

FILED
AT _____ O'CLOCK ____ M

MAR 31 2025

CORYELL COUNTY
AUDITOR'S OFFICE

Jennifer Newton
COUNTY CLERK, CORYELL CO., TEXAS

REQUEST FOR PROPOSALS

"Inmate Trust Accounting and Commissary Services" FOR CORYELL COUNTY

PROPOSAL NUMBER: RFP 2025-02

PROPOSALS MUST BE RECEIVED ON OR BEFORE:

Pre-Proposal Conference and Site Visit:

RFP SUBMISSION

DEADLINE: Proposals must be received in the Coryell County Auditor's Office on or before April 21, 2025 at 2:00pm. All Respondents submitting a proposal by the due date and time will have their names read aloud directly following the proposal deadline in the Coryell County Commissioners Court room.

In the case of inclement weather or any other unforeseen event causing the County to close for business or delay opening, proposals will be received and opened the following business day at the designated time and place stated herein. For example, if proposals are due on Wednesday at 2:00 p.m. and the County is closed on Wednesday for bad weather or an unforeseen event, the proposals will be accepted until Thursday, 2:00 p.m.

METHODS: Only sealed proposals will be accepted and may be hand delivered or mailed to:

*Coryell County Auditor's Office
Attn: Matthew Wood
Coryell County Main Street Annex
800 East Main Street Suite A
Gatesville, Texas 76528*

FAX/EMAIL: Facsimile and electronic mail submissions are not acceptable.

RFP REQUIREMENTS

SUBMITTAL: One (1) electronic copy (via CD or jump drive), one (1) unbound original proposal and six (6) bound copies should be submitted. The proposals should be marked "original" or "copy". Electronic copies should be in MS Word or pdf, unencrypted, and non-password protected format. A "complete proposal" consists of all the required proposal documents with appendices filled out and signed. **All copies must have the same attachments as the original.**

Respondents are responsible for checking the County's website for any changes to the proposal documents, such as addenda, clarifications and questions located at <https://coryellcounty.org>. The County can only guarantee the accuracy and completeness of information on <https://coryellcounty.org> website. **If another agency or construction data website references this project, please also refer to <https://coryellcounty.org> website mentioned above to verify completeness of the data.**

There will be no formal proposal opening at the expiration of the response deadline. Respondent submissions received by the due date and time will have their name(s) read aloud directly following the proposal deadline in the Coryell County Commissioners Court room located at the Coryell County Main Street Annex, 800 East Main Street, Gatesville, Texas 76528.

SEALED PROPOSALS: All proposals must be returned in a sealed envelope addressed to Coryell County with the Respondent's name, address, RFP number with RFP name, closing date and time clearly marked on the outside. **If an overnight delivery service is used,** the Respondent's name, address, RFP number with RFP name, closing date and time should be clearly marked on the outside of the delivery service envelope.

REFERENCES: Coryell County requires Respondent to supply a list of at least three (3) references where like services have been supplied by their company. Include name of firm, address, telephone number and name of representative.

DEBARMENT CERTIFICATION: All participants are required to certify or acknowledge in their response that they are free from suspension or debarment pursuant to federal regulation 45CFR76.

LEGIBILITY: Proposals must be legible and of a quality that can be reproduced.

FORMS: All proposals will be submitted on the forms provided in this RFP packet. Changes to the RFP packet made by Respondents may disqualify their proposal. Proposals cannot be altered or amended after submission deadline.

LATE PROPOSAL: Proposals received after submission deadline will be filed unopened as they are considered void and unacceptable. Coryell County is not responsible for lateness of mail, courier service, etc.

RESPONSIBILITY: It is expected that a prospective Respondent will be able to affirmatively demonstrate Respondent's responsibility. A prospective Respondent should be able to meet the following requirements:

- a. have adequate financial resources, or the ability to obtain such resources as required.
- b. be able to comply with the required or proposed delivery schedule.
- c. have a satisfactory record of performance.
- d. qualified and eligible to receive an award.

Coryell County may request representation and other information sufficient to determine Respondent's ability to meet these minimum standards listed above.

WITHDRAWAL OF PROPOSAL: A Respondent may withdraw a proposal that has been submitted at any time up to the RFP closing date and time. To accomplish this, a written request signed by an authorized representative of the Respondent shall be submitted to the RFP contacts listed within this proposal. Once the proposals are opened, all proposals shall be valid for a period of ninety (90) days after the RFP closing date.

AWARD OF AGREEMENT

SIXTY-FIVE DAYS: The RFP award(s) are anticipated to be made within sixty-five (65) days after the RFP closing date. The County may reject or award an RFP on a per item or service basis.

AWARD OR REJECTION: The County reserves the right to award this contract on the basis of evaluation criteria in accordance with the laws of the State of Texas. All proposals may be awarded or rejected in total or in part at the sole discretion of the County. The County may waive any informality or irregularity. Proposals may be awarded or rejected in any combination the County selects as the lowest and best proposal(s) for the County, taking into consideration direct and indirect costs, including transport, maintenance, reliability, life cycle, warranties, and customer service after the sale.

AGREEMENT: This Proposal, when properly accepted by Coryell County, shall constitute an agreement equally binding between the successful Respondent and Coryell County. The successful Respondent may be required to sign an additional agreement containing terms necessary to ensure compliance with the proposal.

AGREEMENT ADMINISTRATION: After the award of the RFP, the Jail Administrator shall be the agreement administrator and Owner's Designated Representative (ODR) with designated responsibility to ensure compliance with agreement requirements, such as but not limited to, acceptance, inspection, and delivery. The agreement administrator/ODR will serve as liaison between Coryell County and the successful Respondent.

AGREEMENT PERIOD(S): Agreement term shall be from Date awarded through May 1, 2026, and may be renewed for two (2) additional one-year periods if so agreed to by awarded Respondent and approved by the County. If the County or awarded Respondent should decline any renewal period or after the exhaustion of the entire agreement term, the County may request up to an additional ninety (90) days past any agreement term to advertise and award a new RFP.

AGREEMENT COSTS AND TERM RENEWALS: Pricing shall remain firm during the initial term of the contract. Notwithstanding the foregoing, the awarded bidder may request a price increase during the initial term if the cost of materials or manufacturing has increased above those listed in the awarded bidder's original bid documents. Any request for a price increase must be in writing and accompanied by appropriate documentation to justify the increase (for example, a letter dated during the contract term from the awarded bidder's current raw material provider explaining the increase in the cost of materials). The County will consider and may approve any properly submitted request for an increase. Approval of a requested increase is within the County's discretion and approval may be withheld for any reason. If approved, the County will determine when the price increase becomes effective. Any price increase shall be passed onto the County at par without any additional profit, markup or overhead. The awarded bidder may offer price decreases of any type at any time.

