

**REQUEST FOR PROPOSAL  
FOR  
NUTRITION CONSULTING SERVICES**

**RFP No. TMC2018-001**

**ISSUED BY:**

**TMC  
“TEACHING & MENTORING COMMUNITIES”**



**5215 McPherson Road  
Laredo, Texas 78041**

**ISSUE DATE:  
February 9, 2018**

**DUE DATE & TIME:  
Wednesday-February 28, 2018  
3:00 P.M. (CST)**

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## A. INTRODUCTION

Texas Migrant Council, Inc. (TMC) is a private, nonprofit organization that was chartered in 1971. It had its beginnings in 1969 as a Head Start program to serve the children of migrant farm workers from the state of Texas. From its beginnings as a Head Start program, TMC has now evolved into an interstate, multi-service organization that provides health care, day care, adult education, and job training through coordination with state, federal and local agencies.

The Headquarters of TMC is located in Laredo, Texas. Under the Migrant Head Start Program are four permanent, regional offices, each with its own director and staff. Under each of the regional offices are, in turn, several centers. Three of the regional offices are in Texas and one in Ohio. TMC operates in Texas, Ohio, New Mexico, Oklahoma, Indiana, Iowa and Nevada.

TMC receives Federal funding from the Department of Health and Human Services and State funding from the Texas Workforce Commission. Funding amount in between both entities approximates Seventy-Five Million Dollars (\$75,000,000.00) per Fiscal Year.

## B. NOTICE TO RESPONDENTS

1. TMC ("TMC") is accepting competitive sealed proposals to contract with a qualified firm/contractor to provide Nutrition Counseling Services in accordance with the terms, conditions, and requirements set forth in this Request for Proposal, RFP No. TMC2018-001.

### RFP Project Timetable

RFP Issue Date	Friday-February 9, 2018
Question Submission Deadline	Thursday- February 15, 2018 at 5:00 p.m.
Question Response Deadline	Monday – February 19, 2018 at 5:00 p.m.
RFP Closing Date	Wednesday-February 28, 2018 at 3:00 p.m. CST
Selection of Contractor	Tuesday-March 6, 2018
Award Date	Tuesday-March 6, 2018
Contract Date	Monday-March 12, 2018
Service Start Date	Monday-March 19, 2018

2. TMC will accept proposals until Wednesday – February 28, 2018, at 3:00p.m. (CST)  
Proposals shall be mailed or delivered to:

TMC  
P. O. Box 2579  
Laredo, Texas 78044-2579  
Or  
5215 McPherson Road  
Laredo, Texas 78041

ATTN: Sandra E. Caudillo, Purchasing & Contract Manager

Show the Request for Proposal number and submittal date on the sealed proposal envelope (box/container).

3. Any questions or concerns regarding this Request for Proposal shall be directed to:

Sandra E. Caudillo, Purchasing & Contract Manager  
Phone: (956) 722-5174 ext. 1156  
FAX: (956) 722-0803

Any questions or concerns regarding the Scope of Work and Specifications shall be directed to:

Additional questions, submitted by e-mail, will be accepted through February 15, 2018 at 5:00 p.m. (CST). Responses by TMC will be provided by no later than February 19, 2018 at 5:00 p.m. (CST). Questions and answers will be disseminated to all parties requesting RFP packets.

4. The successful respondent will be required to enter into an agreement in the form attached hereto as **Exhibit B**. The Agreement, the Terms and Conditions in this Request for Proposal, the Execution of Offer, and Respondent's Proposal, Respondent's Questionnaire and all addenda and amendments issued will be considered the Contract.
5. Responses to inquiries, which directly affect an interpretation or change to this RFP will be issued in writing by addendum (amendment) and mailed to all parties recorded by TMC as having received a copy of the RFP. All such addenda issued by TMC prior to the time that proposals are received shall be considered part of the RFP. Only those inquiries TMC replies to which are made by formal written addenda shall be binding. Oral and other interpretations or clarification will be without legal effect.
6. Contract Award Process: After opening of proposals, an award may be made on the basis of the proposals initially submitted, without discussion, clarification or modification, or on the basis of negotiation with any of the Respondents or, at TMC's sole option and discretion, TMC may discuss or negotiate all elements of the proposal with selected Respondents. For purposes of negotiation, a competitive range of acceptable or potentially acceptable proposals may be established comprising the highest rated proposal(s). After the submission of a proposal but before making an award, TMC may permit the Respondent to revise the proposal in order to obtain the best and final offer. TMC reserves the right to award a Contract for all or any portion of the requirements proposed by reason of this request, award multiple Contracts, and reject any and all proposals if deemed to be in the best interests of TMC, or re-solicit for proposals. If TMC awards a contract, it will award the contract to the Respondent whose proposal is the most advantageous to TMC, considering price and the evaluation factors set forth in this RFP.
7. Criteria for Selection: The Respondent selected for an award will be the Respondent whose proposal, as presented in the response to this RFP, is the most advantageous to TMC. TMC is not bound to accept the lowest priced proposal if that proposal is not in the best interest of TMC as determined by TMC.

