

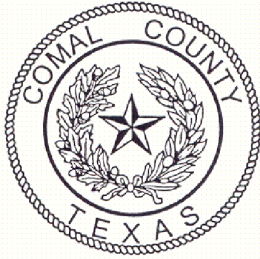


Bid Documents for

**FOOD SERVICE FOR THE COMAL COUNTY
JAIL FACILITY**

Comal County, Texas

BID # 2011-133



Comal County Purchasing

1297 Church Hill Drive
New Braunfels, TX 78130
(830) 643-5850

Ramona Womack, Director of Purchasing

The enclosed INVITATION TO BID (ITB) and accompanying documents are for your convenience in submitting a bid for the enclosed referenced products and/or services for COMAL COUNTY.

IMPORTANT BID DATES:

DUE DATE:	NOVEMBER 21, 2011 AT 11:00 A.M., LOCAL TIME
OPENING DATE:	NOVEMBER 21, 2011 AT 2:00 P.M., LOCAL TIME
AWARD DATE:	DECEMBER 1, 2011

Bidder shall sign and date the offer as requested on each page. Offers, which are not signed and dated in this manner, may be rejected.

RETURN OFFER TO:

ADDRESS:
RAMONA WOMACK, CPPB
COUNTY PURCHASING DIRECTOR

1297 Church Hill Drive.
NEW BRAUNFELS, TEXAS 78130

Please note that all offers **must be received at the designated location by the deadline shown**. Offers received after the deadline **will not be considered** for the award of the Contract and shall be considered void and unacceptable.

COMAL COUNTY is very conscious and extremely appreciative of the time and effort you have expended to submit an offer. We would appreciate it if you would indicate on any "No Offer" response, any requirement of this ITB which may have influenced your decision to "No Offer". If your response to this ITB is a "No Bid" response, please complete the Statement of No Bid in this ITB and submit.

Any prospective bidder/offeror desiring any explanation or interpretation of the solicitation must make a written request at least five (5) days prior to the scheduled time for the bid/offer opening. The request must be addressed to Ramona Womack, County Purchasing Director, at the address stated above or faxed to (830) 608-2031. Any information given to a prospective bidder/offeror concerning this solicitation will be furnished promptly to all other known prospective bidders/offerors as a written amendment/addendum to the solicitation. Comal County reserves the right to accept or reject any or all bids/offers as it deems in its best interest and to waive any formalities.

It is the Bidder/Offeror's responsibility to verify the issuance of Addenda in regard to this Bid/Offer. All Addenda shall be submitted to all known bidders/offerors and shall be posted on the Comal County Purchasing Website http://www.co.comal.tx.us/PUR_BIDS.htm. Comal County shall not be responsible for failed internet connections or power interruptions.

Ramona Womack, CPPB
County Purchasing Director

**COMAL COUNTY
OFFEROR CERTIFICATION**

LEGAL NAME OF CONTRACTING COMPANY

FEDERAL I.D. # (Company or Corporation)

SOCIAL SECURITY # (Individual)

TELEPHONE NUMBER

FACSIMILE NUMBER

CONTACT PERSON

TITLE

COMPLETE MAILING ADDRESS

CITY & STATE

ZIP CODE

COMPLETE STREET ADDRESS

CITY & STATE

ZIP CODE

EMAIL ADDRESS

CERTIFICATION

By my signature hereon, I certify that the Goods and/or Services that I propose to furnish will meet or exceed every specification contained herein, and that I have read each and every page of the Specifications/Statement of Work, other requirements, as well as, the Standard Terms & Conditions and Bid/Offer Sheet. Further, I agree that if my offer is accepted, I shall perform as required in these Contract documents. I am aware that, once accepted by Comal County, my offer becomes a binding Contract in accordance with the provisions herein of the aforementioned Contract documents, and that I will not be permitted to attempt enforcement of any other Contract or Contract provisions.

SIGNATURE

DATE

Typewritten or Printed Name

Title

I. SPECIFICATIONS

INTENT: The intent of these specifications is to secure an annual contract for supply and delivery of prisoner food for use by the Comal County Jail. The annual budget for prisoner food is \$395,000.00.

1.1. Except when otherwise noted on the BID FORM, the item specified is considered minimum acceptable. A brochure/specification sheet giving detailed descriptions and specifications of the item being bid by the vendor's company should be attached to the returned bid.