If during any term of this contract, the awarded bidder should enter into any contract with another county within Texas for commodities or services with similar scope of work with rates more favorable than those granted to Coryell County, the bidder agrees to modify this contract to include such more favorable rates.

It is recommended that the bidder provide any rate reduction or discount voluntarily.

Any request in price change with supporting documentation shall be sent to the following address only. Any requests for increases shall be submitted no later than six months prior to the end of the initial term and six months before each subsequent renewal request.

Coryell County Auditor's Office
Attn: Matthew Wood
Coryell County Main Street Annex
800 East Main Street Suite A
Gatesville, Texas 76528

On the outside of the envelope please write "**Cost Change Notification RFP "RFP 2025-02"**"

PROPOSAL CONTACTS

RFP QUESTIONS OR REQUEST FOR CLARIFICATIONS: Any questions or requests for clarification must be submitted to the Coryell County Auditor's Office, in writing, to county.auditor@coryellcountytexas.gov prior to **2:00 P.M. CST on April 21, 2025**. Please indicate "**RFP 2025-02 Questions**" in the subject line of your email. There will be no exceptions. All responses to the questions will be sent to all known Respondents who have expressed interest in this proposal. Unauthorized contact regarding this RFP with any Coryell County employees or Respondents may result in disqualification. Any oral communications will be considered unofficial and non-binding for this proposal. All Respondents should rely only on written statements.

PURCHASING CONTACT:

Coryell County Auditor's Office
Attn: Matthew Wood
county.auditor@coryellcountytexas.gov
Coryell County Main Street Annex
800 East Main Street Suite A
Gatesville, Texas 76528

RFP PROTEST: Any Respondent wishing to file a protest concerning alleged improprieties with this solicitation must submit the protest in written format to the named contacts above within ten (10) business days after RFP award. The formal written protest must identify the name of the Respondent contesting the solicitation, the project name and number, and the specific grounds for the protest with all supporting documentation.

TERMS AND CONDITIONS

FUNDING: Funds for payment have been provided through the Coryell County budget approved by County for the current fiscal year.

SALES TAX: Coryell County is by statute, exempt from the State Sales Tax and Federal Excise Tax. The County qualifies for exemption from State and Local Sales and Use Taxes pursuant to the provision of Article 20.04(1) of the Texas Limited Sales, Excise and Use Tax Act. Taxes normally levied on the purchase, rental and lease of materials, supplies and equipment used or consumed in performance of the Agreement may be exempted by issuing to suppliers an exemption certificate in lieu of tax. Exemption certificates comply with State Comptroller of Public Accounts Ruling No. 95-0.07. Any such exemption certificate issued in lieu of tax shall be subject to State Comptroller of Public Accounts Ruling No. 95-0.09, as amended. Failure by the Respondent to take advantage of the County's exemption and to obtain

such exemption certificate shall make him responsible for paying taxes incurred on materials furnished on the Project without additional cost to or reimbursement by the County. Sales Tax Exemption Forms are available upon request from the Coryell County Auditor's Office.

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, the County's interpretation shall govern. Where substitutions are used, they must be of equivalent value or service and specified by the Respondent as such. The County's specifications may be exceeded and should be noted by the Respondent as such. Any proposal NOT MEETING the minimum requirements specified may be rejected.

GOVERNING LAW: This request for proposals is governed by the competitive requirements of the County Purchasing Act, Texas Local Government Code, 262, as amended. Respondents shall comply with all applicable Federal, State and Local laws and regulations. Respondent is further advised that these requirements shall be fully governed by the laws of the State of Texas and that the County may request and rely on advice, decisions and opinions of the Attorney General of Texas, County Attorney, or any Attorney concerning any portion of these requirements.

STATEMENTS: No oral statement of any person shall modify or otherwise change or affect the terms and conditions, and/or specifications stated in this RFP packet and/or RFP instructions/requirements.

PURCHASE ORDER: If required by the Coryell County Auditor's Office a purchase order(s) may be generated to the successful Respondent for items and/or services. If a purchase order is issued the purchase order number must appear on all itemized invoices and/or requests for payment.

PAYMENT: Payment shall be made by check from the County upon satisfactory completion and acceptance of items and submission of a correct invoice to the ordering department for work specified by this Agreement. No down payment or advance payment of any kind shall be made. Payment will be made within 30 days of receipt of an accurate invoice.

1. Name, address, and telephone number of Respondent and similar information in the event the payment is to be made to a different address.
2. County agreement, Purchase Order, and/or delivery order number, if applicable.
3. Identification of items or service as outlined in the agreement.
4. Quantity or quantities, applicable unit prices, total prices, and total amount.
5. Any additional payment information which may be called for by the agreement.
6. A current W-9 Form filled out and on file with the Auditor's Office.

Payment inquiries should be directed to the Auditor's Office.

Contractor shall submit two (2) total copies of an itemized invoice showing the RFP number and purchase order number. One (1) copy to each of the following:

Coryell County Auditor's Office
county.auditor@coryellcountytexas.gov
Coryell County Main Street Annex
800 East Main Street Suite A
Gatesville, Texas 76528

Coryell County Jail Attn: Jail Administrator
510 Leon Street

Gatesville, Texas 76528

If a discrepancy is found on any invoice, the County will call your customer service point of contact for correction. Payment of any corrected invoice will be made in thirty (30) days once the corrected invoice has been received. In no circumstances should any invoice dispute last longer than thirty (30) days.

CONFLICT OF INTEREST: No public official shall have interest in an agreement, in accordance with Local Government Code Title 5, Subtitle C, Chapter 171. As of January 1, 2006, Respondents are responsible for complying with Local Government Code Title 5, Subtitle C, Chapter 176. ***The Conflict of Interest Statement is attached (see Appendix) to this RFP packet. This form should be completed, signed, and submitted with your Proposal.***

CERTIFICATE OF INTERESTED PARTIES: 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, or (3) is for services that would require a person to register as a lobbyist under Chapter 305 of the Government Code. 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. The commission does not have any additional authority to enforce or interpret House Bill 1295. ***Information regarding the 1295 Form is attached (see Appendix) to this bid packet.*** The successful bidder will be required to submit a signed 1295 form to the County prior to the award of this bid and/or prior to signing a contract with the County.

ETHICS: The Respondent shall not accept or offer gifts or anything of value nor enter into any business arrangement with any employee, official or agent of Coryell County prior to an award of contract or during the agreement performance dates.

HOUSE BILL 89 VERIFICATION: House Bill 89 prohibits governmental entities from contracting with companies who boycott Israel and from investing in companies that boycott Israel. Participants are required to sign form HB 89 Verification Form (***see Appendix***), if applicable, verifying that they do not boycott Israel nor do they invest in companies that boycott Israel and will not boycott Israel or invest in companies that boycott Israel during the term of the contract.

