



Proposal Cover Sheet

Due Date: Tuesday, July 14, 2020 by 10:30 a.m.

Deli Management, Inc. DBA: Jason's Deli
Name of Firm/Company

Kimberly Sherman Business Development
Agent's Name (Please Print) Agent's Title

350 Pine Street Suite 1775 Beaumont, TX 77701
Mailing Address (Corporate) City State Zip

409-838-1976 Bid@Jasonsdeli.com
Telephone Number Email Address

KSm. July 12, 2020
Authorized Signature Date

Proposal Submission Checklist

Proposal submission package shall consist of the following:

- Proposal Cover Sheet
- Proposal (If hard copy submitted: one marked original, one marked copy and a flash drive) —
- Cost Proposal Sheet
- References
- Bidder Certification and Addenda Acknowledgement, Addendum(s) if applicable
- Conflict of Interest Questionnaire (if required)
- Public Information Act Form
- Federally Required Contract Clauses



**City of League City
Request for Proposal #20-EM-006
Disaster Catering**

I. Introduction:

The City of League City is soliciting proposals from interested and qualified firms to provide meals to authorized City personnel during any natural and/or man-made disasters. It is the intent of the City to select a single firm to accomplish all services outlined in this RFP.

A. Clarification and Interpretation of RFP

1. The words "must" or "will" or "shall" in this RFP indicate mandatory requirements. Taking exception to any mandatory requirement will be grounds for rejection of the proposal.
2. The City desires to avoid any misunderstanding where it is assumed that a feature is included in the proposal and turns out to be an optional, extra cost feature. As such, any question answered with an indication of compliance will be considered included at no additional cost. Any service that is referred to in the body of this response (does not pertain to attachments and brochures) will be considered red included in the basic offer.

B. Purpose

The purpose of this RFP is to provide minimum requirements, solicit proposals and gain adequate information from which the City may evaluate the proposer's products and services as they compare to the other providers and as they pertain to the needs of the City's organization as defined in this document.

C. Confidential or Proprietary Information

Throughout the process of evaluating proposals and negotiating a contract, all information contained in proposals shall be kept confidential. Upon Council award of contract or rejection of all proposals, contracting information, as defined by Texas Government Code 552 and in this document, shall be open for public inspection. This includes successful and unsuccessful proposals. Exceptions may be made if releasing the information would harm City interests by providing an advantage to a competitor or bidder in a future competitive situation, or if information requested contains trade secrets, or proprietary information. If the vendor, contractor, potential vendor, or potential contractor wishes to claim that information is proprietary, they must demonstrate based on specific factual evidence that disclosing the information would reveal an individual approach to work, organizational structure, staffing, internal operations, processes, or discounts, pricing methodology, cost data or other pricing information that will be used in future solicitation or bid documents; or give advantage to a competitor.

Any information that the potential vendor or contractor believes may be considered proprietary, confidential or a trade secret should be stamped with the term CONFIDENTIAL on that part of the proposal. All proposals and parts of proposals which are not marked as confidential will be automatically considered public information after the contract is awarded. In the event that information contained in those sections marked confidential are included in an Open Records Request, the City will decline to release the information for the purpose of requesting an attorney general decision. The City will make a good faith effort to contact the vendor, so they may submit in writing to the attorney general the reasons why the information should be withheld or released. If the vendor cannot be contacted, the information may be released without further review. The process to be followed upon receipt of the request for information that potentially contains trade secrets, or proprietary or confidential information will be as follows:

1. City will make a good faith effort to notify the vendor in writing that the information has been requested within a reasonable time, but no more than ten (10) business days after receiving the request. This will include a copy of the written request for information, and a statement that the vendor is entitled to submit to the attorney general with ten (10) business days the reason(s) with the information should be withheld and a letter, memorandum, or brief in support of that reason.
2. The vendor who submits a letter, memorandum, or brief to the attorney general shall send a copy to the person who requested the information from the governmental body. If the letter, memorandum or brief contacts the substance of the information requested, the copy sent may be a redacted copy.
3. The attorney general shall promptly render a decision when requested, consistent with the standards of due process, determining whether the requested information requested contains trade secrets, or confidential or propriety information as defined in Texas Government code 552. The decision shall be rendered no later than the 45th business day after the date the attorney general received the request for a decision.

D. Definitions

Contracting Information – information in a voucher or contract relating to the receipt of expenditure of public funds; solicitations or bid documents; communications sent between the City and a vendor, contractor, potential vendor or potential contractor during solicitation, evaluation, or negotiation of a contract; documents, including bid tabulations, showing the criteria by which a government body evaluates each vendor; and communications and other information sent between City and a vendor or contractor related to the performance of a final contract with City or work performed on behalf of City.

Trade Secrets – all forms and types if information including business, scientific, technical, economic, or engineering information and any formula, design, prototype, pattern, plan, compilation, program device, program, code, device, method, technique process,



procedure, financial data, or list of actual or potential customers or suppliers, whether tangible or intangible and whether or however stored, compiled, or memorialized physically, electronically, graphically, photographically, or in writing if the owner of the trade secret has taken reasonable measures under the circumstances to the information secret and the information derives independent economic value, actual or potential, from not being generally known to and not being readily ascertainable through proper means by, another person who can obtain economic value from the disclosure of the information.

E. Background Information

League City is a home-rule, incorporated city with a 2018 population of approximately 106,803. The city encompasses approximately 52 square miles and is in the Houston metropolitan area. The city lies in north Galveston County and southeast Harris County. League City is located approximately 26 miles southeast of downtown Houston and within 50 miles of Bush Intercontinental Airport. League City is experiencing rapid growth, adding approximately 3,000 residents a year. League City residents enjoy excellent schools, great parks, excellent public safety, recreational facilities, access to entertainment, and a unique heritage. The City is governed by a Council/Manager form of government and municipal services are provided by 584 full-time equivalents. The City Council is an elected body consisting of the Mayor and seven Council Members. The City Manager, John Baumgartner, is responsible for all functions of city government. The organization is divided into functional departments and divisions reporting to the City Manager, and two (2) Assistant City Managers. The City is a CDBG entitlement community that receives federal funding from the Department of Housing and Urban Development.

