Texas and that Hunt County may request and rely on advice, decisions and opinions of the Attorney General of Texas and the County Attorney concerning any portion of these requirements.

GRANT FUNDING

Any contract entered into by the County that is to be paid from grant funds shall be limited to payment from the grant funding and the vendor/provider understands that the County has not set aside any County funds for the payment of obligations under a grant contract. If grant funding should become unavailable at any time for the continuation of services paid by the grant, and further funding cannot be obtained for the contract, then *the sole recourse of the provider shall be to terminate any further services under the contract and the contract shall be null and void.*

HIPAA COMPLIANCE

Offeror agrees to comply with the Standards for Privacy of Individually Identifiable Health Information of the Health Insurance Portability and Accountability Act of 1996, PL 104-191, 45 CFR Parts 160-164, as amended, and the Texas Medical Records Privacy Act, Texas Health and Safety Code Chapter 181, as amended, collectively referred to as "HIPAA", to the extent that the Offeror uses, discloses or has access to protected health information as defined by HIPAA. Offeror may be required to enter a Business Associate Agreement pursuant to HIPAA.

HOLD HARMLESS AGREEMENT

Contractor, the successful offeror, shall indemnify and hold Hunt County harmless from all claims for personal injury, death and/or property damage resulting directly or indirectly from contractor's performance. Contractor shall procure and maintain, with respect to the subject matter of this proposal, appropriate insurance coverage including, as a minimum, public liability, and property damage with adequate limits to cover contractor's liability as may arise directly or indirectly from work performed under terms of this proposal. Certification of such coverage must be provided to the County upon request.

INSPECTIONS & TESTING

Hunt County reserves the right to inspect any item(s) or service location for compliance with specifications and requirements and needs of the using department. If an offeror cannot furnish a sample of a proposal item, where applicable, for review, or fails to satisfactorily show an ability to perform, the County can reject the proposal as inadequate.

INTER-LOCAL PARTICIPATION

It is hereby made a precondition of any proposal/offer for a Contract for supplies or services and a part of these specifications, that the submission of any proposal/offer in response to this request constitutes a proposal/offer made under the same conditions, for the same price, and for the same effective period as this proposal/offer, to any other governmental entity having an inter-local agreement with Hunt County. It is further understood that any other governmental entity that elects to use a Hunt County Semi-annual or annual award will issue its own Contracts or purchase orders and will require separate billing.

INTER-NET DISCLAIMER

Hunt County will not be Responsible or Liable for errors and omissions within proposal documents and proposal addendum obtained from inter-net sources that are not authorized by Hunt County. Vendors obtaining proposal information from the inter-net are encouraged to contact the Hunt County Sheriff Office to request all documentation relevant to this proposal.

INVOICES AND PAYMENTS

Offerors shall submit an original invoice on each purchase order or purchase release after each delivery, indicating the purchase order number. Invoices must be itemized. Any invoice that cannot be verified by the contract price and/or is otherwise incorrect will be returned to the offeror for correction. Under term contracts, when multiple deliveries and/or services are required, the offeror may invoice following each delivery and the County will pay on invoice. Contracts providing for a monthly charge will be billed and paid on a monthly basis only. Prior to any and all payments made for goods and/or services provided under this contract, the offeror should provide his Taxpayer Identification Number or social security number as applicable. This information must be on file with the Hunt County Auditor's office. Failure to provide this information may result in a delay in payment and/or back up withholding as required by the Internal Revenue Service.

HUNT COUNTY
GENERAL REQUIREMENTS
FOR PROPOSALS

MAINTENANCE

Maintenance required for equipment proposal should be available in Hunt County by a manufacturer-authorized maintenance facility. Costs for this service shall be shown on the Pricing/Delivery Information form. If Hunt County opts to include maintenance, it shall be so stated in the purchase order and said cost will be included. Service will commence only upon expiration of applicable warranties and should be priced accordingly.

MATERIAL SAFETY DATA SHEETS

Under the "Hazardous Communication Act", commonly known as the "Texas Right To Know Act", an offeror must provide to the County with each delivery, material safety data sheets, which are applicable to hazardous substances, defined in the Act. Failure of the offeror to furnish this documentation will be cause to reject any proposal applying thereto.

MULTIPLE PROPOSAL AWARD

At the discretion of the Commissioners' Court, Proposals may or may not be awarded to a separate vendor. Hunt County reserves the right to concurrently award this proposal to the Second Lowest Proposer. The Second Lowest Proposer may provide services requested by Hunt County in the event that the Low Proposer experiences circumstances, which prevent the Low Proposer from providing the service requirements within the time frame, set forth by the County.

NAME BRANDS

Specifications may reference name brands and model numbers. It is not the intent of Hunt County to restrict these proposals in such cases, but to establish a desired quality level of merchandise or to meet a pre-established standard due to like existing items. Offerors may offer items of equal stature and the burden of proof of such stature rests with offerors. Hunt County shall act as sole judge in determining equality and acceptability of products offered.

NEW MILLENIUM COMPLAINT

All products and/or services furnished as part of this contract must be compliant for the present year and forward. This applies to all computers including hardware and software as well as all other commodities with date sensitive embedded chips.

POTENTIAL CONFLICTS OF INTEREST

An outside consultant or contractor is prohibited from submitting a proposal or proposal for services on a Hunt County project of which the consultant or contractor was a designer or other previous contributor, or was an affiliate, subsidiary, joint ventures or was in any other manner associated by ownership to any party that was a designer or other previous contributor. If such a consultant or contractor submits a prohibited proposal or proposal, that proposal or proposal shall be disqualified on the basis of conflict of interest, no matter when the conflict is discovered by Hunt County. Potential proposers are advised that they may have to disclose requirements pursuant to Texas Local Government Code, Chapter 176. This law requires persons desiring to do business with the County to disclose any gifts valued in excess of \$100.00 given to any County Official or the County Official's family member, or employment of any County Official or the County Official's family member during the preceding twelve (12) month period. The disclosure questionnaire must be filed with the Hunt County Clerk. Refer to Texas Local Government Code, Chapter 176 for the details of this law.

PRICING

Prices for all goods and/or services shall be firm for the duration of this contract and shall be stated on the Pricing/Delivery Information form. **Prices shall be all inclusive: No price changes, additions, or subsequent qualifications will be honored during the course of the contract.** All prices must be written in ink or typewritten. Pricing on all transportation, freight, drayage and other charges are to be prepaid by the contractor and included in the proposal prices. If there are any additional charges of any kind, other than those mentioned above, specified or unspecified, offeror **MUST** indicate the items required and attendant costs or forfeit the right to payment for such items. Where unit pricing and extended pricing differ, unit pricing prevails.