Proposals will be evaluated by TMC Migrant and Seasonal Head start staff, the panel may be composed by program area directors (PADs), MSHS Director, the MSHS budget director, and CCFP Nutrition Director.

The criteria evaluating proposals and the selection of the successful respondent for this award; shall be based primarily on the factors listed below:

- |    |   |     |
|----|---|-----|
| a. | The respondent’s demonstrated competence in conducting Nutrition Consulting Services, Assessments, Evaluations, and Recommendations. A brief description of the respondent’s work history with Nonprofit Organizations or Federal Contractors.                          | 20  |
| b. | The qualifications, education, and experience of the individuals proposed to conduct the consulting services. Copies of business licenses, professional certifications, memberships, or other credentials. <u>Copy of current registration and license is required.</u> | 15  |
| c. | The ability to conduct provision of service in an uninterrupted manner and in accordance to established time frames.  | 15  |
| d. | A detailed cost proposal, including hourly rates, any travel costs, and other expenses.   | 25  |
| e. | The quality of references from past customers/programs similar to TMC of respondent. (A minimum of 3 references to be submitted for verification by TMC)  | 15  |
| f. | Responses to questions on Section G   | 10  |
|    | Total   | 100 |
- 
8. Submission of a proposal indicates Respondent's acceptance of the evaluation technique and Respondent's recognition that some subjective judgments must be made by TMC during the assigning of points.
  9. Late proposals properly identified will be returned to Respondent unopened. Late proposals will not be considered under any circumstances.
  10. Telephone proposals are **not** acceptable when in response to the Request for Proposal.
  11. Facsimile (“FAX”) proposals are **not** acceptable when in response to this Request for Proposal.

## B. PROPOSAL REQUIREMENTS

### 1. General Instructions

- a. Respondents should carefully read the information contained herein and submit a complete response to all requirements and questions as directed.
- b. Proposals and any other information submitted by Respondents in response to this Request for Proposal shall become the property of TMC.
- c. TMC will not provide compensation to Respondents for any expenses incurred for proposal preparation or for any demonstrations that may be made, unless otherwise expressly stated.
- d. Proposals which are qualified with conditional clauses, or alterations, or items not called for in the RFP documents, or irregularities of any kind are subject to disqualification by TMC, at its option.
- e. TMC makes no guarantee that an award will be made as a result of this RFP, and reserves the right to accept or reject any or all proposals, waive any formalities or minor technical inconsistencies, or delete any item/requirements from this RFP or resulting contract when deemed to be in TMC's best interest.
- f. TMC is an Equal Opportunity Employer; we do not discriminate on the basis of race, religion, color, sex, age, national origin, disability or sexual orientation.
- g. Failure to comply with the requirements contained in this Request for Proposal may result in the rejection of your proposal.

### 2. Preparation and Submittal Instructions

- a. Respondents must complete, sign and return the attached Execution of Offer as part of their proposal response. Proposal must be signed by Respondent's company official authorized to commit such proposals. Failure to sign and return these forms will subject your proposal to disqualification.
- b. Responses to this RFP must include answers to questions in Section G. It is not necessary to repeat the question in your response; however, it is essential that you reference the question number with your response corresponding accordingly.
- c. Number of Copies: Submit a total of **five (5)** complete copies of the entire response. An original signature must appear on the Execution of Offer of at least one (1) copy submitted.

- d. A proposal may be withdrawn and resubmitted any time prior to the time set for receipt of proposals. No proposal may be withdrawn after the submittal deadline without approval by TMC.
  - e. Validity Period: Proposals are to be valid for TMC's acceptance for a minimum of 90 days from the submittal deadline date to allow time for evaluation, selection, and any unforeseen delays. Proposals, if accepted, shall remain valid for the life of the Contract.
3. Pricing Schedule
- a. Respondent must complete the Pricing Schedule. If more space is needed, respondents may attach additional pages.
4. Firms/Respondents are instructed to complete, sign and return the following documents as a part of their proposal submittal. Failure to return these documents may subject your proposal to disqualification.
- a. Signed and completed Execution of Offer
  - b. Signed and completed Pricing Schedule
  - c. Signed and completed Respondent Questionnaire
  - d. Signed and completed Certification Forms
  - e. Copy of current registration and license certificate.



## C. STANDARD TERMS AND CONDITIONS

1. General: These General Terms and Conditions shall be made a part of and govern any Purchase Order and/or Contract, if any, resulting from this Request for Proposal.