1.2. The Jail will place orders one (1) to (2) times per week. The orders will need to be delivered within (24) twenty four hours after receipt of order. Items must be bid individually. Comal County reserves the right to award this bid per line item.

1.3. All deliveries will be made to the Comal County Jail, 3005 W. San Antonio Street. New Braunfels, Texas 78130.

*Additional Deliveries: It is possible that the County will require additional deliveries on an as needed basis during the week. These items will have the same expected delivery as a normal order unless otherwise noted in your bid.

1.4. SECURITY: Due to the secure nature of the facility that the vendor will be providing service to, all prospective Vendors will be subject to the following:

1.4.1. Criminal Background Check prior to the award of the contract. Also all employees of that Vendor that will be involved in the services provided the County will also be subject to a criminal background check and are required to have passed pre-employment drug testing. No employee of the Contracting Company having a criminal record shall be involved in the packaging or delivery of items to the County. The County will complete the background investigation and approve the Vendor's employees prior to commencement of services under this contract. Staff changes made by the Vendor during the contract term must be approved by the County and a Background investigation completed prior to new staff entering the facility. **No Exceptions will be made.** Failure to comply with this stipulation after the award of the contact shall be considered a breach of contract.

1.4.2. All personnel entering the correctional facilities are subject to security/criminal history check. To accomplish this, the Vendor must provide the County with the following information on each personnel who will provide on-site services:

- 1.4.2.1 Full legal name;
- 1.4.2.2 Social Security number;
- 1.4.2.3 Date of birth;
- 1.4.2.4 Current home address;
- 1.4.2.5 Current copy of Texas Driver's License;
- 1.4.2.6 Signed release form.

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FOOD SERVICE FOR THE COMAL COUNTY JAIL FACILITY

- 1.5. If the County determines that for security reasons, any personnel are unacceptable, the Vendor will act immediately to provide an acceptable replacement at no additional cost to the County.
- 1.6. The County reserves the right to refuse access to any person wearing inappropriate attire. The Correctional Center is a professional work environment and should be treated as such.
- 1.7. In addition, any Subcontractor and their subsequent staff may be required to pass a background check as described above.

II. TERMS & CONDITIONS

The parties, Comal County, Texas, a political subdivision of the State of Texas, (hereinafter referred to as "County") and _____ (hereinafter referred to as "Vendor" or "Offeror"), hereby agree upon the following terms and conditions.

2.1. Bids are solicited for Food Service for the Comal County Jail Facility as outlined in the specifications in this Invitation to Bid (ITB).

2.2 Complete ITB's shall be received in the Comal County Purchasing Office, 1297 Church Hill Dr., New Braunfels, Texas 78130 no later than 11:00 A.M. on November 21, 2011. ITB's will be opened at 2:00 P.M. on November 21, 2011 in the Comal County Purchasing Office. ITB's will be awarded December 1, 2011, in Comal County Commissioners Court (hereinafter referred to as "Commissioners Court"). Commissioners Court begins at 8:15 A.M.

ITB's which are received after the specified time and date, will be returned to the Offeror unopened in accordance with state law. ITB's must be in the possession of the Purchasing Agent by the time and date indicated above. The County will not be responsible for mail or delivery charges, or for charges associated with preparation of ITB or ITB materials.

When sent by mail, Federal Express, Express Mail, or other delivery service, sealed ITB's shall be enclosed in an additional envelope clearly identified on outside as a ITB to County with Offeror's name and address, ITB name, and ITB date and time. It is the sole responsibility of the Offeror to ensure timely delivery of ITB. The ITB is timely delivered when it is actually received by the Purchasing Office on or before the "DUE DATE & TIME". County will not be responsible for failure of service on the part of the U.S. Post Office, courier services, or any other form of delivery service chosen by the Offeror. You may call the Comal County Purchasing Office at (830)643-5850 to see if your response has been received.

NOTE: The Time-Date Stamp Clock located in the Comal County Purchasing Office, will serve as the **OFFICIAL CLOCK** for the purpose of verifying the date and time of receipt of ITB's.