PROCUREMENT CARDS

Procurement Cards (MasterCard / VISA) may be utilized for purchase of items awarded on this proposal. **Hunt County will not accept or pay any Interchange Fees or Credit Card Processing Fees** associated with Procurement Card Transactions. All Procurement Card transactions are exempt from local and state sales tax.

PURCHASE ORDER AND DELIVERY

The successful offeror shall not deliver products or provide services without a Hunt County Purchase Order, signed by an authorized agent of the Hunt County Purchasing Department. The fastest, most reasonable delivery time shall be indicated by the offeror in the proper place on the Pricing/Delivery Information form. Any special information concerning delivery should also be included, on a separate sheet, if necessary. All items shall be shipped **F.O.B. INSIDE DELIVERY** unless otherwise stated in the specifications. This shall be understood to include bringing merchandise to the appropriate room or place designated by the using department. Every tender or delivery of goods must fully comply with all provisions of these requirements and the specifications including time, delivery and quality. Nonconformance shall constitute a breach, which must be rectified prior to expiration of the time for performance. Failure to rectify within the performance period will be considered cause to reject future deliveries and cancellation of the contract by Hunt County without prejudice to other remedies provided by law. **Where delivery times are critical, Hunt County reserves the right to award accordingly.**

HUNT COUNTY
GENERAL REQUIREMENTS
FOR PROPOSALS

RECYCLED MATERIALS

Hunt County encourages the use of products made of recycled materials and shall give preference in purchasing to products made of recycled materials if the products meet applicable specifications as to quantity and quality. Hunt County will be the sole judge in determining product preference application.

SEVERABILITY

If any section, subsection, paragraph, sentence, clause, phrase or word of these requirements or the specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these requirements and the specifications as though the invalid portion had been omitted.

SILENCE OF SPECIFICATIONS

The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of specifications shall be made on the basis of this statement. The items furnished under this contract shall be new, unused of the latest product in production to commercial trade and shall be of the highest quality as to materials used and workmanship. Manufacturer furnishing these items shall be experienced in design and construction of such items and shall be an established supplier of the item proposal.

SUPPLEMENTAL MATERIALS

Offerors are responsible for including all pertinent product data in the returned proposal package. Literature, brochures, data sheets, specification information, completed forms requested as part of the proposal package and any other facts which may affect the evaluation and subsequent contract award should be included. Materials such as legal documents and contractual agreements, which the offeror wishes to include as a condition of the proposal, must also be in the returned proposal package. Failure to include all necessary and proper supplemental materials may be cause to reject the entire Proposal.

TAXES

Hunt County is exempt from all federal excise, state and local taxes unless otherwise stated in this document. Hunt County claims exemption from all sales and/or use taxes under Texas Tax Code §151.309, as amended. Texas Limited Sales Tax Exemption Certificates will be furnished upon written request to the Hunt County Auditor.

TERM CONTRACTS

If the contract is intended to cover a specific time period, the term will be given in the specifications under SCOPE.

TERMINATION

Hunt County reserves the right to terminate the contract for default if offeror breaches any of the terms therein, including warranties of offeror or if the offeror becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies which Hunt County may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all services required to Hunt County's satisfaction and/or to meet all other obligations and requirements. Hunt County may terminate the contract without cause upon thirty (30) days written notice.

TITLE TRANSFER

Title and Risk of Loss of goods shall not pass to Hunt County until Hunt County actually receives and takes possession of the goods at the point or points of delivery. Receiving times may vary with the using department. Generally, deliveries may be made between 8:30 a.m. and 4:00 p.m., Monday through Friday. Offerors are advised to consult the using department for instructions. The place of delivery shall be shown under the "Special Requirements/Instructions" section of this proposal package and/or on the Purchase Order as a "Deliver To:" address.

WAIVER OF SUBROGATION

Offeror and offeror's insurance carrier waive any and all rights whatsoever with regard to subrogation against Hunt County as an indirect party to any suit arising out of personal or property damages resulting from offeror's performance under this agreement.

WARRANTIES

Offerors shall furnish all data pertinent to warranties or guarantees which may apply to items in the proposal. Offerors may not limit or exclude any implied warranties. Offeror warrants that product sold to the County shall conform to the standards established by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event product does not conform to OSHA Standards, where applicable, Hunt County may return the product for correction or replacement at the offeror's expense. If offeror fails to make the appropriate correction within a reasonable time, Hunt County may correct at the offeror's expense.

HUNT COUNTY
GENERAL REQUIREMENTS
FOR PROPOSALS

VENDORS OWING TAXES

Pursuant to TX Local Government Code §262.0276, Hunt County Commissioner's Court has adopted a policy which requires that vendors' taxes be current as of the date proposals/proposals are due. Contractors with delinquent taxes on the due date will not be eligible for award. Whether or not a vendor's taxes are delinquent will be determined by an independent review of the Tax Office records. Vendors who believe a delinquency is reflected in error must contact the Hunt County Tax Office to correct any errors or discrepancies prior to submitting their proposal in order to ensure that their proposal will be considered. Tax records are available online at the Hunt County Tax Office website —www.hctax.info. Prior to submitting a proposal, vendors are encouraged to visit the Hunt County website, set up a portfolio of their accounts and make their own initial determination of the status of their tax accounts. Furthermore, if, during the performance of this contract, a vendor's taxes become delinquent, Hunt County reserves the right to provide notice to the Auditor or Treasurer pursuant to Texas Local Government Code §154.045. This policy is effective for all proposals, proposals, quotations and contracts due on or after January 1, 2008.

Revised 1/09

SPECIAL REQUIREMENTS/INSTRUCTIONS

Formal Proposal # 242-24, Hunt County Commissary Services for Sheriff Office

1. Conflict of Interest Questionnaire:

Chapter 176 of the Texas Local Government Code requires a vendor who enters or seeks to enter into a contract for the sale of or purchase of real property, goods, or services with a local governmental entity or local government officer thereof to file a conflicts of interest disclosure questionnaire with the governmental entity prescribed.

A Conflict of Interest Questionnaire Form (CIQ) must be submitted not later than the seventh (7th) business day after the date the vendor begins discussion, negotiation, applies or response to a request for proposal or bids, or correspondence in writing related to a potential contract with the local governmental entity.

2. Certificate of Interested Parties (Form 1295):

In 2015, the Texas Legislature adopted [House Bill 1295](#), which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law.

