



**Request for Proposal Documents for  
BURNET COUNTY INMATE COMMISSARY SERVICES**

**Burnet County, Texas**

**BID #25-5120-01**

**BIDS DUE: DECEMBER 11, 2024**

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**\*NOTE: THESE PAGES MUST BE RETURNED WITH PROPOSAL**

This Table of Contents is intended as an aid to Proposers and not as a comprehensive listing of the proposal package. Respondents are responsible for reading the entire proposal package and complying with all specifications.

**I. OPENING DATE, TIME, PROCEDURES, CONTACTS**

- A. Burnet County is seeking proposals for Inmate Commissary Services.

**The original and one (1) copy must be submitted on or before**

**Wednesday, December 11, 2024 at 2:00 PM CST**

Delivered to:  
133 E. Jackson  
Burnet, TX 78611

- B. **All responses, including a “NO BID”, are due by the due date.**
- C. **Any response received after the date and hour set for Proposal opening will be returned unopened.**
- D. A proposal may not be withdrawn or canceled by the proposer without the permission of the County for a period of forty-five (45) days following the date designated for the opening of proposals, and proposer so agrees upon submittal of Proposal. Proposals may be withdrawn at any time prior to the official opening by notifying Burnet County Purchasing Department in writing. Proposals will be publicly acknowledged at the Purchasing Office on the date and time stated in the cover sheet. Proposers, their representatives and interested persons may be present. ***The proposals shall be received and acknowledged only so as to avoid disclosure of the contents to competing proposers and kept secret during negotiations.*** However, all submissions shall be open for public inspection after the contract is awarded, except for trade secrets, financial information, and other confidential information contained in the proposal and that is clearly and SPECIFICALLY identified as such by proposer. As applicable, submit a minimum of one copy of confidential information, sealed and marked as confidential with submission. All submitted material is subject to release pursuant to the Texas public information act. Material not specifically and legitimately identified as trade secrets or financial information or other confidential information shall be presumed and treated as not confidential.
- E. **No oral explanation in regard to the meaning of the Request for Proposal (RFP)** will be made and no oral instructions will be given before the award of the contract. Request from interested Respondents for additional information or interpretation of the information included in the Proposal package should be directed in writing, via email to:

[mschumann@burnetcountytexas.org](mailto:mschumann@burnetcountytexas.org)

- F. **The deadline for receipt of written questions shall be Tuesday, December 3, 2024 at 12:00 PM CST.**
- G. **It is the sole responsibility of the Proposer to obtain any changes, updates, or addenda to the RFP. Any updates, changes, or addenda can be found at:**

<https://www.burnetcountytexas.org/page/auditor.bids>

## II. INSTRUCTIONS AND CONTRACT TERMS

- A. Proposal Forms must be fully completed and included in your response. Forms that have been retyped or altered may result in rejection of Proposal.
- B. **It is the respondent's sole responsibility to review all pages of the RFP document, attachments, questions and their responses, addenda and special notices. The Proposal Signature Form must be signed and returned. Failure to provide signature on this form renders Proposal non-responsive.** Failure to complete and submit all required forms, Addenda (including revised forms), and any other specified forms or documents will be grounds for rejection of entire Proposal.
- C. **CONFIDENTIALITY:** Any material that is to be considered confidential in nature must be clearly marked as such and shall be treated as confidential to the extent allowable in the Public Information Act. Pricing information is not considered confidential. Trade secrets or confidential information **MUST** be placed in a separate envelope marked "**CONFIDENTIAL INFORMATION**" and **EACH PAGE** must be marked "**CONFIDENTIAL INFORMATION.**" Burnet County will make every effort to protect these papers from public disclosure as outlined in LGC, Section 262.030(c) of the State of Texas County Purchasing Act.
- D. The Texas Public Information Act gives the public the right to request access to government information, subject to certain narrow exceptions. Burnet County is subject to this Act. Therefore, please be advised that your company's declaration that certain information submitted in response to the RFP is "confidential" will not be treated as such if Burnet County receives a request for a copy of the Proposal. Burnet County will of course make every effort to inform your company of such a request and to provide you with an opportunity to object to the release of any proprietary information, but Burnet County cannot and will not make an agreement to withhold information from the public contrary to the County's responsibilities under the Act.
- E. Proposals shall be publicly opened to identify the names of Respondents. All Proposals that have been submitted shall be open for public inspection after the contract is awarded, except for trade secrets and confidential information contained in the Proposals and identified as such.
- F. Proposals will be considered irregular if they show any omissions, alteration of form, additions or conditions not called for, or irregularities of any kind. However, Burnet County reserves the right to waive any irregularities and to make award in the best interest of the County.
- G. Burnet County reserves the right to accept or reject in part or in whole any Proposal submitted, and to waive any technicalities for the best interest of the County. Proposal may be rejected, among other reasons, for any of the following specific reasons:
  - 1. Proposal received after the time limit for receiving Proposals.
  - 2. Proposal containing any irregularities.
- H. Respondents may be disqualified and their Proposal not considered, among other reasons, for any of the following specific reasons:

1. Reason for believing collusion exists among the Respondents.
  2. The Respondent being interested in any litigation against the County.
  3. The Respondent being in arrears on any existing contract or having defaulted on a previous contract.
  4. Lack of competency as revealed by a financial statement, experience and equipment, questionnaires, etc.
  5. Respondent shall not owe delinquent property tax in Burnet County.
- I. Due care and diligence has been used in preparation of this information, and it is believed to be substantially correct. However, the responsibility for determining the full extent of the exposure and the verification of all information presented herein shall rest solely with the Respondent. Burnet County and its representatives will not be responsible for any errors or omissions in these specifications, nor for the failure on the part of the Respondent to determine the full extent of the exposures.
- J. Burnet County reserves the right to reject the Proposal of any Respondent who has previously failed to perform properly or to complete on time contracts of a similar nature; who is not in a position to perform a contract; or who has habitually and without just cause neglected the payment of bills or otherwise disregarded his obligation to subproposers, materialmen, or employees. Respondents shall NOT contact any member of the evaluation committee prior to award by Commissioners Court.
- K. No public official shall have interest in this contract except in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5, Subtitle C, Chapter 171. Proposer shall comply with the provisions of VTCA, Local Government Code Chapter 176 specifically section 176.006 setting forth disclosure requirements for proposers (proposers) and other persons.
- L. The enclosed Request for Proposal (RFP) and accompanying Specifications are for the responder's convenience in submitting an offer for the referenced products and/or services for Burnet County.
- M. IT IS UNDERSTOOD that Burnet County, Texas reserves the right to reject any or all proposals as it may deem to be in the best interests of Burnet County. Receipt of any proposal shall under no circumstances obligate Burnet County to accept the lowest dollar submission. The award of the contract shall be made to the responsible responder, whose proposal is determined to be the lowest evaluated offer resulting from negotiation, taking into consideration the relative importance of price and the other evaluation factors set forth in the RFP. Burnet County also reserves the right to award all or part of a proposal unless otherwise stated in the specifications.
- N. Any interlineations, alteration, or erasure made before opening time must be initialed by the signer of the Proposal guaranteeing authenticity.
- O. The Proposal, accompanying documents, and any negotiated terms, when properly accepted by Burnet County Commissioners Court, shall constitute a contract equally binding

between the successful responder and Burnet County. Prices shall remain firm for the entire contract period. No different or additional terms will become a part of the contract with the exception of Change Orders.

- P. The responder and/or responder's representatives shall not offer nor accept gifts or anything of value, nor enter into any business arrangement with any employee, official or agent of Burnet County.
- Q. A prospective proposer must affirmatively demonstrate proposer's responsibility. A prospective proposer must meet the following requirements:
1. Have adequate financial resources, or the ability to obtain such resources as required.
  2. Have a satisfactory record of performance.
  3. Have a satisfactory record of integrity and ethics; and,
  4. Be otherwise qualified and eligible to receive an award.

Proposer shall submit three (3) references on Vendor References Form. Burnet County may request other information sufficient to determine proposer's ability to meet the minimum standards listed above.

- R. Proposer shall provide with this response, all documentation required by this RFP. Failure to provide this information may result in rejection of submission.

Successful Proposer shall defend, indemnify and save harmless Burnet County and all its officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful proposer, or of any agent, employee, sub proposer or supplier in the execution of, or performance under, any contract which may result from proposal award. Successful proposer shall pay any judgment with costs which may be obtained against Burnet County growing out of such injury or damages.

- S. Any contract entered into as a result of this proposal shall remain in effect until contract expires, delivery/completion and acceptance of products and/or performance of services ordered or until terminated by either party with a sixty (60) day written notice prior to any cancellation. The successful proposer must state therein the reasons for such cancellation. Burnet County reserves the right to award canceled contract to next best proposer as it deems to be in the best interest of the County.

- T. Burnet County reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default of this contract. Burnet County reserves the right to terminate the contract immediately in the event the successful proposer fails to:

1. Meet completion schedules
2. Otherwise perform in accordance with the accepted submission

3. Submit Verification of Insurance prior to commencement of work;

Breach of contract or default authorizes the County to award to another respondent, purchase elsewhere and charge the full increase in cost to the defaulting respondent.

Representative submitting offer affirms that they are duly authorized to execute this contract, that this company, corporation, firm partnership or individual has not prepared this Proposal in collusion with any other proposer, unless clearly outlined, and further affirms that the contents hereof have not been communicated by the undersigned or by any employee or agent to any other proposer or to any other persons engaged in this type of business prior to the official opening of this offer. And further, that the manager, secretary or other agent or officer signing this Proposal is not and has not been for the past six months directly nor indirectly concerned in any pool or agreement or combination to control the price of supplies, services or equipment Proposal on, or to influence any person to Proposal or not to Proposal thereon.

The undersigned declares that the amount and nature of the materials to be furnished is understood and that the nature of this offer is in strict accordance with the conditions set forth in this document and is a part of the Proposal, and that there will at no time be a misunderstanding as to the intent of the specifications or conditions to be overcome or pleaded after the proposals are opened.