SENATE BILL 252: Governmental agencies may not enter into a governmental contract with a company that does business with Iran, Sudan, or any known terrorist organization. The State Comptroller's Office will publish/maintain a list of companies known to have contracts with or provide supplies or services to a foreign terrorist organization. The County is required to verify prior to entering into a contract.

DOCUMENTATION: Respondent shall provide with this RFP' response, all documentation required by this proposal. Failure to provide this information may make the RFP non-responsive and as a result the RFP may be rejected by the County.

TERMINATION FOR CAUSE OR DEFAULT: Coryell County reserves the right to enforce the performance of this agreement in any manner prescribed by law or deemed to be in the best interest of

the County in the event of breach or default of this agreement. Non-Performance of the Respondent in terms of specifications shall be a basis for the termination of the agreement by the County. The County shall not pay for commodities/services which are unsatisfactory. Awarded Respondent may be given a reasonable opportunity before termination to correct the deficiencies. This, however, shall in no way be construed as negating the basis for termination for non-performance.

TERMINATION FOR CONVENIENCE: Coryell County may terminate this agreement and/or any additional agreement containing terms necessary to ensure compliance with the awarded proposal, for convenience and without cause or further liability, upon ninety (90) days written notice to awarded Respondent. In the event Coryell County exercises its right to terminate without cause, it is understood and agreed that only the amounts due to the awarded Respondent for goods, commodities and/or services provided, and expenses incurred to and including the date of termination, will be due and payable. No penalty will be assessed for Coryell County's termination for convenience.

DISPUTES: The parties agree that, in the event of a dispute or alleged breach subject to termination for cause or convenience above, they will work together in good faith first, to resolve the matter internally by escalating it to higher levels of management, prior to resorting to litigation, other than disputes involving confidentiality or infringement of intellectual property rights (in which case either party shall be free to seek available remedies in any forum). Any disputes arising under this agreement that cannot be successfully resolved by the parties within seven (7) business days may be settled by appropriate legal proceedings. The rights and obligations described herein shall survive completion of and final payment under this agreement. This agreement shall be governed and construed according to the laws of the State of Texas. Venue for purposes of any and all lawsuits, causes of actions, claims or disputes shall be in Coryell County, Texas.

APPLICABLE LAW: This Agreement is to be construed under the laws of the State of Texas and all obligations of the parties created by this Agreement are performable in CORYELL COUNTY, Texas.

INDEMNIFICATION: TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE RESPONDENT AND ITS AGENTS, PARTNERS, EMPLOYEES, AND CONSULTANTS (COLLECTIVELY "INDEMNITORS") SHALL AND DO AGREE TO INDEMNIFY, PROTECT, DEFEND WITH COUNSEL APPROVED BY CORYELL COUNTY, AND HOLD HARMLESS CORYELL COUNTY, REPRESENTATIVES OF CORYELL COUNTY, THE COUNTY OF CORYELL COUNTY, ITS VARIOUS DEPARTMENTS, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND THE DISTRICT COURTS AND COUNTY COURTS AT LAW TRYING CRIMINAL CASES IN CORYELL COUNTY, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS (COLLECTIVELY "INDEMNITEES") FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES, LIENS, CAUSES OF ACTION, SUITS, JUDGMENTS, AND EXPENSES, INCLUDING ATTORNEY FEES, OF ANY NATURE, KIND, OR DESCRIPTION (COLLECTIVELY "LIABILITIES") OF ANY PERSON OR ENTITY WHOMSOEVER ARISING OUT OF, CAUSED BY, OR RESULTING FROM THE PERFORMANCE OF THE SERVICES OR ANY PART THEREOF WHICH ARE CAUSED IN WHOLE OR IN PART BY ANY NEGLIGENT ACT OR OMISSION OF THE RESPONDENT, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY IT OR ANYONE FOR WHOSE ACTS IT MAY BE LIABLE, EVEN IF IT IS CAUSED IN PART BY THE NEGLIGENCE OR OMISSION OF ANY INDEMNITEE, SO LONG AS IT IS NOT CAUSED BY THE SOLE NEGLIGENCE OR WILLFUL MISCONDUCT OF ANY INDEMNITEE. IN THE EVENT MORE THAN ONE OF THE INDEMNITORS ARE CONNECTED WITH AN ACCIDENT OR OCCURRENCE COVERED BY THIS INDEMNIFICATION, THEN EACH OF SUCH INDEMNITORS SHALL BE JOINTLY AND SEVERALLY RESPONSIBLE TO THE INDEMNITEES FOR INDEMNIFICATION AND THE ULTIMATE RESPONSIBILITY AMONG SUCH INDEMNITORS FOR THE LOSS AND EXPENSE OF ANY SUCH INDEMNIFICATION SHALL BE SETTLED BY SEPARATE PROCEEDINGS AND WITHOUT JEOPARDY TO ANY INDEMNITEE. THE PROVISIONS OF THIS ARTICLE SHALL NOT BE CONSTRUED TO ELIMINATE OR REDUCE ANY OTHER

INDEMNIFICATION OR RIGHT WHICH CORYELL COUNTY OR ANY OF THE INDEMNITEES HAS BYLAW.

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

COMPLIANCE WITH LAWS: The successful Respondent shall comply with all applicable federal, state, and local laws and regulations pertaining to the practice of the profession and the execution of duties under this RFP including the Texas Administrative Code, Title 37, Part 9, Chapter 273 and Texas Local Government Code 511.009 (a) (15).

RESPONDENTS EMPLOYEES/OR SUB CONTRACTORS: Coryell County shall have the right at any time to request replacement of any of the Respondent's employees or sub-contractors. Upon such request, the Respondent shall use all reasonable efforts to promptly replace such employee with a team member having skills and training that are equal to or exceed those of the individual to be replaced. All such replacement personnel shall require prior written approval by Coryell County.

NOTICE OF DELAYS: In the event the Respondent encounters or anticipates difficulty in meeting performance or schedule requirements, or when it anticipates or encounters difficulty in complying with the project requirements, or whenever the Respondent has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this agreement, the Respondent shall promptly notify, Matthew Wood, Coryell County Auditor/Purchasing in writing, giving pertinent details. This provision shall not be construed as a waiver by Coryell County of any performance schedule, or any rights or remedies provided by law or under this agreement.

CHANGE CONTROL PROCESS: The mechanism used to make changes to the agreement shall be finalized by Coryell County and the Respondent during final agreement negotiations. The established change control process shall, at a minimum, include the provisions outlined below.