Filing Process:

On January 1, 2016, the commission made available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the unsworn declaration printed copy of the form. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency.

Information regarding how to use the filing application will be available on this site by January 1, 2016. <https://www.ethics.state.tx.us/tec/1295-Info.htm>, please follow Instructional Video for Business Entities. at https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

Formal Proposal # 242-24, Hunt County Commissary Services for Sheriff Office

Changes to Form 1295

Changes to the law requiring certain businesses to file a Form 1295 are in effect for contracts entered into or amended on or after January 1, 2018. The changes exempt businesses from filing a Form 1295 for certain types of contracts and replace the need for a completed Form 1295 to be notarized. Instead, the person filing a 1295 needs to complete the unsworn declaration.

What type of contracts are exempt from the Form 1295 filing requirement under the amended law?

The amended law adds to the list of types of contracts exempt from the Form 1295 filing requirement. A completed Form 1295 is not required for:

- a sponsored research contract of an institution of higher education.
- an interagency contract of a state agency or an institution of higher education.
- a contract related to health and human services if; the value of the contract cannot be determined at the time the contract is executed; and any qualified vendor is eligible for the contract.
- a contract with a publicly traded business entity, including a wholly owned subsidiary of the business entity, *
- a contract with an electric utility, as the term is defined by Section 31.002, Utilities Code*or
- a contract with a gas utility, as the term is defined by Section 121.001, Utilities Code*

The newly exempt contract types are marked with an asterisk.

Why do I need to include my date of birth and address when I sign Form 1295? Was this always the case?

In 2017, the legislature amended the law to require Form 1295 to include an “unsworn declaration” which includes, among other things, the date of birth and address of the authorized representative signing the form. The change in the law applies to contracts entered into, renewed, or amended on or after January 1, 2018. The unsworn declaration, including the date of birth and address of the signatory replaced the notary requirement that applied to contracts entered into before January 1, 2018.

Will my date of birth and address appear on TEC’s website when I file the form?

No. The TEC filing application does not capture the date of birth or street address of the signatory and it will not appear on forms that are filed using the TEC filing application.

SPECIAL REQUIREMENTS/INSTRUCTIONS

Formal Proposal # 242-24, Hunt County Commissary Services for Sheriff Office

3. Organization Name – House Bill 89 Verification:

House Bill 89, effective September 1, 2017, amended the Texas Government Code to add Chapter 2270, Prohibition on Contracts with Companies Boycotting Israel. Effective September 1, 2017, a state agency, and a political subdivision (which includes a county) may not enter in a contract with a company for goods or services unless the contract contains written verification from the company that: (i) it does not Boycott Israel; and (ii) will not Boycott Israel during the term of the contract.

Pursuant to Section 2270.001, Texas Government Code:

1. “Boycott Israel” means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and
2. “Company” means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

CERTIFICATE OF INSURANCE REQUIREMENTS

Formal Proposal # 242-24, Hunt County Commissary Services for Sheriff Office

Without limiting any of the other obligations or liabilities, the vendor shall provide minimum insurance coverages as listed below, prior to the execution of the contract and maintain coverages, without interruption provided by an insurer licensed in the State of Texas, rated A- or better by A.M. Best Rating, until the work is completed and accepted by the owner. A certificate of insurance will be placed in the appropriate bid file of Hunt County prior to the execution of the contract/purchase order.

TYPE OF COVERAGE

MINIMUM LIMITS

**WORKERS COMPENSATION
COVERAGE A (See attachment "f")**

STATUTORY

**EMPLOYERS LIABILITY
COVERAGE B**

Bodily Injury by Accident – Each Accident	\$100,000
Bodily Injury by Disease – Policy Limit	\$500,000
Bodily Injury by Disease – Each Employee	\$100,000

COMMERCIAL GENERAL LIABILITY

COVERAGE A – Each Occurrence	\$1,000,000
COVERAGE B – Personal & Advertising Injury	\$250,000
General Aggregate other than Products	\$1,000,000
Products/Completed Operations Aggregate	\$1,000,000

NOTE:

- 1) Coverage for explosion, collapse & underground property hazards cannot be excluded.
- 2) Contractual liability coverage cannot be excluded.
- 3) Contractor will assume all liability for independent subcontractors.
- 4) Coverage must include Hunt County as an Additional Insured for all work performed for, or on behalf of, the County.

AUTOMOBILE LIABILITY

Bodily Injury Liability – Each Person	\$250,000
Bodily Injury Liability – Each Occurrence	\$500,000
Property Damage Liability – Each Occurrence	\$100,000

NOTE:

- 1) Coverage must include all owned, hired, and non-owned vehicles.

In the event of any material change, non-renewal or cancellation of any policy, vendor's insurance company will give 45 days' actual prior written notice to Hunt County for such changes or cancellations.

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WCC RULE 110.110 WORKERS' COMPENSATION INSURANCE COVERAGE

If this bid/proposal package is for a building or construction contract, all of the provisions of this rule as shown below apply. Since this is a mandatory requirement, cost increases should not be experienced because of the need to comply with the Texas Workers' Compensation Law. For additional information contact the Texas Workers' Compensation Commission, Southfield Building, 400 S. IH-35, Austin, Texas 78704-7491, (512) 440-3618.

A. Definitions:

Certificate of coverage ("Certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement, TWCC-81, TWCC-82, TWCC-83, or TWCC-84 showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

Duration of the project - Includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity.

Persons providing services on the project ("subcontractor" in §406.096) - Includes all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

B. The Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the contractor providing services on the project, for the duration of the project.

C. The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.

D. If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.

E. The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:

- (1) A certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and
- (2) No later than seven (7) days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

F. The Contractor shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.

G. The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

H. The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

Formal Proposal # 242-24, Hunt County Commissary Services for Sheriff Office

- I. The Contractor shall contractually require each person with whom it contracts to provide services on a project to:
- (1) Provide coverage, based on reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all its employees' providing services on the project, for the duration of the project.
 - (2) Provide to the Contractor, prior to that person beginning work on the project a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project.
 - (3) Provide the Contractor, prior to the end of coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
 - (4) Obtain from each other person with whom it contracts, and provide to the Contractor:
 - (a) A certificate of coverage, prior to the other person beginning work on the project, and
 - (b) A new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
 - (5) Retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter.
 - (6) Notify the government entity in writing by certified mail or personal delivery, within ten (10) days after the person new or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
 - (7) Contractually require each person with whom it contracts, to perform as required by paragraphs (1) – (7) with the Certificates of coverage to be provided to the person for whom they are providing services.
- J. By signing this contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

Formal Proposal # 242-24, Hunt County Commissary Services for Sheriff Office

BONDING REQUIREMENTS

If applicable, a Bid Bond shall be required. Pursuant to the provisions of Section 262.032 (a) of the Texas Local Government Code, if the contract contemplated by this request is a bid for the construction of public works, or will be under a contract exceeding \$100,000.00, Hunt County may require the vendor to execute a good and sufficient bid bond in the amount of five percent (5%) of the total contract price. Said bond shall be executed with a surety company authorized to do business in the State of Texas.

