

INVITATION TO BID
FOR THE
ANNUAL SUPPLY CONTRACT FOR
INMATE FOOD SERVICES
AT THE CALHOUN COUNTY ADULT DETENTION FACILITY

BID NUMBER: 2026.05
BID TERM: JANUARY 1, 2026 THROUGH DECEMBER 31, 2026
With the option to be extended yearly,
if agreeable with both the successful vendor and Calhoun County



SEALED BIDS ARE DUE BEFORE:
2:00:00 PM, Thursday, November 20, 2025

AT THE OFFICE OF:
Honorable Vern L. Lyssy
Calhoun County Judge
Calhoun County Courthouse
211 South Ann Street
3rd Floor, Suite 301
Port Lavaca, Texas 77979

Public Opening of the Bids will be conducted immediately after the closing of the 2:00:00 PM deadline, Thursday, November 20, 2025 in the County Judge's office, Calhoun County Courthouse, 211 South Ann Street, 3rd Floor, Suite 301, Port Lavaca, Texas 77979.

Bids will be considered for award at a future meeting of the Calhoun County Commissioners Court. Award information will be sent to all vendors that submitted a Bid and, as time permits, will be posted on the County's website (www.calhouncotx.org) under Public Notices, Bid Notices and Results, Results, 2026.

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OTHER INFORMATION INCLUDED WITH THE INVITATION TO BID PACKET

- Copy of Contract (to be completed AFTER the bid is awarded)

INVITATION TO BID

Notice is hereby given that the Commissioners Court of Calhoun County, Texas will receive SEALED BIDS for the annual supply contract for furnishing food and non-food items to the Calhoun County Adult Detention Facility.

Bid Number 2026.05, Annual Supply Contract for Inmate Food Services at the Calhoun County Adult Detention Facility

Bids are for a one (1) year period: January 1, 2026 through December 31, 2026, with the option to be extended yearly, if agreeable with both the successful bidder and Calhoun County. Each yearly extension must be approved by Commissioners Court prior to the end date of the contract agreement.

The complete Invitation to Bid Packet can be downloaded from the County's website, www.calhouncotx.org (under Public Notices, Bid Notices and Results, Bid Notices, 2026), or by contacting Demi Cabrera, Assistant Auditor, demi.cabrera@calhouncotx.org or 361-553-4613.

SEALED BIDS (ONE ORIGINAL AND THREE COPIES) ARE DUE BEFORE 2:00:00 PM, THURSDAY, NOVEMBER 20, 2025. Immediately after the closing of the 2:00:00 PM deadline, all bids will be publicly opened in the Judge's office in the Calhoun County Courthouse at 211 South Ann Street, 3rd Floor, Suite 301, Port Lavaca, Texas. Bids will be considered for award at a future meeting of the Calhoun County Commissioners Court.

It is the responsibility of the submitting vendor to ensure that the sealed bid is received in a timely manner. Calhoun County does not accept faxed or emailed bids. Calhoun County accepts no financial responsibility for any cost incurred by any entity in the course of responding to the bid. Bids received after the deadline will not be opened and will not be considered for award, regardless of whether or not the delay was outside of the control of the submitting vendor.

All bids (one original and three copies) must be delivered to the office of the Calhoun County Judge before 2:00:00 PM, Thursday, November 20, 2025 in a SEALED 9 x 12 or larger envelope and CLEARLY MARKED on the outside on the envelope: SEALED BID NUMBER 2026.05 ANNUAL SUPPLY CONTRACT FOR INMATE FOOD SERVICES AT THE CALHOUN COUNTY ADULT DETENTION FACILITY

SEALED BIDS may be hand delivered or mailed to:

Honorable Vern L. Lyssy
Calhoun County Judge
Calhoun County Courthouse
211 South Ann Street
3rd Floor, Suite 301
Port Lavaca, TX 77979

Calhoun County Commissioners Court reserves the right to waive technicalities, reject any or all bids, to accept the bid deemed most advantageous to and in the best interest of Calhoun County. The award of the Bid and Contract Agreement shall be made to the responsible vendor, whose Bid is determined to be the most beneficial to Calhoun County and the Calhoun County Adult Detention Facility, taking into consideration the relative importance of price and other factors set forth in the Invitation to Bid Packet.

Calhoun County, Texas is an Affirmative Action/Equal Opportunity Employer. The County does not discriminate on the basis of race, color, national origin, sex, sexual orientation, gender identity, religion, age or handicapped status in employment or the provision of services. Minority Business Enterprises, Small Business Enterprises, Women Business Enterprises, and Labor Surplus Area Firms are encouraged to submit bids.

Candice Villarreal
County Auditor
Calhoun County, Texas

RETURN INSTRUCTIONS

For

Submitting a Bid for the
ANNUAL SUPPLY CONTRACT FOR
INMATE FOOD SERVICES

AT THE CALHOUN COUNTY ADULT DETENTION FACILITY

Bid Number: 2026.05

Bid Period: January 1, 2026 thru December 31, 2026

With the option to be extended yearly, if agreeable with both the successful vendor and Calhoun County

Return the following BEFORE 2:00:00 PM, THURSDAY, NOVEMBER 20, 2025

Check List for submitting your Bid:

Return One (1) Original and Three (3) Copies of all of the below forms:

- _____ Invitation to Bid Form
- _____ Vendor and Order Information Form
- _____ Affidavit
- _____ Conflict of Interest Questionnaire, Form CIQ
- _____ Certification Regarding Debarment & Suspension
- _____ Certification Regarding Lobbying
- _____ Disclosure of Lobbying Activities
- _____ House Bill 89 Verification
- _____ Residence Certification
- _____ W9

Do Not Fold any of the above information.

Bid must be returned in a SEALED 9 x 12 or larger envelope clearly marked:

SEALED BID NUMBER 2026.05 - ANNUAL SUPPLY CONTRACT FOR INMATE FOOD SERVICES AT THE CALHOUN COUNTY ADULT DETENTION FACILITY

If you send your bid by UPS, FedEx or other delivery service, the outside of this envelope must be clearly marked:

SEALED BID NUMBER 2026.05 - ANNUAL SUPPLY CONTRACT AGREEMENT FOR INMATE FOOD SERVICES AT THE CALHOUN COUNTY ADULT DETENTION FACILITY

SEALED BID MAY BE HAND DELIVERED OR MAILED TO:

Honorable Vern L. Lyssy
Calhoun County Judge
Calhoun County Courthouse
211 South Ann Street, 3rd Floor, Suite 301
Port Lavaca, TX 77979

BID MUST BE SEALED (with the glue on the envelope or tape)

CALHOUN COUNTY, TEXAS

GENERAL CONDITIONS

General Conditions apply to all advertised Invitations to Bid (hereinafter called Bid), Request for Proposals (hereinafter called RFP), Request for Qualifications (hereinafter called RFQ), Contracts/Agreements/Leases (hereinafter called Contract); however these may be superseded in whole or in part by the scope, special requirements, specifications or special sections of Texas Government Code and/or Texas Local Government Code.

Governing Law:

Bidder/Vendor is advised that the Bid, RFP, RFQ, and/or Contract shall be fully governed by the laws of the State of Texas and that Calhoun County may request and rely on advice, decisions and opinions of the Attorney General of Texas and the County Attorney concerning any portion of the Bid, RFP, RFQ, and/or Contract.

All parties agree that the venue for any litigation arising from this Bid, RFP, RFQ, and/or Contract shall be held in Port Lavaca, Calhoun County, Texas.

Completion of Bid, RFP, RFQ, and/or Contract Forms:

Once the Bid, RFP, RFQ, and/or Contract is released for bidding, Calhoun County will not answer any questions except through an addendum that has been approved by Calhoun County Commissioners Court or at a mandatory pre-bid meeting.

Complete, sign, and return to the Calhoun County Judge's Office the required number of Bid forms, RFP forms, RFQ forms, and/or Contracts, and any other required information by the day and time the Bid, RFP, RFQ, and/or Contract is due.

The Bid, RFP, RFQ, and/or Contract must be signed and dated by an officer, employee or agent who is duly authorized to execute this Bid, RFP, RFQ, and/or Contract, and affirms that this company, corporation, firm, partnership or individual has not prepared this Bid, RFP, RFQ, and/or Contract in collusion with any other bidder/vendor or any official or employee of Calhoun County, and that the contents of this Bid, RFP, RFQ, and/or Contract as to prices, terms or conditions of said Bid, RFP, RFQ, and/or Contract have not been communicated by the individual signing nor by any employee or agent to any other person engaged in this type of business or to any official or employee of Calhoun County prior to the official opening of this Bid, RFP, RFQ, and/or Contract.

The use of liquid paper or white out is not acceptable and may result in the disqualification of the bidders/vendor's Bid, RFP, RFQ, and/or Contract. If an error is made, the bidder/vendor must draw a line through the error and initial each change. All responses typed or handwritten in ink must be clear and legible.

Submission of Sealed Bid, RFP, RFQ, and/or Contract:

All Bids, RFPs, RFQs, and/or Contracts must be delivered to the County Judge's Office in a SEALED envelope. When submitting a SEALED Bid, RFP, RFQ, and/or Contract the envelope must be taped and/or glued closed in order for it to be accepted as a SEALED Bid, RFP, RFQ, and/or Contract.

The bidder/vendor must submit the original and required number of copies of their completed Bid, RFP, RFQ, and/or Contract and any additional required information/forms in a SEALED envelope to the Calhoun County Judge's Office, Calhoun County Courthouse, 211 South Ann Street, 3rd Floor, Suite 301, Port Lavaca, Texas. The Bid, RFP, RFQ, and/or Contract will specify the date and time due.

The cell phone in the County Judge's office or the cell phone of the County Auditor's Representative is the official clock that will be used in determining the time the Bid, RFP, RFQ, and/or Contract is received and the time deadline that the Bid, RFP, RFQ, and/or Contract will be opened. A late delivery with an early postmark or delivery of the Bid, RFP, RFQ, and/or Contract to the wrong office will not suffice. Bids, RFPs, RFQs, and/or Contracts received after the deadline will not be considered for award, regardless of whether or not the delay was outside of the control of the submitting

bidder/vendor. The door to the County Judge's office will be closed once the due date and time has been reached and no other bids will be accepted.

Calhoun County will not be responsible for the delivery of your Bid, RFP, RFQ, and/or Contract to the office of the Calhoun County Judge. Calhoun County is not responsible for late deliveries due to postal mail or other mail delivery services delays. Calhoun County is not responsible for the delivery of the Bid, RFP, RFQ, and/or Contract to the wrong office. Calhoun County does not accept faxed or emailed Bids, RFPs, RFQs, and/or Contracts. If the bidder/vendor would like to confirm the delivery of their Bid, RFP, RFQ, and/or Contract, the bidder/vendor may call the Calhoun County Judge's office at 361-553-4600. Late Bids, RFPs, RFQs, and/or Contracts will not be accepted. Bids, RFPs, RFQs, and/or Contracts received after the deadline will not be opened and shall be considered void and unacceptable.

Bids, RFPs, RFQs, and/or Contracts must be submitted in a SEALED 9 x 12 or larger envelope, addressed as follows: Vern L. Lyssy, County Judge, Calhoun County Courthouse, 211 S. Ann St., Suite 301, Port Lavaca, TX 77979.

The outside of the SEALED envelope must be clearly marked: SEALED BID (RFP, RFQ, or Contract) and the name of the Bid, RFP, RFQ, or Contract.

If the Bid, RFP, RFQ, and/or Contract is sent by UPS, FedEx or other delivery service, the outside of this envelope must be clearly marked: SEALED Bid (RFP, RFQ, or Contract) and the name of the Bid, RFP, RFQ, or Contract.

Withdrawal of Bid, RFP, RFQ, and/or Contract:

A bidder/vendor may withdraw their Bid, RFP, RFQ, and/or Contract before Calhoun County's acceptance of the Bid, RFP, RFQ, and/or Contract without prejudice to the bidder/vendor, by submitting a written request for its withdrawal to the Calhoun County Judge and mail or hand deliver to the address the Bid, RFP, RFQ, and/or Contract was submitted to.

A Bid, RFP, RFQ, and/or Contract that was opened are not subject to amendment, alteration, or change for the purpose of correcting an error in the Bid, RFP, RFQ, and/or Contract price. Bids, RFPs, RFQs, and/or Contracts containing an error may be offered "as is" or withdrawn by the bidder/vendor in accordance with applicable State Laws.

Opening and Award of Bid, RFP, RFQ, and/or Contract:

Bidders/vendors are invited to be present at the opening and awarding of the Bid, RFP, RFQ, and/or Contract.

Governing Forms:

In the event of any conflict between the terms and provisions of these conditions, the Bid, RFP or RFQ specifications or contract, if applicable, shall govern. In the event of any conflict of interpretation of any part of this overall document, Calhoun County's interpretation shall govern.

Addendums:

When specifications are revised, the Calhoun County Auditor's Office will send each bidder/vendor that received a Bid, RFP, RFQ, and/or Contract packet the addendum once it has been approved by Calhoun County Commissioners Court. No addendum can be sent out until Calhoun County Commissioners Court has approved the addendum or approved the addendum to be sent out by the Engineer with the approval from the County Commissioner or County Department in charge of the project.

Indemnification/Hold Harmless:

The successful bidder/vendor shall defend, indemnify and hold Calhoun County and its officials, agents, and employees harmless from all suits, actions, or for personal injury, death and/or property damage arising from any cause whatsoever, resulting directly or indirectly from bidder's/vendor's performance. Bidder/vendor shall procure and maintain, with respect to the subject matter of this Bid, RFP, RFQ, and/or Contract, appropriate insurance coverage including, as a minimum, general liability and property damage, workers' compensation, employer's liability and auto insurance with adequate limits to cover bidder's/vendor's liability as may arise directly or indirectly from work performed under terms of this Bid, RFP, RFQ, and/or Contract. Certification of such coverage shall name, by policy endorsement, Calhoun County as an additional insured and be provided to Calhoun County upon request.

Waiver of Subrogation:

Bidder/vendor and bidder's/vendor's insurance carrier shall waive any and all rights whatsoever with regard to subrogation against Calhoun County and its respective officials, employees, and insurers as an indirect party to any suit arising out of personal or property damages resulting from bidder's/vendor's performance under this Bid, RFP, RFQ, and/or Contract. Insurers and all policies of insurance provided shall contain a provision and/or endorsement stating that the insurance carriers and underwriters waive all rights of subrogation in favor of Calhoun County and its respective officials, employees, and insurers.