2.3. Please return the ITB package in a sealed envelope, marked with ITB title, ITB number and opening date.

2.4. ITB's may be withdrawn at any time prior to the official opening. Alterations made before opening time must be initialed by Offeror guaranteeing authenticity. After the official opening, ITB's may not be amended, altered, or withdrawn without the recommendation of the Purchasing Office and approval of Commissioners Court. All ITB's become the property of the County and will not be returned to the Offeror.

2.5. The County is exempt from federal excise and state sales tax; therefore, tax must not be included in this ITB.

2.6. TERM OF CONTRACT: Offeror will furnish the required services and products at the price quoted and commission offered, and will not raise the prices for the contract period, December 1, 2011 to November 30, 2012. The contract amount will remain the same as the accepted ITB amount throughout the contract period.

2.7 OPTION TO RENEW: This contract may be extended provided all terms and conditions, except for the contract period being extended or any price redetermination as authorized elsewhere in this contract, remain unchanged and in full force and effect. Option, if exercised, to be executed in the form of a Modification/Supplemental Agreement, to be issued not sooner than thirty (30) days prior to expiration of this

contract, nor later than the final day of the contract period. This Option to Renew requires the mutual agreement in writing of both parties. Refusal by either party to exercise this Option to Extend shall require this contract to expire on the original or mutually agreed date. The normal extension period shall be one (1) year increments. The total period of this contract, including all extensions as a result of exercising this option may not exceed a maximum combined period of three (3) years.

2.8. The County reserves the right to accept or reject in part or in whole any ITB's submitted and to waive any technicalities for the best interest of the County when awarding to the most qualified Offeror.

2.9. Invoices shall be sent directly to the Comal County Auditor, 150 North Seguin, Suite 201, New Braunfels, Texas 78130. Payments will be processed after notification that all materials have been delivered satisfactorily and no unauthorized materials have been delivered. The County may elect to pay invoices with procurement cards.

2.10. Continuing non-performance of the Offeror in terms of specifications shall be a basis for the termination of the contract by the County. The County shall not pay for supplies/services, which are unsatisfactory. County may give Vendor a reasonable opportunity before termination to correct the deficiencies. This, however, shall in no way be construed as negating the basis for termination for non-performance.

2.11. Quantities indicated in the ITB are estimated based upon the best available information. The County reserves the right to increase or decrease the quantities to meet its actual need without any adjustments in the ITB price.

2.12. All bids inclusive of pricing shall remain firm for acceptance for a period of thirty (30) days from opening date unless otherwise specified by the County.

2.13. Prices bid shall reflect the full Specifications/Statement of Work as defined per the ITB documents, inclusive of all associated costs for insurance, overhead, profit and bonding, if required and so identified.

Vendor must include all incidental costs in his pricing. The County will not provide or allow for parking or travel reimbursements for the vendor's employees. Vendor's offices, administration and/or place of business will not be on the County premises and will be the vendor's responsibility. Only those costs shown on the Pricing/Delivery Sheet and confirmed by a purchase order will be paid.

It is also understood that any and all persons who provide services under Contract to the County, resulting from this ITB, shall be and remain employees of the Vendor, not the County. It is understood and agreed that the vendor is solely responsible for all services being provided and shall provide adequate insurance to cover against any and all losses incurred by the vendor's employees and or equipment during the course of the Contract.

This ITB in no manner obligates the County or any of its agencies to the eventual purchase of any goods and/or service described, implied or which may be included in this ITB, until confirmed by a written Contract and purchase order. Progress toward this end is solely at the discretion of the County and may be terminated at any time prior to the signing of a Contract.

The County will not be liable for any costs incurred by the vendor in preparing a response to this ITB. The County makes no guarantee that any goods and/or services will be purchased as a result of this ITB, and reserves the right to reject any and all ITB's. All ITB's and their accompanying documentation will become the property of the County.

The vendor is expected to examine all documents, forms, specifications, and all instructions. Failure to do so will be at vendor's risk.

2.14. ETHICAL CONDUCT: The vendor shall not offer or accept gifts or anything of value, not enter into any business arrangement with any employee, official, or director of the County. No public official shall have interest in this Contract, in accordance with Texas Local Government Code Annotated Title 5, Subtitle C, Chapter 171.

The vendor affirms that the only person or parties interested in this bid/offer as principals are those named herein, and that this bid/offer is made without collusion with any other person, firm, or corporation.