- U. The contract administrator, Purchasing Agent, will serve as sole liaison between Burnet County Commissioners Court and affected Burnet County Departments and the successful respondent. Unless directly outlined in this specification the respondent shall consider no one but the Contract Administrator authorized to communicate, by any means, information or suggestions regarding or resembling this RFP throughout the proposal process. The Contract Administrator, unless otherwise authorized by the Burnet County Commissioners Court, has been designated the responsibility to ensure compliance with contract requirements, such as but not limited to, acceptance, inspection and delivery. The County will not pay for work, equipment or supplies, which it deems unsatisfactory. Respondent will be given a reasonable opportunity to correct deficiencies before termination. This however, shall in no way be construed as negating the basis for termination for non-performance.
- V. Payments are processed upon receipt of invoice and after the Contract Administrator has determined that the items have been received in good condition, that all terms have been met, and that no unauthorized substitutions have been made. All payments must be approved in the regular meetings of the Commissioners Court, in accordance with the State of Texas Prompt Payment Act, Chapter 2251, Government Code VTCA. Successful offeror(s) is required to pay subproposers within ten (10) days.
- W. Any **catalog, brand name or manufacturer's reference** used is considered to be descriptive, not restrictive, and is indicative of the type and quality the County desires to purchase. Bids on similar items of like quality will be considered if the bid is noted and fully descriptive brochures are enclosed. If notation of substitution is not made, it is assumed provider is bidding item

specified. Successful provider will not be allowed to make unauthorized substitutions after award.

### **III. REQUIRED PROVISIONS**

THE FOLLOWING REQUIRED PROVISIONS IN THE FORM SET FORTH BELOW SHALL BE SET FORTH AND SHALL BE INCORPORATED INTO ANY CONTRACT OR AGREEMENT EXECUTED BY COUNTY AND THE SELECTED PROPOSER.

1. This Agreement will be governed by and construed according to the laws of the State of Texas. Venue for any action or claim arising out of the Agreement must be in the state district courts in Burnet County, Texas. Any provision stating that County agrees to waive any right to trial by jury is hereby deleted.
2. Limitations for the right to bring an action, regardless of form, shall be governed by the laws of the State of Texas, Texas Civil Practice and Remedies Code §16.070, as amended, and any provision to the contrary is hereby deleted.
3. Under Texas law, a contract with a governmental entity that contains a claim against future revenues is void; therefore, any term which provides for such a claim is hereby deleted. Burnet County will, upon request of a party to the contract, certify the funds available to fulfill the terms of this Agreement.
4. The Parties agree that under the Constitution and laws of the State of Texas, Burnet County cannot enter into an agreement whereby Burnet County agrees to indemnify or hold harmless any other party; therefore, all references of any kind to Burnet County indemnifying and holding harmless any individuals or entities for any reason whatsoever are hereby deleted.
5. The Parties agree and understand that County is a political subdivision of the State of Texas, and therefore has certain governmental immunity, sovereign immunity and limitations on liability, and that County's general liability and vehicle insurance coverage is with the Texas Association of Counties Risk Pool and said insurance coverage is limited to the statutory maximum limits of the Texas Tort Claims Act; therefore, any provisions to the contrary are hereby deleted. The Parties agree and understand that County does not waive any of its common law, statutory or constitutional defenses to which it may be entitled.
6. The Parties agree and understand that County will not agree to waive any rights and remedies available to County under the Uniform Commercial Code ("UCC") as codified and set forth in the Texas Business and Commerce Code effective as of September 1, 2014; therefore, any provision to the contrary is hereby deleted.
7. The Parties agree and understand that County will not agree to be responsible for any sales tax, use tax, or any other taxes, fees, fines or penalties that may be imposed, levied or assessed by any federal, state or local government or agency which relates to the Agreement, the equipment or its use; therefore, any provision to the contrary is hereby deleted.
8. The Parties agree and understand that County will provide statutory workers compensation for its



employees; however, County does not agree to include a waiver of subrogation, and therefore any provisions to the contrary are hereby deleted.

9. Pursuant to Texas Government Code Section 2251.021 and this Agreement, a payment by a governmental entity under a contract is overdue on the 31<sup>st</sup> day after the later of:
  - a. the date the governmental entity receives the goods under the contract;
  - b. the date the performance of the service under the contract is completed; or
  - c. the date the governmental entity receives an invoice for the goods or service.

Pursuant to Texas Government Code Section 2251.021 and this Agreement, a payment begins to accrue interest on the date the payment becomes overdue. The rate of interest that accrues on an overdue payment is the rate in effect on September 1 of the fiscal year in which the payment becomes overdue. The rate in effect on September 1 is equal to the sum of: (1) one percent; and (2) the prime rate as published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday. Interest on an overdue payment stops accruing on the date the governmental entity or provider mailed or electronically transmits the payment. Therefore, all provisions to the contrary are hereby deleted.