Bonds:

If the Bid, or RFP, requires submission of bid or proposal guarantee and performance bond, there will be a separate page explaining those requirements. Bids or RFPs submitted without the required bid bond or cashier's checks are not acceptable.

Taxes:

Calhoun County is exempt from all sales tax (state, city and county sales tax) and federal excise taxes under Section 151.309 of the Texas Tax Code. Tax exempt forms will be furnished upon request to the bidder/vendor. Tax exempt forms can be obtained from the Calhoun County Auditor's Office. Bidder/vendor is to issue its Texas Resale Certificate to vendors and subcontractors for such items qualifying for this exemption, and further, bidder/vendor should state these items at cost.

Pricing:

Prices for all products/goods, services, and/or contracts shall be firm for the duration of the Bid, RFP, and/or Contract and shall be stated on the Bid, RFP, and/or Contract form. Prices shall be all inclusive. All prices must be written in ink or typewritten and must be legible.

Pricing on all transportation, freight, and other charges are to be prepaid by the bidder/vendor and included in the Bid, RFP, and/or Contract prices. If there are any additional charges of any kind, other than those mentioned above, specified or unspecified, bidder/vendor must indicate the items required and their costs or forfeit the right to payment for such items. Additional charges added to the Bid, RFP, and/or Contract prices may void the Bid, RFP, and/or Contract.

Where unit pricing and extended pricing differ, unit pricing prevails.

Inspections:

Calhoun County reserves the right to inspect any products/goods or service location for compliance with specifications and requirements and needs of the using department before accepting them.

When applicable, Calhoun County reserves the right to enter upon any County leased premises at any time to inspect said premises.

Testing:

Calhoun County reserves the right to test equipment, supplies, materials, and products/goods bid, proposed, and/or agreed upon for quality, compliance with specifications and ability to meet the needs of the user. Should the equipment, supplies, materials, products/goods and/or services fail to meet requirements and/or be unavailable for evaluation, the Bid, RFP, and/or Contract is subject to rejection.

Material Safety Data Sheets:

Under the "Hazardous Communications Act", commonly known as the "Texas Right To Know Act", a bidder/vendor must provide to Calhoun County with each delivery, material safety data sheets which are applicable to hazardous substances defined in the Act. Failure of the bidder/vendor to furnish this documentation will be cause to reject any Bid, RFP, and/or Contract applying thereto.

Awards:

Calhoun County reserves the right to award this Bid, RFP, RFQ, and/or Contract on the basis of lowest and/or best Bid, RFP, RFQ, and/or Contract that met specifications in accordance with the laws of the State of Texas, to waive any formality or irregularity, to make awards to more than one bidder/vendor, to reject any or all Bids, RFPs, RFQs, and/or Contracts and to be the sole judge in determining which Bid, RFP, RFQ, and/or Contract will be most advantageous to Calhoun County.

Calhoun County will evaluate and may award a Bid, RFP, RFQ, and/or Contract based on lowest and/or best Bid, RFP, RFQ, and/or Contract meeting specifications. "Lowest and/or best Bid, RFP, RFQ, and/or Contract" means a bid or offer providing the best value considering associated direct and indirect costs, including transport, maintenance, reliability, life cycle, warranties, the county's past experience with the bidder/vendor and customer service after a sale.

Calhoun County reserves the right to accept and/or reject any/all of the options Bid, any/all of the RFPs, any/all of the RFQs, and/or any/all of the Contracts as it deems to be in the best interest of the County. An award is final only upon formal execution by Calhoun County Commissioners Court.

Per Local Government Code, Sec. 262.027, Calhoun County reserves the right to reject all Bids, RFPs, RFQs, and/or Contracts and to go out for new Bids, RFPs, RFQs, and/or Contracts.

In the event of tie Bids, RFPs, RFQs, and/or Contracts, the winning Bid, RFP, RFQ, and/or Contract is determined per the Texas Local Governmental Code 262.027(b).

Calhoun County, Texas is an Affirmative Action/Equal Opportunity Employer. The County does not discriminate on the basis of race, color, national origin, sex, sexual orientation, gender identity, religion, age or handicapped status in employment or the provision of services. Section 3 Residents, Minority Business Enterprises, Small Business Enterprises, Women Business Enterprises, and labor surplus area firms are encouraged to submit Bids, RFPs, RFQs, and/or Contracts.

Assignment:

The successful bidder/vendor may not assign, sell, sublease or otherwise transfer the Bid, RFP, RFQ, and/or Contract without first obtaining the written approval of Calhoun County Commissioners Court.

A change in ownership or management shall cancel the Bid, RFP, RFQ, and/or Contract unless a mutual agreement is reached with the new owner or manager to continue the Bid, RFP, RFQ, and/or Contract under the awarded provisions and approved by Calhoun County Commissioners Court.

Term of the Bid, RFP, RFQ, and/or Contract:

If the Bid, RFP, RFQ, and/or Contract is intended to cover a specific time period, said time will be given in the specifications, instructions, and/or contracts.

Obligation of the Bid, RFP, RFQ, and/or Contract:

Bids, RFPs, RFQs, and/or Contracts are awarded only upon formal execution by Calhoun County Commissioners Court. If a contract is required, the Calhoun County Judge or other person authorized by Calhoun County Commissioners Court must sign the contract before it becomes binding on Calhoun County. No person is authorized to sign contracts until authorized by Calhoun County Commissioners Court. Calhoun County is not responsible for any contract signed without Commissioners Court approval.

Delivery:

All items shall be shipped F.O.B. inside (or site location) delivery unless otherwise stated in the specifications. Default in promised delivery (without accepted reasons) or failure to meet specifications, authorizes Calhoun County to purchase supplies from the next lowest bidder/vendor that met specifications.

Rejections:

Articles not in accordance with samples and specifications must be removed by the bidder/vendor at the bidder's/vendor's expense.

All disputes concerning quality of equipment, supplies, materials, products/goods, and/or services delivered under this Bid, RFP, RFQ, and/or contract will be determined by Calhoun County Commissioners Court or their designated representative.

Termination:

Calhoun County reserves the right to terminate the Bid, RFP, RFQ, and/or Contract for default if the bidder/vendor breaches any of the terms therein, including warranties of bidder/vendor or if the bidder/vendor becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies, which Calhoun County may have in law or equity.

Default may be construed as, but not limited to, failure to deliver the proper products/goods and/or services within the proper amount of time, and/or to properly perform any and all services required to Calhoun County's satisfaction and/or to meet all other obligations and requirements.

Bids, RFPs, RFQs, and/or Contracts may be terminated without cause upon thirty (30) days written notice to either party unless otherwise specified. The bidder/vendor or Calhoun County must state therein the reasons for such cancellation. Calhoun County reserves the right to award cancelled Bid, RFP, RFQ, and/or Contract to the next lowest and best bidder/vendor that met specifications and is deemed to be in the best interest of Calhoun County.

Delinquent Property Taxes:

Calhoun County reserves the right to reject any Bid, RFP, RFQ, and/or Contract submitted by a bidder/vendor owing delinquent property taxes to Calhoun County, Texas.

If the bidder/vendor subsequently becomes delinquent in the payment of Calhoun County taxes this may be grounds for cancellation of the Bid, RFP, RFQ, and/or Contract. Despite anything to the contrary, if the bidder/vendor is delinquent in payment of Calhoun County taxes at the time of invoicing, bidder/vendor assigns any payments to be made under this Bid, RFP, RFQ, and/or Contract to the Calhoun County Tax Assessor Collector for the payment of delinquent taxes.

Certificate of Interested Parties – Form 1295

Section 2252.908 was added to the Government Code by the 84th Texas Legislature through adoption of House Bill 1295.

Senate Bill 255 adopted by the 85th Legislature Regular Session amended the law effective for contracts entered into or amended on or after January 1, 2018.

Additional exemptions from Form 1295 requirement were added for 1) a contract with a publicly traded business entity, including a wholly owned subsidiary of the business entity, 2) a contract with an electric utility as defined by Section 31.002 of the Utilities Code, or 3) a contract with a gas utility as defined by Section 121.001 of the Utilities Code.

Notarization of Form 1295 has been replaced by an unsworn statement under penalty of perjury by an authorized representative of the business entity.

The Texas Ethics Commission promulgated rules to implement the law and established an online portal: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm.

The law states that a County may not enter into a contract with a business entity unless a Certificate of Interested Parties (Form 1295) has been completed and provided to the County at the time the contract is considered for action by Commissioners Court.

The term “business entity” includes a sole proprietorship, partnership or corporation (whether for-profit or non-profit). The term “contract” includes amendment, extension or renewal of an existing contract (Bids, RFPs, and/or RFQs also require Form 1295).

The law does not apply to a Bid, RFP, RFQ, and/or Contract between the County and another governmental entity or state agency.

The county is required to file Form 1295 with the state within thirty (30) days of approving a contract, and/or awarding a Bid, RFP, RFQ, and/or Contract with a business entity. Governmental transparency is the objective of the law.

A business entity must generate Form 1295 online. A business entity must use the application at the Texas Ethics Commission website to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number and date filed in the box marked “Office Use Only” located at the top right hand corner of the form.

An authorized agent of the business entity must sign and complete the bottom portion of the printed copy of the form affirming under the penalty of perjury that the completed form is true and correct.

Calhoun County Commissioners Court will not consider for action any Contract with a business entity unless it is accompanied by a completed and signed Form 1295 or a signed statement declaring the provision of the law under which the business entity is exempt. A business entity will generate Form 1295 online after notification of award and submit with their signed contract. (See Attachment A to General Conditions)

No later than thirty (30) days after Calhoun County Commissioners Court approves a contract with a business entity, the Calhoun County Clerk will file acknowledgement of receipt of the Form 1295 with the Texas Ethics Commission. The Texas Ethics Commission will post the completed Form 1295 to its website within seven (7) business days after Calhoun County acknowledges receipt of the form.

Debarment:

Bidder/vendor certifies that at the time of submission of its (their) Bid, RFP, RFQ, and/or Contract, the bidder/vendor, as well as the bidder’s/vendor’s principals, are not on the federal government’s list of suspended, ineligible or debarred bidders/vendors and that the bidder/vendor and its (their) principals have not been placed on this list between the time of the Bid, RFP, RFQ, and/or Contract submission and the time of execution of the Bid, RFP, RFQ, and/or Contract.

A print out of the search results that includes the record date showing that the Company, and its Principals, if any, have an active registration with the System for Award Management (www.SAM.gov) AND are not debarred or suspended nor otherwise on the Excluded Parties List System (EPLS) in the System for Award Management (SAM) must be included with the bidder’s/vendor’s Bid, RFP, RFQ, and/or Contract.

If bidder/vendor or its (their) principals are placed on this list during the term of the Bid, RFP, RFQ, and/or Contract, the bidder/vendor shall notify the Calhoun County Auditor. False certification or failure to notify may result in termination of the Bid, RFP, RFQ, and/or Contract for default.

Invoices and Payments:

All invoices are subject to approval by the Calhoun County Auditor’s Office.

Invoices shall be billed to Calhoun County to the attention of the County Department that the invoice pertains to and, if applicable, have all necessary backup information needed.

Invoices shall be itemized (detailed) and free of sales tax (state, city and county sales tax) and federal excise taxes, if applicable.

Invoices that are not billed to Calhoun County to the attention of the County Department that the invoice pertains to, not itemized (detailed) and/or free of sales tax (state, city and county sales tax) and federal excise taxes, if applicable, may be returned to the bidder/vendor for corrections. Calhoun County will not incur any fees and/or charges for this request and/or delay in payment of the invoice(s) that was originally submitted incorrectly.

Approval of payment of all invoices will be made once the purchase order and invoice(s) are properly and timely submitted to the Calhoun County Treasurer's Office by the appropriate County department. Each County department is responsible for submitting their purchase orders for payment to the Calhoun County Treasurer's Office by the deadline time and date set forth by the Treasurer's office. No payment can be made or mailed out until approved by Calhoun County Commissioners Court. Purchase order due dates/times and Commissioners Court dates/times are subject to change.

Calhoun County's obligation is payable only and solely from funds available for the purpose of this purchase. Lack of funds shall render the order null and void to the extent funds are not available and any delivered but unpaid goods will be returned to the seller by the county.

Gratuities:

Calhoun County may, by written notice to the bidder/vendor, cancel any order and/or service without liability, if it is determined by Calhoun County that gratuities, in the form of entertainment, gifts, or otherwise were offered or given by the bidder/vendor, or any agent or representative of the bidder/vendor to any official, employee, or agent of Calhoun County with a view toward securing a Bid, RFP, RFQ, Contract, order, and/or service.

In the event a Bid, RFP, RFQ, Contract, order, and/or service is canceled by Calhoun County pursuant to this provision, the County shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by bidder/vendor in providing such gratuities.

Warranty Product:

Bidder/vendor warrants that products/goods sold to and/or services provided to Calhoun County shall conform to the highest commercial and/or professional standards in the industry and laws established by the U.S. Department of Labor, U.S. Department of Homeland Security, Occupational Safety and Health Administration and OSHA Act of 1970.

In the event products/goods sold and/or services provided do not conform to OSHA Standards, where applicable, Calhoun County shall return the product/item for correction or replacement at the bidder's/vendor's expense. In the event that services do not conform to OSHA Standards, Calhoun County may immediately stop the services and seek reimbursement for said services at the bidder's/vendor's expense.

In the event the bidder/vendor fails to make the appropriate correction within a reasonable time, correction made by Calhoun County shall be at the bidder's/vendor's expense.

Bidder/vendor shall not limit or exclude any implied warranties and any attempt to do so shall render this Bid, RFP, RFQ, and/or Contract voidable at the option of Calhoun County.

Bidder/vendor warrants that the products/goods and/or services furnished and/or performed will conform to the specifications, scope of work, general conditions, drawings, and/or descriptions listed in the Bid, RFP, RFQ, and/or Contract and to the sample(s) furnished by bidder/vendor, if any.

In the event of a conflict between the specifications, scope of work, general conditions, drawings, and/or descriptions, the specifications shall govern.