- Either party may identify a requirement for, or propose a change to, the services described in this agreement, to include all attachments hereto.
- Proposed changes submitted by the Respondent must include the identification of any required changes to the schedule, scope, budget/prices, and personnel.
- Proposed changes submitted by Coryell County shall be evaluated by the Respondent for the purposes of identifying the impact of such changes in terms of schedule, scope, budget/prices, and personnel. This information shall be provided to Coryell County within five (5) business days of receipt of the proposed change.

In any event, both parties shall be allotted no more than five (5) business days for the review of a proposed change request submitted by either party and shall indicate in writing that the parties approve/disapprove, or deferment of the proposed change.

CONFIDENTIAL PROPRIETARY/COPYRIGHT MATERIALS: Materials listed in your RFP submission that are copyrighted shall be listed clearly under a copyrighted materials section within your RFP submission.. Coryell County is subject to the Texas Public Information Act. Any information submitted to Coryell County is presumed to be public information and available to the public, unless noted in the application. If an outside individual or entity requests to review copies of the information marked in the

application as confidential, Coryell County will request an open records decision from the State of Texas Attorney General's Office asserting appropriate exceptions to disclosure. The respondent shall be responsible for substantiating the confidentiality of the information or materials requested at its own expense.

INDEPENDENT RESPONDENT: The agreement does not create an employee/employer relationship between the award Respondent and Coryell County. It is Coryell County's intention that the awarded Respondent will be an independent Respondent and not an employee of Coryell County's for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the provisions of the Internal Revenue Code, and all State of Texas revenue, workers' compensation, and unemployment insurance laws. The Respondent will retain sole and absolute discretion over the manner and means of carrying out the activities and all responsibilities listed herein. The Respondent agrees that it is a separate and independent enterprise from Coryell County and that it has full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This agreement shall not be construed as creating any joint employment relationship between the Respondent and Coryell County, and Coryell County will not be liable for any obligation incurred by the Respondent, including but not limited to unpaid minimum wages and/or overtime premiums.

SERVICE AGREEMENT: The Successful Respondent shall be required to execute a Master Services Agreement like the sample agreement attached (**see Appendix**) and shall be required to provide the insurance as outlined therein. No changes to the attached agreement will be allowed.

By submitting a proposal, the contractor is acknowledging the insurance requirements found in the attached agreement, and the bidder is asserting that, if awarded this agreement, he can comply with all insurance requirements as specified therein within 30 days of award of the agreement.

**MASTER SERVICE AGREEMENT
NOTICE**

THE BLANK SPACES IN THE CONTRACT ARE NOT TO BE FILLED IN BY THE RESPONDENT AT THE TIME OF SUBMITTING THE PROPOSAL. THE CONTRACT IS INCLUDED AT THIS TIME TO FAMILIARIZE THE RESPONDENT WITH THE CONTRACT WHICH THE SUCCESSFUL RESPONDENT WILL BE REQUIRED TO EXECUTE.

PROPOSAL SPECIFICATIONS

Coryell County has a statutory and constitutional duty and responsibility to provide commissary services to inmates who are incarcerated. Along with its obligation to provide commissary services to inmates it is also an obligation by Coryell County to maintain cost effective services and to encourage the proper use of commissary services made available by it. Coryell County seeks to provide quality commissary services that meet applicable county, state, and federal standards, including, without limitation (Texas Commission on Jail Standards).

The specifications cover the **minimum** requirements for the County's need for **Inmate Trust Accounting and Commissary Services**. The specifications are not intended to eliminate any potential Respondent from proposing; however, they are intended to outline the quality and service desired. If "exception" is the response, an explanation of the exception must be noted. Failure to complete any sections may be considered as a non-responsive Respondent.

This document is to provide a basis for interested parties to submit a proposal setting out its qualifications and pricing for inmate trust accounting and commissary services to provide these services to inmates housed in the Coryell County Jail in Gatesville, TX. The anticipated start date for

the provision of such services is no earlier than May 15, 2025.

PROPOSAL CONFERENCE AND SITE VISIT: A proposal conference is scheduled and will be conducted on April 22, 2025, at 1:00 p.m. CST at the Coryell County Commissioners Courtroom located at Coryell County Main Street Annex, 800 East Main Street Suite A, Gatesville, Texas 76528.

All Respondents are asked to arrive promptly and by the start time. A sign in sheet will be at the meeting for you to log in your company as an interested Respondent to this RFP. Please arrive a few minutes early so your personnel (dressed appropriately, such as business casual) can go through the security check point. Please bring a photo identification badge from your company with you to this meeting and/or identification (such as a driver's license.)

TIMELINE: The following is a tentative timeline through contract award:

RFP release date:	March 29, 2025
Proposal conference:	April 22, 2025 @ 1 pm
Deadline for questions and clarifications:	April 21, 2025 @ 2pm
Proposal submissions are due:	April 21, 2025 @ 2pm
Evaluation Committee score sheets due to Purchasing:	May 2, 2025
If so desired, Interviews of top ranked respondents:	
Contract start date:	

POPULATION INFORMATION:

Available upon request

SCOPE OF WORK: Respondent shall supply and coordinate inmate trust accounting and Bag sales commissary services for the Coryell County Jail.

The commissary services sought shall include, but is not limited to, inmate trust fund accounting (utilizing real time), Bag Sale service to inmates, negative trust fund tracking, debit card process for released inmate fund balance, paper and coin counting equipment (booking kiosk), inmate wrist banding scanning with 2D bar coding, self-service fund deposit process (lobby kiosk).

Related services being sought shall include, but are not limited to, trust fund records management, quality assurance programs, administrative support services, and best practice advice on and review of all aspects of commissary delivery to the County inmates.

OBJECTIVES: The Coryell County Sheriff is soliciting proposals from experienced commissary service contractors to provide the Coryell County Jail with a full range of commissary services for inmates and an accounting system to process commissary transactions. The following objectives must be met in order for a contract to result from this process:

- Coryell County Jail's primary objective is for a contract commissary to operate in an efficient and effective manner maintaining the security of the jail and to obtain a quality trust fund accounting system adequate to meet the current and future needs of the inmate population.
- To provide data necessary for the evaluation of competitive proposals submitted by qualified firms.
- To provide a fair method for analyzing submitted proposals.
- To result in a contract between the successful Respondent (unless all proposals are rejected) and County that will provide:
 - Provide high-quality commissary goods and services to the inmates at a price comparable to outside retail.
 - Provide Coryell County Jail with a computerized real time Trust Fund Accounting System in a cost-effective manner with no cost to Coryell County.
 - Provide all hardware and software for a computerized Inmate Accounting system to keep accurate records of all commissary activity and balances of individual inmate accounts, at no cost to Coryell County.
 - Assurance that required federal, state, and local requirements are met.
 - All permits and licenses required by federal, state, or local laws, rules, and regulations necessary for the implementation of the work undertaken by the Respondent pursuant to the contract shall be secured and paid for by the Respondent. This shall include fees associated with NCCHC accreditation and periodic accreditation reviews, if applicable.
 - The County shall have the unfettered right to monitor the Respondent's work in every respect. In this regard, the Respondent shall provide its full cooperation, and ensure the cooperation of its employees, agents, and sub respondents. Further, the Respondent shall make available for inspection and/or copying when requested, original time sheets, invoices, charge slips, credentialing statements, and any other data, records and accounts relating to the Respondent's work and performance under the contract. In the event the Respondent does not hold such material in its original form, a true copy shall be provided.
 - Respondent must have an off-site service center to guarantee an uninterrupted level of service.
- Respondent shall establish a method for handling damaged or shortages by refund or replacement. In addition, the respondent shall establish a method of handling "restocking or return orders" (at no cost to the County) when the inmate is released prior to receiving the order.