10. No officer, member or employee of County, and no member of its governing body and no other public officials of the governing body of the locality or localities in which the project is situated or being carried out who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this project shall participate in any decision relating to this Agreement which affects his/her personal interest, have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.
11. To the extent, if any, that any provision in this Agreement is in conflict with Texas Government Code §552.001 *et seq.*, as amended (the "Public Information Act"), the same shall be of no force and effect. Furthermore, it is expressly understood and agreed that Burnet County, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any software, or any part thereof, or other items or data furnished to Burnet County whether or not the same are available to the public. It is further understood that Burnet County, its officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that Burnet County, its officers and employees shall have no liability or obligations to Provider for the disclosure to the public, or to any person or persons, of any software, or a part thereof, or other items or data furnished to Burnet County by Provider in reliance on any advice, decision or opinion of the Attorney General of the State of Texas.
12. Services and products provided under the Agreement shall be provided in accordance with all applicable state and federal laws.
13. The parties understand and agree that under the Constitution and laws of the State of Texas, public property is exempt from forced sales and liens may not attach thereto.

14. It is understood and agreed that Burnet County will not be subject to arbitration; therefore, any paragraph or provision requiring arbitration, is hereby deleted.
15. Burnet County shall be responsible for the acts or failure to act of its employees, agents or servants, provided; however, its responsibility shall be subject to the terms, provisions and limitations of the Constitution and laws of the State of Texas, including the Texas Tort Claims Act.
16. Execution of the contract by Provider certifies compliance with all terms, provisions, and requirements of Titles VI and VII, civil Rights Act of 1964, the Americans with Disabilities Act of 1990, and any other Federal, State, local or other anti-discriminatory act, law, statute, or regulation, in the performance of this contract, and will not discriminate against any child or youth, client, employee or applicant for employment because of race, creed, religion, age, sex, color, national or ethnic origin, handicap, or any other illegal discriminatory basis or criteria.
17. The Provider certifies that pursuant to Section 231.006 of the Texas Family Code that the individual or business entity named in this contract is not ineligible to receive the specified payment(s) and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate. The Provider states that it is not ineligible to receive State or Federal funds due to child support arrearages.
18. The parties agree and understand that these Required Provisions are to clarify, limit, modify or delete terms and provisions of the Agreement and in the event of any conflict between the terms and provisions of these Required Provisions and other terms and provisions tendered to Burnet County in the Agreement or other documents, these Required Provisions shall control and amend the contractual provisions of the Agreement and any provision to the contrary is hereby deleted.
19. The Proposer must agree that for the provisional and standard contract periods and any extensions thereto, the insurance as shown herein will remain in effect and shall name Burnet County as a co-insured. Proposer shall provide evidence of ability to meet all requirements described in this section. Any program of self-insurance risk employed by the Proposer shall be subject to prior approval and on-going monitoring by Burnet County and its legal counsel. All policies must waive subrogation rights. Current copies of all policies and Certificates of Insurance must be on file at the County at all times during this contract. The following coverage will be required:
  1. Commercial and Comprehensive Liability
    - \$ 1,000,000.00 CSL BI & PD per Occurrence
    - \$ 2,000,000.00 General Aggregate
    - \$ 2,000,000.00 Products/Completed Operations Aggregate
    - \$ 1,000,000.00 Personal/Advertising Injury
  2. Automobile Liability
    - \$ 1,000,000.00 each accident Combined Single Liability
    - \$ 1,000,000.00 each accident uninsured/Underinsured Motorists combined Single Liability
  3. Excess Liability Insurance Umbrella
    - Excess liability insurance umbrella policy providing two million dollar

(\$2,000,000.00) coverage per occurrence, and four million (\$4,000,000) annual aggregate coverage in excess of all other liability policies prescribed herein

4. All non-owned, hired and all vehicles used by Proposer with a combined single limit of \$ 1,000,000.00 covering personal injury (including bodily injury and property damage).
5. Worker's Compensation as required by statute - V.T.C.A, Labor Code, Chapter 401 et.seq.
6. Other Insurance Provisions:  
Each insurance policy required herein shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or limits except after thirty (30) days prior notice by certified mail, return receipt requested, has been given to the County.
7. Acceptability of Insurers:  
Insurance is to be placed with insurers licensed in the State of Texas, rated by Moody's Investors Service Inc., and rated A- or better by A. M. Best or A or better by Standard and Poors.
8. Verification of Coverage: Proposer shall furnish the County with certificates of insurance and evidence of endorsements effecting coverage required herein. The certificates for each policy are to be signed by a person authorized by that insurer to bind coverage on its behalf and to be received by the County prior to commencement of any work. The County reserves the right to require complete, certified copies of all insurance policies at any time.
9. Criminal Background Check: Proposer designated personnel accessing Burnet County facilities or data (either on-site or via remote access) may be required to undergo and pass a criminal background check. Passing status must be maintained by the personnel for duration of the contract. Background checks will be performed by Burnet County.
  - A. Proposer 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 Burnet County property.
  - B. Criminal background checks conducted by Proposer for vetting purposes are desired, but are not acceptable due to particular requirements. Burnet County reserves the right to conduct additional criminal background checks as it deems necessary.
  - C. Failure of the Proposer to supply personnel who pass a criminal background check could result in termination of the contract.

**Note: The criminal background check applies to the individual and not the company.**

#### **IV. SCOPE OF WORK**

This RFP is intended to generate proposals from qualified firms to furnish **Inmate Commissary Services** for the Burnet County Correctional Facilities. Burnet County is seeking a professional service provider who can provide a fully automated Inmate Commissary Service inclusive of all computer hardware and software that will integrate with the existing jail management system. Burnet County Correctional Facilities currently utilizes Tyler Technologies Odyssey System.