All products/goods must be new, in first class condition, unless otherwise specified. The design, strength and quality of materials must conform to the highest standards of manufacturing practice.

Products/goods, and/or services supplied and/or performed under this Bid, RFP, RFQ, and/or Contract shall be subject to Calhoun County's approval.

Successful bidder/vendor shall warrant that all products/goods and/or services shall conform to the proposed specifications and/or all warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title. Any products/goods and are services found defective or not meeting specifications shall be picked up and promptly replaced or corrected to Calhoun County's satisfaction by the successful bidder/vendor at no expense to Calhoun County.

Cancellation:

Calhoun County shall have the right to cancel for default all or any part of the undelivered portion of an order and/or services if bidder/vendor breaches any of the terms hereof including warranties of bidder/vendor, or if the bidder/vendor becomes insolvent or files for protection under the bankruptcy laws. Such rights of cancellation are in addition to and not in lieu of any other remedies, which Calhoun County may have in law or equity. Calhoun County shall not incur any fees and/or charges related to the cancellation. The bidder/vendor shall be responsible for any fees and/or charges that are related to the cancellation.

Force Majeure:

Force Majeure means a delay encountered by a party in the performance of its obligations under this Bid, RFP, RFQ, and/or Contract, which is caused by an event beyond the reasonable control of that party. Without limiting the generality of the foregoing, "Force Majeure" shall include but not be restricted to the following types of events: acts of God or public enemy; acts of governmental or regulatory authorities; fires, floods, epidemics or serious accidents; unusually severe weather conditions; strikes, lockouts, or other labor disputes; and defaults by subcontractors.

In the event of a Force Majeure, the affected party shall not be deemed to have violated its obligations under this Bid, RFP, RFQ, and/or Contract, and the time for performance of any obligations of that party shall be extended by a period of time necessary to overcome the effects of the Force Majeure, provided that the foregoing shall not prevent this Bid, RFP, RFQ, and/or Contract from terminating in accordance with the termination provisions.

If any event constituting a Force Majeure occurs, the affected party shall notify the other parties in writing, within twenty-four (24) hours, and disclose the estimated length of delay, and cause of the delay.

Waiver:

No claim or right arising out of a breach of any Bid, RFP, RFQ, and/or Contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.

Applicable Law:

To the extent it is applicable, this Bid, RFP, RFQ, and/or Contract shall be governed by the Uniform Commercial Code. Whenever the term "Uniform Commercial Code" is used it shall be construed as meaning the "Uniform Commercial Code" as adopted in the State of Texas as effective and in force on the date of this Bid, RFP, RFQ, and/or Contract. Otherwise, Texas state and federal law shall apply.

Prohibition against Personal Interest in Bids, RFPs, RFQs, and/or Contracts:

No official, employee, or agent of Calhoun County shall have financial interest, direct or indirect, in any Bid, RFP, RFQ, and/or Contract with Calhoun County, or shall be financially interested, directly or indirectly, in the sale/lease to Calhoun County of any land, materials, supplies, or service, except on behalf of Calhoun County as an official, employee, or agent. Any willful violation of this section shall constitute malfeasance in office, and any official, employee, or agent guilty thereof shall be subject to disciplinary action under applicable laws, statutes and codes of the State of Texas. Any violation of this section, with the knowledge, expressed or implied of the company, corporation, firm, partnership, or individual contracting with Calhoun County shall render the Bid, RFP, RFQ, and/or Contract involved voidable by the Calhoun County Commissioners Court.

Insurance:

Proof (copy of bidder's/vendor's current insurance) of the below listed insurance may be required to be returned with the Bid, RFP, RFQ, and/or Contract.

As additional security for Calhoun County and as separate obligations of bidder/vendor not in conjunction with any other provisions of the Bid, RFP, RFQ, and/or Contract, bidder/vendor agrees to carry and maintain during the term of the Bid, RFP, RFQ, and/or Contract the minimum insurance coverages stated below.

Before commencing work, the successful bidder/vendor shall be required, at his own expense, to furnish the Calhoun County Auditor within ten (10) days of notification of award with a certificate(s) of liability insurance (Form ACORD 25 or equivalent) showing, at least, the following minimum insurance coverage to be in force throughout the term of the Bid, RFP, RFQ, and/or Contract. Higher rates and/or additional coverage may apply depending upon type of Bid, RFP, RFQ, and/or Contract.

- General Liability (\$100,000/\$300,000 or greater)
- Workers' Compensation (at Statutory Limits)
- Employer's Liability (\$1,000,000 or greater)
- Auto Insurance (\$100,000 BIPP/\$300,000 BIPO/\$100,000 PD or greater)
- Professional Liability Insurance (if applicable)
- Farm Liability Insurance (if applicable)

Coverages shall apply on an occurrence basis.

The certificate(s) must reflect, by policy endorsement, that Calhoun County, Texas is an additional insured on all required policies.

Each certificate of liability insurance (Form ACORD 25 or equivalent) to be furnished by successful bidder's/vendor's insurance agent shall include, by endorsement to the policy, a statement that a notice shall be given to the Calhoun County Auditor by certified mail thirty (30) days prior to cancellation, material change, or non-renewal in coverage.

Calhoun County's receipt of or failure to object to any insurance certificates or policies submitted by the bidder/vendor does not release or diminish in any manner the liability or obligations of the bidder/vendor or constitute a waiver of any of the insurance requirements for the Bid, RFP, RFQ, and/or Contract.

Replacement certificate(s) of liability insurance (Form ACORD 25 or equivalent) evidencing continuation of such coverage and naming, by policy endorsement, Calhoun County as an additional insured, shall be furnished to the Calhoun County Auditor's office prior to the expiration of the current policies.

Should bidder/vendor at any time neglect, refuse to provide, or cancel the insurance required, Calhoun County shall have the right to terminate the Bid, RFP, RFQ, and/or Contract or pursue any remedy available by law.

The insurance coverage requirements in the Bid, RFP, RFQ, and/or contract will in no way be construed as limiting the scope of indemnification.

OSHA Requirements:

Bidder/vendor must meet all Federal and State OSHA requirements.

The bidder/vendor hereby guarantees to Calhoun County that all materials, supplies, equipment and/or services listed on the Bid, RFP, RFQ, Contract, Purchase Order or Invoice shall conform to the requirements, specifications and standards

promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970, as amended and in force at the date hereof.

Protest Procedures:

All protests and disputes will be held in Port Lavaca, Calhoun County, Texas.

Any actual or prospective bidder/vendor who believes they are aggrieved in connection with or pertaining to a Bid, RFP, RFQ, and/or Contract may file a protest. The protest must be delivered in writing to the Calhoun County Auditor's Office, in person or by certified mail return receipt requested prior to award. The written protest must include:

- Name, mailing address and business phone number of the protesting party;
- Appropriate identification of the Bid, RFP, RFQ, and/or Contract being protested;
- A precise statement of the reasons for the protest; and
- Any documentation or other evidence supporting the protest and any alleged claims.

The Calhoun County Auditor's Office will attempt to resolve the protest, including at the County Auditor's option, meeting with the protesting party. If the protest is successfully resolved by mutual agreement, written verification of the resolution, with specifics on each point addressed in the protest, will be forwarded to Calhoun County Commissioners Court.

If the Calhoun County Auditor's Office is not successful in resolving the protest, the protesting party may request in writing that the protest be considered by Calhoun County Commissioners Court. Applicable documentation and other information applying to the protest will be forwarded to Calhoun County Commissioners Court, who will promptly review such documentation and information.

If additional information is required, Calhoun County Commissioners Court will notify the protesting party to provide such information. The decision of Calhoun County Commissioners Court will be final.

Public Information Act:

All governmental information is presumed to be available to the public. Certain exceptions may apply to the disclosure of the information. Bidder/Vendor waives any obligation to the release to the public of any documents submitted in accordance with the Bid, RFP, RFQ, and/or Contract. Governmental bodies shall promptly release requested information that is not confidential by law, either constitutional, statutory, or by judicial decision, or information for which an exception to disclosure has not been sought.

CALHOUN COUNTY AUDITOR

To request information from Calhoun County, please contact:

Calhoun County Auditor
Calhoun County Courthouse Annex II
202 S Ann St, Suite B
Port Lavaca, TX 77979
Phone: 361-553-4610
Fax: 361-553-4614

[The Packet, Invitation for Bids, Request for Proposals and/or Request for Qualifications are posted on Calhoun County's website, www.calhouncotx.org, under Public Notices, Bid Notices and Results.](http://www.calhouncotx.org)

ATTACHMENT A

CALHOUN COUNTY, TEXAS GENERAL CONDITIONS

CERTIFICATE OF INTERESTED PARTIES FORM 1295

A business entity will generate Form 1295 online after notification of award and submit with their signed contract. Form 1295 must be filled out and submitted online, printed, complete #6, signed and returned with the Agreement, Contract, or Lease. *See Calhoun County, Texas – Policy of Compliance*

TO FILL OUT FORM 1295:

Go to: <https://www.ethics.state.tx.us/File>

1. If you have an account, log in and proceed with the process or if you do not have an account, follow the instructions to set up an account and then proceed with the process.
2. Submit and print a copy of the form which will contain a unique certification number and date submitted in the upper right hand box that is marked "Office Use Only".
3. The Respondent or an authorized agent of the Respondent must sign and date the printed copy of the form (making sure all of #6 is completed).
4. The completed Form 1295 must be included with your Agreement, Contract or Lease, when it is submitted to Calhoun County.

For help in filling out the form:

- #1 Name of Business Entity filing the form, and the City, State and Country of the Entity's place of business
- #2 Calhoun County, Texas
(Also, if applicable, insert name of County Department)
- #3
 - Contract number, if not given, can be the year or dates associated with the Agreement, Contract, Lease *or* if for a Bid, RFP, or RFQ, the Bid, RFP, RFQ number and dates the Bid, RFP, RFQ pertains to
 - Description is description of Agreement, Contract, Lease *or* name of Bid, RFP, RFQ

On #4 and #5, complete only the one that applies to you

#4 Fill in the correct information if this applies

OR

#5 Mark an X in the Box if this applies

#6 Fill in the correct information, submit and print

After printing, the respondent or an authorized agent of the respondent must sign and date (making sure all of #6 is completed)

When you print you should see a Certificate Number and Date in the upper right hand box that is marked "Office Use Only".

Calhoun County, Texas

POLICY OF COMPLIANCE

SECTION 2252.908 TEXAS GOVERNMENT CODE

Approved by Commissioners Court January 28, 2016

Amended by Commissioners Court January 31, 2018 and September 14, 2022

BACKGROUND

Section 2252.908 was added to the Government Code by the 84th Texas Legislature through the adoption of House Bill 1295. The law states that the County may not enter into a contract with a business entity unless a Certificate of Interested Parties (Form 1295) is provided to the county at the time the contract is considered for action by Commissioner's Court. The term "business entity" includes a sole proprietorship, partnership or corporation (whether for-profit or non-profit). The term "contract" includes amendment, extension or renewal of an existing contract. The law does not apply to a contract between the County and another governmental entity or state agency. The county is required to file Form 1295 with the state within 30 days of approving a contract with a business entity. Governmental transparency is the objective of the law.

Senate Bill 255 adopted by the 85th Legislature Regular Session amended the law effective for contracts entered into or amended on or after January 1, 2018. Additional exemptions from Form 1295 requirement were added for 1) a contract with a publicly traded business entity, including a wholly owned subsidiary of the business entity, 2) a contract with an electric utility as defined by Section 31.002 of the Utilities Code, or 3) a contract with a gas utility as defined by Section 121.001 of the Utilities Code. Notarization of Form 1295 has been replaced by an unsworn statement under penalty of perjury by an authorized representative of the business entity.

The Texas Ethics Commission promulgated rules to implement the law and established an online portal https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm. A business entity will generate Form 1295 online. Calhoun County will acknowledge online the receipt of Form 1295 after a contract is executed. Within seven business days, Form 1295 will be available for public viewing on the Commission's website.

COMPLAINCE

Calhoun County Commissioners Court will not consider for action any contract with a business entity unless it is accompanied by a completed, signed Form 1295 or a signed statement declaring the provision of the law under which the business entity is exempt.

No later than 30 days after Commissioner's Court approves a contract with a non-exempt business entity, the **County Clerk** will file acknowledgement of receipt of the Form 1295 with the Texas Ethics Commission.

BID SPECIFICATIONS
ANNUAL SUPPLY CONTRACT FOR
INMATE FOOD SERVICES
AT THE CALHOUN COUNTY ADULT DETENTION FACILITY
BID NUMBER 2026.05

Commissioners Court of Calhoun County, Texas is requesting SEALED BIDS for the Annual Supply Contract for Inmate Food Services at the Calhoun County Adult Detention Facility, located at 302 West Live Oak Street in Port Lavaca, Texas.

The Calhoun County Adult Detention Facility is hereinafter called "DETENTION FACILITY".

INVITATION TO BID PACKET

The complete Invitation to Bid Packet can be downloaded from the County's website, www.calhouncotx.org (under Public Notices, Bid Notices and Results, Bid Notices, 2026) or by contacting Demi Cabrera, Assistant Auditor, at demi.cabrera@calhouncotx.org or 361-553-4613.

The complete Invitation to Bid Packet must be used in preparing the bid. Calhoun County does not assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of the Invitation to Bid Packet.

SUBMISSION OF SEALED BIDS

SEALED BIDS (ONE ORIGINAL AND THREE COPIES) ARE DUE BEFORE 2:00:00 PM, Thursday, November 20, 2025, in the County Judge's Office, Calhoun County Courthouse, 211 South Ann Street, 3rd Floor, Suite 301, Port Lavaca, Texas.

ALL BIDS (one original and 3 copies) shall be delivered to the office of the Calhoun County Judge in a SEALED 9 x 12 or larger envelope and clearly marked on the outside of the envelope: BID NUMBER 2026.05 - ANNUAL SUPPLY CONTRACT FOR INMATE FOOD SERVICES AT THE CALHOUN COUNTY ADULT DETENTION FACILITY

If the SEALED BID is sent by Ups, FedEx, or other delivery service, the outside of this envelope must be clearly marked: BID NUMBER 2026.05 - ANNUAL SUPPLY CONTRACT AGREEMENT FOR INMATE FOOD SERVICES AT THE CALHOUN COUNTY ADULT DETENTION FACILITY

SEALED BIDS may be hand delivered or mailed to:

Honorable Vern L. Lyssy
Calhoun County Judge
Calhoun County Courthouse
211 South Ann Street
3rd Floor, Suite 301
Port Lavaca, Texas 77979

A late delivery with an early postmark will not suffice.