MINIMUM QUALIFICATIONS: To be considered for award of this contract, the Respondent must meet the following minimum qualifications:

- The Respondent must be organized for the sole purpose of providing inmate trust accounting system and commissary services and have previous experience with proven effectiveness in administering these services.
- The proposal must include a company history, current corporate structure and resumes of the individuals assigned to this project.
- The Respondent must demonstrate its ability to provide an inmate trust accounting and commissary services specifically for the Facility. It must demonstrate that it has the ability for a thirty (30) day start-up, that it has a proven system of recruiting staff, and that it has an adequate support staff in its central office capable of competently supervising and monitoring its operations in the County.

PROCESSING ORDERS: The principal method for commissary will be bag orders. The bags will have the items ordered separated by the inmate that ordered the items.

KIOSKS: In addition to commissary management 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. Respondents to provide sample financial reports. The County will work with awarded Respondent 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 maintain an inmate's current balance.

Kiosks to provide the following features and services:

- Fund deposit services: To include web, phone, credit card deposits (including in booking by the inmate).
- 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 hours period.

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.

Respondents are to describe their computer software program. The software 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.
- Once open, the software must allow for the following transactions to the ITF:
 - Charge receivables such as admission fees, admission packs, etc.
 - Place restrictions upon Inmates
 - 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 a real-time environment.
 - Process credits.
- Ensure that the Coryell 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, i.e., medical restrictions, gender restrictions, age restrictions, disciplinary controls, and indigence status. Allow for up to 999 different restrictions to be placed on commissary purchases.
- The system must provide a complete audit trail on all transactions. Must also allow for scheduled and unannounced audits of the inmate accounts by the County to insure the integrity and accuracy of the accounts.
- The system must 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
 - General Ledger Reports
 - Payroll Reports
 - Phone Account Balance
- The system must have comprehensive CHECKBOOK management features including the ability to write a check from an inmate's ITF to a third party, to void, make corrections, adding manually written checks, reclaim unclaimed monies, verification, and 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 stale dated checks.
- The system must interface with the Jail Phone system, when possible. This interface shall address the credits and debits of a prepaid inmate phone account.
- Levels of security should be present in the software system. These levels must have the ability to be customized by the administration and staff of the Coryell County Jail, 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 a reasonable response time to the Coryell County Jail 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.
- All system data must be backed up and maintained on-site. No off-site backups will be allowed to protect the sensitive nature of the information.
- 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
- 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 Coryell County Sheriff desires, the Coryell County Auditor shall, without advance notice, fully examine the Coryell County Jail Commissary Accounts pursuant to Local Government Code Section 351.041S(d). The auditor shall verify the correctness of the accounts and report the findings of the examination to the Coryell County Sheriff. The successful Respondent shall fully comply with and assist in such audit at no expense to the County.

INVENTORY REQUIREMENTS OF COMMISSARY SYSTEM: The successful Respondent and the Sheriff and/or his designee must meet to mutually agree upon the items to be carried in the commissary program and system.

The Respondent 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/or his designee and the successful Respondent.

The Respondent shall maintain sufficient stock levels in order to limit shortages.

The Respondent shall not substitute items and should have an order fill rate in excess of 98%. All inventory support deliveries to the jail must be done the next day during 8am-5pm business hours, after orders are transmitted to the respondent.

STAFFING: Personnel relations of employees on the Contractor's payroll shall be the Contractor's responsibility. The Contractor shall comply with all applicable government regulations related to the employment, compensation, and payment of personnel.

It is required, prior to any physical entry into the Jail that all Contractors' employees receive a written clearance to do so from the Sheriff's Office, based upon a successful security background check. The Sheriff or his designee may deny access to the Jail system, to any provider employee or potential employee.

The Contractor's employees assigned the Sheriff's Office for any period of time shall be required to participate in training classes conducted by the Sheriff's Office to familiarize the employee with such things as security precautions. Training shall occur prior to admission to the jail. The Contractor shall be responsible for employee wages, if any, for these training sessions.

PRICING AND COMMISSION RATE: The Respondent shall submit a sample menu, prices for each item, along with the commission rate that is to be paid to the County (**no formal pricing sheet will be provided**). Please use the sample pricing sheet on page 22 as a guide for the pricing. Provide pricing for those items or like items.

Coryell County requires guaranteed amount of profit. Respondent to propose both guaranteed amount and a percentage of commission of all sales.

Coryell County expects the provider to distribute the following Noncommissioned items:

- Stamped envelopes.
- Postage stamps.
- Indigent Kits.
- Admission Kits.

STANDARDS OF RESPONSIBILITY: The Respondent must demonstrate, to the satisfaction of the Sheriff, proven capability in all aspects, to perform fully the contract requirements; therefore, the Respondent shall submit with their proposal the following information:

- Furnish evidence of adequate financial resources, credit, or the ability to obtain such resources as required during the performance of the contract.
- Furnish evidence of the ability to comply with the required or proposed delivery or performance schedule.
- Furnish evidence of the necessary organizational experience, accounting background and operational controls, and the technical skills to perform the contract.

COMMISSIONS: The Coryell County Sheriff's Office shall receive monthly commissions based on monthly net sales less any refunds, allowances, or adjustments for return services. Net sales are defined as gross sales less any applicable sales tax and items sold at or near costs (i.e., stamps, stamped envelopes). The successful respondent shall provide any documentation reasonably requested by the Sheriff or the County Auditor to support the calculation of commissions.

Gross receipts shall be construed to be all monies received from the sales of merchandise, products, or services, less any refunds, allowances, or adjustments for returns, defective or unsatisfactory merchandise, product or service, and applicable sales taxes.

The Respondent shall notify the Sheriff, in writing, of any requested adjustment to the contract unit prices. Per the Sheriff's approval, price adjustments will be made. The written notification must include the effective date of the adjustment and provide documentation justifying said increase or decrease.