II. Instructions to Proposers:

A. General

This section outlines specific instructions for proposal submissions. Proposers not adhering to these instructions may be disqualified without further consideration. The City shall have the right to cancel any or all item(s) without obligation if delivery is not made on or before the time(s) specified.

1. At the public opening, there will be no disclosure of contents to competing firms, and all proposals will be kept confidential during the negotiation process. Except for trade secrets and confidential information which the firm identifies as proprietary, all proposals will be open for public inspection after the contract award. All proposals become the property of the City of League City.
2. The City of League City requires comprehensive responses to every section within this RFP. Conciseness and clarity of content are emphasized and encouraged. Vague and general proposals will be considered non-responsive and will result in disqualifications. To facilitate the review of the responses, Firms shall follow the described proposal format. The intent of the proposal format requirements is to expedite review and evaluation. It is not the intent to



constrain Vendors with regard to content, but to assure that the specific requirements set forth in this RFP are addressed in a uniform manner amenable to review and evaluation. Failure to arrange the proposal as requested may result in the disqualification of the proposal. It is requested that proposals be limited to no more than 25 pages, excluding resumes and sample documents. Proposals shall have 1" margins and be single-sided, single spaced, using Times New Roman 12-point font. All pages of the proposal must be numbered, and the proposal must contain an organized, paginated table of contents corresponding to the sections and pages of the proposal. Preferred binding is paper clip, binder clip or three-ring binder.

B. Proposal Submission

The City will receive proposals electronically through www.publicpurchase.com or hard copies delivered to City Hall. Instructions for Public Purchase can be found on Attachment B. Hard copy proposals can be submitted with one (1) marked original, one (1) marked copy and one (1) electronic copy (flash drive) properly labeled and clearly marked with the RFP number and description. Hard copies should be delivered to:

City of League City
Purchasing Department
300 West Walker
League City, TX 77573
Monday – Thursday 7:30 am to 5:30 pm
Friday: 7:30 am to 12:00 pm

Proposals sent via courier must be sealed in a separate envelop inside of the mailer.
Mark envelope/package: #20-EM-006 Disaster Catering

C. Proposal Timeline

The vendor/contractor selection process will follow the timeline shown below. Estimated key milestone dates for the completion of the project are also included:

Request for Proposals Issued: June 16, 2020
Deadline for Submitting Questions: July 7, 2020, by close of business
Proposal Submission Deadline: July 14, 2020, 10:30 a.m.
Selection Process: August 2020

III. Scope of Work:

A. General

The city of League City is soliciting proposals from qualified contractors to provide meals to authorized City personnel during any natural and/or man-made disasters. This contract will encompass a coordinated effort between City Emergency Management Personnel, suppliers

and other stakeholders involved in the project.

B. Scope

- a) The City recognizes the vulnerability of its citizens to damage, injury and loss of life and property resulting from disasters. Such disasters require 24/7 responses from the City's emergency responders, City employees, various elected officials and appointed officials. Providing meals to these individuals is necessary in order for them to carry out their duties to the public effectively. Proposer shall include all equipment, supervision, labor, materials, and suppliers to accomplish the full scope of work defined herein.
- b) Proposer must be able to mobilize, stage, and provide the required services within twenty-four (24) hours of notice to activate by the City of League City. Where possible, and in accordance with the City's emergency operation plan for such events, the City will provide up to thirty-six (36) hours advanced notice to the provider.
- c) Depending upon the disaster circumstances, the proposer may be required to stage equipment at a pre-determined location. If so, the Proposer is solely responsible for ensuring proper and necessary set-up, relocation, maintenance, protection and/or removal of such equipment including periodic and final clean up staging site(s) upon request by the City. Use of City facilities will be at no charge to the Proposer. However, if any damage occurs at any staging areas directly resulting from such staging activities of the provider, the Proposer will be responsible for the repair of such damage to its pre-damaged condition.
- d) Proposer shall provide appetizing, nutritional, and well balanced hot and cold meals for four (4) designated times a day through out a 24-hour period; approximately:
 - 6:00 a.m. – 8:00 a.m.
 - 11:00 a.m. – 1:00 p.m.
 - 5:00 p.m. – 7:00 p.m.
 - 11:00 p.m. – 1:00 a.m.

To include breakfast, lunch, dinner and midnight meal. The service shall continue to service four (4) meals per day, per employee, seven days a week, per the hours of operation until such disaster is deemed conclusive by the Mayor or his designee.

- e) All provided meals shall include but are not limited to:
 - Condiments relevant to the meal provided
 - Serving items such as disposable plates, utensils, and napkins
 - Selection of beverages that are iced-down if required and cups if necessary
 - Other meal related items



- f) Proposer shall be responsible for all ingredient purchases, receipts, storage, issue, handling processing, packaging, preparation, staging, and clean up before and after each meal. Approximate personnel to be fed are between 25 and 300 depending on the size and duration of the incident. Proposer shall also provide kitchen equipment, staff and management enough to cater up to 300 meals per mealtime and oversee all related act

C. Personal/Hygiene

- a) Proposer shall comply with all applicable state and county health and safety codes related to food preparation. All areas that the proposer operates shall be cleaned and sanitized on a regular basis per food safety standards. Proposer shall provide staff to supervise the daily cleaning and sanitation of the assigned areas and oversee maintenance of kitchen equipment. All employees of the proposer shall be instructed on proper hygiene and appropriate dress while catering/serving City of League City.
- b) Proposer shall provide trained and competent culinary experts to manage and supervise the preparation of all meals. All employees of proposer that are involved with food preparation will have food handler's training and certification.

D. Administrative Responsibilities

All transactions must be recorded in accordance with Federal Emergency Management Agency (FEMA) and Federal Procurement guidelines. Proposer must be able to maintain all required documentation. Proposer must be able to work closely with the City to make sure that all needs are met to provide the proper operation of the site.