2. Definitions: Whenever the following terms are used in these General Terms and Conditions or in the other Contract Documents the intent and meaning shall be interpreted as follows:

Contract Documents shall mean the documents that form the Contract between TMC and the Contractor. The Contract Documents consist of the Agreement, Conditions of the Contract (this Section – Standard Terms and Conditions), Scope of Work and Specifications, Pricing Schedule, Execution of Offer, and all Addenda and Amendments issued prior to and after the execution of the Contract.

TMC shall mean TMC

Respondent shall mean the individual, partnership, corporation, or other entity responding to this RFP.

Contractor shall mean the individual, partnership, corporation, or other entity awarded a Contract under this RFP, in accordance with the terms, conditions, and requirements herein.

3. Entire Agreement. The Contract Documents, for all intents and purposes, are intended as the complete and exclusive statement of the agreement between TMC and the Contractor and supersede all prior or contemporaneous agreements, negotiations or oral representations relating to the subject matter herein.

4. Time of Performance. Time is of the essence in the rendering of services hereunder. Contractor agrees to perform all obligations and render services set forth per this Contract in accordance with the schedules mutually agreed upon between TMC and Contractor during the term of this Contract.

5. Termination

a. Default: In the event that the Contractor fails to carry out or comply with any of the terms and conditions of the Contract with TMC, TMC may notify the Contractor of such failure or default in writing and demand that the failure or default be remedied within 15 days; and in the event that the Contractor fails to remedy such failure or default within the 15-day period, TMC shall have the right to cancel the Contract.

- b. Lack of Funding: The Contract may be terminated, without penalty, by TMC due to lack of funding from its funding source(s). TMC shall give thirty (30) days' written notice to the Contractor. In no event shall termination by TMC as provided for in this paragraph give rise to any liability on the part of TMC including, but not limited to, any claims of Contractor for compensation for anticipated profits, unabsorbed overhead, or interest on borrowing. TMC's sole obligation hereunder is to pay Contractor for products and/or services ordered prior to the date of termination.

6. Payment

- a. Payment to Contractor for services performed will be done upon completion of work and upon submittal of invoices.
- b. Any provision hereof to the contrary notwithstanding, TMC shall not be obligated to make any payment to Contractor hereunder if any one or more of the following conditions precedent exist:
  - 1) Contractor is in breach or default;
  - 2) Any part of such payment is attributable to services which are not performed in accordance with this Contract.

7. Independent Contractor. Contractor recognizes that it is engaged as an independent contractor and acknowledges that TMC will have no responsibility to provide transportation, insurance or other fringe benefits normally associated with employee status. Contractor, in accordance with its status as an independent contractor, covenants and agrees that it shall conduct itself consistent with such status, that it will neither hold itself out as nor claim to be an officer, partner, employee or agent of TMC by reason hereof, and that it will not by reason hereof make any claim, demand or application to or for any right or privilege applicable to an officer, partner, employee or agent of TMC.

8. Contract Amendments. The Contract may be amended within the contract period by mutual consent of the parties. No modifications or amendments to the Contract shall become valid unless in writing and signed by both parties.

9. Compliance with Law. Contractor is aware of, is fully informed about, and in full compliance with its obligations under existing applicable law and regulations, including:

- a. Title VI of the Civil Rights Act of 1964, as amended (42 USC 2000(D))

- b. Executive Order 11246 of September 14, 1965 (Equal Employment Opportunity), as amended by Executive Order 11375 of October 13, 1967
  - c. Non-segregated Facilities (41 CFR 60-1),
  - d. Fair Labor Standards Act of 1938, Sections 6, 7, and 12, as amended
  - e. Americans with Disabilities Act of 1990 (42 USC 12101 et seq.)
  - f. Contract Work Hours and Safety Standards Act, Sections 103 and 107 (40 USC 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5)
10. Access to Documents. To the extent applicable to this procurement, Contractor agrees to grant access by TMC, the Federal Grantor agency, the Comptroller General of the United States or any of their duly authorized representatives to any books, documents, papers and records of the Contractor, which are directly pertinent to this Contract, for the purpose of making audit, examination, excerpts, and transcriptions.
11. Acceptance of Products and/or Services. All products furnished and/or services performed under this Contract shall be to the satisfaction of TMC and in accordance with the scope of work, specifications, terms, and conditions of the Contract. TMC reserves the right to inspect the products furnished or the services performed, and to determine the quality, acceptability, and fitness of such products or services.
12. Sales and Use Tax. TMC, as a grantee of the U.S. Federal government, qualifies for exemption from sales tax.
13. Insurance. Contractor, consistent with its status as an independent contractor, shall carry and maintain, at least the following insurance during the term of this Agreement:
- a. Worker's Compensation                                      Statutory
  - b. Employer's Liability    \$ 500,000.00
  - c. Comprehensive General Liability:                      \$ 300,000.00 each occurrence  
     \$ 500,000.00 in the aggregate
  - d. Comprehensive Automobile Liability (Any auto, hired auto, non-owned auto)
    - 1) Bodily Injury:    \$ 300,000.00 each person  
     \$ 500,000.00 each occurrence
    - 2) Property Damage:    \$ 300,000.00 each occurrence