Commissions must be paid minimally monthly or at a mutually agreed upon interval with the Sheriff.

SPECIAL PROVISIONS: The Coryell 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 or notices.

Items offered in the commissary must meet the following specifications:

- Food items shall be wrapped/package 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 nonalcoholic (mouthwash etc.).

GENERAL INFORMATION: The County shall have the right to reject the employment by the Respondent of any person or firm, and to require the removal of any person or firm employed or engaged by the Respondent, when it deems such action to be in its best interest and in the best interest of attaining successful implementation of its inmate trust accounting and commissary services. It is further noted that the right of entrance by any person to the Facility is under the sole jurisdiction of the County Sheriff's Office.

All Respondent personnel, including the personnel of its sub-respondent and agents, will be subject to security background checks and clearances by the Sheriff's Office prior to being granted admittance to the Facility. In each instance, the individual and the Respondent will provide such cooperation as may be reasonably required to complete the security check. The County Sheriff agrees to perform such security checks in a timely manner and not unduly delay such checks.

All permits and licenses required by federal, state, or local laws, rules, and regulations necessary for the implementation of the work undertaken by the Respondent pursuant to the contract shall be secured and paid for by the Respondent.

The County shall have the unfettered right to monitor the Respondent's work in every respect. In this regard, the Respondent shall provide its full cooperation, and ensure the cooperation of its employees, agents, and sub-respondents. Further, the Respondent shall make available for inspection and/or copying when requested, any data, records and accounts relating to the Respondent's work and performance under the contract. In the event the Respondent does not hold such material in its original form, a true copy shall be provided.

FORM W-9: Please fill out a current IRS Form W-9, W-9 forms are available online at: <http://www.irs.gov/pub/irs-pdf/fw9.pdf>.

EVALUATION CRITERIA: Contract award will be made to the Respondent, whose proposal is determined to be the best evaluated offer resulting from negotiations, taking into consideration the relative importance of service, menu prices and other evaluation factors set forth in this RFP and in accordance with the County.

Initially, the proposal will be examined to determine if it "qualifies" in that it meets the basic requirement for consideration. This review will pertain to such matters as adequate responsiveness to the RFP, necessary signatures, completeness, and clarity with respect to such essential factors as price. Failure of the proposal to meet the basic requirements of a proposal may disqualify it from further consideration.

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

Award of the agreement shall be made to the responsible respondent(s) whose offer is determined to be the best evaluated offer resulting from negotiations, taking into consideration compliance with instructions, specifications, and qualities of the Respondents which best meets the needs of the County. Coryell County may use references to make judgments directly affecting the award of this agreement.

Having determined that a proposal meets the basic requirements, the Evaluation Committee will then evaluate it with respect to each of the following weighted criteria:

CRITERIA	WEIGHT
OVERALL MENU PRICING	20 points
TECHNICAL	15 points
QUALIFICATIONS/EXPERIENCE	15 points
ITF ACCOUNT SOFTWARE / KIOSKS	50 points
TOTAL POSSIBLE POINTS	100 Points

Overall Menu Price (20 points max): The stated total cost/price for menu items meeting the requirements of the RFP will be of major consideration under this category. In further reviewing "price", the Evaluation Committee may also refer to the line-item information that has been provided, in addition, to be considered are such matters as increases or decreases for changes in the jail population and for the extension of the contract for subsequent years.

Technical (15 points max): The Evaluation Committee will review the proposal for its completeness, see how the respondent will approach the task of initiating and then fully implementing its program, look at the proposed inmate trust accounting and commissary delivery system in all its facets including how desired results will be attained. In all, proposal's clarity, understanding of issues, completeness of program, and demonstration of assurance of performance as to quality and efficiency will be weighted when scoring this category.

Qualifications / Experience (15 points max): Included in this criterion of the evaluation will be:

- Length of time respondent has been in the business of providing inmate trust accounting and commissary services in the jail/correctional setting.
- Current and recent history of past performance by the Respondent of a similar nature to the performance offered in response to the RFP.
- Any evidence submitted (letters of reference) or readily attainable regarding the quality of past performance and the reliability of responsiveness of the Respondent.
- The apparent capabilities of the Respondent to perform well in the execution of its obligations under a contract with the County as evidenced by its leadership and management personnel, size of organization, length of time in business, past performance, and other current contractual obligations defining the Respondents capability to undertake and successfully fulfill the obligations proposed to be undertaken by its submission of a proposal in response to this RFP.
- Respondent should outline experience with clients of the same size as this County.

ITF Account Software / KIOSKS (50 points max): Included in this Criterion of the evaluation will be:

- 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.
- Once open, the software must allow for the following transactions to the ITF:

- Charge receivables such as admission fees, admission packs, etc.
 - Place restrictions upon Inmates
 - 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 a real-time environment.
 - Process credits.
- The system must have comprehensive CHECKBOOK management features including the ability to write a check from an inmate's ITF to a third party, to void, make corrections, adding manually written checks, reclaim unclaimed monies, verification, and 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 stale dated checks.
 - 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.

EVALUATION PROCESS: After the proposals are received, the evaluation team shall evaluate each proposal that was timely submitted, and the evaluation shall be based on the criteria listed in the proposal. Selection committee members will conduct a quantitative evaluation according to a numerical ranking system and a qualitative evaluation for over-all proposal content and its conformance to requirements. The evaluation committee will then discuss the strong and weak points of each proposal to assure that it has been evaluated fairly, impartially, and comprehensively. Following this initial evaluation, the evaluation team may recommend contract award without further discussion with Responders, or the firms submitting the top-rated proposals may be asked to make an oral presentation to the evaluation team for the propose of further clarification and evaluation of the proposals.

If Respondents are asked to attend an interview, it will be at the Respondent's own expense. The County reserves the right to negotiate the final fee schedule prior to recommending any respondent a contract.

Respondents are advised that the County reserves the right to evaluate the proposals without input from the Respondents. Therefore, proposals should be complete as initially submitted. However, if you are selected for an interview, you will be expected to present not only your proposal, rate plans, but also your approach to conversion.

County staff shall make a recommendation to County Sheriff of the selection of the most qualified Respondent to enter into contract negotiations with the County. The selected Respondent shall enter into negotiations with the County for the services to be performed.

When services and fees are agreed upon, the selected Respondent shall offer a contract subject to County approval.

Should negotiations be unsuccessful, the County shall enter into negotiations with the next, highest ranked respondent until an agreement for services and fees are reached. This process shall continue until an agreement is reached.

This RFP does not commit the County to pay for any direct and/or indirect costs incurred in the

preparation and presentation of a response. All finalist(s) shall pay their own costs incurred in preparing for, traveling to and attending the interviews.