E. Certifications Required

All contractors must provide business certification, Proof of Liability Insurance, and Food Handlers Certification. Proof of Contractor Liability Insurance must be submitted with proposal.

F. Additional Services

The City requests that each proposer provide a complete list of additional services that can be provided in addition to those requested within this RFP.

G. Most Favorable Pricing

By submitting a response to this RFP, the contractor guarantees the City that the prices reflected in this proposal are no higher than those charged the contractor's most favored customer for the same or substantially similar service.

IV. Proposal and Evaluation Format



Proposer's submission package shall consist of the following:

1. Completed Proposal Cover Sheet
2. Tab A – Qualifications and Experience
3. Tab B – Project Methodology
4. Tab C – Pricing and Fees
5. Tab D – References (to include Names, Addresses, Telephone Numbers, Email addresses)
6. Tab E – Forms (Attachment A & C)
 - Proposal Certification and Addenda Acknowledgement, if applicable
 - Public Information Act
 - Conflict of Interest Questionnaire
 - Federally Required Contract Clauses (Attachment C)

A. Proposal Format

By submission of a response to this RFP, proposer acknowledges full compliance with required specifications and all terms and conditions as detailed in the RFP.

1. TAB A – Qualifications and Experience
 - a) Briefly introduce your firm, providing a summary of the administration, organization and staffing of your firm, including multiple offices, if applicable. Provide an organizational chart indicating who the primary point of contacts will be and responsible for overseeing service to the City, and what their qualifications are, if the contract is activated
 - b) Describe the experience of your organization in the last thirty-six (36) months in performing services of similar size and scope.
 - c) Provide sufficient documentation that your organization is well versed in FEMA documentation and reimbursement.
2. TAB B – Project Methodology
 - a) Describe in detail, how the service will be provided. Include a mobilization response time once a disaster is declared.
 - b) Submit clarification of services provided – preparation of meals, serving of meals, delivery of meals offsite, ration of personnel per persons being fed/served.
 - c) Provide a list of menu items that can be prepared and provided for this service. Include food options for employees with food restrictions, i.e. diabetics, gluten free, vegetarian, ect.
 - d) Submit information on bag lunch options and information on availability of meals that can be delivered to offsite personnel upon request.



- e) Submit a list of responsibilities the City would need to provide to the proposer to accomplish this service, i.e. portable water, gray water, electrical source, ect.
 - f) Submit plans in the event that the City requires a mobile kitchen(s).
 - Location for set up – Hometown Hero’s Park, 1001 E. League City Pkwy
3. TAB C - Pricing and Fees
- a) The proposer shall provide information relative to providing the services outlined herein. The proposal shall include a flat rate cost per meal / per person per day. Other services may be listed and priced separately. Price shall include:
 1. All direct and indirect cost including all out-of-pocket expenses
 2. Meals, beverages, utensils, plates, cups, condiments and distribution
 3. Essential items and products associated with turnkey food service
 - b) All additional meals for non-residential site personnel and guest will be billed at a flat rate per person per meal per day.
 - c) The City is not responsible for expenses incurred in preparing and submitting a proposal. Such costs shall not be included in the proposal.
4. TAB D – References
- Proposer to provide at least five (5) references for governmental agencies for which you have provided this type of service. Include the name of the agency, contact name, telephone numbers, email address, date/length of the contract and a brief summary of work. Include a ratio of personnel per persons being fed/served. Also provide a description of any conflicts, which may have occurred during the service.
5. TAB E – Forms (Attachment A & C)
- a) Completed Bidder Certification and Addenda Acknowledge Form (initials are required to acknowledge any addendums or amendments.
 - b) Completed City of League City Texas Public Information Act
 - c) If applicable, provide a completed copy of the Conflict of Interest Questionnaire (Form CIQ).
 - d) Federally Required Contract Clauses
The following contract clauses provided in Appendix B are Special Provisions of Procurement Federal Requirements. These contract clauses will be required in any contract resulting from this RFP. Please sign the attached form, acknowledging that you have been informed about this requirement and include it in your proposal:
 1. Equal Employment Opportunity
 2. Davis Bacon Act and Copeland Anti-Kickback Act
 3. Contract Work Hours and Safety Standards Act
 4. Clean Air Act and the Federal Water Pollution Control Act
 5. Debarment and Suspension

6. Byrd Anti-Lobbying Amendment
7. Procurement of Recovered Materials
8. Additional FEMA Requirements
9. DHS Seal, Logo, and Flags
10. Compliance with Federal Law, Regulations, and Executive Orders
11. No Obligation by Federal Government
12. Program Fraud and False or Fraudulent Statements or Related Acts

Note: Bidders that do not include these forms and do not adhere to proposal instructions will be deemed non-responsive.

B. Proposal Evaluation Process

All proposals will be screened by an evaluation committee. The evaluation committee shall screen and rate all the responses that are submitted. Evaluation ratings will be on a 100-point scale and those proposers selected for a short list may be invited to attend an interview, at the proposer's own expense. Any invitation for an oral presentation will be solely for the purpose of clarifying proposals received from each qualifying proposer and will not represent any decision on the part of the evaluation committee as to the selection of a successful proposer.

The City's process is as follows:

1. City staff shall recommend an evaluation committee which will be used to evaluate all proposals. The City will evaluate all proposals based on the following criteria:
 - a) Qualifications and Experience – 25 pts
 - b) Project Methodology – 25 pts
 - c) Pricing and Fees – 40 pts
 - d) References 10 pts
2. Once proposals are scored, the evaluation team will select finalist and decide whether interviews should be conducted.
3. Should negotiations be unsuccessful, the City shall enter negotiations with the next, highest ranked vendor. The process shall continue until an agreement is reached with a qualified vendor.
4. This RFP does not commit the City to pay for any direct and/or indirect costs incurred in the preparation and presentation of a response. All finalist(s) shall pay their own costs incurred in preparing for, traveling to and attending interviews.
5. The City reserves the right to negotiate the final fee prior to recommending any Vendor for a contract.