If applicable, a Performance Bond shall be required. Pursuant to the provisions of Section 262.032 (b) of the Texas Local Government Code, within thirty (30) days of the date of the signing of a contract or issuance of a purchase order following the acceptance of a bid by Hunt County Commissioners Court and prior to commencement of the actual work, the successful vendor shall furnish a performance bond to Hunt County for the full amount of the contract if the contract exceeds \$50,000.00. Said bond shall be for the purpose of insuring the faithful performance of the work in accordance with the plans, specifications and contract documents associated with the contract.

If applicable, a Payment Bond shall be required. Pursuant to the provisions of Section 2253.021, Texas Government Code, if the amount of the contract awarded to the successful vendor exceeds \$25,000.00, the successful vendor shall execute a payment bond in the amount of the contract. Said bond is solely for the protection and use of payment bond beneficiaries who have a direct contractual relationship with the prime contractor or a subcontractor to supply public work labor or material. This bond must be issued to Hunt County within ten (10) days of the award of the contract and before vendor begins the work.

If applicable, a Performance Bond shall be required. Pursuant to the provisions of Section 2253.021, Texas Government Code, if the amount of the contract awarded to the successful vendor exceeds \$100,000.00, the successful vendor shall execute a performance bond in the amount of the contract. Said performance bond is solely for the protection of Hunt County and is conditioned on the faithful performance of the work in accordance with the plans, specifications, and contract documents. This bond must be issued to Hunt County within ten (10) days of the award of the contract and before the vendor begins the work.

Formal Proposal # 242-24, Hunt County Commissary Services for Sheriff Office

REFERENCES & EXPERIENCE AS A PRIME CONTRACTOR

1. Provide a list of at least 5 references who have been customers for at least 12 months, where the bidder provides inmate phone services in the role of PRIME CONTRACTOR. Accounts where the bidder is involved as a subcontractor do not adequately demonstrate the bidder's ability to provide all products, services, and account management required of this contract as the fully accountable, single point of contact, and therefore these types of references are NOT ACCEPTABLE. For each reference, provide contact information and relevant project information (site size, number of inmate telephones, ADP, contract start date, products/services, etc.).
2. Proposed biometric technology: You MUST include a minimum of two references (of the five required) that have been using this technology as an integrated part of the proposed inmate phone system for at least 6 months. Identify which references utilize the proposed biometric features.
3. Provide a list of all instances over the past 2 years when a customer notified you that their commissions were underpaid or inaccurately paid. Explain the details of the error and how the matter was resolved. Include name of facility and contact person.
4. Provide a list of all instances over the past 2 years when a customer cancelled your contract in advance of the planned contract end. Include name of facility, contract end date and contract termination date.
5. Provide a list of all instances over the past 2 years when a customer has provided you with notice that you were in breach of contract. Describe the nature of the breach and whether or not the breach was cured to the customer's satisfaction. Include name of facility and contact person.

HUNT COUNTY SPECIFICATIONS / SCOPE OF WORK

RFP # 242-24 COMMISSARY SERVICES FOR THE SHERIFF'S OFFICE

The following requirements and specifications shall be in addition to the other requirements contained herein and shall supersede the other requirements where applicable.

1.0 OBJECTIVE

Hunt County is soliciting proposals from experienced commissary service providers to supply the Hunt County Detention Center with a full range of commissary products for inmates and an Inventory accounting system to process commissary transactions.

The following describes the intended process of how commissary will be ordered and delivered, inmate accounting system specifications, hardware specifications, warranty, maintenance, staffing requirements, billing, and implementation requirements.

All hardware and software for computerized Inmate Accounting system shall be provided by the respondent, at no cost to Hunt County and must have the ability to keep accurate, real-time records of all commissary activity and balances of individual inmate accounts.

The respondent shall secure and pay for all permits and licenses required by federal, state, and/or local laws, rules, and regulations necessary for the implementation of the provided services. This shall include fees associated with National Commission on Correctional Health Care (NCCHC) accreditation and periodic accreditation reviews, if applicable.

The respondent must show that the company can meet all requirements of federal, state, and local governments related to commissary services.

2.0 SCOPE OF WORK

It is the intent of Hunt County Sheriff Office to partner with the respondent providing the best value and most secure process for supplying commissary items to the Hunt County Detention Center, in addition to other evaluation criteria in this RFP.

The awarded vendor will be required to supply an inmate commissary ordering and delivery solution that meets the Hunt County Sheriff's Office requirements as stated in this request for proposal, as well as any value-added aspects proposed by the vendor.

The system must be capable of interfacing with Hunt County's current Jail Management System, Odyssey – Tyler Technologies and inmate phone service provider, IC Solutions Communications, inmate kiosks and inmate tablets.

Related services being sought may include but not be limited to, quality assurance programs, administrative support service, inmate trust fund records management, point of sale onsite services to inmates, negative trust fund tracking, debit card process for released inmate fund balance, paper and coin counting equipment and best advice on and the review of all aspects of commissary delivery to the County inmates.

3.0 TRUST FUND ACCOUNTING SYSTEM REQUIREMENTS AND AUDITS

Respondent must provide a computerized trust fund accounting system using real-time that adheres to generally accepted accounting principles and is capable of being audited by the County. The Proposed Trust Fund Accounting System must be currently operating in at least five (5) facilities of a similar size, or larger, for a minimum of five (5) years.