2.15. The extension of this contract as provided above is contingent on the appropriation of necessary funds by Commissioners Court. Upon the failure of Commissioners Court to so appropriate in any year, vendor may elect to terminate this agreement, with no additional liability to the County. County and vendor agree that termination shall be vendor's sole remedy under this circumstance.

2.16. MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE OFFERORS: A prospective Offeror must affirmatively demonstrate Offeror's responsibility. A prospective Offeror must meet the following requirements:

1. Have adequate financial resources, or the ability to obtain such resources as required;
2. Be able to comply with the required or proposed delivery schedule;
3. Have a satisfactory record of performance;
4. Have a satisfactory record of integrity and ethics; and
5. Be otherwise qualified and eligible to receive an award.

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

2.17. If the ITB is accepted and approved by Commissioners Court then this ITB becomes the contract and there are no oral agreements either expressed or implied. No different or additional terms will become part of this contract with the exception of a change arising.

2.18. The Vendor shall make himself familiar with and at all times shall observe and comply with all federal, state, and local laws, ordinances and regulations which in any manner affect the conduct of the work.

2.19. Payment shall not constitute an acceptance of the item(s) contained in this ITB, nor impair the County's right to inspect any of its remedies.

2.20. The price to be paid by the County shall be that contained in the Bid Specification/Bid Form, which the Offeror warrants to be no higher than Offeror's current prices on orders by others for products of the kind and specification covered by this agreement for similar quantities under similar or like conditions and methods of purchase.

2.21. County reserves the right to select evaluation methods deemed most appropriate. Each ITB will be evaluated on a case-by-case basis, regardless of any previous evaluation method.

2.22. Whenever an article or material is defined by describing a proprietary product or by using the name of a manufacturer, the term "or equal" if not inserted shall be implied. The specific article or material shall be understood as descriptive, not restrictive.

2.23. Title and Risk of Loss of goods, supplies, equipment, or services shall not pass to County until County actually receives and takes possession of the goods, supplies, equipment, or services at the point(s) of delivery.

2.24. The Offeror agrees that the goods, equipment, supplies, or services furnished under this contract shall be covered by the most favorable commercial warranties offered by the Offeror to any customer for such goods,

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FOOD SERVICE FOR THE COMAL COUNTY JAIL FACILITY

equipment, supplies, or services. The Offeror shall not limit or exclude any express, written, or implied warranties and any attempt to do so shall render this contract voidable at the option of the County. The Offeror warrants that the product sold to the County shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970.

2.25. All insurance requirements, including Worker's Compensation, General Liability, and all applicable insurance as outlined in Texas State Statutes, shall be met prior to any delivery or services rendered and shall remain in effect during the time of this contract. Payments shall not become due and payable until such certificates have been filed.

2.26. The parties herein agree that this Contract shall be enforceable in Comal County, Texas, and if legal action is necessary to enforce it, exclusive venue shall lie in a court of competent jurisdiction in Comal County, Texas.

2.27. This Contract shall be governed by and construed in accordance with the laws of the State of Texas and all applicable Federal Laws.

2.28. This ITB, along with the Contract, submitted documents, and negotiations, when properly accepted and awarded by Comal County Commissioners Court shall constitute a contract equally binding between the successful Offeror and County. No different or additional terms will become a part of this contract with the exception of a Change Order. This Contract embodies the complete agreement of the parties hereto, superseding all oral or written previous and contemporary agreements between the parties and relating to matters herein, and except as otherwise provided herein cannot be modified without written agreement of the parties.

2.29. The vendor shall indemnify and hold harmless the County and its duly appointed officers, agents and employees for all suits, actions, losses, damages, claims, or liability of any character, type, or description,

including without limiting the generality of the foregoing all expenses of litigation, court costs, and attorney's fees for injury or death to any person, or injury to any property, received or sustained by any person or persons or property, arising out of, or occasioned by, the acts of vendor's officers, agents or employees.

2.30. If a court of competent jurisdiction determines that any term of this agreement is invalid or unenforceable to any extent under applicable law, the remainder of this agreement (and the application of this agreement to other circumstances) shall not be affected thereby, and each remaining term shall be valid and enforceable to the fullest extent permitted by law.

2.31. This Contract shall not be assignable by the vendor without prior written consent of the County. This agreement shall be binding on and inure to the benefit of the successors and assigns of the respective parties to this agreement.