The City reserves the right to use all pertinent information (also learned from sources other than disclosed in the RFP process) that might affect the City's judgement as the appropriateness of an award to the best evaluated proposer. The information maybe appended to proposal evaluation process results.



V. Contract Terms and Conditions:

A. General

This will be a three (3) year contract, with two (2) one-year renewal terms available upon the mutual agreement of the parties. The annually renewable agreement is meant as an option for either party to exit the contractual obligation at its discretion.

B. Indemnification

It is understood that any resulting contract executed will contain the following language:

It is further agreed that the firm (separately and collectively the "Indemnitee") shall indemnify, hold harmless, and defend the City, its officers, agents, and employees from and against any and all claims, losses, damages, causes of action, suits and liability of every kind, including all expenses of litigation, court costs, and attorney's fees, for injury to or death of any person or for damage to any property arising out of or in connection with the work done by the firm under this contract. Such indemnity shall apply regardless of whether the claims, losses, damages, causes of action, suits or liability arise in whole or in part from the negligence of the City, any other party indemnified hereunder, the Firm, or any third party.

C. Release

It is understood that any resulting contract executed will contain the following language:

The firm assumes full responsibility for the work to be performed hereunder and hereby releases, relinquishes, and discharges the City, its officers, agents, and employees from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to or death of any person and any loss of or damage to any property that is caused by, alleged to be caused by, arising out of, or in connection with the firm's work to be performed hereunder.

This release shall apply regardless of whether said claims, demands, and causes of action are covered in whole or in part by insurance and regardless of whether such injury, death, loss, or damage was caused in whole or in part by insurance and regardless of whether such injury, death, loss or damage was caused in whole or in part by the negligence of the City, any other party released hereunder, the firm, or any third party.



TERMS AND CONDITIONS:

MULTIPLE CONTRACTORS: The City reserves the right to make a single award or multiple awards, whichever are in the best interest of the City.

DOCUMENTATION: Respondent shall provide with this response all documentation required by this RFP. Failure to provide this information may result in rejection of proposal.

TAX EXEMPTION: The City is not liable to respondent for any federal, state, or local taxes for which the City is not liable by law, including state and local sales and use taxes (Section 151.309 and Title 3, Texas Tax Code) and federal excise tax (Subtitle D of the Internal Revenue Code). Accordingly, those taxes may not be added to any item. The City's Tax Exemption Certificate will be furnished by the City on request of the respondent.

DISCUSSIONS: Formal or informal communication involving an oral or written exchange of information for the primary purpose of obtaining information essential for determining the acceptability of a proposal may occur. Any discussions of this nature are only intended to clarify the City's understanding of submissions.

EVALUATION PROCESS: It is the City's intent to enter into a contract with the Vendor that offers the "best value" for the desired project. After receipt of the proposals, City of League City will evaluate the proposals based upon the evaluation criteria set forth in the Request for Proposal. The City has, at its sole discretion, the ability to negotiate with the respondent determined to be the highest ranked after completion of the evaluations.

The City may elect to conduct discussions with the respondents deemed to be in the competitive range for award. If discussions are held, respondents identified in the competitive range will be given equal opportunity to discuss and submit revisions to their proposals. Revisions of proposals are accomplished by formally requesting Best and Final Offers (BAFOs) at the conclusion of discussions with a deadline set for receipt of BAFOs and including instructions as to exactly what should be submitted in response to the BAFO. After consideration of all BAFO responses, the City will select the top ranked respondent, and will enter into contract negotiations.

COSTS TO SUBMIT: The City of League City will not be liable for any costs incurred by any respondent in preparation of a submittal in response to this request, in conduct of a presentation, or any other activities related to the response of this RFP.

INSURANCE REQUIREMENTS: Contractor shall maintain, at his sole cost, at all times while performing work hereunder, the insurance and bond coverage set forth below with companies satisfactory to the Owner with full policy limits applying, but not less than stated. A certificate evidencing the required insurance and specifically citing the indemnification provision set forth in the Agreement shall be delivered to the Owner within fifteen (15) days that Notice to Proceed has been accepted by Contractor.



- (1) Workman's Compensation Insurance as required by laws and regulations applicable to and covering employees of Contract engaged in the performance of the work under this agreement with a limit of not less than \$1,000,000.00;
- (2) Employers Liability Insurance protecting contractor against common law liability, in the absence of statutory liability, for employee bodily injury arising out of the master-servant relationship with a limit of not less than \$100,000.00.
- (3) Comprehensive General Liability Insurance including products/completed operation with limits of liability of not less than: Bodily Injury \$1,000,000.00 per each person, \$1,000,000.00 per each occurrence/\$2,000,000.00 aggregate; Property Damage \$1,000,000.00 per each occurrence;
- (4) Excess Liability Insurance Comprehensive General Liability, Comprehensive Automobile Liability and coverages afforded by the policies above, with the minimum limits of \$5,000,000.00 excess of specified limits;

ADDENDA: Any interpretations, corrections or changes to this Request for Proposal and specifications will be made by addenda. Sole issuing authority of addenda shall be vested in the City of League City Purchasing Office. Any changes to specifications will be made in writing and posted on the City's website at: <http://leaguacity.com/bids.aspx>. Respondents shall acknowledge receipt of all addenda on the Bidder Certification/Addenda Acknowledgement form found within this document.

LATE PROPOSALS: Proposals received by the City after the submission deadline will be considered void and unacceptable. City of League City is not responsible for lateness or non-delivery of mail, carrier, etc. The date/time stamp at the Receptionist's desk at City of League City, City Hall shall be the official time of receipt.

ALTERING PROPOSALS: Proposals cannot be altered or amended after submission deadline. Any alterations or erasures made before opening time and must be initialed by the signer of the proposal, guaranteeing authenticity.

AWARD: The City has the right to award a contract upon the conditions, terms and specifications contained in a proposal submitted to the City for a period of up to ninety (90) days following the date specified for the opening of proposals.

Because the City is a governmental entity that must follow State and Federal laws and has an obligation to protect its taxpayers, the City requires that certain terms be included in the contract that result from this solicitation. Your response to this solicitation is an offer to contract with the City based on the terms, conditions, and specifications contained in this solicitation. If any of the mandatory contract terms are unacceptable to you, please do not respond to this solicitation.