The respondent must write, own, and support all aspects of the inmate banking system including all respondent supplied equipment with their own employees. Respondents are to describe their computer software program. The software system must include the following components:

Allow the County to open an Individual Trust Fund (ITF) for an inmate at the time of booking and to enter into the computer system the amount of money in their possession at the time of booking. The following fields shall be populated via TWO-WAY interface with the Hunt County Jail Management System:

- Account Number (Shall be the inmate ID Number)
- Commissary Balance
- Last Name, First Name
- Global Jacket Number
- Birth Date
- Gender
- Cell Location (To be kept current)
- Pod Location
- Booking Date
- Booking Time
- Dietary Restrictions
- Commissary Restrictions
- Ability to move forwards and backwards (move funds from inmate commissary account and inmate phone account)
Once available, the software system must allow for the following transactions to occur on the ITF:
 - Charge Receivables such as admission fees, admission packs, etc.
 - Distribute Indigent Packs
 - Place restrictions upon Inmates (to occur via JMS interface)
 - Add funds to the account.
 - Draw funds in the form of a check and/or debit card.
 - Close an account with a detailed statement and pay the inmate's balance by check, debit card or a combination of both.
 - Close multiple accounts printing one check.
 - Deduct commissary and other charges in real-time environment.
 - Process credits.

The system must ensure that a Hunt County inmate ID number is a permanent ID number for an inmate's ITF that will allow an account to be reopened and have the ability for debts to be tracked across multiple incarcerations.

Ability to control commissary purchases, e.g., age restrictions, disciplinary control, and indigence status. Allow for up to 999 different restrictions to be placed on commissary purchases.

The respondent must install the system, provide training for County personal, provide manuals, provide ongoing support, and a toll free 24-hour emergency line to ensure maximum utilization and minimum down time with the proposed system.

The system must provide a complete audit trail on all transactions. It must also allow for scheduled and unannounced audits of the inmate accounts by the County to ensure the integrity and accuracy of the accounts and must have the ability to provide a series of reports as specified by the Sheriff.

The reports should allow for data concerning an individual inmate, a specific site within the jail, or the facility as a whole.

The reports should include:

- Cash Reports
- Sales Reports
- Checkbook Reports
- Resident Reports
- Bail Reports
- Receivable Reports
- Payroll Reports
- Phone Account Balance

The system must have a comprehensive CHECKBOOK management feature including the ability to write checks from an inmate's ITF to a third party, to void, make corrections, adding manually written checks, reclaim unclaimed monies, verification of deposits. Additionally, the system must have the capability to print a check registry based on multiple criteria that can be queried by the Jail Administration. The checkbook must also contain a "reclaim" feature in order to reclaim outdated checks.

The system must interface with the Hunt County Inmate Phone System. The interface shall address the credits and debits of a prepaid inmate phone account.

Levels of security should be present in the software system. Level must have the ability to be customized by the administration and staff of the Hunt County Detention Center, including password control, and tracking of transactions by individual and station.

Updates of the computer software must be provided free of charge to the County for the length of the contract. Respondent must show proof that past updates have been done.

The respondent must install the system, provide training for County personal, provide manuals, provide ongoing support, and a toll free 24-hour emergency line to ensure maximum utilization and minimum down time with the proposed system. The respondent must have a service center and support staff within four (4) hours of the Hunt County Detention Center to provide the County with the optimum service level. The respondent must have 24-hour uptime with failover.

All hardware necessary for the performance of this contract will be provided by the respondent for the length of the contract. Maintenance or replacement of said hardware shall be the responsibility of the respondent.

Software must utilize inmate account numbers for all inmate charges, not by name. The system must have the capability to track inmates' transactions by a permanent number in order to recover past debts.

Due to the sensitive nature of this information, data must be backed up and adequate steps to ensure security must implemented and updated regularly.

The system must also contain the following components. These components must be complete and part of the respondent's software demonstration.

- Funds/Accounts Receivables Module
- Indigent Tracking Module

Respondent shall provide the County with an interface for automated deposit services, which includes depository and release services. The said interface is for kiosk, web pay and telephone deposits provided by commissary respondent.

Each respondent acknowledges and agrees that at least once each County fiscal year, or more often if the Hunt County Sheriff desires, the Hunt County Auditor shall, without advance notice, fully examine the Hunt County Jail Commissary Accounts pursuant to Local Government Code Section 351.0415(d).

The Auditor shall verify the correctness of the accounts and report the findings of the examination to the Hunt County Sheriff. The successful respondent shall fully comply with and assist in such audit at no expense to the County.

4.0 IMPLEMENTATION, TRANSITION, AND SCHEDULE

Respondent shall provide an implementation plan that details the process and timeline for all proposed services, systems, software, labor, and equipment necessary for a successful commissary process. Respondent must provide references and past experience that demonstrates the respondent's ability to successfully perform the proposed implementation plan and schedule.

If the awarded vendor is not the current vendor, a transition plan must be included with the implementation plan and schedule.

5.0 OPERATIONAL PLAN

Respondent may provide separate operation plans, one including inmate self-service kiosks in all living units and one including phone integration with current phone system to allow for phone order entry. The Sheriff's Office currently handles operations for order delivery; however, the County may consider a proposed solution for order operations.

- Orders must be bagged at an off-site location; no on-site space will be provided for bagging of inmate orders. Responses which included on site bagging will be disqualified.
- Respondent shall provide a detailed operational plan and schedule for processing and delivering the weekly commissary orders in a complete and timely manner. This is to include the schedule for holiday week deliveries.
- Include a sample operational plan from a facility (similar in size) that respondent is currently operating in Texas. Provide the contact's name and number from the facility.

6.0 BACKUP PLAN

Respondent shall provide a "Backup Plan" in the event of an interruption in the following areas:

- Primary Facility
- Inventory
- Distribution (transportation)
- Shipping and Receiving
- Computer Technology and Hardware
- Management Staff
- Employee Staff (order processing and delivery)
- On-site staff

7.0 PROCESSING ORDERS

The principal method for commissary delivery shall be point of sale, utilizing kiosks and tablets in inmate pods. Provide an overview of how orders are processed if respondent is not proposing a point-of-sale system.

8.0 DELIVERIES

The delivery and ordering schedule must be mutually agreed upon between the proposer and the Hunt County Sheriff's Office and may be subject to change.

Respondent shall be required to deliver products in a climate controlled (i.e., air conditioning for the summer months) delivery vehicle. All items shall be shipped F.O.B. inside delivery unless otherwise stated in the specifications. This shall be understood to include bringing merchandise to the appropriate room or place as designated by the respondent. Every delivery of goods must fully comply with all provision of these requirements and the specifications, including time, delivery, and quality. Nonconformance shall constitute a breach which must be rectified prior to expiration of the time for performance. Failure to rectify within the performance period will be considered cause to reject future deliveries and cancellation of the contract by the Hunt County Sheriff's Office without prejudice to the other remedies provided by law. Where delivery times are critical, Hunt County reserves the right to award accordingly.