Calhoun County is not responsible for the delivery of your bid to the office of the County Judge or delivery to the wrong office. If you choose to send your bid by postal delivery, it is recommended that you call the County Judge's office at 361-553-4600 to verify receipt of your bid prior to the bid due date and time.

It is the responsibility of the submitting bidder to ensure that the sealed bid is received in a timely manner. Calhoun County does not accept faxed or emailed bids. Calhoun County accepts no financial responsibility for any cost incurred by any bidder in the course of responding to the bid. Bids received after the deadline will not be opened and will not be considered for award, regardless of whether or not the delay was outside of the control of the submitting bidder.

The cell phone in the County Judge's office or the cell phone of the County Auditor's Representative is the official clock that shall be used in determining the time the bid is received and the 2:00:00 PM deadline. No bids will be accepted after the deadline.

BID TERM

The bid shall be in effect for a period of one (1) year: January 1, 2026 through December 31, 2026 with the option to be extended yearly, if agreeable with both the successful vendor and Calhoun County. The request for the contract agreement extension from the successful vendor must be provided in writing to Calhoun County by October 1st of each year and the contract agreement extension must be approved by Commissioners Court prior to the end date of the preceding contract agreement.

The bid and contract agreement may be terminated by either party at any time for any reason upon giving sixty (60) days written notice to the other party of such termination. The successful bidder shall state therein the reasons for such cancellation.

BID INFORMATION

To submit a valid bid (one original and three copies of all required forms), read the entire Invitation to Bid Packet for all required forms that must be returned with your bid.

Calhoun County is always very conscious and extremely appreciative of the time and effort you have expended to submit a bid. If you will not be submitting a bid, we would appreciate you indicating on your "No Bid" response any requirements of this bid request which may have influenced your decision to "No Bid".

Calhoun County is not responsible for errors if the Bid Forms are handwritten. It is recommended that all information submitted by the bidder on the Bid Forms be typed. If handwritten, must be in ink and legible. White out is not acceptable.

The vendor may request the Invitation to Bid Form be emailed to them in the Excel Format. **If the vendor requests the Invitation to Bid Form be sent to them in the Excel Format, the vendor understands that the form and format shall not be changed in any way. The vendor shall not delete or add food or non-food items to the Invitation to Bid Form. The vendor understands that by changing the form and format in any way shall disqualify their bid.** The Excel Format may be requested only as a means to enter the required information. Requests for the Excel Format of the Invitation to Bid Form must be sent to Demi Cabrera, Assistant Auditor, at demi.cabrera@calhouncotx.org or by calling 361-553-4613. Bidder must request the Excel Format. The Excel Format will not be sent with the Invitation to Bid Packet; it must be requested from the County Auditor's office.

BID REQUIREMENTS

1. All charges, fees, delivery fees, or fuel surcharges must be included in the bid price unless listed separately on the Invitation to Bid Form.
2. All bid prices and charges, fees, delivery fees, or fuel surcharges, if any, shall be firm for the entire bid period and approved extensions, if any.
3. Once awarded, if an item(s) is substituted with a different brand or comparable (alternate, different pack size, quantity) item(s), the item(s) shall be the same awarded bid price or lower. The price of the substituted item(s) shall not be more than the awarded bid price for that item(s) taking into consideration the pack size and quantity. The price of the substituted item(s) may be lower than the awarded bid price.
4. Bids submitted in any other Invitation to Bid Form format shall not be considered. Any alterations to the Invitation to Bid Form shall disqualify the bid.
5. Bids submitted must be legible.
6. Deliveries will be made at specific times (at least twice a week) and in sufficient quantities to ensure that there will be sufficient food on hand at the DETENTION FACILITY to make and provide all meals.
7. Deliveries shall be made between Monday and Friday between the hours of 7:00 AM to 10:00 AM and 1:00 PM to 4:00 PM in order not to disrupt the DETENTION FACILITY'S kitchen in preparing meals.
8. Should an ordered item(s) not arrive as ordered, wrong item(s) is delivered, or item(s) is delivered damaged, the successful vendor will deliver the correct or substitute item(s) within 24 hours from the date the missing or damaged item(s) was supposed to be delivered. No extra charges, fees, delivery fee or fuel surcharge shall be billed to correct the error or damaged food and/or non-food items(s).
9. Should the successful bidder not be able to supply an item(s) to the DETENTION FACILITY, the DETENTION FACILITY may purchase the item(s) from another source without being in conflict with the awarded bid and contract agreement.
10. Liquid food and/or non-food items shall be delivered in plastic crates to prevent damages when stacked.
11. A sales representative from the successful vendor shall contact the DETENTION FACILITY'S Jail Administrator, Assistant Jail Administrator, their appointed representative, or kitchen officer at least monthly, in person, to discuss any issues or new food or non-food items offered. New food or non-food items shall be offered to the DETENTION FACILITY at the lowest possible cost or cost plus percentage as stated on the Invitation to Bid Form and successful bidder shall provide information to the DETENTION FACILITY on the calculation of this cost.
12. All food and non-food items on the Invitation to Bid Form are speculative and should not be considered as firm food and non-food items to be purchased during the term of the contract agreement.

13. Vendor shall provide food items that are needed for inmates with high blood pressure, diabetes or for religious reasons.
14. If vendor cannot supply a food or non-food item, mark "NA" on the Invitation to Bid Form in the price column next to that item or leave blank. If a vendor marks a food or non-food item "NA" or leaves the price column blank, the DETENTION FACILITY may purchase this food and/or non-food item(s) from another source without being in conflict with the awarded bid or contract agreement.
15. Equipment, services or other items available from the successful vendor but not listed on the Invitation to Bid Form shall be available free of charge, at a discounted price, cost, or cost plus the percentage stated on the Invitation to Bid Form on such non-food items and services used in the DETENTION FACILITY'S kitchen, such as dispensers for coffee, chemicals, etc.
16. Food and Non-Food items not listed on the Invitation to Bid Form shall be provided at Cost or Cost plus the Percentage stated on the Invitation to Bid Form and successful vendor shall provide information, if requested, to the DETENTION FACILITY on the calculation of this cost. The Calhoun County Auditor's Office and the Detention Facility may audit the Cost or Cost plus Percentage at any time and the successful bidder shall provide the documentation necessary for this audit at no additional charge.
17. Order processing shall be made available by in person, phone, fax and/or website.
18. All bids received will be considered final, no changes accepted.
19. Vendors are prohibited from offering, giving, selling, supplying, or conveying in any way or form, food, non-food items or services for personal use to any official, employee or agent of Calhoun County. Samples may be provided to the DETENTION FACILITY for use within the DETENTION FACILITY for evaluation purposes.
20. Vendor agrees to notify the Sheriff and Jail Administrator of any solicitations from any official, employee or agent of Calhoun County for services not officially associated with the DETENTION FACILITY operations.

GENERAL INFORMATION

Vendor must be able to furnish Bid Items under terms of these specifications and general conditions if vendor is awarded a Bid.

All vendors and the bid each vendor submits shall comply with all Federal, State, County and local laws governing or covering this type of service.

Vendor shall permit the DETENTION FACILITY, their representative and/or the County Auditor's office to read, review, audit, and copy all records pertaining to this bid at no additional charge.

The DETENTION FACILITY, their representative and/or the County's Auditor's office may audit the Cost plus Percentage at any time and the successful bidder shall provide the documentation necessary for this audit at no additional charge.

It is understood that Calhoun County reserves the right to waive technicalities, to reject any or all bids, including without limitation, the rights to reject any or all nonconforming, nonresponsive, unbalanced or conditional bids and to reject the bid of any vendor if the County believes that it would not be in the best interest of the DETENTION FACILITY, whether because the bid is not responsive or the vendor is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by Calhoun County. The award of the bid and contract agreement shall be made to the responsible vendor, whose bid is determined to be the most beneficial to Calhoun County and the DETENTION FACILITY, taking into consideration the relative importance of price and other factors the County deems necessary.

Calhoun County Commissioners Court shall be the sole judge in determining which bid shall be the most advantageous to Calhoun County and the DETENTION FACILITY.

Calhoun County may conduct such investigations as Calhoun County deems necessary to assist in the evaluation of any bid and to establish the responsibility, qualifications and financial ability of bidder.

A prospective vendor shall affirmatively demonstrate their responsibility. A prospective vendor shall meet the following requirements:

- Have adequate financial resources, or the ability to obtain such resources as required
- Be able to comply with the required or proposed delivery schedule
- Have a satisfactory record of performance
- Have a satisfactory record of integrity and ethics
- Be otherwise qualified and eligible to receive the award

Calhoun County may request representation and other information sufficient to determine bidder's ability to meet these requirements listed above.

If bids are awarded, award information will be emailed to all vendors that submitted a Bid regardless if the vendor was awarded a Bid or not. Calhoun County Commissioners Court and the County Auditor's office work diligently to get this information to the vendors as soon as possible.

Once a bid is awarded by Calhoun County Commissioners Court, the County Auditor's office will send the awarded vendor the following: (1) The Contract; (2) A request for Form 1295, Certificate of Interested Parties; and (3) A request for the insurance requirements, Certificate of Insurance. All documents must be returned and accepted by Calhoun County Commissioners Court before the award is complete, valid and in effect.

Should there be a change in ownership or management, the contract shall be cancelled unless a mutual agreement is reached with the new owner or manager to continue the contract with its present provisions and prices.

No person has the authority to verbally alter these specifications or any information within the Invitation to Bid Packet. Any changes will be made in writing (Addendum approved by Calhoun County Commissioners Court) and mailed and or emailed to each vendor that received a Bid packet.

The bid shall be governed and construed according to the laws of the State of Texas. All disputes or protests will be held in Calhoun County, Texas.

Invoices will be paid within sixty (60) days once the DETENTION FACILITY has been presented with an invoice and the invoice has been verified that said food and/or non-food items have been delivered and received. All Invoices must be billed to Calhoun County Adult Detention Facility. Calhoun County is by statute exempt from State, City and County Sales Tax and Federal Excise Taxes on food and non-food items provided for use by Calhoun County; therefore the bid shall not include these taxes. Calhoun County's Sales and Use Tax Exemption Certification form will be supplied upon request.

INSURANCE REQUIREMENTS

Before commencing work under the contract, the vendor must furnish, at their own expense, certificate of insurance or other acceptable evidence from a reputable insurance company or companies acceptable to Calhoun County, licensed to write insurance in the State of Texas showing the contractor (vendor) is covered by insurance within the minimum limits of liability listed in the General Conditions that are included in this Invitation to Bid Packet and shall remain in force until all work under the contract is completed. If for any reason insurance coverage is not kept in force, all deliveries must be stopped until an acceptable Certificate of Insurance is provided to the County. The County Auditor's office and the County Commissioners should be provided with 30 days advance notice of changes or termination of coverage. The County shall be covered as an additional insured and the certificate of insurance must also include a waiver of subrogation in favor of the County. The vendor shall be responsible for any deductions stated in the policy.

The vendor shall include all subcontractors as insured under its policies or shall furnish separate certificates of insurance and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements under this contract.

Nothing contained in the insurance requirements shall be construed as limiting the extent of the vendor's responsibility for payment of damages resulting from operations under this contract.

Any failure of the vendor to comply with the reporting provisions of the insurance policies shall not affect the coverage provided to the County. The insurance provided by the vendor shall be primary as respects to the County. Any insurance maintained by the County shall be excess of the vendor's insurance and shall not contribute to it.

REQUIRED FORMS

FORMS REQUIRED TO BE RETURNED WHEN SUBMITTING A BID

VENDOR MUST RETURN THE FOLLOWING FORMS:

If any Required Form is "Not Applicable", mark "NA" and include when submitting a Bid

- Invitation to Bid Form
- Vendor and Order Information Form
- Affidavit
- Conflict of Interest Questionnaire Form CIQ
- Certification Regarding Debarment & Suspension
- Certification Regarding Lobbying
- Disclosure of Lobbying Activities
- House Bill 89 Verification
- Residence Certification
- W9

**INVITATION TO BID FORM
FOR THE
ANNUAL SUPPLY CONTRACT FOR
INMATE FOOD SERVICES
AT THE CALHOUN COUNTY ADULT DETENTION FACILITY**

Bid Number 2026.05

January 1, 2026 through December 31, 2026

With the option to be extended yearly, if agreeable with both the successful bidder and Calhoun County

Vendors Name and Address

*Please type. If handwritten, must be in ink and legible. White out is not acceptable.

*Item or items not bidding: Mark "NA" under cost or Leave Blank

*SEE SPECIFICATIONS AND GENERAL CONDITIONS FOR COMPLETE REQUIREMENTS

*BE SURE TO COMPLETE, SIGN AND DATE THE LAST PAGE OF THE INVITATION TO BID FORM

PLEASE NOTE:

The vendor may request the Invitation to Bid Form be emailed to them in the Excel Format.

If the vendor request the Invitation to Bid Form be sent to them in Excel Format, the vendor understands that the form and format shall not be changed in any way.

The vendor shall not delete or add items to the Invitation to Bid Form.

THE VENDOR UNDERSTAND THAT BY CHANGING THE FORM AND/OR FORMAT OF THE INVITATION TO BID FORM IN ANY WAY SHALL DISQUALIFY THEIR BID.

The Excel Format may be requested only as a means to enter the required information.

Requests can be sent to Demi Cabrera, Assistant Auditor, at demis.cabrera@calhouncotx.org or by calling 361-553-4613.