14. Indemnification

- a. To the fullest extent permitted by applicable law, the Contractor agrees to indemnify, protect and hold harmless TMC, representatives of the TMC, and their respective officers, directors and employees from and against all claims, damages, losses, causes of action, suits or judgments arising out of, caused by, or resulting from the performance of services, or provision of goods, by contractor pursuant to this contract, which are caused in whole or in part by any negligent act or omission of the contractor.
  - b. Contractor shall protect and indemnify the TMC from and against all claims, damages, judgments and loss arising from infringement or alleged infringement of any United States patent, or copyright, arising by or out of any of the services performed or goods provided hereunder.
15. Force Majeure. If either TMC or Contractor is delayed at any time in the performance of its obligations hereunder by economic industry-wide strikes, fire, unusual delay in deliveries, unavoidable casualties, or other causes reasonably beyond such Party's control and which could not have been reasonably anticipated by either TMC or Contractor, then the time for performance of such Party shall be extended by one (1) day for each day of such delay.
16. Non-Disclosure. Contractor and TMC acknowledge that they or their employees may, in the performance of the resultant Contract, come into the possession of proprietary or confidential information owned by or in the possession of the other. Neither party shall use any such information for its own benefit or make such information available to any person, firm, corporation, or other organization.
17. Patent and Copyright. Contractor shall pay for any royalties, license fees, copyrights or trade and service marks required to perform the services required by this Contract.
18. Governing Law. This contract and any resulting agreement or purchase order shall be construed and governed by the laws of the State of Texas.

## **D. SCOPE OF WORK AND SPECIFICATIONS**

### **1. Scope of Work**

TMC is seeking to contract for Nutrition Consulting Services, interested firms/individuals may submit proposal for all and or different areas of services listed on the scope of work. Consultant(s) must possess the experience and expertise to assist in the planning, assessing, evaluation, and recommendation of nutrition services to include but not limited to:

#### **Service Specifications**

- a. Provide special diet menus and medical nutrition assessment and/or consultation to TMC children in the Migrant Head Start Program (MSHS) and their families. Due to the age of the children, the families need to be included in the consultation session, even though the children are the primary focus of the service.
- b. Review children and/or family files, as necessary, to perform an analysis of a nutritional problem.
- c. Discuss findings with TMC MSHS personnel.
- d. Assist TMC MSHS personnel on nutritional resources or concerns.
- e. Refer children for medical examinations or casework to TMC approved physicians according to findings. List of these physicians will be provided to consultant upon request. Please note that physicians will differ throughout the centers.
- f. Complete appropriate TMC MSHS forms as necessary.
- g. Review/approve menus that meet the USDA CACFP requirements, Head Start Performance Standards, and are developmentally appropriate for the ages and feeding abilities of the children served.
- h. Ensure activities conducted in relation to this agreement comply with multicultural nutritional practices.
- i. Submit finding in SOAP (Subjective, Objective, Assessment and Plan) format for each visit.
- j. The successful respondent(s) will be required to be culturally sensitive to the population (Hispanic) served under the resultant contract. Spanish language proficiency is preferred but not required.

#### **Certifications**

The Nutrition Consultant must meet the following minimum requirements:

- a. Registered and licensed dietitian in the State of Texas.
- b. Holds current membership in the American Dietetic Association (ADA). Respondent must submit a copy of the license and current ADA number.

**Time of Performance**

- a. The Nutrition consultant will be asked to provide services mainly during the normal operating hours of the TMC centers (8:00 a.m. to 5:00 p.m.), however, consultant may be requested to provide services outside of this time frame.
- b. The Nutrition consultant will be expected to respond (via phone or email) to a request for services within 24 hours.

**Place of Performance**

The Nutrition Consultant will normally provide services at the centers listed on Exhibit A; however, the Consultant may be requested to make home visits.

**Term**

- a. The term of the agreement shall be from 3/19/2018 or the date executed by TMC, whichever is later, and will expire on 1/31/2019 unless sooner termination in accordance with the terms stated elsewhere in this Agreement.
- b. TMC shall reserve the right to renew this contract for a one (1) additional year period under the same general terms and conditions. TMC shall notify Contractor by written letter of its intent to renew the contract for each additional term options

## **E. EXECUTION OF OFFER**

**THIS SHEET MUST BE COMPLETED, SIGNED, AND RETURNED WITH RESPONDENT'S PROPOSAL. FAILURE TO SIGN AND RETURN THIS SHEET WILL RESULT IN THE REJECTION OF YOUR PROPOSAL.**