**Contract Term: The contract shall be effective for a one (1) year period with an option to renew for two (2) additional one (1) year periods.**

**Commissary prices and products will remain the same throughout the contract period unless prior approval has been given by the Burnet County Sheriff to change products or prices. This applies to any additions or deletions of the commissary products.**

#### **Requirements**

1. Provide high-quality computerized commissary goods and services to inmates at a price comparable to outside retail sources.
2. Provide all hardware and software for a computerized commissary and inmate accounting system to keep accurate and complete records of all commissary activity and balances of individual inmate accounts at no cost to Burnet County.
3. Operate the commissary service program and inmate accounting system in a cost effective manner with full reporting to Burnet County.
4. Maintain an open collaborative relationship with the staff of the Burnet County Sheriff's Office.

#### **Provider Responsibilities**

1. Provide monetary proceeds of each month's activity within fifteen (15) days of the last day of each month. Awarded provider shall use calculations and procedures that are approved by the Burnet County Sheriff's Office.
2. Provider will furnish all equipment required to operate the commissary at Burnet County Correctional Facilities including kiosk/terminal in areas provided by the Sheriff's Office.
3. Provider shall provide an on-site manager to oversee the commissary operation and interact with designated Burnet County Sheriff's liaison.
4. Provider shall provide for refunds for orders delivered to inmates who are being released or are otherwise unavailable to receive merchandise.

5. The delivery schedule must be mutually agreed upon by the provider and Burnet County Sheriff's Office. Delivery schedule is subject to change at any time as deemed to be in best interest of the Burnet County Sheriff's Office.
6. Provider will assume all costs for telephone service, faxing, copying and any other office expenses associated with the commissary operation.
7. The Proposer's system must allow a jail staff person to open an inmate account by using a temporary file created by our jail management system. The inmate identification number and appropriate information entered at the time of booking will be included in this file.
8. Minimum functionality and types of transactions to occur on the inmate accounting system:
  - a. Post a deposit of funds to the inmate's account
  - b. Process credits for commissary goods or other transactions
  - c. Provide numbered receipts for all transactions with a signature line for all deposits or withdrawals from an inmate's account
9. The Proposer's system must provide the following financial information on screen and/or in report form:
  - a. History of an individual account
  - b. Demographics of an account
  - c. Detail transaction journal with unique identifier for every transaction
10. The provider will provide and install the computer hardware necessary to operate the commissary and inmate accounting system. The provider shall describe the minimum standards and specifications for computer hardware and software that will be installed at no cost to Burnet County and all documentation for said system shall be provided within thirty (30) days of the contract award. If this contract is severed or not renewed, all equipment, hardware and software, and any licenses pertaining to such equipment shall remain the property of the provider.
11. The provider shall be responsible for the initial setup of the proposed system.
12. Provide for a twenty-four (24) hour, seven (7) days a week emergency hotline for reporting software and hardware problems to ensure maximum utilization and minimal down time.
13. Provide immediate repair/replacement of equipment that is inoperative. Provider shall provide a preventative maintenance schedule and estimate the amount of non-scheduled maintenance downtime for each component of the proposed system. Provider shall supply a policy for expediting the repair of equipment including a preventative maintenance plan.

14. The provider will submit a narrative description of the standard operating procedures for normal system administration tasks specific to the provider's software and hardware. This description should include and identify any specialized technical skills that will be required by Burnet County personnel and recommend guidelines for file backup.

## **V. PROPOSAL SUBMISSION AND REQUIREMENTS**

### **Proposal Format**

The following information shall be submitted in provider's proposal in the order listed below.

Please submit complete, thorough and comprehensive responses for each of the following components of the RFP.

### **A. Company Information and Expertise**

- Describe the ownership and current principals of your company and any other associated companies that will be involved in providing Inmate Commissary Services to Burnet County. From what office will this project be administered?
- List any pending litigation or anticipated litigation the Proposer is involved in, including but not limited to, potential or actual legal matters with private parties and any local, state, federal or international governmental entities. The Burnet County Sheriff reserves the right to consider legal liability information in the evaluation process of this RFP.
- Date organized to provide Inmate Commissary Services in correctional facilities.
- Corporate background and depth of support.
  1. Number of employees
  2. Number of years doing business
- Describe capabilities of Proposer in providing Inmate Commissary Services.
- Provide all benefits associated with awarding this RFP to the provider.
- Provide information on firm's training programs.

### **B. Experience**

- Firm's demonstrated experience and expertise in providing Inmate Commissary Services. Experience shall include a minimum of three (3) years in correctional facilities of similar size and volume, as well as experience of staff that would be responsible for services to the Burnet County Sheriff.

- Providers shall include references with their proposals, indicating facility locations, name, and telephone number of facility contact person. This list should contain at least five current references, preferably of a size comparable to Burnet County and submitted on the Vendor Reference Form in the RFP forms section.
- Provider will furnish all personnel and equipment required to operate the commissary at all current and future Burnet County correctional facilities. Provider shall assume full responsibility for the acts of its personnel, all of whom shall be subject to background check and approval by Burnet County. Qualifications and experience of personnel should be provided.
- List of proposer's contracts that have been revoked or canceled, or not renewed in the last five (5) years.
- Provide a list of all current customers in Texas with Contact names' addresses, phone numbers, and size of operation.