Intentionally Left Blank

Item #	Pack / Size	Pack / Size if different from Listed	Brand	Description	Cost	ESTIMATE on How Often Used:
	88 ct - Bulk			Apples - Whole		Weekly
	1 / 40 lb			Apples Sliced Solid Pack Fresh		Weekly
	24 / 2 oz			Apple Slice Red		Weekly
	6 / #10			Apple Sauce Unsweet		Weekly
	6 / #10			Apple Sauce Sweet		Weekly
	1 / 300 ct			Bacon Precooked Thin		Weekly
	1 / 30 lb			Bacon Slab Sliced Raw		Weekly
	12 / 6 ct			Bagel Plain Sliced 2.3 oz		Weekly
	6 / 5 lb			Baking Powder		Quarterly
	24 / 1 lb			Baking Soda		Quarterly
	1 / 40 lb			Bananas green tip		Weekly
	2 / 7 lb			Base - Beef Granular		Quarterly
	2 / 9 lb			Base - Chicken Flavor Paste		Quarterly
	1 / 5 oz			Basil Ground		Quarterly
	1 / 5 oz			Basil Leaf		Quarterly
	1 / 1 lb			Bay Leaves		Quarterly
	6 / #10			Bean Baked Oven Prepared		Weekly
	6 / #10			Bean Chili Homestyle		Weekly
	6 / #10			Bean Chili Chuck Wagon Mex		Weekly
	1 / 20 lb			Bean Cut Green Bean - Frozen		Weekly
	6 / #10			Bean Cut Green Bean - Canned		Weekly
	1 / 20 lb			Bean Green Regular Cut		Weekly
	6 / #10			Bean Great Northern Fancy		Quarterly
	6 / #10			Bean Kidney Dark Red		Quarterly
	1 / 20 lb			Bean Baby Lima Bean - Dry		Quarterly
	1 / 20 lb			Bean Navy Pea Dry		Quarterly
	6 / #10			Bean Pinto Fancy		Weekly
	1 / 50 lb			Bean Pinto Triple Clean Dried		Weekly
	6 / #10			Bean Pork and Beans Fancy		Weekly
	6 / #10			Bean Ranch Style Fancy		Weekly
	6 / #10			Bean Refried		Weekly
	6 / #10			Bean Vegetarian Baked Beans		Weekly
	4 / 5 lb tub			Beef BBQ Beef Chopped with Sauce		Weekly
	5 / catch			Beef - Brisket Boneless 120 No Roll		Quarterly
	2 / 7 lb avg			Beef - Roast Top Round Cooked		Quarterly
	8 / 10 lb avg			Beef Ground Fine 73/27		Weekly

Item #	Pack/Size	Pack / Size if different from Listed	Brand	Description	Cost	ESTIMATE on How Often Used:
	40 / 4 oz			Beef - Patty 4/1 with Tvp		Weekly
	40 / 4 oz			Beef - Patty Breaded		Weekly
	90 / 3 oz			Beef - Patty Flame Broiled		Quarterly
	160 / 3 oz			Beef & Chicken Patty 3 oz Ckd		Weekly
	102 / 2.5 oz			Beef Patty Charbroiled pre-cooked		Quarterly
	54 / 3oz			Beef Salisbury Steak Cooked		Weekly
	3 / 24 lb avg			Beef Shoulder Clod		Quarterly
	40 / 4 oz			Beef Steak Fritter Natural 4/1 Raw		Weekly
	2 / 5 lb			Beef Stew Meat		Weekly
	5/6 lb			Beef Steak Finger .97 oz		Weekly
	160 / 1 oz			Beef Steak Finger Breaded Cooked 1 oz		Weekly
	240 / 1oz			Beef Steak Finger Breaded Cooked Wg		Weekly
	24 / 8 oz			Biscuits Buttermilk 10 ct		Monthly
	96 / 1.55 oz			Biscuits Dinner Rolls Thaw & Serve		Weekly
	216 / 2.2 oz			Biscuits Dough Southern Style		Weekly
	216 / 2.2 oz			Biscuit Dough Butter Flavored		Weekly
	72 / 3oz			Bagel Cinnamon Raisin Sliced		Weekly
	180 / 1 oz			Bread Roll Dinner Par-Baked		Weekly
	8 / 24 oz			Bread Sandwich Wheat Loaf		Weekly
	8 / 24 oz			Bread Sandwich White Loaf		Weekly
	6 / 12 doz			Bread Tortillas Corn		Weekly
	18 / 24ct			Bread Tortillas Flour		Weekly
	12 / 1 lb			Bologna Turkey Club		Weekly
	1 / 20 lb			Broccoli Cuts		Weekly
	12 / 49 oz			Broth Chicken		Quarterly
	2 / 20 ct			Bun Crustini Sandwich 4.5 in		Weekly
	6 / 8 ct			Bun Crustini Sandwich 4.5 in		Weekly
	2 / 20 ct			Bun Hamburger Wheat		Weekly
	6 / 8 ct			Bun Hamburger Wheat		Weekly
	2 / 20 ct			Bun Hamburger White		Weekly
	6 / 8 ct			Bun Hamburger White		Weekly
	6 / 12 ct			Bun Hot Dog		Weekly
	72 / 4 oz			Burrito Beef & Bean		Weekly
	64 / 4 oz			Burrito Beef & Bean Red Chili		Weekly
	1 / 50 lb			Cabbage Green		Monthly
	1 / 4.4 lb			Caldo		Quarterly
	6 / 5 lb			Cake Mix Chocolate		Monthly

Item #	Pack/Size	Pack / Size if different from Listed	Brand	Description	Cost	ESTIMATE on How Often Used:
	6 / 5 lb			Cake Mix Devils Food		Monthly
	6 / 5 lb			Cake Mix White		Monthly
	6 / 5 lb			Cake Mix Yellow		Monthly
	1 / 12 ct			Cantaloupe Fresh		Weekly
	1 / 50 lb sack			Carrots Jumbo		Weekly
	12 / 2 lb			Carrots Diced		Weekly
	6 / #10			Carrots Sliced Canned		Weekly
	1 / 20 lb			Carrots Smooth Sliced		Weekly
	6 / #10			Carrots Sliced Medium		Weekly
	1 / 15lb			Catfish Nugget Breaded 2-4oz		Weekly
	1 / 20 lb			Cauliflower LQF		Monthly
	1 / 40 lb			Celery Fresh		Weekly
	4 / 26 oz			Cereal Bulk Corn Flakes		Weekly
	4 / 32 oz			Cereal Bulk Crispy Rice		Weekly
	12 / 28 oz			Cereal Cream of Wheat		Weekly
	12 / 28 oz			Cereal Farina Enriched		Weekly
	4 /45 oz			Cereal Bulk Frosted Flakes		Weekly
	4 / 46 oz			Cereal Bulk Fruit Dyno Bites		Weekly
	4 / 50 oz			Cereal Bulk Granola Lowfat		Weekly
	4 / 39 oz			Cereal Bulk Honey Nut Cheerios		Weekly
	4 / 44 oz			Cereal Bulk Honey Nut Scooters		Weekly
	1 / 50 lb			Cereal Oats Rolled #5		Weekly
	6 / 36 oz			Cereal Bulk Raisin Bran		Weekly
	4 / 35 oz			Cereal Rice Tootie Fruitie		Weekly
	8 / 42 oz			Cereal Quick Oats Oatmeal		Weekly
	6 / 5 lb			Cheese American Melt Loaf		Monthly
	6 / 5 lb			Cheese Product American 120 Slices		Weekly
	4 / 5 lb			Cheese American 184 Slices		Weekly
	4 / 5 lb			Cheese Cheddar Shredded Imitation		Quarterly
	2 / 5 lb			Cheese Cheddar Jack Shredded		Weekly
	2 / 5 lb			Cheese Cheddar & Mont. Jack Shredded		Weekly
	2 / 5 lb			Cheese Cottage Cheese Sm Curd 4%		Weekly
	10 / 3 lb			Cheese Cream Cheese Loaf Grade A		Monthly
	100 / 1 oz			Cheese Cream Pc Cup		Monthly
	6 / 5 lb			Cheese Melting Loaf Yellow		Monthly
	4 / 5 lb			Cheese Mozzarella Reg Shredded		Monthly
	2 / 5 lb			Cheese Pimento Cheese Spread		Monthly
	6 / 29 oz			Cheese Powdered Cheese Mix		Weekly

Item #	Pack/Size	Pack / Size if different from Listed	Brand	Description	Cost	ESTIMATE on How Often Used:
	6 / 5 lb			Cheese Queso Melt		Weekly
	4 / 10 lb			Chicken Boneless Skinless Chicken Thighs - Plain		Weekly
	1 / 10 lb			Chicken Boneless Skinless Chicken Thighs - Flavored		Weekly
	4 / 5 lb			Chicken Breast BRD Slinger		Weekly
	2 / 5 lb			Chicken Breast Diced Grilled		Weekly
	60 / 3.1 oz			Chicken Breast Patty Breaded		Weekly
	52 / 3.07 oz			Chicken Breast Patty CNWG		Weekly
	2 / 5 lb			Chicken Breast Pulled Cooked		Weekly
	2 / 5 lb			Chicken Breast Fritter		Weekly
	160 / 3 oz			Chicken Patty Breaded Cooked		Weekly
	2 / 5 lb			Chicken Breaded Chicken Fritter		Weekly
	107 / 1.5 oz			Chicken Breakfast Patty		Quarterly
	2 / 5 lb			Chicken Diced All White Cooked		Weekly
	52 / 3 oz			Chicken Breast Fillet Fajita		Monthly
	1 / 10 lb			Chicken Fajitas Sliced Chicken Raw		Weekly
	2 / 5 lb			Chicken Fajita Strip Cooked		Monthly
	2 / 5 lb			Chicken Fajita Meat Lacocina		Monthly
	1 / 10 lb			Chicken Fajita Thigh Meat Frozen		Monthly
	4 / 10 lb			Chicken Leg Meat Bonless		Weekly
	2 / 5 lb			Chicken Meat Diced 1/2 in		Weekly
	1 / 20 lb			Chicken Nuggets Raw		Monthly
	4 / 10 lb			Chicken Thigh Meat Raw Frozen		Monthly
	4 / 5 lb			Chicken Thigh Diced - Raw		Monthly
	4 / 4 lb			Chili Frozen - With Beans		Weekly
	6 / 5 lb			Chili Frozen - Without Beans		Weekly
	6 / #10			Chili Canned - With Beans		Weekly
	6 / #10			Chili Canned - Without Beans		Weekly
	6 / #10			Chili Hot Dog Sauce w/meat		Monthly
	8 / 1 lb			Chip Frito Corn Bulk		Weekly
	10 / 16 oz			Chip Potato Kettle		Weekly
	6 / 16 oz			Chip Potato Regular Bulk		Weekly
	8 / 16 oz			Chip Potato Ridged Ruffled		Weekly
	6 / 2 lb			Chip Tortilla Yellow Round		Weekly
	3 / 50 ct			Chip Variety		Weekly
	1 / 5 lb			Cinnamon Ground		Monthly
	1 / 10 lb			Coconut Sweetened Coconut		Monthly
	12 / 2 lb			Coffee Traditional		Weekly

Item #	Pack/Size	Pack / Size if different from Listed	Brand	Description	Cost	ESTIMATE on How Often Used:
	12 / 2 lb			Coffee Can		Weekly
	42 / 1.25 oz			Coffee Todays Gourmet w/Filter		Weekly
	4 / 5 lb ct			Coleslaw Mix Shredded		Weekly
	1 / 10 lb			Cookie Chocolate Chip		Weekly
	1 / 10 lb			Cookie Oatmeal Homestyle		Weekly
	1 / 10 lb			Cookie Sugar Homestyle		Weekly
	1 / 5 lb			Cookie Vanilla Wafers		Weekly
	320 / 1 oz			Cookie Dough Chocolate Chip		Weekly
	320 / 1 oz			Cookie Dough Oatmeal Raisin		Weekly
	320 / 1 oz			Cookie Dough Sugar		Weekly
	6 / #10			Corn Cream Style		Monthly
	1 / 20 lb			Corn Cut		Weekly
	6 / 2 lb			Corn Corn Nuggets Sweet Battered		Weekly
	6 / #10			Corn Whole Kernel Fancy Canned		Weekly
	240 / .67 oz			Corn Dogs No Sticks		Weekly
	240 / .67 oz			Corn Dogs Turkey Mini - No Sticks		Weekly
	6 / 5 lb			Cornbread Mix Homestyle		Weekly
	6 / 3.5 lb			Cornbread Stuffing Mix		Monthly
	1 / 25 lb			Cornmeal		Quarterly
	200 / 2 pk			Crackers Graham Honey Mid - Individually Wrapped		Monthly
	12 / 16 oz			Crackers Saltine - Bulk		Weekly
	500 / 2 pk			Crackers Saltine - Individually Wrapped		Monthly
	300 / 2 pk			Crackers Cafe Club		Monthly
	24 / 12 oz			Creamer Non Dairy Canister		Weekly
	1 / 4.5 lb			Cumin Ground		Quarterly
	4 / 1 gal			Dressing Coleslaw		Quarterly
	200 / 12 gm			Dressing PC Italian Packets		Monthly
	4 / 1 gal			Dressing Lt Italian Dressing Gallon		Monthly
	4 / 1 gal			Dressing Ranch Buttermilk Gallon		Quarterly
	200 / 12 gm			Dressing PC Ranch Buttermilk		Weekly
	18 / 3.2 oz			Dressing Ranch Mix		Weekly
	60 / 1.5 oz			Dressing PC Thousand Island		Monthly
	4 / 1 gal			Dressing Honey Mustard		Monthly
	12 / 24 oz			Drink Mix Fruit Grape Powdered		Weekly
	12 / 24 oz			Drink Mix Strawberry Powdered		Weekly
	12 / 24 oz			Drink Mix Fruit Punch Powdered		Weekly