CONFLICTING PROVISIONS: The contract consists only of the City prepared contract and any additional City or respondent contract documents incorporated by reference as a part of the contract. If a conflict or



inconsistency exists between the City prepared contract and a document incorporated by reference, the City prepared contract controls. If a conflict or inconsistency exists between an additional contract document incorporated by reference, the City's additional contract document takes precedence over the respondent's additional contract document.

PAYMENT PROVISIONS: The City's payments under the contract, including the time of payment and the payment of interest on overdue amounts, are subject to Chapter 2251, Texas Government Code.

LIABILITY AND INDEMNITY: Any provision of the contract is void and unenforceable if it: (1) limits or releases either party from liability that would exist by law in the absence of the provision; (2) creates liability for either party that would not exist by law in the absence of the provision; or (3) waives or limits either party's rights, defenses, remedies, or immunities that would exist by law in the absence of the provision. (Section 5, Article XI, Texas Constitution)

CONFIDENTIALITY: Any provision in the contract that attempts to prevent the City's disclosure of information subject to public disclosure under federal or Texas law or regulation, or court or administrative decision or ruling, is invalid. (Chapter 552, Texas Government Code)

CONTRACTUAL LIMITATIONS PERIOD: Any provision of the contract that establishes a limitations period that does not run against the City by law or that is shorter than two (2) years is void. (Sections 16.061 and 16.070, Texas Civil Practice and Remedies Code)

GOVERNING LAW AND VENUE: Texas law governs this contract and any lawsuit on this contract must be filed in a court that has jurisdiction in Galveston County, Texas.

CONFLICT OF INTEREST: No public official shall have interest in this contract accept in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5, Subtitle C, Chapter 171.

ETHICS: The respondent shall not offer or accept gifts or anything of value or enter into any business arrangement with any employee, official or agent of City of League City. More than one proposal on any one contract from a respondent or individual under different names shall be grounds for rejection of all proposals in which the respondent or individual has an interest. One or all proposals will be rejected if there is any reason to believe that collusion exists between respondents. Respondents must make every effort to comply Chapter 176 of the Texas Local Government Code. Chapter 176 mandates the public disclosure of certain information concerning persons doing business or seeking to do business with the City of League City, including affiliations and business and financial relationships such persons may have with City of League City officers. By doing business or seeking to do business with the City of League City, including submitting a response to this Request for Proposals, you acknowledge that you have been notified of the requirements of Chapter 176 of the Texas Local Government Code and you are representing that you are in compliance with them.

Conflict of Interest Questionnaire found within this document must be completed and turned in with each proposal.



PURCHASE ORDER: City of League City may generate a purchase order to the successful respondent. The purchase order number must appear on all invoices, packing lists and all related correspondence. City of League City will not be responsible for any orders placed and/or delivered without a valid purchase order number.

DELIVERY: Any delivery and freight charges (FOB City of League City designated location) are to be included in the proposal price.

INVOICES: Submitted for payment shall be e-mailed to: City of League City, Accounts Payable at, accountspayable@leaguecity.com and shall reference the City of League City approved purchase order number. Invoices can be mailed to Attn: Accounts Payable, to the address: 300 W. Walker St., League City, TX 77573. Periodic payments will be made within thirty (30) days of invoice date or satisfactory delivery of the product or service, whichever is later, provided that all other requirements as detailed in the contract have been fulfilled.

WARRANTY: Successful respondent shall warrant that all items or services shall conform to the proposed specifications and all warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title.

PATENTS/COPYRIGHTS: The successful respondent agrees to protect City of League City from claims involving infringements of patents and/or copyrights. **TERMINATION OF CONTRACT:** The City of League City reserves the right to terminate the contract immediately in the event the successful respondent:

1. Fails to complete project in a timely manner agreed upon by both parties;
2. Otherwise fails to perform in accordance with this contract;
3. Becomes insolvent and/or files for protection under bankruptcy laws.

Such termination is in addition to and not in lieu of any other remedies that City of League City may have in law or equity. Respondent, in submitting this proposal, agrees that City of League City shall not be liable to prosecution for damages in the event that the City declares the respondent in default.

TERMINATION FOR CONVENIENCE: The contract may be terminated, without penalty, by either party by providing thirty (30) days' written notice to the other party.

NOTICE: Any notice provided by this RFP or required by law to be given to the successful respondent by City of League City shall be deemed to have been given and received on the next business day after such written notice has been deposited in the U. S. mail in League City, Texas, by Registered or Certified Mail with sufficient postage affixed thereto, addressed to the successful respondent at the address so provided; provided this shall not prevent the giving of actual notice in any other manner.

ASSIGNMENT: The successful respondent shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written consent of City of League City.

INTERLOCAL AGREEMENT: Chapter 791, Texas Government Code and Chapter 271, Subchapter F, Texas Local Government Code, authorizes cities to enter into Interlocal purchasing agreements to take



advantage of potential cost savings resulting from cooperative purchasing efforts. Successful contractor(s) agree(s) to extend prices and terms to all entities, who have entered into or will enter into joint Purchasing Interlocal Cooperation Agreements with the City of League City.

CONTINGENCIES: Before submitting their bid, Proposers should make a careful examination of the scope of work and of the difficulties involved in its proper execution. Proposers should include in their proposal all costs they deem proper and sufficient to cover all contingencies essential to the completion of the compensation and classification study, notwithstanding that every item or contingency is not specifically mentioned herein.

CERTIFICATE OF INTERESTED PARTIES: Applies to all contracts that must be approved by the City Council. In accordance with House Bill 1295, for certain contracts entered into on or after January 1, 2016, the successful proposer must submit a *Certificate of Interested Parties (Form 1295)* at the time the signed contract is submitted to the City. This applies to any contract of any amount that must be approved by the City Council. Form 1295 must be filed electronically with the Texas Ethics Commission using the online filing application located at: <https://www.ethics.state.tx.us/File/>

HB 1295: Beginning January 1, 2016, state law requires awarded vendors contracting with the City to complete and submit the Certificate of Interested Parties (Form 1295). This form is located on the Texas Ethics Commission website and should be completed and submitted upon notification of pending award at https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm.