2.32. If the vendor defaults in the performance of this contract or materially breaches any of its provisions County shall have the right to terminate this contract by giving written notice of termination within thirty (30) days of the occurrence of the default or material breach.

2.33. Any notice or other communication required or permitted hereunder shall be in writing and shall be deemed to have been duly given on the date of service if served personally, or three (3) days after the date of mailing if mailed, by first class mail, registered or certified, postage prepaid and addressed as follows:

COMAL COUNTY BID #2011-133
FOOD SERVICE FOR THE COMAL COUNTY JAIL FACILITY

For the COUNTY:

Comal County, Texas
C/O County Judge
150 N. Seguin
New Braunfels, Texas 78130
With Copy to Purchasing Agent:

Comal County Purchasing Agent
1297 Church Hill Drive.
New Braunfels, TX 78130

For the VENDOR:

Fax (____)_____

Any notices served by fax shall be deemed to have been given and received only when written confirmation of the receipt of such fax has been received by the sender. Any party hereto may, at any time by giving fifteen (15) days' written notice to the other party hereto, designate any other address in substitution of the foregoing address to which such notice shall be given.

2.34. No provision of this agreement shall affect or waive any sovereign or governmental immunity available to the County and/or its elected officials, officers, employees and agents under Federal or Texas law nor waive any defenses available to the County and/or its elected officials, officers, employees and agents under Federal or Texas law.

**III. COMAL COUNTY
BIDDER/OFFEROR'S AFFIRMATION**

This sheet must be completed, signed, and returned by Bidder/Offeror

NOTE: FAILURE TO SIGN AND RETURN THIS FORM WITHIN 10 DAYS OF AWARD MAY RESULT IN THE TERMINATION OF ANY RESULTING PURCHASE ORDER OR CONTRACT.

1. Bidder/Offeror affirms that they are duly authorized to execute this Contract, that this company, corporation, firm, partnership or individual has not prepared this bid/offer in collusion with any other Bidder/Offeror, and that the contents of this bid/offer as to prices, terms or conditions of said bid/offer have not been communicated by the undersigned nor by any employee or director to any other person engaged in this type of business prior to the official opening of this bid/offer.
2. Bidder/Offeror hereby assigns to purchaser any and all claims for overcharges associated with this Contract which arise under the antitrust laws of the United States, 15 USCA Section 1 et seq., and which arise under the antitrust laws of the State of Texas, Tex. Bus. & Com. Code, Section 15.01, et seq.
3. Pursuant to §262.076 (a) of the Texas Local Government Code, Bidder/Offeror, hereby affirms that Bidder/Offeror:
(Please check all that are applicable)

_____ Does not own taxable property in Comal County.

_____ Does not owe any ad valorem taxes to Comal County or is not otherwise indebted to Comal County.

If any additional information is required regarding these requirements, please contact the Comal County Purchasing Office PRIOR to execution.

Bidder/Offeror Company Name _____

Bidder (Signature) _____ Date _____

Bidder (Print Name) _____ Date _____

Position with Company _____

Signature of Company Official
Authorizing the Bid/Offer _____ Date _____

Company Official
(Printed Name) _____

Official's Position _____

Corporate Vendors Shall Furnish the Following Information:

Where Incorporated _____ Charter Number _____

**IV. VENDOR REFERENCE INFORMATION SHEET
(PRINT)**

VENDOR FIRM/BIDDER:

By: _____
AUTHORIZED AGENT TITLE

ADDRESS: _____
STREET ADDRESS AND /OR P.O. BOX NO.

CITY STATE ZIP CODE

PHONE: _____ FAX: _____

REFERENCES

LIST THREE (3) COMPANIES OR GOVERNMENTAL AGENCIES WHERE THESE COMMODITIES HAVE BEEN PROVIDED:

1. COMPANY NAME: _____

ADDRESS: _____ PHONE: _____

CONTACT PERSON: _____ TITLE: _____

2. CONTACT NAME: _____

ADDRESS: _____ PHONE: _____

CONTACT PERSON: _____ TITLE: _____

3. CONTACT NAME: _____

ADDRESS: _____ PHONE: _____

CONTACT PERSON: _____ TITLE: _____

V. CONTRACT

STATE OF TEXAS COUNTY OF COMAL COUNTY

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

WHEREAS, The Comal County Commissioners Court as the governing body of Comal County did on _____, 20____ award a contract to _____, Vendor for furnishing the materials, equipment, supplies, and/or services in quantities and at prices as set forth in the above-attached ITB package; and

THEREFORE, Knowing all men by these present, that this contract is entered into by Comal County, Texas, a political subdivision of the State of Texas (hereinafter called "County") and the undersigned Vendor (hereinafter called "Vendor").