Item #	Pack/Size	Pack / Size if different from Listed	Brand	Description	Cost	ESTIMATE on How Often Used:
	12 / 24 oz			Drink Mix Pink Lemonade Powdered		Weekly
	12 / 24 oz			Drink Mix Peach Powdered		Weekly
	12 / 1.8 oz			Drink Mix Sugar Free Fruit Punch Powdered		Weekly
	12 / 2.2 oz			Drink Mix Sugar Free Pink Lemonade Powdered		Weekly
	12 / 18 oz			Drink Mix Orange		Weekly
	15 / 2 lb			Egg Mix Scrambled w/2% Milk		Weekly
	1 / 20 lb			Eggs Whole Liquid w/citric		Weekly
	2 / 20 lb			Egg Whole Liquid w/citric		Weekly
	200 / 1 oz			Egg Scrambled Patty Round		Weekly
	1 / 10 lb			Egg Hard Cooked Peeled		Weekly
	1 / 200 ct			Egg Fresh Shell Jumbo USDA		Weekly
	36 / 3 oz			Egg Roll Pork & Veg Roller Grl		Monthly
	80 / 2 oz			Egg Roll Vegetable		Monthly
	90 / 1.75 oz			Enchilada Cheese IQF		Weekly
	90 / 1.75 oz			Enchilada Chicken		Weekly
	1 / pt			Extract Vanilla Imitation		Quarterly
	1 / 15 lb			Fillet Swai Fillet 5-7 oz		Weekly
	1 / 10lb			Pollock Stick Brd 1 oz		Monthly
	1 / 10 lb			Fish Strip 1.5 oz Breaded		Weekly
	4 / 10 lb			Fish Pollock Fillet 4-6 oz		Weekly
	1 / 10 lb			Fish Pollock Rect Breaded Wg		Weekly
	1 / 10 lb			Fish Pollock Rect Brd wgc 3.6		Weekly
	1 / 10lb			Fish Tilapia Fillet 3-5 oz		Weekly
	1 / 10lb			Fish Tilapia Fillet lqf 5.5-6oz		Weekly
	1 / 50 lb			Flour All Purpose		Monthly
	80 / 2 oz			Franks All Meat 8/1		Monthly
	2 / 5 lb			Franks Turkey		Monthly
	6 / 5 lb			French Fries RC 3/8 IN		Weekly
	6 / 5 lb			French Fries CC 1/2 inch		Weekly
				French Toast Plain		Weekly
	5 / 2 lb			French Toast Stick		Weekly
	6 / #10			Fruit Cocktail X Lt Syrup		Weekly
	6 / #10			Fruit Mix Lt Syrup		Weekly
	1 / 7 lb			Garlic Granulated		Monthly
	24 / 3.14 oz			Gelatin Cup		Monthly

Item #	Pack/Size	Pack / Size if different from Listed	Brand	Description	Cost	ESTIMATE on How Often Used:
	12 / 24 oz			Gelatin Mix Mixed Assorted Citrus		Monthly
	12 / 24 oz			Gelatin Mix Lime		Monthly
	12 / 24 oz			Gelatin Red Variation		Monthly
	1 / 35 lb			Grapefruit Ruby Choice 40		Weekly
	6 / 13 oz			Gravy Mix Brown Country Style		Monthly
	6 / 14 oz			Gravy Mix Chicken		Monthly
	6 / 24 oz			Gravy Mix Peppered		Monthly
	6 / 11.3 oz			Gravy Mix Pork Roast		Monthly
	6 / 11.3 oz			Gravy Mix Turkey Roasted		Monthly
	12 / 24 oz			Grits		Weekly
	6 / 3 lb			Greens Mustard Greens		Weekly
	2 / 14 lb			Ham Boneless Pit Style		Weekly
	2 / 10-12 lb			Ham Buffet Style		Weekly
	6 / 5 lb			Ham Chopped		Quarterly
	4 / 3 lb			Ham Pre-Sliced		Quarterly
	2 / 13 lb			Ham Shaving Cooked 4 x 6 Deli		Weekly
	2 / 10-12 lb			Ham Shaving Smoked Boneless		Quarterly
	4 / 3 lb			Ham Sliced Smoked		Quarterly
	4 / 2 lb			Ham Sliced Smoked		Quarterly
	2 / 20 ct			Hamburger Buns		Weekly
	120 / 2.2 oz			Hash browns Golden Patty		Weekly
	6 / 3 lb			Hashbrowns Redi Shred		Weekly
	6 / 3 lb			Hashbrowns Lqf Shredded		Weekly
	1 / 30 lb			Honey Dew Melon US #1 8 ct		Weekly
	6 / 12 ct			Hot Dog Buns		Weekly
	2 / 5 lb			Hushpuppies Regular Round		Weekly
	4 / 5 lb			Hushpuppies Homestyle		Weekly
	1 / 12 lb			Icing Chocolate		Quarterly
	1 / 12 lb			Icing Vanilla		Quarterly
	200 / .5 oz			Jelly PC Assorted Cup		Monthly
	200 / .5 oz			Jelly PC Grape Cup		Weekly
	70 / 4 oz			Juice Apple 100% Carton Carton		Weekly
	70 / 4 oz			Juice Orange 100% Carton		Weekly

Item #	Pack/Size	Pack / Size if different from Listed	Brand	Description	Cost	ESTIMATE on How Often Used:
	1000 / 9 gr			Ketchup Individual Packets		Weekly
	6 / #10			Ketchup Standard		Weekly
	1 / case			Lettuce Iceberg		Weekly
	4 / 5 lb			Lettuce Shred 1/4 Inch		Weekly
	900 / 5 gr			Margarine PC Cup Spread		Monthly
	432 / 14 gr			Margarine pcks		
	30 / 1 lb			Margarine Solids Pure Veg		Monthly
	12 / 16 oz			Marshmallows Jet Puffed		Quarterly
	4 / 1 gal			Mayonnaise Heavy Duty Gallon		Monthly
	200 / 12 gm			Mayonnaise PC		Weekly
	1 / 30 lb			Melons Honey Dew US #1 8 ct		Weekly
	2 / 5 lb			Meatballs Beef & Chicken		Weekly
	320 / .5 oz			Meatballs Flame Broiled		Weekly
	320 / .5oz			Meatballs Italian		Weekly
	37 / 4.25 oz			Meatless Black Bean Burger		Quarterly
	48 / 4.25 oz			Meatless Black Bean Burger		Quarterly
	200 / .75 oz			Meatless Chicken Nugget		Quarterly
	2 / 5 lb			Meatless Chicken Tender		Quarterly
	4 / 2.5lb			Meatless Chorizo Crumble		Quarterly
	48 / 3.4 oz			Meatless Garden Burger Blk Bn		Quarterly
	48 / 3.4 oz			Meatless Garden Patty		Quarterly
	112 / 1.3 oz			Meatless Sausage Patty		Quarterly
	4 / 8 ct			Meatless Veggie Griller 5 oz		Quarterly
	76 / 3.15 oz			Meatloaf Patty Deluxe		Weekly
	4 / 15 oz			Meatloaf Pull Apart		Weekly
	14 / 15 oz			Meatloaf Pull Apart		Weekly
	24 / 14 oz			Milk Condensed Sweetened		Monthly
	24 / 12 oz			Milk Evaporated		Monthly
	1 / 25 lb			Milk Powdered Skimmed NF		Monthly
				Milk Powdered Homo Vitamin D		Monthly
	4 / 1 gal			Milk 2% Reduced Fat 1 Gallon		Weekly
	4 / 1 gal			Milk Homo Vitamin D 1 gallon		Weekly
	25 / 1/2 pt			Milk 1% Reduced Fat 1/2 pint cartons		Weekly
	25 / 1/2 pt			Milk 2% Reduced Fat 1/2 pint cartons		Weekly
	25 / 1/2 pt			Milk Homo Vitamin D 1/2 pint cartons		Weekly
	25 / 1/2 pt			Milk Skim Nonfat 1/2 Pint		Weekly

Item #	Pack/Size	Pack / Size if different from Listed	Brand	Description	Cost	ESTIMATE on How Often Used:
	4 / 1 gal			Mustard Prepared Gallon		Quarterly
	500 / 5.5 gr			Mustard PC Pouch		Weekly
	6 / 1 gal			Oil Butter Flavored		Monthly
	6 / 1 gal			Oil Pan & Grill Trans Fat Free		Monthly
	6 / 17 oz			Oil Pan Spray		Monthly
	1 / 35 lb			Oil Shortening Clear Fry		Monthly
	1 / 20 lb			Okra Cut 1/2 inch Grade A		Weekly
	1 / 20 lb			Okra Cut Heavily Breaded		Weekly
	6 / 2 lb			Okra Cut Breaded Southern Style		Weekly
	1 / 3 lb			Onion Dried Flakes Chopped		Monthly
	4 / 5 lb			Onion Sliced		Monthly
	1 / 50 lb			Onion Yellow Jumbo Sack		Monthly
	1 / 35 lb			Oranges Fresh		Weekly
	1 / 35 lb			Orange Choice		Weekly
	6 / #10			Oranges Mandarin Oranges Broken Lt		Weekly
	6 / #10			Oranges Mandarin Orange Whole Segments		Weekly
	1 / 12 oz			Oregano Ground		Quarterly
	144 / 1.2 oz			Pancake Original - Frozen		Weekly
	1 / 10 oz			Parsley Flakes		Quarterly
	2 / 5 lb			Pasta Egg Noodle Wide 1/2 Inch		Monthly
	2 / 10 lb			Pasta Elbow Macaroni		Monthly
	12 / 16 oz			Pasta Lasagna Ribbed		Monthly
	2 / 10 lb			Pasta Penne Rigate		Monthly
	2 / 10 lb			Pasta Spaghetti Thin 10 Inch		Monthly
	6 / #10			Peaches Sliced Extr Lt Syrup		Weekly
	6 / #10			Peaches Diced Extra Lt Syrup		Weekly
	6 / 5 lb			Peanut Butter Creamy		Weekly
	200 / 0.75 oz			Peanut Butter Pc		Weekly
	6 / #10			Pears Sliced Light Syrup		Weekly
	6 / #10			Peas Blackeyed		Weekly
	1 / 20 lb			Peas Peas & Diced Carrots Frozen		Weekly
	1 / 20 lb			Peas Green		Weekly
	6 / #10			Peas Sweet Mixed		Weekly
	1 / 18 oz			Pepper Black Gound Fine Pure		Monthly
	12 / 27 oz			Peppers Chili Diced Green		Monthly

Item #	Pack/Size	Pack / Size if different from Listed	Brand	Description	Cost	ESTIMATE on How Often Used:
	1/1 1/9 Bulk			Pepper Bell Green Chopper		Monthly
	6 / #10			Pepper Jalapeno Nacho Sliced		Quarterly
	1 / 7 lb			Pepper Lemon Seasoning		Quarterly
	4 / 1 gal			Pickles Dill Relish		Monthly
	4 / 1 gal			Pickles Dill Relish Premium		Monthly
	1 / 5 gal			Pickles Dill Sliced Hamburger		Monthly
	6 / 43 oz			Pie Pumpkin 10 Inch PreBaked		Quarterly
	6 / 81 oz			Pineapple Chunks in Extra Lt Syrup		Weekly
	6 / #10			Pineapple Sliced in Juice		Weekly
	6 / #10			Pineapple Tidbits in Juice		Weekly
	128 / 3.31 oz			Pizza Breakfast Turkey Sausage		Monthly
	96 / 4.48 oz			Pizza Pepperoni Whole Grain		Monthly
	36 / 8 oz			Popcorn Kit All In One		Monthly
	6 / 6-8 lb			Pork Loins Boneless		Monthly
	40 / 3.75 oz			Pork Patty Breaded Cooked		Monthly
	52 / 3.1 oz			Pork Patty Rib Shape Cooked		Monthly
	46 / 3.5 oz			Pork Rib Patty		Monthly
	80 / 3 oz			Pork Rib Patty w/BBQ Sauce		Monthly
	2 / 5 lb			Pork Tip for Taco Especial		Monthly
	6 / 2.5 lb			Potato Hashbrown Redi Shred		Weekly
	6 / #10			Potato Instant with milk		Weekly
	1 / 50 lb			Potato Idaho #2		Weekly
	1 / 50 lb			Potato Red #2		Weekly
	1 / 50 lb			Potato Russet 10 oz US #2		Weekly
	1 / 50 lb			Potato Russet 80 ct IDA		Weekly
	1 / 50 lb			Potato Russet 90 ct IDA		Weekly
	6 / #10			Potato Sweet Cut Fancy		Weekly
	8 / 5 lb			Potato Tater Bites Seasoned		Weekly
	6 / 5 lb			Potato Tater Tots		Weekly
	6 / #10			Potato White Diced		Weekly
	6 / #10			Pudding Banana		Weekly
	6 / #10			Pudding Chocolate		Weekly
	6 / 112 oz			Pudding Chocolate Rtu Pouch		Weekly
	24 / 3.625 oz			Pudding Chocolate Sugar Free		Weekly
	6 / #10			Pudding Lemon		Weekly
	6 / #10			Pudding Tapioca		Weekly
	6 / #10			Pudding Vanilla		Weekly
	6 / #10			Pudding Vanilla Sugar Free		Weekly

Item #	Pack/Size	Pack / Size if different from Listed	Brand	Description	Cost	ESTIMATE on How Often Used:
	6 / 112 oz			Pudding Vanilla Rtu Pouch		Weekly
	24 / 6 / 1 oz			Raisins Individual Packs		Weekly
	24 / 15 oz			Raisins Golden Seedless		Weekly
	6 / #10			Ravioli Beef RTU		Weekly
	1 / 50 lb			Rice Long Grain		Weekly
	1 / 50 lb			Rice Long Grain Parboiled 4% Broken		Weekly
	4 / 3 lb			Rice Vegetable Fried		Weekly
	4 / 5 lb			Salad Mix Lettuce in Bag		Weekly
	1 / 30 lb			Salad Potato Homestyle		Monthly
	384 / .5 oz			Salami All Meat Sliced		Weekly
	4 / 4.3 lb			Salisbury Steak w/ Mush GRV		Weekly
	1 / 25 lb			Salt Iodized Table		Quarterly
	4 / 1 gal			Sauce BBQ		Monthly
	6 / #10			Sauce Cheese		Weekly
	6 / #10			Sauce Cheese Nacho		Weekly
	24 / 14 oz			Sauce Cranberry Jellied		Quarterly
	4 / 1 Gal			Sauce Enchilado Mild RTU		Weekly
	6 / #10			Sauce Enchilada Mild RTU		Weekly
	4 / #10			Sauce Manwich Sloppy Joe		Weekly
	4 / 1 Gal			Sauce Picante Mild Gallon		Monthly
	6 / #10			Sauce Pizza		Weekly
	4 / 1 gal			Sauce Soy Sauce Gallon		Monthly
	6 / #10			Sauce Spaghetti RTU		Weekly
	200 / 9 gr			Sauce PC Taco		Weekly
	500 / 9 gr			Sauce PC Taco		Weekly
	200 / 7/16 oz			Sauce Tarter Creamy Packets		Weekly
	1 / 1 gal			Sauce Teriyaki		Monthly
	6 / #10			Sauce Tomato Fancy		Weekly
	4 / 1 gal			Sauce Worcestershire		Quarterly
	2 / 5 lb			Sausage Beef Breakfast Chorizo		Weekly
	107 / 1.5 oz			Sausage Chicken Patty Cooked		Weekly
	128 / 1.25 oz			Sausage Turkey Cooked		Weekly
	2 / 5 lb			Sausage Chorizo Pork Raw		Weekly
	2 / 5 lb			Sausage Ground Bulk Raw Mild		Weekly
	200 / .8 oz			Sausage Link Natural .8 oz Cooked		Weekly
	92 / 1 oz			Sausage Link Mild 1 oz Cooked		Weekly