HB 89: Beginning September 1, 2017, state law prohibits governmental entities from contracting with companies who boycott Israel. The Texas State Comptroller maintains a list of companies that boycott Israel. Inclusion on this list will prevent the City of League City from entering into a contract with the contractor. Below is a link to the list.

<https://comptroller.texas.gov/purchasing/publications/divestment.php>

SB 252: Beginning September 1, 2017, a governmental entity may not enter into a governmental contract with a company that does business with Iran, Sudan, or any known terrorist organization. The Texas State Comptroller maintains a list of companies known to have contracts with or provide supplies or services to a foreign terrorist organization. Inclusion on this list will prevent the City of League City from entering into a contract with the contractor. Below is a link to the list.

<https://comptroller.texas.gov/purchasing/publications/divestment.php>

PROPOSER CERTIFICATION AND ADDENDA ACKNOWLEDGEMENT

By signature affixed, the bidder/proposer certifies that neither the bidder nor the firm, corporation, partnership, or institution represented by the bidder, or anyone acting for such firm, corporation, or institution has violated the anti-trust laws of this State, codified in Section 15.01, et seq., Texas Business and Commerce Code, or the Federal antitrust laws, nor communicated directly or indirectly the bid made to any competitor or any other person engaged in such fine of business.

Bidder has examined the specifications and has fully informed themselves as to all terms and conditions. Any discrepancies or omissions from the specifications or other documents have been clarified with City representatives and noted on the bid submitted.

Bidder guarantees product offered will meet or exceed specifications identified in this RFP.

Bidder must initial next to each addendum received in order to verify receipt:

Addendum #1 _____ Addendum #2 _____ Addendum #3 _____

Addendum #4 _____ Addendum #5 _____ Addendum #6 _____

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE PROPOSAL SUBMISSION

Tab A- Qualifications & Experience

Deli Management, Inc. DBA Jason's Deli is a family owned and community focused since 1976. We have 275 deli locations in 28 states. We have our main corporate office in Beaumont, TX along with field offices located in: Grand Prairie, TX , Houston, TX and Atlanta, GA.

We have over 6000 employees in the whole company. We were one of the first groups to remove artificial trans fats from our food. We have also eliminated the following:

High fructose corn syrup
Processed MSG
Dyes
Artificial flavors & colors

Your local deli that will be able to assist is:

Jason's Deli
2755 Gulf Freeway South
League City, Texas 77573
Phone: 281-309-0007
Email: LCT@Jasonsdeli.com

Our Managing Partner for this deli location is Matt McCurley

Matt and his deli team will be your primary contact for ordering and quotes.

Kimberly Sherman will be your Corporate Contact. She is based out of our Southern Regional Office in Houston, TX. She has been with Deli Management, Inc. for 6 years and has experience organizing and executing large events, quotes, orders of all sizes and is extremely organized/detail oriented.

Jason's Deli Southern Regional Office
13231 Champion Forest Drive Suite 208
Houston, TX 77069
Phone: 713-780-1230
Email: Bid@Jasonsdeli.com

B. Describe the experience of your organization in the last 36 months in performing services of similar size and scope.

On March 27th, 2019 we had organized catering for 8 Southwest Airlines Offices across the United States. It was 2 deliveries per day per location. The amount of employees to be fed ranged from 96-430. Kimberly Sherman organized the orders and was the point of contact to

oversee the operation for each delivery to ensure everything went smoothly. The deli locations worked to get all deliveries made and out at the time specified. They did a wonderful job and Southwest Airlines was very pleased with the food and execution of the deliveries.

We have been a sponsor for the Kaiser Permanente for years and Kimberly Sherman was one of the main organizers for years 2018-2019. Over 70+ teams participated ranging from individual boxes to serving 550 + guests for one group. She was able to organize the orders successfully and submitted everything to each deli accordingly. With so many teams and deliveries at the World Congress Center in Atlanta, GA. We had deli teams from our local deli's come help distribute each order and to assist our guests with anything additional they needed.

The past 3 months, we have been working with the City of Austin Office of Emergency Management to provide breakfast, lunch and dinner ranging from 60-100 guests. We are providing meals for the hospital overflow due to Covid 19.

C. Provide sufficient documentation that your organization is well versed in FEMA documentation and reimbursement

We are very familiar with the SAM system and their billing. We have done multiple orders in the past for FEMA during the past hurricane seasons.

We are also contracted with the State of Texas to provide meals for the hospital overflow due to Covid 19. We also are working with the Department of Public Safety on last minute orders to feed about 90 for breakfast, lunch and dinner.

Tab B- Project Methodology

- A. Describe in detail, how the service will be provided. Include a mobilization response time once a disaster is declared.

In the event a disaster is declared, please contact your local Jason's Deli at 281-309-0007. We will be able to assist you with the catering you will need and get it out to you when requested. Our Management Team and Deli Teams will do our best to quickly put everything together and delivered accordingly. We will drive to the specified location and set up your meals. I have enclosed a copy of our menu for your convenience.

- B. Submit Clarification of services provided- preparation of meals, serving of meals, delivery of meals offsite, ration of personnel per persons being fed/served.

We can prepare meals "box lunch style" for easy distribution to all personnel. Each box will come with the entrees, sides to accompany and all applicable utensils to go with the meal. Napkin and condiments included as well. Depending on the number of meals to be distributed, we will send enough employees to help ensure the delivery goes smoothly.

- C. Provide a list of menu items that can be prepared and provided for this service. Include food options for employees with food restrictions, i.e. diabetics, gluten free, vegetarian, etc.