### **C. Provider's System Software and Hardware**

- Describe how your system will provide for a twenty-four (24) hour, seven (7) days a week emergency hotline for reporting software and hardware problems to ensure maximum utilization and minimal down time. Describe the proposer's policy for expediting the repair of equipment that has been inoperative for 24 hours or longer.
- Specify the preventative maintenance schedule and estimate the amount of non-scheduled maintenance downtime for each component of the proposed system.
- Specify the minimum time required responding to calls for non-scheduled service problems 24/7 and the locations from which such maintenance will be provided.
- Provide a narrative description of the standard operating procedures for normal system administration tasks specified to the proposer's software and hardware. This description should include and identify any specialized technical skills that will be required by Burnet County personnel and recommend guidelines for the file backup.
- Describe the proposers' policy for expediting the repair of equipment that has been inoperative for 24 hours or longer.
- At a minimum, provide the following inmate financial information on screen and/or in report form:

1. History of an individual account
2. Demographics of an account

3. Detail transaction journal with unique identifier for every transaction

#### **D. Operational Statement**

- Based on the review of our operations, state how you propose to operate the Burnet County Commissary.

#### **VI. EVALUATION AND SELECTION CRITERIA**

The provider will be selected on the basis of the provider's written proposals and any requested presentation. The primary criteria and weighting used in making a selection will be as follows:

1. **Firms capability to provide services** .....25%
  - a. Background
  - b. Experience
  - c. Qualifications
  - d. Financial stability
2. **Staffing**.....15%
  - a. Qualifications of personnel
  - b. Management expertise
  - c. Experience of personnel
  - d. Training
3. **System software and hardware**.....15%
  - a. Capability and flexibility of software
  - b. Quality of software
  - c. Software support
  - d. Features
  - e. Reliability
4. **Commission**.....30%
5. **References**.....15%

Based on the review of the above factors, the highest rated proposals may be further evaluated through proposer presentations and discussion regarding their proposals. Discussions will cover cost, methods, and all other relevant factors.

At the conclusion of discussion, the proposers will be ranked on the basis of selection criteria and final negotiations will be conducted with the proposer ranked first. If a satisfactory agreement can be reached, the contract shall be awarded to the proposer, otherwise, negotiations will be conducted with each subsequent proposer until a satisfactory contract can be established.



**PRICE PROPOSAL FORM**  
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**RFP 25-5120-01**  
**Jail Commissary Services for Burnet County Sheriff**

Provider shall have the ability to provide commissary services as described in this proposal. Having read and understood the instructions/terms of contract and specifications, provider submits the following:

<u>Description</u>	<u>Price</u>
Guaranteed commission rate as a percentage of gross sales, less sales tax and postage.....	_____ %
Or a guaranteed annual minimum paid monthly .....	\$ _____
Ability to distribute the goods purchased upon delivery?	<u>Y</u> or <u>N</u>
Please Describe:	
<hr/>	
<hr/>	
<hr/>	



## PROPOSAL SIGNATURE FORM

The undersigned agrees this Proposal becomes the property of Burnet County after the official opening.

The undersigned affirms that they are duly authorized to execute a contract, that this Proposal has not been prepared in collusion with any other Respondent, nor any employee of Burnet County, and that the contents of this Proposal have not been communicated to any other Respondent or to any employee of Burnet County prior to the official opening.

The undersigned affirms that they have read and do understand the specifications and any attachments contained in this RFP package. Failure to sign and return this form will result in the rejection of the entire Proposal.

Signature

X \_\_\_\_\_  
Authorized Representative

NAME AND ADDRESS OF COMPANY:

\_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_ Name \_\_\_\_\_

\_\_\_\_\_ Title \_\_\_\_\_

Tel. No. \_\_\_\_\_ FAX No. \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

AFTER HOURS EMERGENCY CONTACT:

Name: \_\_\_\_\_ Tel. No. \_\_\_\_\_

**THIS FORM MUST BE SIGNED.**

Did you sign your Proposal and/or  
your addendum? If not, your  
Proposal will be rejected

**CERTIFICATION OF ELIGIBILITY**  
**(This provision applies if the anticipated contract exceeds \$25,000)**

By submitting a Proposal in response to this solicitation, the Respondent certifies that at the time of submission, he/she is **NOT** on the **State of Texas** or the **Federal Government's** list of suspended, ineligible, or debarred proposers.

In the event of placement on the list between the time of Proposal submission and time of award, the Respondent will notify the Burnet County Purchasing Agent. Failure to do so may result in terminating this contract for default.

---

Authorized Signature

## Compliance with Federal and State Laws

### Certification of Eligibility

By submitting a bid in response to the solicitation, Bidder certifies that at the time of submission, they are not on the Federal Government's list of suspended, ineligible, or debarred entities.

In the event of placement on the list between the time of bid submission and time of award, the Bidder will notify the Burnet County Purchasing Agent. Failure to do so may result in terminating the contract for default.