SIGNATURE OF ACCEPTANCE: By the signature hereon affixed, the Respondent hereby certifies that neither the Respondent nor the entity represented by the Respondent, or anyone acting for such entity has violated the antitrust laws of the State of Texas, codified in Section 15.01 et seq., Texas Business and Commerce Code, or the Federal antitrust laws, nor communicated directly or indirectly, prior to the proposal opening with any competitor or any other person engaged in such line of business.

The below signature also indicates the following:

- Person or person's interest in this proposal as principals are those named herein.
- I (we) have carefully examined the advertisement and contents within the proposal.
- The Respondent is acknowledging the Conflict-of-Interest Clause and agrees to follow necessary requirements.
- The Respondent confirms that they have read this entire proposal document and agrees to the terms stated herein.
- In the event that the proposal is awarded to more than one supplier, the Respondent signing this proposal agrees that the prices submitted within this proposal shall not be changed.
- **Addenda ___ through ___ have been taken into account as part of this proposal.**

The undersigned, by their signature, represents that they are authorized to bind the Respondent to fully comply with the terms and conditions of the attached Invitation for Proposal, Specifications, and Special Provisions stated herein for the amount(s) shown on the accompanying proposal form.

Full Legal Name of Company	
Address	
County, State, Zip	
Phone Number	
Fax Number	
After Hours Phone or Cell Phone Number	
Email Address	
Tax Identification Number	
Signature of Authorized Agent	
Printed Name of Authorized Agent	
Title	
Date	

Appendix

DO NOT SIGN OR SUBMIT WITHOUT READING ENTIRE DOCUMENT
THIS FORM MUST BE COMPLETED, SIGNED, AND RETURNED WITH PROPOSAL

*PLEASE ATTACH A COPY OF YOUR W-9 FORM FILLED OUT (Form is also included, as

Fillable W-9 Forms are available online at: <http://www.irs.gov/pub/irs-pdf/fw9.pdf>

Remit to address (if different from above):

Address #1: _____
Address #2: _____
City/State/Zip: _____
Phone#: _____
Fax Number: _____
Contact Person: _____

<p><u>PAYMENT TERMS:</u> Specify other payment options:</p> <p><input type="checkbox"/> Check box if you offer a prompt payment discount: %_____. Specify terms: ____</p> <p><input type="checkbox"/> Check box if you accept American Express for payment (County Procurement Card or P-card).</p> <p><input type="checkbox"/> <u>Check here</u> if the prompt payment discount applies to the procurement Card <u>Payment</u>.</p>

Steps to Assert Information Confidential or Proprietary

All bids or proposals, data, and information submitted to the Bell County are subject to release under the Texas Public Information Act ("Act") unless exempt from release under the Act. You are not encouraged to submit data and/or information that you consider to be confidential or proprietary unless it is absolutely required to understand and evaluate your submission.

On each page where confidential or proprietary information appears, you must label the confidential or proprietary information. Do not label every page of your submission as confidential as there are pages (such as the certification forms and bid sheet with pricing) that are not confidential. It is recommended that each page that contains either confidential or proprietary information be printed on colored paper (such as yellow or pink paper). At a minimum the pages where the confidential information appears should be labeled and the information you consider confidential or proprietary clearly marked.

Failure to label the actual pages on which information considered confidential appears will be considered as a waiver of confidential or proprietary rights in the information.

In the event a request for public information is filed with the County which involves your submission, you will be notified by the County of the request so that you have an opportunity to present your reasons for claims of confidentiality to the Texas Attorney General.

In signing this form, I acknowledge that I have read the above and further state:

- The proposal/bid submitted to the County contains NO confidential information and may be released to the public if required under the Texas Public Information Act.
- The proposal/bid submitted contains confidential information which is labeled and which may be found on the following pages:

_____ and any information contained on page numbers not listed above may be released to the public if required under the Texas Public Information Act.

Vendor/Respondent Submitting: _____

Signature: _____ Date: _____

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

(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.

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

Must file online at www.ethics.state.tx.us/File

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

Certification Regarding Debarment, Suspension, and Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
- b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and
- d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature: _____
Print Name: _____
Title: _____
Telephone Number: _____
Date: _____

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

House Bill 89 Verification Form

I, _____ (Person name), the undersigned representative of _____ (Company or Business name) (hereafter referred to as company) being an adult over the age of eighteen (18) years of age, 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 the above-named Company, business or individual with Bell County, Texas.

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 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.*
3. *Section only applies to a contract that is between a governmental entity and a company with 10 or more full-time employees; and has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.*

DATE

SIGNATURE OF COMPANY REPRESENTATIVE

COUNTY OF CORYELL MASTER SERVICE AGREEMENT

This Agreement entered into as of _____ day of _____, 2025, by CORYELL COUNTY and _____ ("Company").

In consideration for the mutual promises contained herein, and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. SCOPE OF AGREEMENT

This Agreement incorporates the terms and conditions of the Company's Proposal dated _____, attached hereto and incorporated herein for all purposes as "Attachment A". In the event of a conflict among the terms of this Agreement and the attachment, the term most favorable to the County, in County's sole discretion, shall control.

2. TERM OF AGREEMENT; TERMINATION

This Agreement shall be effective upon proper execution by the County. It shall be effective from the date awarded, through May 1, 2026. The County reserves the right to withdraw from the Agreement immediately if its governing body fails to appropriate funds necessary for the satisfaction of its contractual obligations.

The County reserves the right to enforce the performance of this Agreement in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default of any provision of this Agreement, including immediate termination of this Agreement.

3. ENTIRE AGREEMENT

This Agreement represents the entire agreement between Company and the County and no prior or contemporaneous oral or written agreement shall be construed to alter its terms. No additional terms shall become part of this Agreement without the written consent of both parties and compliance with relevant state law.

4. ASSIGNMENT

Company shall not assign or subcontract its obligations under this Agreement without the prior written consent of the County.