1. By signature hereon, Respondent offers and agrees to furnish the products and/or services at the prices quoted and comply with all terms, conditions, and requirements as set forth per the RFP documents contained herein.
2. By signature hereon, Respondent affirms that he has not given, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a TMC employee in connection with the submitted proposal.
3. By signature hereon, the Respondent hereby certifies that neither the Respondent nor the firm, corporation, partnership or institution represented by the Respondent, or anyone acting for such firm, corporation, or institution has violated the antitrust laws of the State of Texas, codified in Section 15.01, et. Seq., Texas Business and Commerce Code, or the Federal antitrust neither laws, nor communicated directly or indirectly the proposal made to any competitor or any other person engaged in such line of business.
4. By signature hereon, Respondent certifies that all statements and information prepared and submitted in response to this solicitation are current, complete and accurate.
5. By signature hereon, Respondent certifies that the individual signing this document and the documents made part of the RFP is authorized to sign such documents on behalf of the company and to bind the company under any contract which may result from the submission of this proposal.
6. By signature hereon, Respondent certifies that no relationship, whether by relative, business associate, capital funding agreement or by any other such kinship exist between Respondent and an employee of TMC.
7. By signature hereon, Respondent affirms that he has not received compensation for participation in the preparation of the specifications for this RFP.
8. Respondent represents and warrants that all articles and services quoted in response to this RFP meet or exceed the safety standards established and promulgated under the Federal Occupational Safety and Health Law (Public Law 91-596) and its regulations in effect or proposed as of the date of this solicitation.
9. By signature hereon, Respondent signifies his compliance with all federal laws and regulations pertaining to Equal Employment Opportunities and Affirmative Action.

10. The respondent certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

Complete the following:

VIN No: \_\_\_\_\_

If Sole Owner, SS No: \_\_\_\_\_

If a Corporation, State of Incorporation: \_\_\_\_\_

Charter No: \_\_\_\_\_

Submitted by: \_\_\_\_\_  
(Company Name)

\_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_  
(Printed Name/Title)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Street Address)

\_\_\_\_\_  
(City, State, Zip Code)

\_\_\_\_\_  
(Phone and Fax Number)

\_\_\_\_\_  
E-mail address



**F. PRICING AND DELIVERY SCHEDULE**

Proposal of: \_\_\_\_\_  
 (Company Name)

Having carefully examined all the specifications and requirements of this RFP No. TMC2018-001, the undersigned proposes to furnish the goods and services as required at the below quoted terms.

<b>Proposed Consulting Fees</b>			
Consultant Work Rate @	\$	X	_____ Days = \$ _____ Hours = \$
Consultant Travel Rate (if applicable) @	\$	X	_____ Days = \$
Comments:			

Addenda Checklist

Receipt is hereby acknowledged of the following addenda to this RFP.

No. 1 \_\_\_\_\_ No. 2 \_\_\_\_\_ No. 3 \_\_\_\_\_ No. 4 \_\_\_\_\_

Submitted By : \_\_\_\_\_  
 (Authorized Signature)

## F. RESPONDENT QUESTIONNAIRE

Respondents are requested to submit a complete response to each of the below listed items. Responses requiring additional space should be brief and submitted as an attachment to your proposal package. Please reference each response by its item number indicated below.

1. Legal name of the company: \_\_\_\_\_  
Number of years in Business: \_\_\_\_\_  
Type of Operation: Individual: \_\_\_\_\_ Partnership: \_\_\_\_\_ Corporation: \_\_\_\_\_  
Number of Employees: \_\_\_\_\_
2. Is your company currently in default on any loan agreement or financing agreement with any bank, financial institution, or other entity? If yes, specify date(s), details, circumstances, and prospects for resolution?
3. Provide a customer reference list of no less than **three (3)** organizations with which your company currently has contracts with and has previously provided goods and/or services of equal type and scope, as requested herein, within the past five (5) years. The reference list must include company name, contact person, and telephone number, project description and length of business relationship.
4. Provide summary resumes for proposed team members who will perform services under this service contract, including their specific experiences with similar projects, and number of years with your company.
5. What difficulties do you anticipate in serving TMC and how do you plan to manage these?
6. Does any relationship exist whether by relative, business associate, capital funding agreement or any other such kinship exist between you company and any TMC employee? If yes, please explain.

Submitted by: \_\_\_\_\_  
(Authorized signature)

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**CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS**

This certification is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 93, Government-wide Debarment and Suspension, for the Department of Agriculture (7 CFR Part 3017), Department of Labor (29 CFR Part 98), Department of Education (34 CFR Parts 85, 668, 682), Department of Health and Human Services (45 CFR Part 76).

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

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;
2. Have not within a three-year period preceding this contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or Local) transaction or contract under a public transaction, violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicated for or otherwise criminally or civilly charged by a government entity with commission of any of the offense enumerated in Paragraph (2) of this certification; and,
4. Have not within a three-year period preceding this contract had one or more public transactions terminated for cause or default.