### Relating to State Contracts with and Investments in Companies that Boycott Israel

Effective September 1, 2017, Contractor/Vendor verifies that it/he/she does not boycott Israel and will not boycott Israel during the term of this contract. The term "boycott Israel" is defined by Texas Government Code Section 808.001, effective September 1, 2017.

### Relating to State Contracts with and Investment in Companies that do Business with Iran, Sudan, or any known foreign terrorist organizations

Effective September 1, 2017, Contractor/Vendor verifies that it/he/she does not do business with Iran, Sudan, or any known foreign terrorist organizations and will not do business with Iran, Sudan, or any known foreign terrorist organizations during the term of this contract. The term "foreign terrorist organization" is defined by Texas Government Code Section 806.001, effective September 1, 2017.

### Disclosure of Interested Parties

By submitting a bid in response to the solicitation, the Bidder agrees to comply with HB 1295, Government Code 2252.908. **Bidder agrees to provide Burnet County Purchasing Agent, and/or requesting department, the Certificate of Interested Parties Form 1295 as required**, within ten (10) business days from notification of pending award, renewal, amended or extended contract.

Visit [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm) for more information.

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(Company Name)	(Address)	
(Signature)	(Title)	(Date)
(Email)	(Phone)	

## VENDOR REFERENCE FORM

Please list five (5) references, other than Burnet County, who can verify your performance as a Vendor. Performance includes, but not limited to: sales and/or services, delivery, invoicing, and other items as may be required for Burnet County to determine Respondent's ability to provide the intended goods or service of this proposal. The County prefers references to be government customers. References must be able to verify the quality of service the Respondent's company provides and that the company has completed a project of similar size and scope of work in the proposal. Inaccurate, obsolete, or negative responses from the listed references could result in rejection of Respondent's proposal.

Failure to supply required references will deem Respondents as non-responsive and will not be considered for award.

Respondent involvement with reference checks is not permitted. Only Burnet County or their designee will conduct reference checks. Any deviation to this will result in rejection of the proposal.

### REFERENCE ONE:

GOVERNMENT /COMPANY/BUSINESS NAME:	
ADDRESS/CITY/STATE/ZIP:	
CONTACT NAME/TITLE:	
BUSINESS PHONE/FAX:	
CONTRACT PERIOD:	SCOPE OF WORK:

### REFERENCE TWO:

GOVERNMENT /COMPANY/BUSINESS NAME:	
ADDRESS/CITY/STATE/ZIP:	
CONTACT NAME/TITLE:	
BUSINESS PHONE/FAX:	
CONTRACT PERIOD:	SCOPE OF WORK:

### REFERENCE THREE:

GOVERNMENT /COMPANY/BUSINESS NAME:	
ADDRESS/CITY/STATE/ZIP:	
CONTACT NAME/TITLE:	
BUSINESS PHONE/FAX:	
CONTRACT PERIOD:	SCOPE OF WORK:

## Statement of No Bid

If you do not intend to bid, please return this form immediately to:

[bids@burnetcountytexas.org](mailto:bids@burnetcountytexas.org)

We, the undersigned, have declined to bid on Bid/ Proposal# \_\_\_\_\_

Reason:

\_\_\_\_\_ Specifications "too tight", geared toward one brand or manufacturer (explain)

\_\_\_\_\_ Insufficient time to respond

\_\_\_\_\_ Specifications unclear (explain)

\_\_\_\_\_ We do not offer this product or an equivalent

\_\_\_\_\_ Our product schedule does not permit us to perform

\_\_\_\_\_ Unable to meet specifications

\_\_\_\_\_ Unable to meet bond requirements

Remarks:

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We understand this if this "Statement of No Bid" is not executed and returned, our name may be deleted from the list of qualified bidders.

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

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Phone: \_\_\_\_\_

Signature: \_\_\_\_\_



<b>CERTIFICATE OF INTERESTED PARTIES</b>		<b>FORM 1295</b>																			
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.		<b>OFFICE USE ONLY</b>  <div style="font-size: 2em; transform: rotate(-30deg); opacity: 0.5; position: absolute; top: 50%; left: 50%;">             Must file online at <a href="http://www.ethics.state.tx.us/File">www.ethics.state.tx.us/File</a> </div>																			
<b>1 Name of business entity filing form, and the city, state and country of the business entity's place of business.</b>																					
<b>2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.</b>																					
<b>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.</b>																					
<b>4</b> <b>Name of Interested Party</b>	<b>City, State, Country</b> <b>(place of business)</b>	<b>Nature of Interest (check applicable)</b> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 50%; padding: 5px;">Controlling</th> <th style="width: 50%; padding: 5px;">Intermediary</th> </tr> </thead> <tbody> <tr><td style="height: 20px;"></td><td></td></tr> <tr><td style="height: 20px;"></td><td></td></tr> <tr><td style="height: 20px;"></td><td></td></tr> <tr><td style="height: 20px;"></td><td></td></tr> <tr><td style="height: 20px;"></td><td></td></tr> <tr><td style="height: 20px;"></td><td></td></tr> <tr><td style="height: 20px;"></td><td></td></tr> <tr><td style="height: 20px;"></td><td></td></tr> </tbody> </table>		Controlling	Intermediary																
Controlling	Intermediary																				
<b>5</b> Check only if there is no Interested Party. <span style="float: right;"><input type="checkbox"/></span>																					
<b>6 UNSWORN DECLARATION</b> My name is _____, and my date of birth is _____. My address is _____, _____, _____, _____, _____. <div style="display: flex; justify-content: space-between; width: 80%; margin: 0 auto;"> <span>(street)</span> <span>(city)</span> <span>(state)</span> <span>(zip code)</span> <span>(country)</span> </div> I declare under penalty of perjury that the foregoing is true and correct. Executed in _____ County, State of _____, on the _____ day of _____, 20____. <div style="display: flex; justify-content: space-between; width: 80%; margin: 0 auto;"> <span>(month)</span> <span>(year)</span> </div> <div style="text-align: center; margin-top: 20px;">             _____              Signature of authorized agent of contracting business entity              (Declarant)           </div>																					
<b>ADD ADDITIONAL PAGES AS NECESSARY</b>																					