WITNESSETH

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

Prior Agreements Superseded

This Contract, with the entire ITB package incorporated herein including any required supporting literature, brochures, and/or data sheets or sample, constitutes the sole agreement of the parties to the agreement and supersedes all oral or written previous and contemporary agreements between the parties and relating to matters herein.

Amendment

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

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

VENDOR

COMAL COUNTY

BY: _____
AUTHORIZED AGENT

BY: _____
PURCHASING AGENT

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

CONFLICT OF INTEREST QUESTIONNAIRE		FORM CIQ
For vendor or other person doing business with local governmental entity		
<p>This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.</p> <p>By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.</p> <p>A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.</p>	OFFICE USE ONLY Date Received	
1	Name of person doing business with local governmental entity.	
2	<input type="checkbox"/> 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 September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)	
3	Describe each affiliation or business relationship with an employee or contractor of the local governmental entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.	
4	Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.	

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor or other person doing business with local governmental entity

FORM CIQ

Page 2

5 Name of local government officer with whom filer has affiliation or business relationship. (Complete this section only if the answer to A, B, or C is YES.)

This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or business relationship. Attach additional pages to this Form CIQ as necessary.

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

Yes No

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

Yes No

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

Yes No

D. Describe each affiliation or business relationship.

6 Describe any other affiliation or business relationship that might cause a conflict of interest.

7

Signature of person doing business with the governmental entity

Date

IMPORTANT BIDDER'S CHECKLIST

Check off each of the following as the necessary action is completed

- 1. The Bid Page/Bidder Certification has been signed and is the first page.
- 2. The Vendor Reference Information Sheet is complete.
- 3. The contract is completed and signed.
- 4. The price extensions and totals have been checked, if applicable.
- 5. Any required drawings or descriptive literature have been included.
- 6. If required, the amount of the bid surety has been checked, and the surety has been included.
- 7. Any addendums have been signed and are included.
- 8. Conflict of Interest Questionnaire has been signed.
- 9. Bidders/Offeror's Affirmation Page has been completed and included.
- 10. The mailing envelope has been addressed to:

Comal County Purchasing Office
1297 Church Hill Dr.
New Braunfels, Texas 78130

- 11. The envelopes have been sealed and marked with (a label has been provided or your convenience

Bid title
Bid number
Opening date
Opening Time

STATEMENT OF NO OFFER

If Offeror is not bidding on the goods and/or services as stated in this ITB, please complete and return this form to: Comal County Courthouse, Purchasing Office, 1297 Church Hill Drive, New Braunfels, TX 78130.

NAME OF FIRM: _____

ADDRESS: _____

SIGNATURE: _____

TELEPHONE: _____ DATE: _____

The above has declined to submit an ITB response for the following reason(s) [please check all that apply]:

- _____ Specifications too "restrictive," i.e., goods offered by our company do not meet stated specifications.
- _____ Specifications unclear (please explain below).
- _____ We do not offer this commodity and/or service or an equivalent.
- _____ Insufficient time to respond to the ITB.
- _____ Our schedule would not permit us to perform.
- _____ Can not meet insurance requirements.

Remarks: _____

**COMAL COUNTY
RETURN LABEL**

*******LATE BIDS CAN NOT BE ACCEPTED*******

<u>SEALED INVITATION TO BID</u>	
ITB#:	2011-133
OPENING DATE:	NOVEMBER 21, 2011
OPENING TIME:	11:00 A.M. C.S.T.
ITB DESCRIPTION:	FOOD SERVICE FOR THE COMAL COUNTY JAIL FACILITY
<i>DATED MATERIAL – DELIVER IMMEDIATELY</i>	

PLEASE CUT OUT AND AFFIX THE ITB LABEL ABOVE TO THE
OUTER MOST ENVELOPE OF YOUR RESPONSE

*******LATE BIDS CAN NOT BE ACCEPTED*******