Item #	Pack/Size	Pack / Size if different from Listed	Brand	Description	Cost	ESTIMATE on How Often Used:
	2 / 5 lb			Sausage Pork Topping Cooked		Weekly
	1 / 10 lb			Sausage Pork Beef Smoked Rope Cooked		Weekly
	154 / 1.25 oz			Sausage Patty Cooked		Weekly
	12 / 17 oz			Seasoning Creole		Quarterly
	154 / 1.25 oz			Sausage Patty Cooked		Weekly
	12 / 17 oz			Seasoning Creole		Quarterly
	1 / 8 lb			Seasoning Creole Original		Quarterly
	1 / 24 oz			Seasoning Mexican Rub Mix		Quarterly
	1 / 23 oz			Seasoning Montreal		Quarterly
	1 / 4.5 lb			Seasoning Salt Traditional		Monthly
	6 / 15 oz			Seasoning Sloppy Joe Mix		Weekly
	1 / 24 oz			Seasoning Taco		Quarterly
	1 / 35 lb			Shortening Clear Fry Liquid		Monthly
	12 / 50 oz			Soup Chicken Noodle		Monthly
	12 / 50 oz			Soup Cream of Chicken		Monthly
	12 / 50 oz			Soup Cream of Mushroom		Monthly
	12 / 50 oz			Soup Cream of Potato		Monthly
	12 / 50 oz			Soup - Tomato		Monthly
	12 / 50 oz			Soup - Vegetable		Monthly
	4 / 5 lb			Sour Cream Cultured		Monthly
	6 / #10			Spinach Chopped Fancy		Weekly
	400 / .88oz			Spring Roll Vegetable Mini		Quarterly
	200 / 1.76 oz			Spring Roll Vegetable 1.76oz		Quarterly
	Vol Fill			Squash Zucchini Med 18-25		Weekly
	24 / 1 lb			Starch Corn		Quarterly
	6 / 3.5 lb			Stuffing Mix Cornbread		Weekly
	12 / 2 lb			Sugar Brown light in Bag		Monthly
	1 / 50 lb			Sugar Pure Cane Extra Fine		Weekly
	1 / 50 lb			Sugar Pure Cane Granulated		Weekly
	12 / 2 lb			Sugar Powdered White		Quarterly
	100 / 1 oz			Syrup PC Pouch-1.5 oz cup		Weekly
	100 / 1 oz			Syrup PC Pouch-Cup Sugar Free 1 oz		Monthly
	120 / 1.5 oz			Tamale Beef in Husk 1.5 oz		Monthly
	341 / 0.75 oz			Taquito Shredded Beef		Weekly
	96 / 1 oz			Tea Bags 1 oz		Weekly
	96 / 1 oz			Tea Iced Filter Pouch 1 Gal		Weekly
	1 / 25 lb			Tomato Bulk Café		Weekly

Item #	Pack/Size	Pack / Size if different from Listed	Brand	Description	Cost	ESTIMATE on How Often Used:
	6 / #10			Tomato Diced in Juice		Weekly
	12 / 28 oz			Tomato Diced With Green Chilies		Monthly
	1 / 25 lb			Tomato Roma #2		Weekly
	6 / #10			Topping Chocolate Fudge		Monthly
	12 / 1 lb			Topping Whip Mix Add Water		Quarterly
	6 / 66.5 oz			Tuna Chunk Light in Water		Monthly
	12 / 1 lb			Turkey Breast Lunchmeat Combo		Weekly
	2 / 8-9 lb			Turkey Breast Oven Roasted		Monthly
	2 / 9.9.5 lb c			Turkey Breast Smoked Skinless		Monthly
	1 / 10 lb			Turkey Burger Homestyle		Monthly
	30 / 5.33 oz			Turkey Burger Mediterranean		Monthly
	2 / 10lb			Turkey Ground Bulk Chub		Weekly
	4 / 10 lb			Turkey Ground Tubes 80/20		Weekly
	2 / 5 lb			Turkey Diced White		Weekly
	2 / 7-8 lb			Turkey Ham Buffet Deluxe		Weekly
	12 / 1 lb			Turkey Lunchmeat Combo		Weekly
	5 / 5 lb			Turkey Medallion Roasted		Monthly
	2 / 5 lb			Turkey Ham - Diced Cured		Weekly
	128 / 1.25 oz			Turkey Sausage Patty Cooked		Weekly
	6 / 2 lb			Turkey Sliced Smoked .70		Weekly
	1 / 40 lb			Turkey Thighs Bnls Skinless		Monthly
	6 / #10			Vegetables - Mixed Fancy		Weekly
	1 / 20 lb			Vegetables - Blend Peas & Carrots		Weekly
	6 / #10			Vegetables For Stew Fancy Chunky		Monthly
	12 / 2 lb			Vegetables - Blend Stir Fry		Monthly
	1 / 20 lb			Vegetable Blend California		Monthly
	1 / 20 lb			Vegetable Blend Capri Mix		Monthly
	1 / 20 lb			Vegetable Blend Oriental Mix		Monthly
	12 / 2 lb			Vegetable Blend Scandinavian		Monthly
	1 / 20 lb			Vegetable Blend Winter Mix		Monthly
	1 / 20 lb			Vegetables - Mixed 5 Way		Weekly
	12 / 12 ct			Waffles		Weekly
	6 / #10			Yams - Cut		Monthly
	20 / 1 lb			Yeast Saf Instant Red Label		Quarterly
	1/8 lb			Yogurt Greek Plain		Weekly

Item #	Pack/Size	Pack / Size if different from Listed	Brand	Description	Cost	ESTIMATE on How Often Used:
	6 / 32 oz			Yogurt Plain Original Lowfat		Weekly
	4 / 6lb			Yogurt Vanilla Dannon Pro		Weekly
	6 / 32 oz			Yogurt Vanilla Low Fat		Weekly
	48 / 4 oz			Yogurt Variety Pack Light		Weekly
	48 / 4 oz			Yogurt Variety Pack		Weekly
	48 / 4 oz			Yogurt Variety Rasp/Peach Orig		Weekly

				NON FOOD ITEMS:		
	10 / 100 ct			Apron, Plastic Full Length Med Wt 24x42		Quarterly
	1 / 100 ct			Apron, Plastic White Disposable		Quarterly
	1 / 500 ct			Bag Ice 10 lb Draw String		
	1 / 2000 ct			Bag Sandwich w/Flip Top		Quarterly
	1 / 500 ct			Bag Sandwich Reclosable 6.5x6		Quarterly
	1 / 500 ct			Bag Zip Seal Quart		Quarterly
	1 / 200 ct			Bag Freezer Reclosable 1 Gallon		Quarterly
	1 / 250 ct			Bag Reclosable Zip 1 Gallon		Quarterly
	1 / 100 ct			Bag Freezer Reclosable Zip 2 Gallon		Quarterly
	1 / 500 ct			Bag - White Paper Bag		
	128 / 2 oz			Cleaner Floor Degreaser		Quarterly
	64 / 2 oz			Coffee Filter Packs		Monthly
	2 / 100 ct			Container Foam Hngd 3-c White		Quarterly
	40 / 25 ct			Cup, Foam 12 oz		Monthly
	40 / 25 ct			Cup, Foam 16 oz		Monthly
	10 / 100 ct			Cup Lids for 12 oz		Monthly
	10 / 100 ct			Cup Lids 12L Trans Slotted		Monthly
	10 / 100 ct			Cup Lids for 16 oz		Monthly
	10 / 100 ct			Cup Lids for 16L Trans Slotted		Monthly
	2 / 1 gal			Detergent Paramount Heavy Duty		Weekly
	1 / 5 gal			Detergent Speed Clean		Weekly
	1 / 5 gal			Detergent Dishwasher		Weekly
	1 / roll			Film 18 x 1000 Clear Wrap		Monthly
	1 / roll			Foil 18 By 1000		

Item #	Pack/Size	Pack / Size if different from Listed	Brand	Description	Cost	ESTIMATE on How Often Used:
	1 / roll			Foil 24 x 500 #633 EX H		Monthly
	4 / 10 ct			Grill Cleaning Pad		Weekly
	10 / 100 ct			Gloves Clear Plastic Large		Weekly
	10 / 100 ct			Gloves Vinyl Powder Free Large		Weekly
	10 / 100 ct			Gloves Vinyl Powder Free Xlarge		Weekly
	1 / 144 ct			Hairnet Dark Brown Light Weight		Weekly
	1 / roll			Label 100% Dissolvable		Weekly
	1 / 250 ct			Label 2 x 3 Dissolvable Use By		Weekly
	1 / 1000 ct			Liner Pan Lift Off Grease		Monthly
	1 / 250 ct			Meal Kit (K F S Napkin) MW W		Quarterly
	1 ea			Mitt - Oven Mitt Black 17		
	1 / roll			Plastic Wrap		Monthly
	1 / 5 gal			Rinse Aid Fast Dry		Weekly
	6 / 1 qt			Sanitizer Redi San Rtu		Weekly
	4 / 500 ct			Straws 7.75 Jumbo Clear Wrap		Monthly

Food and Non-Food Items not listed on this invitation to Bid Form shall be provided at: Cost Plus _____ %
Vendor understands that Calhoun County or their representative may audit the Cost Plus Percentage at any time and the documentation necessary for this audit will be provided at no additional charge to Calhoun County or their representative.

Other charges, fees, delivery fee and or fuel surcharge must be listed here.

\$ _____ **Charge:** _____ **per invoice**
Amount or NA Type of charge

\$ _____ **Fee:** _____ **per invoice**
Amount or NA Type of fee

\$ _____ **Delivery Fee per invoice**
Amount or NA

\$ _____ **Fuel Surcharge per invoice**
Amount or NA

Be sure to read, complete, sign and date next page

The undersigned affirms that they are duly authorized to execute this bid and that this company corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by their employees or agents to any official, employee or agent of Calhoun County or any other person engaged in this type of business prior to the official bid opening of this bid.

The undersigned affirms that they have not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to any official, employee or agent of Calhoun County in connection with this bid.

The undersigned affirms that they have read the Invitation to Bid Packet and fully understands and has followed all requirements.

FAILURE TO SIGN BELOW SHALL DISQUALIFY THE BID

Date: _____

Authorized Signature & Title: _____

Print Name & Title of Authorized Signature: _____

Phone Number: _____

Email: _____

Intentionally Left Blank

VENDOR INFORMATION

Please Type.

If handwritten, must be in ink and legible

Vendor's Name: _____

Address: _____

Remittance Address: _____

Telephone: _____

Fax: _____

Email: _____

Signature of Authorized Representative: _____

Printed name of Authorized Rep: _____

ORDER – CONTACT INFORMATION

Order Contact Name & Title: _____

Order Contact Telephone: _____

Order Contact Fax: _____

Order Contact Email: _____

INVOICES – CONTACT INFORMATION

For Invoice Inquiries:

Contact Name & Title: _____

Contact Telephone: _____

Contact Fax: _____

Contact Email: _____

STATE OF TEXAS

}

AFFIDAVIT

COUNTY OF _____ }

_____ being first duly sworn, deposes and says: that he or she is
(Type or Print Name)
the _____ of _____, having its
(Type or Print Title) (Type or Print Name of Company/Firm)
principal address at _____
(Type or Print Physical and Mailing Address)

who submits herewith to Calhoun County the attached bid/proposal; that he or she is the person whose name is signed to the attached bid/proposal; that said bid/proposal is genuine; that the same is not sham or collusive; that all statements of fact herein are true; and that such bid/proposal was not made in the interest or behalf of any person, partnership, company, association, organization or corporation not herein named or disclosed.

Affiant further deposes and says: that the bidder/proposer has not directly or indirectly by agreement, communication or conference with anyone, attempted to induce action prejudicial to the interests of Calhoun County, or of any other bidder/proposer, or anyone else interested in the bid/proposal contract; and that the bidder/proposer has not in any manner sought by collusion to secure for himself/herself/itself/themselves an advantage over any other bidder/proposer.

Affiant further deposes and says: that prior to the public opening and reading of bids/proposals, said bidder/proposer:

- a) did not, directly or indirectly, induce or solicit anyone else to submit a false or sham bid/proposal;
- b) did not, directly or indirectly, collude, conspire, connive or agree with anyone else that said bidder/proposer or anyone else would submit a false or sham bid/proposal, or that anyone should refrain from submitting a bid/proposal or withdraw their bid/proposal;
- c) did not, in any manner, directly or indirectly, seek by agreement, communication or conference with anyone to raise or fix the bid price/proposal of said bidder/proposer or of anyone else, or to raise or fix any overhead, profit or cost element of their price/fee or of that of anyone else;
- d) did not give, offer to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to any official, employee or agent of Calhoun County in connection with the submitted bid/proposal; and
- e) did not, directly or indirectly, submit their bid/proposal price or any breakdown thereof, or the contents thereof, or divulge information or data relative hereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent, thereof, to any individual or group of individuals, or to any official, employee or agent of Calhoun County prior to the official opening of this bid/proposal.

Affiant further deposes and says: that the bid price(s) or proposed fees contained in this bid/proposal have been carefully checked and is submitted as true and correct, agrees to furnish any and/or all items/services upon which bid prices or proposed fees are awarded and upon the conditions and requirements contained in the bid/proposal.

Signature of Affiant

Printed Name and Title of Affiant

SWORN TO AND SUBSCRIBED BEFORE ME by the above Affiant, who, on oath, states that the facts contained in the above are true and correct, this _____ day of _____, 20____.

Signature of Notary Public

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.

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

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

DEBARMENT & SUSPENSION

Executive Order 12549--Debarment and Suspension

Source: The provisions of Executive Order 12549 of Feb. 18, 1986, appear at 51 FR 6370, 3 CFR, 1986 Comp., p. 189, unless otherwise noted.