## 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.

<b>Form W-9</b> (Rev. October 2018) Department of the Treasury Internal Revenue Service	<b>Request for Taxpayer Identification Number and Certification</b> <b>► Go to <a href="http://www.irs.gov/FormW9">www.irs.gov/FormW9</a> for instructions and the latest information.</b>	<b>Give Form to the requester. Do not send to the IRS.</b>																																																																						
Print or type. See Specific Instructions on page 3.	<b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.																																																																							
	<b>2</b> Business name/disregarded entity name, if different from above																																																																							
	<b>3</b> Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.  <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate  <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ <b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.  <input type="checkbox"/> Other (see instructions) ► _____	<b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) _____  Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>																																																																						
	<b>5</b> Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)																																																																						
	<b>6</b> City, state, and ZIP code																																																																							
<b>7</b> List account number(s) here (optional)																																																																								
<b>Part I Taxpayer Identification Number (TIN)</b> Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> , later.  <b>Note:</b> If the account is in more than one name, see the instructions for line 1. Also see <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter.																																																																								
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<b>Part II Certification</b> Under penalties of perjury, I certify that: 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and 3. I am a U.S. citizen or other U.S. person (defined below); and 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.  <b>Certification instructions.</b> You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.																																																																								
<b>Sign Here</b>	Signature of U.S. person ► _____	Date ► _____																																																																						
<b>General Instructions</b> Section references are to the Internal Revenue Code unless otherwise noted.  <b>Future developments.</b> For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to <a href="http://www.irs.gov/FormW9">www.irs.gov/FormW9</a> .  <b>Purpose of Form</b> An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.																																																																								
<div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <ul style="list-style-type: none"> <li>• Form 1099-DIV (dividends, including those from stocks or mutual funds)</li> <li>• Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)</li> <li>• Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)</li> <li>• Form 1099-S (proceeds from real estate transactions)</li> <li>• Form 1099-K (merchant card and third party network transactions)</li> <li>• Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)</li> <li>• Form 1099-C (canceled debt)</li> <li>• Form 1099-A (acquisition or abandonment of secured property)</li> </ul> <p>Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.</p> <p><i>If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.</i></p> </div> <div style="width: 45%;"> <ul style="list-style-type: none"> <li>• Form 1099-INT (interest earned or paid)</li> </ul> </div> </div>																																																																								

## **CONTRACT**

STATE OF TEXAS

COUNTY OF BURNET

WHEREAS, The above attached bid package including the Cover Sheet, Instructions, Specifications, and Bid Sheet(s) for the item(s) being published for competitive bid, were solicited pursuant to Texas Local government Code 262.021; and

WHEREAS, Burnet County did on \_\_\_\_\_, 20\_\_\_\_ award to \_\_\_\_\_, Vendor, for furnishing the materials, equipment, supplies, and/or services in quantities and at prices as set forth in the above attached bid package; and

THEREFORE, know all men by these presents, that this contract is entered into by Burnet County, hereinafter called "COUNTY" and the undersigned Vendor, hereinafter called "VENDOR."

### **WITNESSETH:**

THAT IN ACCORDANCE with the above attached bid package in ever particular, the Vendor will perform in accordance with the terms thereof and the County agrees to make payment for such items or services purchased on appropriate Purchase Orders in accordance with the terms of said bid package which is made part of this contract and incorporated herein for all purposes contingent on respective equipment, materials, and supplies services covered by any claims (1) conform to the attached specifications, (2) that the equipment, materials, and supplies services were delivered in good condition, (3) that services contracted for by Burnet County have been satisfactorily performed.

### **Texas Law to Apply**

This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created by this Contract are performable in Burnet County, Texas.

### **Severability**

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

### **Prior Agreements Superseded**

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

### **Amendment**

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

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

VENDOR

BURNET COUNTY

BY: \_\_\_\_\_  
AUTHORIZED AGENT

BY: \_\_\_\_\_  
BURNET COUNTY JUDGE

**\*\*Failure to sign the Contract page(s) may disqualify the bid from being considered by the Commissioners Court. However, this Contract is not valid unless awarded in Commissioners Court.\*\***