9.0 INMATE KIOSKS

In addition to commissary services, the County is requesting the following:

- Booking and lobby kiosk is all touch screen capable and security conscious based on the location of deployment.
- The software running the kiosk system to manage all detention financial transactions based on the County's requirements. Respondent's must provide sample financial reports. The County will work with awarded vendor if more detailed reporting is required.
- Kiosks must work on the same financial system as the inmate trust accounting system to be utilized by the jail. This system must interface with the County's Jail Management system to get basic inmate information and housing locations and maintain an inmate's current balance.

10.0 KIOSK(S) TO PROVIDE THE FOLLOWING FEATURES AND SERVICE

- Fund deposit Service: To include web, phone, credit card deposits (including In-booking by the inmate)
- Kiosks must be maintained by the vendor and have a scheduled service plan. Respondent shall include the service plan in the proposal and the process for contacting the vendor in the event of an outage. Include the network requirements for kiosks.
- In the event of an outage, awarded vendor must be able to repair or replace the kiosk within 24-48 hours. All deposits shall be real time into the inmate trust fund account.
- Funding ACH transactions shall occur on a daily basis for the previous 24-hour period.

10.5 INMATE TABLETS

In addition to commissary services, the County is requesting the following:

- We need for the Commissary vendor to be compatible with the tablet system we use (ICS) so the inmate could view his account balance, order commissary and order indigent packs.

11.0 DEPOSIT SERVICES

Respondent must provide a real-time integration with the County Money Kiosk System Services at no cost to the County to accept all deposits.

12.0 PAYMENT CARD PROTECTION

Since debit and credit card information will be processed, the selected respondent must provide adequate documentation as to which institution will be processing the card information.

Documentation of Payment Card Industry Data Security Standards (PCIDSS) Compliance is required.

13.0 DAMAGE AND REPAIR LIABILITY

The County will have no liability to the respondent for fraud, theft, vandalism/damage, or loss of the awarded vendor's equipment inflicted by the inmates or the public. All costs associated with the repair will be the responsibility of the respondent.

Any damage to any Hunt County equipment caused by the installation or maintenance of respondent's system will be paid by the respondent. Respondent will be solely responsible for the repair of or replacement of equipment so damaged.

The Hunt County Detention Center operates seven (7) days per week, 365 days per year.

Respondents must make all reasonable efforts to ensure that the system is operational and repaired as quickly as possible.

14.0 COMMISSARY MENU

The respondent and the County representatives shall meet and agree upon the items to be carried on the commissary menu. After the initial meeting, no items are to be offered without the approval of the Sheriff's Office. The respondent shall keep the Sheriff's Office current of the new products that are available.

It is recognized that the respondent may change suppliers and products. The respondent must notify the Sheriff's Office, in writing, at least one week prior to a change, regardless of reason, in the items being made available to the inmate populations. Updated forms must then be supplied to the Sheriff's Office. The awarded respondent must not change the item offered unless written confirmation is sent by the Sheriff's Office.

Respondent must submit, with this RFP, a list of all items they can provide to the County facility. From this list the County will choose which items to have carried by the respondent. All items shall include description, manufacturer, product size, weight, and the cost.

All price increases require a minimum 30-day notification and written acknowledgement of acceptance by the Sheriff's Office.

15.0 COMMISSARY PRODUCT SPECIFICATIONS

All commissary items sold to the inmate population shall meet facility safety and security requirements. These requirements include, but may not be limited to:

- No glass or metal containers
- No packaging containing false bottoms.
- No alcohol-based products or aerosol sprays
- No packaging that may be made into a weapon or other security risk.

16.0 MENU ITEM SELECTION AND PRICING

Respondent shall include a copy of a current product offering implemented at the detention facility and shall include any processing charged to the inmates. Hunt County reserves the right to determine what items are available to inmates through the commissary services. The items listed in this solicitation are not a guaranteed to be included through the commissary. A sample product catalog must be provided, including respondent cost, and selling prices.

Hunt County Sheriff's Office requires Jail Inmate Commissary Services to supply various products not limited to the following: (Hunt County reserves the right to determine what items are available through the commissary service).

- Snacks
- Sugar & Artificial Sweetener
- Drinks/Drink Mix
- Candies
- Small supplies such as (pens/pencils/envelopes, etc.)
- Personal items (combs, lotion, etc.)
- Personal hygiene items (Indigent Kits, Hygiene Kits)
- Dental Care Items
- Various over the counter medications
- Sports Bras, Women's Panties, Men's Boxers, T-shirts, and Shower Shoes etc.

17.0 PRICING AND COMMISSION RATE

The respondent shall submit a sample menu, and pricing for each item.

Hunt County expects the provider to distribute the following noncommissioned items:

- Stamped Envelopes
- Postage Stamps
- Indigent Kits
- Admission Kits

18.0 INVENTORY REQUIREMENTS OF COMMISSARY SYSTEM

The awarded vendor shall make available for purchase by all male and female inmates commissary items including, but not limited to, hygiene products, writing materials, games, snacks & candies, and clothing selections. The respondent must provide only products that meet or exceed the minimum National Accepted Standards. Items must not be added, deleted, or the brand packaging, or sizes changed without mutual agreement between the Sheriff and the successful respondent.

The successful respondent shall maintain sufficient stock levels in order to limit shortages. The awarded vendor shall not substitute items and should have an order fill rate in excess or 98%. All inventory support deliveries to the facility must be done the next day during 8am-5pm business hours, after orders are transmitted to the respondent. The awarded vendor must resolve discrepancies within twenty-four (24) hours (ex: damaged products, expired "good till" dates etc.)

The successful respondent shall correct, at no cost to the Facility, improperly ordered or delivered commissary items and make good on damaged commissary items.

The successful respondent must post credits due to non-delivery of product or computer posting errors (ex. Orders of inmates who are released, etc.) to inmate accounts prior to departure on the designated delivery day.

19.0 SPECIAL PROVISIONS

The Hunt County Sheriff's Office does not guarantee the purchase of any minimum quantities. The County will not be responsible for buying any items of excessive stock upon termination of this contract. The successful respondent is required to immediately notify the Sheriff of product liability warnings, recalls, or other notices.

Items offered in the commissary must meet the following specifications:

- Food items shall be wrapped/packaged and dated for individual consumption.
- All containers shall be made of non-breakable material and clear where available.
- Combs and hair picks shall be made of Non-breakable plastic no longer than six (6) inches.
- All consumable products shall be non-alcoholic (mouthwash etc.)
-

If respondent offers an option for tobacco products, please include an item and pricing list. If any regulatory or facility requirements are known to the respondent, please include this information, including any pass-through fees.