Breakfast options:

Breakfast Options	Description	Price
Southwest breakfast Wrap Box with a cup of fresh fruit	Southwest Wraps featuring our fresh-made pico de gallo, fresh-cracked eggs, cheese and your choice of breakfast meats, paired with Veggie Breakfast Wraps, all on organic wheat wraps. Served with fresh-made salsa served in a box with a Cup of fresh	\$7.99

	cut fruit	
Sammie Breakfast Box with a Cup of Fresh Fruit	Flatbread sandwiches featuring fresh-cracked eggs and melted Muenster. Includes an assortment of nitrite-free ham, breakfast sausage, crispy bacon and vegetarian option served in a box with a Cup of fresh cut fruit	\$7.99
Sunshine Breakfast Sandwich Box with a Cup of fresh fruit	Your choice of nitrite-free ham, breakfast sausage or crispy bacon with fresh-cracked eggs and melted cheddar, served on organic ancient grain buns and all-butter croissants. Veggie Breakfast Wraps available	\$7.99

Lunch Options	Description	Description
Chicken on a Bun Box	A grilled chicken breast on an Ancient Grain Bun with Lettuce tomato and aioli. Chips, pickle, Dessert Choice.	\$7.39
Club Royale Box	Nitrite-free ham, roasted turkey breast, bacon, cheddar, Swiss, leafy lettuce and tomato on a croissant Chips,	\$7.39

	pickle, Cookie	
Italian Cruz Box	Nitrite-free ham, salami, Italian peppers, Asiago, shredded lettuce, Roma tomatoes, stone-ground mustard, Italian dressing, toasted New Orleans French bread. Chips, pickle, Dessert Choice.	\$7.39
Mgrs Special Box	Ham, Turkey, Chicken Salad , leafy lettuce, tomato, Deluxe Bread Choice and assorted cheese, pickle, cookie .Caesar Salad, & Tossed Salad	\$8.99
Vegetarian Box	Organic spinach, fresh-made guacamole and pico de gallo, mushrooms and Asiago, in an organic wheat wrap. Served with salsa. Chips, pickle, Dessert Choice.	\$8.79
Community Box	Ham, Turkey, Chicken Salad , leafy lettuce, tomato, Deluxe Bread Choice and assorted cheese. Chips, pickle, Dessert Choice.	\$6.99
Dinner Options	Description	Price

Meatball & Marinara Dinner	5 MeatBalls & Marina, Garlic mashed Potatoes, Steamed Vegetables Focaccia Bread and a Brownie	\$13.59
Pasta Feast Dinner	A choice of Chicken Alfredo or Chicken Pasta Primo served with Focaccia Bread, a tossed Salad and a Brownie.	\$12.59
Chicken Breast Dinner	A Grilled Chicken served with Broccoli rice casserole, Steamed Vegetables and Brownie.	\$13.59
Pasta Feast Dinner	A choice of Chicken Alfredo or Chicken Pasta Primo served with Focaccia Bread, a tossed Salad and a Brownie.	\$12.59
Potato & Salad	A Pollo Potato, a tossed Salad and a Brownie.	\$13.59

D. Submit information on bag lunch options and information on availability of meals that can be delivered to offsite personnel upon request.

We can provide the above meals as a "bag lunch option" too. We will label the contents on the bag to ensure easy distribution to personnel.

E. Submit a list of responsibilities the city would need to provide to the proposer to accomplish this service.

We prepare the meals in house and transport them in the appropriate hot/cold bags to keep everything to temperature when we arrive. If you would like to have the meals arranged in a

certain way, please provide any tables, chairs, etc so we can set everything up and out accordingly.

F. Submit plans in the event that the City requires a mobile kitchen(s)

Please give the deli a call and we can deliver to your mobile kitchen. Our meals will be prepared and packed at the deli for your convenience. So, as soon as we arrive we will just need to set up accordingly for easy distribution.

Tab C- Pricing and Fees

Each meal listed below is the price per meal/per person. The only fee we will charge is \$7.00 each time we send out a delivery driver with your meals.

All meals ordered come with their applicable utensils (packet with knife, fork, spoon, salt and pepper), applicable condiments (mayo and mustard packets) and napkins with no additional charge.

We will help set up your meals with no additional fee as well.

Cups, ice, sweeteners, straws and lemons will be provided if a beverage service is purchased with the ice tea, sweet tea, black currant tea or hibiscus tea for \$10.28 per gallon (serves 10-12)

If you would like a lemonade gallon with beverage service, we will also include the cups, straws and ice for \$11.78 (serves 10-12)

Also available are individual cans of soda: Coke, Diet Coke, Dr. Pepper, Diet Dr. Pepper or Sprite for \$1.39 each can.

Lunch Options	Description	Description
Chicken on a Bun Box	A grilled chicken breast on an Ancient Grain Bun with Lettuce tomato and aioli. Chips, pickle, Dessert Choice.	\$7.39
Club Royale Box	Nitrite-free ham, roasted turkey breast, bacon, cheddar, Swiss, leafy lettuce and tomato on a croissant Chips, pickle, Cookie	\$7.39

Italian Cruz Box	Nitrite-free ham, salami, Italian peppers, Asiago, shredded lettuce, Roma tomatoes, stone-ground mustard, Italian dressing, toasted New Orleans French bread. Chips, pickle, Dessert Choice.	\$7.39
Mgrs Special Box	Ham, Turkey, Chicken Salad , leafy lettuce, tomato, Deluxe Bread Choice and assorted cheese, pickle, cookie .Caesar Salad, & Tossed Salad	\$8.99
Vegetarian Box	Organic spinach, fresh-made guacamole and pico de gallo, mushrooms and Asiago, in an organic wheat wrap. Served with salsa. Chips, pickle, Dessert Choice.	\$8.79
Community Box	Ham, Turkey, Chicken Salad , leafy lettuce, tomato, Deluxe Bread Choice and assorted cheese. Chips, pickle, Dessert Choice.	\$6.99
Dinner Options	Description	Price