5. INDEMNIFICATION

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE CONTRACTOR AND ITS AGENTS, PARTNERS, EMPLOYEES, AND CONSULTANTS (COLLECTIVELY "INDEMNITORS") SHALL AND DO AGREE TO INDEMNIFY, PROTECT, DEFEND WITH COUNSEL APPROVED BY CORYELL COUNTY, AND HOLD HARMLESS CORYELL COUNTY, REPRESENTATIVES OF CORYELL COUNTY, THE COMMISSIONERS COURT OF CORYELL COUNTY, ITS VARIOUS DEPARTMENTS, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND THE DISTRICT COURTS AND COUNTY COURTS AT LAW TRYING CRIMINAL CASES IN CORYELL COUNTY, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS (COLLECTIVELY "INDEMNITEES") FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES, LIENS, CAUSES OF ACTION, SUITS, JUDGMENTS, AND EXPENSES, INCLUDING ATTORNEY FEES, OF ANY NATURE, KIND, OR DESCRIPTION (COLLECTIVELY "LIABILITIES") OF ANY PERSON OR ENTITY WHOMSOEVER ARISING OUT OF, CAUSED BY, OR RESULTING FROM THE PERFORMANCE OF THE SERVICES OR ANY PART THEREOF WHICH ARE CAUSED IN WHOLE OR IN PART BY ANY NEGLIGENT ACT OR OMISSION OF THE CONTRACTOR, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY IT OR ANYONE FOR WHOSE ACTS IT MAY BE LIABLE, EVEN IF IT IS CAUSED IN PART BY THE NEGLIGENCE OR OMISSION OF ANY INDEMNITEE, SO LONG AS IT IS NOT CAUSED BY THE SOLE NEGLIGENCE OR SHALLFUL MISCONDUCT OF ANY INDEMNITEE. IN THE EVENT MORE THAN ONE OF THE INDEMNITORS ARE CONNECTED WITH AN ACCIDENT OR OCCURRENCE COVERED BY THIS INDEMNIFICATION, THEN EACH OF SUCH INDEMNITORS SHALL BE JOINTLY AND SEVERALLY RESPONSIBLE TO THE INDEMNITEES FOR INDEMNIFICATION AND THE ULTIMATE RESPONSIBILITY AMONG SUCH INDEMNITORS FOR THE LOSS AND EXPENSE OF ANY SUCH INDEMNIFICATION SHALL BE SETTLED BY SEPARATE PROCEEDINGS AND WITHOUT JEOPARDY TO ANY INDEMNITEE. THE PROVISIONS OF THIS ARTICLE SHALL NOT BE CONSTRUED TO ELIMINATE OR REDUCE ANY OTHER INDEMNIFICATION OR RIGHT WHICH BELL COUNTY OR ANY OF THE INDEMNITEES HAS BY LAW.

6. INSURANCE

Your COMPANY agrees to provide and to maintain the following types and amounts of insurance, for the term of this agreement.

1. Workers' Compensation and Employers Liability coverage with limits consistent with statutory benefits outlined in the Texas Workers' Compensation Act (Sec. 401.) with minimum policy limits for employer's liability of \$500,000

bodily injury each accident, \$500,000 bodily injury by disease policy limit and \$500,000 bodily injury by disease each employee. The following endorsements shall be added to the policy:

- a) A Waiver of Subrogation in favor of Coryell County, form WC 420304
- b) A 30-day Notice of Cancellation/Material Change in favor of Coryell County, form WC 420601

2. Commercial General Liability Insurance with a minimum bodily injury and property damage per occurrence limit of \$1,000,000 for coverage's A (bodily injury and property damage) & B (personal and advertising injury). Coverage for products and completed operations shall also be provided with a limit of \$1,000,000. The policy shall contain the following provisions:

- a) Independent Company's coverage
- b) Coryell County listed as additional insured
- c) 30-day Notice of Cancellation in favor of Coryell County
- d) Waiver of Transfer Right of Recovery Against Others in favor of Coryell County

3. Business Automobile Liability Insurance for all owned, non-owned and hired vehicles with a minimum combined single limit of \$1,000,000 per occurrence for bodily injury and property damage. The policy shall contain the following endorsements in favor of Coryell County:

- a) Waiver of Subrogation endorsement TE 2046A
- b) 30-day Notice of Cancellation endorsement TE 0202A
- c) Additional Insured endorsement TE 9901B

Your COMPANY must complete and forward a certificate of insurance to Coryell County before the AGREEMENT is executed as verification of coverage required in subparagraphs above. Your COMPANY shall not commence work until the required insurance has been obtained and until such Insurance has been reviewed by Coryell County. Approval of insurance by Coryell County shall not relieve or decrease the liability of the COMPANY hereunder.

The COMPANY'S insurance coverage is to be written by companies licensed to do business in the State of Texas at the time the policies are issued and shall be written by companies with A.M. Best Ratings of B+ VII or better.

All endorsements naming Coryell County as additional insured, waivers, and notices of Cancellation endorsements as well as the certificate of insurance shall indicate:

Coryell County
800 East Main Street Suite A
Gatesville, Texas 76528

The "other" insurance clause shall not apply to Coryell County where Coryell County is an additional insured shown on any policy. It is intended that policies required in the AGREEMENT, covering both CORYELL COUNTY and your COMPANY, shall be considered primary coverage as applicable.

If coverage is underwritten on a claim made basis, the retroactive date shall be coincident with the date of this AGREEMENT and the certificate of insurance shall state that the coverage is claims made and the retroactive date shall be shown. Your COMPANY shall maintain coverage for the duration of this AGREEMENT and for a two-year period following the end of this AGREEMENT. The COMPANY shall provide CORYELL COUNTY annually with a certificate of insurance as evidence of such insurance.

If insurance policies are not written for amounts specified above, your Company shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage.

Coryell County reserves the right to review the insurance requirements set forth during the effective period of this AGREEMENT and to make reasonable adjustments to insurance coverage, limits and exclusions when deemed necessary and prudent by the County based upon changes in statutory law, court decisions, and the claims history of their industry or financial condition of the insurance company as well as your COMPANY.

Your COMPANY shall not cause any insurance to be canceled nor permit any insurance to lapse during the term of the AGREEMENT or as required in the AGREEMENT.

Your COMPANY shall be responsible for premiums, deductibles, self-insured retentions, if any, stated in policies. All deductibles or self-insured retentions shall be disclosed on the certificate of insurance.

The insurance coverages required under this AGREEMENT are required minimums and are not intended to limit the responsibility or liability of your COMPANY.

7. PAYMENT AND PERFORMANCE

Payment for services described in this agreement are to be made as follows: Payment is due timely according to the Texas Prompt Payment Act, Chapter 2251 of the Texas Government Code, or as subsequently amended.

8. VENUE: RECOVERY OF FEES: DISPUTE RESOLUTION: CHOICE OF LAW

Any suit or claim or cause of action regarding this Agreement shall be brought in Coryell County, Texas, as the choice of venue and jurisdiction and site of performance by the parties. The prevailing party in such an action may recover reasonable costs, including costs of court, attorney's fees, expert witnesses' fees, and trial consultants' fee. The parties are encouraged to enter into mediation should a dispute arise during the term of this Agreement, the costs being shared equally by the parties. The parties further agree that the law of the State of Texas shall govern any interpretation of the terms of this Agreement.

9. ETHICAL CERTIFICATION

Company certifies that neither it nor any of its agents or employees have or shall offer or accept gifts or anything of value, or enter into any business arrangement, with any employee, official, or agent of the County.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed as of the date first above written:

COUNTY

COMPANY

Designated Representative

Designated Representative