20.0 CRIMINAL BACKGROUND CHECKS

Any commissary/inmate communications contracts will require vendors to enter sensitive security areas. These include, but are not limited to, Hunt County Sheriff's Department and/or Hunt County Jails.

The following will apply to awarded vendor personnel.

- The successful bidder shall provide information, including, but not limited to, name, date of birth, and driver's license number for each individual who will be performing work on Hunt County property.
- Vendor personnel who perform work on Hunt County property must submit to and pass a Sheriff's Department Criminal Background Check. That status must be maintained by all vendor personnel entering County buildings for the duration of the contract.

- Criminal Background checks conducted by your firm may or may not be acceptable to certain departments depending on their particular requirements. The County reserves the right to conduct additional Criminal Background Checks as it deems necessary.
- Award of a contract could be affected by your firms' refusal to agree to these terms. Award could also be affected if your firm is unable to supply personnel who can pass a Criminal Background Check.

*****The Criminal Background Check applies to the individual and not the company**

HUNT COUNTY INSTRUCTIONS TO RESPONDENTS

RFP # 242-24 COMMISSARY SERVICES FOR THE SHERIFF'S OFFICE

The following requirements and specifications shall be in addition to the other requirements contained herein and shall supersede the other requirements where applicable.

1.0 THE CONTRACT:

The Contract consists of all documents included in this Request for Proposal Number 242-24, as well as addenda issued prior to execution of the Contract and modifications issued after execution of the Contract. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may only be amended or modified under the terms of this Contract. Hunt County may make partial or complete awards to one or more vendors (if applicable) whichever is in the best interest of the County.

2.0 PROJECT DESCRIPTION

Hunt County is seeking proposals for Commissary Services for the Sheriff's Office.

3.0 SCHEDULE OF EVENTS *(dates may be subject to change)*

The following is the schedule of events listed in the order of occurrence, showing the major milestones from issuance of the RFP to the contract award:

<u>Event</u>	<u>Date</u>
<u>Herald Banner Ad</u>	Thursday, September 26, 2024 & Thursday, October 3, 2024
<u>RFP Issuance</u>	Thursday September 26, 2024
<u>Pre-Bid Meeting</u> Location: Hunt County Detention Center, 2801 Stuart Street, Greenville, TX 75401 Time: 9:00 a.m.	Wednesday October 9, 2024
<u>RFP Questions Due</u> Time: Prior to 4 p.m.	Friday October 11, 2024
<u>Proposal Due Date</u> Time: 10:00 a.m.	Tuesday October 22, 2024
<u>Proposal Award</u> Location: Hunt County Commissioner's Courtroom located in the Juvenile Probation building 2700 Johnson Street, Greenville, TX 75401. Time: 10:00 a.m.	Tuesday November 12, 2024

Hunt County reserves the right to change the schedule of events, as it deems necessary. In the event of a major date change, known participants will be notified. Hunt County also reserves the right to issue addenda to the RFP up to seven (7) days before the proposal due date to clarify the requirements and respond to bidder questions. Vendors shall acknowledge receipt of all addenda in their proposals.

4.0 QUESTIONS DUE DATE (FOR CLARIFICATIONS)

Any prospective respondent desiring any explanation or interpretation of the proposal must make a written request which must be received by the Hunt County Sheriff Office on or before **Friday October 11, 2024, prior to 4 p.m.**
The request must be emailed to cstroud@huntcounty.net
Emails must include the project name and number in the subject field.

All responses to questions or clarification requests will be answered in the form of an addendum after the question deadline and no later than 5 business days prior to the opening/closing date of the solicitation.

5.0 PRE-BID MEETING

A Pre-Bid meeting will be held on **Wednesday October 9, 2024 @ 9:00 a.m.** at the Sheriff's Office located at 2801 Stuart Street, Greenville, Texas 75401. Attendance is not mandatory in order to submit an offer; however, it is highly recommended. Interested parties are encouraged to download all of the proposal documents prior to attending the meeting.

6.0 PROPOSAL REQUIREMENTS

The proposal includes instructions to respondents, specifications, and contract documents. It is the responsibility of each Respondent before submitting a proposal to examine the contract documents thoroughly.

RFP SUBMISSIONS MAY BE PROVIDED IN ONE WAY, AS EXPLAINED BELOW:

Submitting an RFP Hard Copy Document Submission

PROPOSAL FORMAT

To enable the Selection Committee to fairly evaluate each proposal, each bidder shall use the following proposal format:

Cover Letter
Table of Contents
Executive Summary
Point-by-Point RFP Response
Commission Offer Form and Sample Commission Calculation
Rate Information
References
System Information Attachments or Exhibits

One (1) original hard copy shall be submitted, which will consist of "Exhibit A Required Forms" and "Exhibit B Additional Requirements".

The hard copy submission shall be sealed in an envelope or box for delivery to the Hunt County Sheriff Office 2801 Stuart Street Greenville TX 75401 per instructions herein. All documents included in the response and the outside of the envelope and/or box must be labeled with the vendor's name and the RFP number.

7.0 CONTRACT AWARD / EVALUATION PROCESS

An evaluation committee will examine all responses to this Request for Proposals. Responses that do not conform to the instructions given or that do not address all the questions and services specified may be eliminated from consideration. Hunt County, however, reserves the right to accept such a response if it is determined to be in the County's best interest to do so.

Hunt County expressly reserves the right, in its sole judgment, to accept or reject any or all proposals, with or without cause, modify, alter, waive any technicalities or provisions, or to accept the proposal which, in its sole judgment, is determined to be the best evaluated offer resulting from negotiation.

Hunt County reserves the right to withdraw the RFP in whole or in part, at any time and for any reason. Submission of a proposal confers no rights upon the Vendor nor obligates Hunt County in any manner. Hunt County reserves the right to award no Agreement and to solicit additional offers at a later date.

Hunt County may initiate discussions with respondents. Additional information will be accepted during this period from respondents who responded to the original request. Respondents may NOT initiate discussions. Hunt County expects to conduct discussions with respondent personnel authorized to enter into contractual obligations.

Hunt County shall rank responses in accordance with the Evaluation Criteria and will review proposal content and its conformance to requirements. Following an initial evaluation, the evaluation team may recommend award without further discussion with one or more respondents or may conduct discussions and interviews with top-ranked responsible respondent(s).

During the discussion / interview and negotiations, the evaluation team may allow the respondent(s) to submit a best and final offer. Final offers shall be evaluated on the same criteria used in the first evaluation.