Where the prospective recipient of federal assistance funds is unable to certify to any of the statements in this certification, such prospective recipient shall attach an explanation to this certification form.

Name of Organization/Firm: \_\_\_\_\_

**Signature of Authorized Representative:** \_\_\_\_\_

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**CERTIFICATION REGARDING DRUG-FREE WORKPLACE**

*This certification is required by the Federal Regulations Implementing Sections 5151-5160 of the Drug-Free Workplace Act, 41 U.S.C. 701, for the Department of Agriculture (7 CFR Part 3017), Department of Labor (29 CFR Part 98), Department of Education (34 CFR Parts 85, 668 and 682), Department of Health and Human Services (45 CFR Part 76).*

The undersigned subcontractor certifies it will provide a drug-free workplace by:

Publishing a policy statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the consequences of any such action by an employee;

Establishing an ongoing drug-free awareness program to inform employees of the dangers of drug abuse in the workplace, the subcontractor's policy of maintaining a drug-free workplace, the availability of counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed on employees for drug violations in the workplace;

Providing each employee with a copy of the subcontractor's policy statement;

Notifying the employees in the subcontractor's policy statement that as a condition of employment under this subcontract, employees shall abide by the terms of the policy statement and notifying the subcontractor in writing within five days after any conviction for a violation by the employee of a criminal drug abuse statute in the workplace;

Notifying the Board within ten (10) days of the subcontractor's receipt of a notice of a conviction of any employee; and,

Taking appropriate personnel action against an employee convicted of violating a criminal drug statute or requires such employee to participate in a drug abuse assistance or rehabilitation program.

Name of Organization/Firm: \_\_\_\_\_

Signature of Authorized Representative: \_\_\_\_\_

**CERTIFICATION REGARDING LOBBYING**

*This certification is required by the Federal Regulations Implementing Section 1352 of the Program Fraud and Civil Remedies Act, Title 31 U.S. Code for the Department of Agriculture (7 CFR Part 3018), Department of Labor (29 CFR Part 93), Department of Education (34 CFR Part 82), Department of Health and Human Services (45 CFR Part 93).*

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

1. 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 Congress, or an employee or a Member of Congress in connection with the awarding 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 a federal contract, grant, loan, or cooperative agreement.
2. 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, and or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying”, in accordance with the instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

\_\_\_\_\_  
Name of Organization

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name and Title of Authorized Representative

**CERTIFICATION REGARDING  
TEXAS CORPORATE FRANCHISE TAX**

*Pursuant to Article 2.45, Texas Business Corporation Act, state agencies may not contract with for-profit corporations that are delinquent in making state franchise tax payments. The following certification that the entity entering into this subcontract is current in its franchise taxes or is not subject to the payment of franchise taxes to the State of Texas must be signed by the individual authorized to sign the subcontract for the subcontracting entity.*

The undersigned authorized representative of the entity subcontracting herein certifies that the following indicated statement is true and correct and that the undersigned understands making a false statement is a material breach of subcontract and is grounds for subcontract cancellation.

Indicate the certification that applies to your subcontracting entity:

- The subcontracting entity is a for-profit corporation and certifies that it is not delinquent in its franchise tax payments to the State of Texas.
- The subcontracting entity is a non-profit corporation or is otherwise not subject to payment of franchise taxes to the State of Texas.

Name of Business: \_\_\_\_\_

- Type of Business (if not corporation):
- Sole Proprietor
  - Partnership
  - Other

I.R.S Tax Number: \_\_\_\_\_

**Signature of Authorized Representative:** \_\_\_\_\_

Authorized Representative's Printed Name: \_\_\_\_\_

**TMC**

**FELONY CONVICTION NOTIFICATION  
(To be submitted with Bid/Proposal/Quote)**

A person or business entity that enters into this contract with TMC. must give advance notice to the agency if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony.

TMC may terminate a contract with a person or business entity if the agency determines that the person of business entity failed to give notice or misrepresented the conduct resulting in the conviction. TMC must compensate the person or business entity for service performed before the termination of the contract.

I, the undersigned agent for the firm named below, certify that the information concerning notification of felony convictions has been reviewed by me and the following furnished is true to the best of my knowledge.

VENDOR NAME: \_\_\_\_\_

AUTHORIZED COMPANY OFFICIAL'S NAME (PRINTED): \_\_\_\_\_

a. My firm is a publicly held corporation; therefore, this reporting requirement isn't applicable.  
Signature of Company Official: \_\_\_\_\_

b. My firm is not owned nor operated by anyone who has been convicted of a felony:  
Signature of Company Official: \_\_\_\_\_

c. My firm is owned and operated by the following individual(s) who has/have been convicted of a felony.