Meatball & Marinara Dinner	5 MeatBalls & Marina, Garlic mashed Potatoes, Steamed Vegetables Focaccia Bread and a Brownie	\$13.59
Pasta Feast Dinner	A choice of Chicken Alfredo or Chicken Pasta Primo served with Focaccia Bread, a tossed Salad and a Brownie.	\$12.59
Chicken Breast Dinner	A Grilled Chicken served with Broccoli rice casserole, Steamed Vegetables and Brownie.	\$13.59
Pasta Feast Dinner	A choice of Chicken Alfredo or Chicken Pasta Primo served with Focaccia Bread, a tossed Salad and a Brownie.	\$12.59
Potato & Salad	A Pollo Potato, a tossed Salad and a Brownie.	\$13.59

Tab D- References

School System: Dallas Independent School District
Contact Name: Ramonda Goodwin Reed
Address: 2909 N Buckner Blvd Dallas, TX 75228
Phone: 972-925-8822
Email: Rgoodwinreed@dallasisd.org

School System: Plano Independent School District
Contact Name: Etedal Espino
Address: 2700 West 15th Street Plano, TX 75075
Phone: 469-752-0284
Email: etedal.espino@pisd.edu

School System: Humble Independent School District
Contact Name: Kelly Davis
Address: 4810 Magnolia Cove Drive Kingwood, TX 77345
Phone: 281-641-8320
Email: kelly.davis@humbleisd.net

School System: Pasadena Independent School District
Contact Name: Patricia Dardon
Address: 1515 Cherrybrook Lane Pasadena, TX 77502
Phone: 713-740-0393
Email: pdardon@pasadenaisd.org

School System: Clear Creek Independent School District
Contact Name: Barbara Hogue
Address: 2425 East Main Street League City, TX 77573
Phone: 281-284-0000
Email: bhogue@ccisd.net

We have catered and sent individual meals to all of the above schools. We are currently contracted with them all and have been for many years. Our majority of work for these schools is catering for small/large meetings, orientations, fundraisers, events, etc. We have served groups as small as 5 to hundreds of staff and students. We are very familiar with catering for small and large groups. We also provide same day service if any meetings come up last minute. Please give your local deli a call for estimated delivery times.

Tab E- Forms

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

FORM CIQ

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

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

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

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

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

Devi Management, Inc.

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.

N/A

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 KSm
Signature of vendor doing business with the governmental entity

July 13, 2020
Date

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

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

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

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

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

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

(2) the vendor:

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

- (i) a contract between the local governmental entity and vendor has been executed;
- or
- (ii) the local governmental entity is considering entering into a contract with the vendor;

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

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

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

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

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

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

(1) the date that the vendor:

- (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
- (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

- (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
- (B) that the vendor has given one or more gifts described by Subsection (a); or
- (C) of a family relationship with a local government officer.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

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

Deli Management, Inc.
Beaumont, TX United States

Certificate Number:
2020-643679

Date Filed:
07/13/2020

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

The City of League City

Date Acknowledged:

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

20-EM-006
Disaster Catering

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

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is Kimberly Sherman, and my date of birth is 06-07-83.

My address is 350 Pine St. Suite 1775, Beaumont, TX, 77701, USA.
(street) (city) (state) (zip code) (country)

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

Executed in Harris County, State of Texas, on the 13 day of July, 20 20.
(month) (year)

KSh

Signature of authorized agent of contracting business entity
(Declarant)



THE FOLLOWING FEDERALLY REQUIRED CONTRACT CLAUSES, OR SIMILAR CLAUSES, WILL BE REQUIRED FOR ALL CONTRACTS RESULTING FROM THIS SOLICITATION.

Please sign the last page to acknowledge these clauses and include in the forms section of your response.

1. Equal Employment Opportunity.

During the performance of this contract, the contractor agrees as follows:

- a) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- b) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- c) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- e) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- f) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such



direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

2. Davis Bacon Act and Copeland Anti-Kickback Act.

- a) In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.
- b) The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Compliance with the Copeland "Anti-Kickback" Act.

- a) Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- b) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- c) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

3. Contract Work Hours and Safety Standards Act.

Compliance with the Contract Work Hours and Safety Standards Act.

- a) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- b) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including



watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section .

- c) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- d) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

4. Clean Air Act and the Federal Water Pollution Control Act

Clean Air Act

- a) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- b) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- c) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

- a) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- b) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency,



and the appropriate Environmental Protection Agency Regional Office.

- c) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

5. Debarment and Suspension.

- a) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- b) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- c) This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- d) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.



6. Byrd Anti-Lobbying Amendment.

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.”

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding \$100,000) The undersigned [Contractor] certifies, to the best of his or her knowledge, 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 of this 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). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, Dei Management, Inc, 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.

KS

Signature of Contractor's Authorized Official

Kimberly Sherman

Name and Title of Contractor's Authorized Official

July 13, 2020

Date



7. Procurement of Recovered Materials.

- a) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—
 - (i) Competitively within a timeframe providing for compliance with the contract performance schedule;
 - (ii) Meeting contract performance requirements; or
 - (iii) At a reasonable price.
- b) Information about this requirement, along with the list of EPA- designate items, is available at EPA’s Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

8. Additional FEMA Requirements.

- a) The contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- b) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- c) The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

9. DHS Seal, Logo, and Flags.

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre- approval.

10. Compliance with Federal Law, Regulations, and Executive Orders.

This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

11. No Obligation by Federal Government.

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.



12. Program Fraud and False or Fraudulent Statements or Related Acts.

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

Kimberly Sherman

(PRINT NAME OF SIGNATORY)

KSm.

(SIGNATURE)

July 13, 2020

(DATE)



Request for Taxpayer Identification Number and Certification

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

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

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. Dell Management INC		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) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	2 Business name/disregarded entity name, if different from above dba Jason's Dell		
	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. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input checked="" type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ <small>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.</small> <input type="checkbox"/> Other (see instructions) ▶ _____		
	5 Address (number, street, and apt. or suite no.) See instructions. 350 Pine St, Ste 1775		Requester's name and address (optional)
	6 City, state, and ZIP code Beaumont, TX 77701-2437		
	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									
7	6	-	0	0	7	5	6	6	0

Part II Certification

Under penalties of perjury, I certify that:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below); and
- 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 ▶ 1-16-2020
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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-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.