By the authority vested in me as President by the Constitution and laws of the United States of America, and in order to curb fraud, waste, and abuse in Federal programs, increase agency accountability, and ensure consistency among agency regulations concerning debarment and suspension of participants in Federal programs, it is hereby ordered that:

Section 1. (a) To the extent permitted by law and subject to the limitations in Section 1(c), Executive departments and agencies shall participate in a system for debarment and suspension from programs and activities involving Federal financial and nonfinancial assistance and benefits. Debarment or suspension of a participant in a program by one agency shall have government-wide effect.

(b) Activities covered by this Order include but are not limited to: grants, cooperative agreements, contracts of assistance, loans, and loan guarantees.

(c) This Order does not cover procurement programs and activities, direct Federal statutory entitlements or mandatory awards, direct awards to foreign governments or public international organizations, benefits to an individual as a personal entitlement, or Federal employment.

Sec. 2. To the extent permitted by law, Executive departments and agencies shall:

(a) Follow government-wide criteria and government-wide minimum due process procedures when they act to debar or suspend participants in affected programs.

(b) Send to the agency designated pursuant to Section 5 identifying information concerning debarred and suspended participants in affected programs, participants who have agreed to exclusion from participation, and participants declared ineligible under applicable law, including Executive Orders. This information shall be included in the list to be maintained pursuant to Section 5.

(c) Not allow a party to participate in any affected program if any Executive department or agency has debarred, suspended, or otherwise excluded (to the extent specified in the exclusion agreement) that party from participation in an affected program. An agency may grant an exception permitting a debarred, suspended, or excluded party to participate in a particular transaction upon a written determination by the agency head or authorized designee stating the reason(s) for deviating from this Presidential policy. However, I intend that exceptions to this policy should be granted only infrequently.

Sec. 3. Executive departments and agencies shall issue regulations governing their implementation of this Order that shall be consistent with the guidelines issued under Section 6. Proposed regulations shall be submitted to the Office of Management and Budget for review within four months of the date of the guidelines issued under Section 6. The Director of the Office of Management and Budget may return for reconsideration proposed regulations that the Director believes are inconsistent with the guidelines. Final regulations shall be published within twelve months of the date of the guidelines.

Sec. 4. There is hereby constituted the Interagency Committee on Debarment and Suspension, which shall monitor implementation of this Order. The Committee shall consist of representatives of agencies designated by the Director of the Office of Management and Budget.

Sec. 5. The Director of the Office of Management and Budget shall designate a Federal agency to perform the following functions: maintain a current list of all individuals and organizations excluded from program participation under this Order, periodically distribute the list to Federal agencies, and study the feasibility of automating the list; coordinate with the lead agency responsible for government-wide debarment and suspension of contractors; chair the Interagency Committee established by Section 4; and report periodically to the Director on implementation of this Order, with the first report due within two years of the date of the Order.

Sec. 6. The Director of the Office of Management and Budget is authorized to issue guidelines to Executive departments and agencies that govern which programs and activities are covered by this Order, prescribe government-wide criteria and government-wide minimum due process procedures, and set forth other related details for the effective administration of the guidelines.

Sec. 7. The Director of the Office of Management and Budget shall report to the President within three years of the date of this Order on Federal agency compliance with the Order, including the number of exceptions made under Section 2(c), and shall make recommendations as are appropriate further to curb fraud, waste, and abuse.

Implementation in the SRF Programs

A company or individual who is debarred or suspended cannot participate in primary and lower-tiered covered transactions. These transactions include SRF loans and contracts and subcontracts awarded with SRF loan funds.

Under 40 C.F.R. 32.510, the SRF agency must submit a certification stating that it shall not knowingly enter into any transaction with a person who is proposed for debarment, suspended, declared ineligible, or voluntarily excluded from participation in the SRF program. This certification is reviewed by the EPA regional office before the capitalization grant is awarded.

A recipient of SRF assistance directly made available by capitalization grants must provide a certification that it will not knowingly enter into a contract with anyone who is ineligible under the regulations to participate in the project. Contractors on the project have to provide a similar certification prior to the award of a contract and subcontractors on the project have to provide the general contractor with the certification prior to the award of any subcontract.

In addition to actions taken under 40 C.F.R. Part 32, there are a wide range of other sanctions that can render a party ineligible to participate in the SRF program. Lists of debarred, suspended and otherwise ineligible parties are maintained by the General Services Administration and should be checked by the SRF agency and all recipients of funds directly made available by capitalization grants to ensure the accuracy of certifications.

Additional References

C 40 C.F.R. Part 32: EPA Regulations on Debarment and Suspension.

CERTIFICATION REGARDING DEBARMENT & SUSPENSION AND OTHER RESPONSIBILITY MATTERS

In accordance with the Executive Order 12549, the prospective primary participant certifies to the best of his / her knowledge and belief, that its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
- b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offence 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 governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification.
- d. Have not within a three-year period preceding this application / proposal had one or more public transactions (federal, state, or local) terminated for cause of default.
- e. Acknowledge that all sub-contractors selected for this project must be in compliance with paragraphs (1) (a – d) of this certification.

Name and Title of Authorized Agent

Date

Signature of Authorized Agent

_____ I am unable to certify to the above statements. My explanation is attached.

Certification Regarding Lobbying

(To be submitted with each bid or offer exceeding \$100,000)

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

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(c) The undersigned shall require that the language paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995).

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Printed Name and Title of Contractor's Authorized Official

Date

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether sub awardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the sub awardee, e.g., the first sub awardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Sub awardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503 Approved by OMB 0348-0046

Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)

1. Type of Federal Action: a. contract _____ b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Action: a. bid/offer/application _____ b. initial award c. post-award	3. Report Type: a. initial filing _____ b. material change For material change only: Year _____ quarter _____ Date of last report _____
4. Name and Address of Reporting Entity: _____ Prime _____ Subawardee Tier _____, if Known: Congressional District, if known:	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known:	
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable: _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$	
10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI):	b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____	
Federal Use Only	Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)	

HOUSE BILL 89 VERIFICATION FORM

Certification Required by Texas Government Code Section 2270.001

The 85th Texas Legislature approved new legislation, effective September 1, 2017, which amends Texas Local Government Code Section 1, Subtitle F, Title 10, Government Code by adding Chapter 2270 which states that a government entity may not enter into a contract (which includes contracts formed through purchase orders) with a company for goods or services unless the contract contains a written verification from the company that it:

- 1) Does not boycott Israel; and
- 2) Will not boycott Israel during the term of the contract

Pursuant to Section 2270.001, Texas Government Code:

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

I, (authorized official) _____, do hereby verify the truthfulness and accuracy of the contents of the statements submitted on this certification under the provisions of Subtitle F, Title 10, Government Code Chapter 2270 and that the company named below:

- 1) Does not boycott Israel currently;
- 2) Will not boycott Israel during the term of the contract; and
- 3) Is not currently listed on the State of Texas Comptroller's Companies that Boycott Israel List located at <https://comptroller.texas.gov/purchasing/publications/divestment.php>

Company Name

Signature of Authorized Official

Printed Name of Authorized Official

Title of Authorized Official

Date

RESIDENCE CERTIFICATION

Pursuant to Texas Government Code §2252.001 *et seq.*, as amended, Calhoun County requests Residence Certification. §2252.001 *et seq.* of the Government Code provides some restrictions on the awarding of governmental contract; pertinent provisions of §2252.001 are stated below:

Sec. 2252.001 (3) "Nonresident bidder" refers to a person who is not a resident.

(4) "Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

☐ I certify that _____ is a "Nonresident Bidder" of Texas
(Company Name)
as defined in Government Code §2252.001 and our principal place of business is
_____.
(City and State)

☐ I certify that _____ is a "Resident Bidder" of Texas as
(Company Name)
defined in Government Code §2252.001.

Signature of Authorized Agent

Printed Name and Title of Authorized Agent

Date

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

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

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor or single-member LLC ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ Note: 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 not 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. ☐ Other (see instructions) ► _____	4 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) _____ (Applies to accounts maintained outside the U.S.)
	5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional) CALHOUN COUNTY 202 S ANN ST, PORT LAVACA TX 77979 361-553-4610 FAX: 361-553-4614
	6 City, state, and ZIP code	
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on 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 *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number											
				-				-			
or											
Employer identification number											
				-							

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here

Signature of
U.S. person ►

Date ►

General Instructions

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

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

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.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

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.

**CONTRACT AGREEMENT FOR THE
ANNUAL SUPPLY CONTRACT FOR
INMATE FOOD SERVICES
AT THE CALHOUN COUNTY ADULT DETENTION FACILITY**

STATE OF TEXAS

COUNTY OF CALHOUN

This contract agreement is by and between CALHOUN COUNTY acting through their ADULT DETENTION FACILITY (hereinafter called the “DETENTION FACILITY”) and _____ (hereinafter called “PROVIDER”) and is for the furnishing of food and non-food items to the DETENTION FACILITY.

The effective date of this contract agreement is January 1, 2026 and is for a period of one year from that date. This contract agreement will end at 11:59 PM on December 31, 2026. This contract agreement has the option to be extended yearly, if agreeable with both the DETENTION FACILITY and the PROVIDER and approved by Calhoun County Commissioners Court. The request for the contract agreement extension from the PROVIDER must be provided in writing to the DETENTION FACILITY by October 1st of each year and the contract agreement extension must be approved by Commissioners Court prior to the end date of the preceding contract agreement.

The food and non-food items to be provided are set out in the attached Invitation to Bid Form and said prices, plus any charges, fees, delivery fee and/or fuel surcharge, if any were awarded, will be honored for the one year period and approved extensions, if any.

If a food or non-food item(s) is substituted with a different brand or comparable (alternate, different pack size, quantity) item(s), the item(s) shall be billed at the awarded bid price or lower. The price of the substituted item(s) shall not be more than the awarded bid price for that item(s) taking into consideration the pack size and quantity. The price of the substituted item(s) may be lower than the awarded bid price.

Any food or non-food items ordered not on the attached Invitation to Bid Form shall be provided at **Cost plus _____ %**. The DETENTION FACILITY, their representative and/or the County

Auditor's office may audit the cost plus percentage at any time and the PROVIDER will provide the DETENTION FACILITY, their representative and/or the County Auditor's office with the paper and/or electronic documentation necessary for this audit at no additional charge.

DETENTION FACILITY agrees to pay for said food and/or non-food items within sixty (60) days once the DETENTION FACILITY has been presented with an invoice and verification that said food and/or non-food items have been delivered and received.

PROVIDER will use its best efforts to provide quality food items and good and healthy food but makes no warranties express or implied about their fitness for use.

PROVIDER will provide food items that are needed for inmates with high blood pressure, diabetics or for religious reasons.

PROVIDER will offer equipment, services or other items not listed on the Invitation to Bid Form to the DETENTION FACILITY free of charge, at discounted prices, cost or cost plus percentage. Other items and equipment may include dispensers for coffee, chemicals and other items used in the DETENTION FACILITY'S kitchen.

Deliveries will be made at specific times (at least twice a week) and in sufficient quantities to ensure that there will be sufficient food on hand at the DETENTION FACILITY to make and provide all meals.

Deliveries will be made between Monday and Friday between the hours of 7:00 AM to 10:00 AM and 1:00 PM to 4 PM in order not to disrupt the DETENTION FACILITY'S kitchen in preparing meals.

Should an ordered item(s) not arrive as ordered, wrong item(s) is delivered, or item(s) is delivered damaged, PROVIDER will deliver the correct or substitute item(s) within 24 hours from the date the missing or damaged item(s) was supposed to be delivered. No extra charges, fees, delivery fee and/or fuel surcharge will be allowed to be billed to correct the error or damaged item(s).

Should the PROVIDER not be able to supply an item(s) to the DETENTION FACILITY, the DETENTION FACILITY may purchase the item(s) from another source without being in conflict with the awarded bid and this contract agreement.

Liquid items will be delivered in plastic crates to prevent damages when stacked.

A sales representative from the PROVIDER shall contact the DETENTION FACILITY'S Jail Administrator, Jail Administrator's appointed representative and/or Jail Kitchen Officer at least monthly, in person, to discuss any issues or new food or non-food items offered. New food or non-food items shall be offered to the DETENTION FACILITY at the lowest possible cost or cost plus the percentage listed on the Invitation to Bid Form and awarded by Commissioners Court and PROVIDER shall provide information to the DETENTION FACILITY on the calculation of this cost and shall be subject to audit by the DETENTION FACILITY, their representative and/or the County Auditor's office at no additional charge.

All food and non-food items listed on the Invitation to Bid Form are speculative items and should not be considered as firm items to be purchased during the term of this contract agreement or approved extensions, if any.

Order processing shall be made available by in person, phone, fax and / or website.

By acceptance of this contract agreement PROVIDER agrees to notify the DETENTION FACILITY'S Jail Administrator and the Calhoun County Sheriff of any solicitations from employees of Calhoun County for services not officially associated with the DETENTION FACILITY'S operations.

PROVIDER is prohibited from offering, giving, selling, supplying, or conveying in any way or form, food or non-food items for personal use to employees of Calhoun County. Samples may be provided to the DETENTION FACILITY for use within the facility for evaluation purposes.

Intentionally Left Blank

This Contract Agreement documents shall include the following documents, and this Contract Agreement does hereby expressly incorporate same herein as if fully set forth verbatim in this Contract Agreement:

1. This Contract Agreement
2. Invitation to Bid Form
3. Bid Specifications
4. General Conditions – Calhoun County, Texas

All disputes or protests will be held in Calhoun County, Texas.

IN WITNESS WHEREOF, the undersigned have executed this contract agreement to be effective as of January 1, 2026.

SIGNED AND ACCEPTED this the _____ day of _____, 2025.

*Intentionally Left Blank
Acknowledgements on Next Page*

DETENTION FACILITY:

Calhoun County, Texas
Calhoun County Adult Detention Facility

ATTEST:

Calhoun County Clerk
Anna Goodman

By: _____

Vern L. Lyssy
Calhoun County Judge
Calhoun County Courthouse
211 South Ann Street
3rd Floor, Suite 301
Port Lavaca, TX 77979

By: _____

Print Name: _____

Title: _____

PROVIDER:

Print Name of Provider

By: _____

Print Name: _____

Title: _____

Address: _____

Date