Name of Felon(s): \_\_\_\_\_

Details of Conviction(s): \_\_\_\_\_

Signature of Company Official: \_\_\_\_\_ Date: \_\_\_\_\_

**CERTIFICATION BY BIDDER**

I, the undersigned, submit this application and have read the specifications, which are a part of this solicitation. My signature also certifies that I am authorized to submit this application. Sign as a representative for the firm, and carry out services solicited in the Invitation for Bid:

Signature of Authorized Agent: \_\_\_\_\_

Printed Name and Title of Agent: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

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

Telephone Number: \_\_\_\_\_

FAX Number: \_\_\_\_\_

Contact Person: \_\_\_\_\_

**Note:** The \_\_\_\_\_ ensures that small, minority, disadvantaged, and women’s businesses are utilized as sources for acquisitions whenever possible. Auxiliary aids and services are available upon request to individuals with disabilities.

Please check if your firm is a historically underutilized (disadvantaged) business (HUB), as defined by Texas Government Code 407.101.

Yes \_\_\_\_\_ No \_\_\_\_\_

If the answer is yes, is your firm registered with the Texas Comptroller of Public Accounts and a HUB?

Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, please provide your certification Number: \_\_\_\_\_



**STATE ASSESSMENT CERTIFICATION**

The authorized representative of the corporation contracting herein by executing this contract certifies that the following indicated statement is true and correct and that the undersigned understands making a false statement is a material breach of contract and is grounds for contract cancellation.

The corporation certifies that:

\_\_\_\_\_ It is current in Unemployment Insurance taxes, Payday and Child Labor law monetary obligations, and Proprietary School fees and assessments payable to the State of Texas.

\_\_\_\_\_ It has no outstanding Unemployment Insurance overpayment balance payable to the State of Texas.

---

**Authorized Representative**

---

**Date**

**DISCLOSURE OF INTERESTS**

It is the fiscal policy of TMC. that all persons or firms seeking to do business with TMC to provide the following information. **Every question must be answered.**

*If the question is not applicable, answer with "NA".*

COMPANY NAME: \_\_\_\_\_

FEDERAL ID#: \_\_\_\_\_

P.O. BOX: \_\_\_\_\_

STREET: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

Firm is: (1.) Corporation  (2.) Partnership  (3.) Sole Owner  (4.) Association  (5.) Other

**DISCLOSURE QUESTIONS**

If additional space is necessary, please use the reverse side of this page or attach separate sheet.

1. State the name of each "non-managerial employee" of having an "ownership interest" constituting 10% or more of the ownership in the above name "firm"

Name	Job Title
------	-----------

2. State the names of each "managerial employee" of the Board having an "ownership interest" constituting 10% or more of the ownership in the above name "firm"

Name	Job Title
------	-----------

3. State the names of each "member" of the board or Board Staff having an "ownership interest" constituting 10% or more the ownership in the above name "firm"

Name	Job Title
------	-----------

4. State the name of each employee or officer of a "consultant" for the Board who worked on any matter related to the subject of this contract and has an "ownership interest" constituting 10% or more of the ownership in the above name "firm"

Name	Job Title
------	-----------

5. Other

Name
------

CERTIFICATION REGARDING CONFLICT OF INTEREST

The undersigned bidder certifies that:

- (1) No officer, employee or paid representative or consultant of the proposer is a member of TMC Board of Directors.
- (2) No officer, employee, paid representative or consultant of the proposer is a spouse to a member of the TMC Board of Directors.
- (3) No officer, board member, the executive director, or employee of the TMC owns or controls more than 10 percent in the proposer/bidder's company.
- (4) No spouse of an officer, board member, the executive director, or employee of the TMC is an officer, manager, or paid representative or consultant of the proposer/bidder.
- (5) No member of the Board of Directors, the executive director or employee of the TMC receives compensation from the proposer/bidder for lobbying activities as defined in federal laws or Chapter 305 of the Texas Government Code.
- (6) Proposer/bidder has disclosed within the proposal any interest, fact or circumstances which does or may present a potential conflict of interest.
- (7) Should proposer/bidder fail to abide by the foregoing regarding conflict of interest, proposer/bidder shall not be entitled to recovery of any costs or expenses incurred in relation to any contract with TMC and shall immediately refund TMC any fees or expenses that may have been paid under a contract and shall further be liable for any costs incurred or damages sustained by TMC relating to that contract.