The award of the contract shall be made to the responsible respondent whose proposal is determined to be the lowest and best evaluated offer resulting from negotiations, taking into consideration the relative importance of price and other evaluation factors set forth in this request for proposal.

“Lowest and best” means an offer providing the best value for the County considering associated direct and indirect costs, including transport, maintenance, reliability, life cycle, warranties, and customer service after a sale.

Hunt County is not bound to accept the lowest priced proposal if that proposal is judged not to provide the best value for the County.

Hunt County reserves the right to award this contract, not necessarily to the vendor with the highest commission, but to the bidder who demonstrates the best ability to fulfill the requirements of the RFP.

Vendors whose proposals do not meet the mandatory requirements will be considered non-compliant. After the evaluation of the proposals and selection of the successful vendor, all vendors will be notified in writing of the selected firm.

Proposals will be opened publicly to identify the names of the respondents. Other contents of the proposals will not be disclosed prior to award or rejection by Hunt County.

Hunt County reserves the right to reject any and all proposals and is not obligated to award a contract pursuant to this request for proposal.

8.0 EVALUATION CRITERIA

The criteria used to evaluate the proposals shall be:

Menu Items and Pricing of those Items (value and benefit to inmates and commissary)	25 points
Project Implementation and Timeline and Qualifications of Project team – this includes safety and security procedures to be performed by the provider	10 points
Commission, Rate of return, and/or Sales growth potential	30 points
Compatibility with current jail management system and inmate phone service provider	10 points
Responses to scope of work in Exhibit B	15 points
Performance and record of the respondent, includes service, availability, reliability, and efficiency (include 5 current clients and contact information)	10 points

8.1 Bonus Scoring (15-point scale)

Bonus Points-Interview - Interviews will only be conducted with top ranked respondents if requested by the evaluation team.

Your score may be adjusted up to a maximum of 15 points-total overall possible evaluation points=15

8.1.1 Response to Questions & Answers (0-10 points)

8.1.2 Interview preparedness & adherence to interview (0-5 points)

9.0 CONTRACT TERM

- Award of Contract shall begin upon acceptance of Contract and shall continue for twelve (12) months.
- Further, Hunt County reserves the right to renew the Contract every twelve (12) months for five (5) renewal periods.
- Such renewal shall be subject to the terms and conditions herein contained and shall be effective only if evidenced in writing.
- Hunt County retains the option to solicit new proposals at any time if in its best interest.

9.1 TERMINATION/DEFAULT

In the event that the Vendor shall fail to perform, keep and observe any of the terms, covenants and conditions of the Agreement, Hunt County shall give the Vendor written notice of such default and in the event said default is not remedied to the satisfaction and approval of Hunt County within thirty (30) calendar days of receipt of such notice by the Vendor, Hunt County, in its sole discretion, may terminate this Agreement.

The Agreement between Hunt County and the awarded Vendor may be terminated by Hunt County upon sixty (60) days written notice from Hunt County to the Vendor.

Should the Vendor for any reason become unable to complete the work called for by virtue of the Agreement for Inmate Commissary Services, Hunt County may, at its sole discretion, call for the Surety Bond due, in full for such non-performance, and/or as liquidated damages.

9.2 OTHER OPTIONS

We are interested in the optional features and technology that each vendor has to offer. These value-added options can be additional features of the system, integrated solutions or external technologies that complement the inmate calling system and enhance our ability to perform investigations. Technologies proposed may be included in the bid at no cost or offered at an additional price, which may be funded from commission revenue.

9.3 REFERENCES & EXPERIENCE AS A PRIME CONTRACTOR

6. Provide a list of at least 5 references who have been customers for at least 12 months, where the bidder provides inmate phone services in the role of PRIME CONTRACTOR. Accounts where the bidder is involved as a subcontractor do not adequately demonstrate the bidder's ability to provide all products, services, and account management required of this contract as the fully accountable, single point of contact, and therefore these types of references are NOT ACCEPTABLE. For each reference, provide contact information and relevant project information (site size, number of inmate telephones, ADP, contract start date, products/services, etc.).
7. Proposed biometric technology: You MUST include a minimum of two references (of the five required in 2.13 - 1) that have been using this technology as an integrated part of the proposed inmate phone system for at least 6 months. Identify which references utilize the proposed biometric features.
8. Provide a list of all instances over the past 2 years when a customer notified you that their commissions were underpaid or inaccurately paid. Explain the details of the error and how the matter was resolved. Include name of facility and contact person.
9. Provide a list of all instances over the past 2 years when a customer cancelled your contract in advance of the planned contract end. Include name of facility, contract end date and contract termination date.

10. Provide a list of all instances over the past 2 years when a customer has provided you with notice that you were in breach of contract. Describe the nature of the breach and whether or not the breach was cured to the customer's satisfaction. Include name of facility and contact person.

9.4 COMMISSION, RATE OF RETURN, and/or SALES GROWTH POTENTIAL

1. Provide how commissions are determined, rate of return, and the sales growth potential.
2. Provide the Commissions rate.

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

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

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

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

OFFICE USE ONLY

Date Received

1 Name of vendor 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 on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Signature of vendor doing business with the governmental entity

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

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

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

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

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

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

(2) the vendor:

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

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

or

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

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

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

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

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

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

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

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

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

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

(1) the date that the vendor:

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

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

(2) the date the vendor becomes aware:

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

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

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



**Organization Name
Israel Boycott Verification**

I, _____, the undersigned
representative of _____

_____ (hereafter referred to as company) being
an adult over the age of eighteen (18) years of age, after being duly sworn by the
undersigned notary, do hereby depose and verify under oath that the company named-
above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract.

Pursuant to Section 2270.001, Texas Government Code:

1. *"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and*
2. *"Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit, but does not include a sole proprietorship.*

Pursuant to Section 2270.001, Texas Government Code:

(a) This section applies only to a contract that:

1. *Is between a governmental entity and a company with 10 or more full-time employees; and*
2. *Has a value of \$100,000.00 or more that is to be paid wholly or partly from public funds of the governmental entity.*

Organization Name
Israel Boycott Verification

DATE

SIGNATURE OF COMPANY REPRESENTATIVE

On this the ____ day of _____, 20____, personally appeared _____, the above-named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

NOTARY SEAL

NOTARY SIGNATURE

Date

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is no Interested Party.

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address _____ (street) _____ (city) _____ (state) _____ (zip code) _____ (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.

(month) (year)

 Signature of authorized agent of contracting business entity
 (Declarant)

ADD ADDITIONAL PAGES AS NECESSARY