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Name of Organization

---

Signature of Authorized Representative

---

Typed/Printed Name of Authorized Representative

---

Date

**EXHIBIT A**

**ALICE**

200 S. Texas Avenue  
P.O. Box 1250  
Alice, TX. 78333  
Phone: (361) 668-0462  
Fax: (361) 668-0701

**FALFURRIAS**

119 Mac Pena  
P. O. Box 363  
Falfurrias, Texas 78355  
Phone: (361) 325-2837  
Fax: (361) 325-9871

**HENRY BONILLA CENTER**

515 Sierra Vista Blvd.  
Laredo, TX 78046  
Phone: (956) 753-3666/3693  
Fax: (956) 753-3776

**MATHIS**

599 North Highway 9  
P.O. Box 363  
Mathis, TX. 78368  
Phone: (361) 547-6434

**PEARSALL**

809 W. Frio  
P.O. Box 618  
Pearsall, TX. 78061  
Phone: (830) 334-2184  
Fax: (830) 334-2187

**SAN ANTONIO**

1108 Brunswick  
San Antonio, TX 78211  
Phone: (210) 444-0240  
Fax: (210) 444-0280

**RIO GRANDE CITY**

501 E. Doria (Las Lomas Subdivision)  
P.O. Box 1242  
Rio Grande City, Texas 78582  
Phone: 956-488-8600  
Fax: 956-488-8402

**ROMA II**

410 Rev. Richard Peel  
Roma, Texas 78584  
Phone: (956) 849-5564  
Fax: (956) 849-1934

**CARRIZO SPRINGS**

904 S. 5th Street  
P.O. Box 396  
Carrizo Springs, TX. 78834  
Phone: (830) 876-3551/3552  
Fax: 830) 876-3556

**TMC NORTON CENTER**

2701 Norton  
Laredo, TX 78046  
Phone: (956) 229-6821

**UVALDE**

801 Vanessa St  
P.O. Box 1747  
Uvalde, TX. 78801  
Phone: (830) 278-4521/4522  
Fax: (830) 278-8836

**EAGLE PASS II\_**

2990 Diaz St. (Seco Mines)  
P.O. Box 3008  
Eagle Pass, TX. 78852  
Phone: (830) 773-7477 or 757-2873/2894  
Fax:(830) 773-4535

**JUAN JOSE BALLI**

815 E. Nebraska St.  
P.O. Box 716  
Alamo, TX. 78516  
Phone: (956) 702-5055  
Fax: (956) 702-5078

**ALTON**

215 N. Mayberry  
Alton, TX 78573  
Phone: (956) 585-3838  
Fax: (956) 585-7600

**PALMVIEW INFANT/TODDLER**

4900 W Mile 3 Rd.  
P. O. Box 120  
Mission Texas 78572  
Phone: (956) 584-0233/0377  
Fax: (956) 584-0733

**EDINBURG**

4800 Big Five Rd.  
Edinburg, Texas 78541  
Phone: (956) 287-7300  
Fax: (956) 287-7301

**EAGLE PASS I**

2030 Farm Rd. 2030  
P.O. Box 204  
Eagle Pass, TX. 78852  
Phone: (830) 773-1322/0360  
Fax: (830) 773-0325

**EAGLE PASS I/T**

302 Balcones  
P.O. Box 5568  
Eagle Pass, TX. 78853  
Phone: (830) 773-8994/ 0810  
Fax: (830) 773-0982

**ALTO BONITO**

7690 Polo St.  
P.O. Box 389  
Rio Grande, TX. 78582  
Phone: (956) 485-2577  
Fax: (956) 485-2893

**LAS MILPAS**

210 W. Navarro  
P.O. Box 897  
Pharr, TX. 78577  
Phone: (956) 702-8127

**SAN JUAN**

202 S. San Antonio Avenue  
P. O. Box 1342  
San Juan, TX 78589  
Phone: (956) 787-7071  
Fax: (956) 787-7071

**DONNA**

1404 Silver Ave.  
P. O. Box 536  
Donna, TX 78537  
Phone: (956) 464-7372

**SAN BENITO**

“La Paloma”  
35122 Canal Street  
San Benito, TX. 78586  
Phone: (956) 399-6046  
Fax: (956) 399-7667

**BROWNSVILLE Infant & Toddler**

6225 Boca Chica Blvd.  
Brownsville, Texas 78521  
Phone: (956) 831-6494  
Phone: (956) 831-6851  
Fax: (956) 831-6874

**EDCOUCH I**

1015 Santa Rosa  
P.O. Box 145  
Edcouch, TX. 78538  
Phone: (956) 262-3151  
Fax: (956) 262-3148

**DONNA INFANT & TODDLER**

1224 Stites Rd  
Donna, Texas 78537  
Phone: 956-461-2356  
Fax: 956-461-2383

**MERCEDES I**

124 N. Vermont  
P.O. Box 385  
Mercedes, TX. 78570  
Phone: (956) 565-6389  
Fax: (956) 565-6233

**PROGRESO (Weslaco)**

2711 S. Bridge  
P.O. Box 538  
Weslaco, TX. 78596  
Phone: (956) 969-3066  
Fax: (956) 969-4589

**WESLACO INFANT/TODDLER**

2711 S. Bridge Bldg. B.  
P.O. Box 109  
Weslaco, TX 78596  
Phone: (956) 973-9505/9516  
Fax: (956) 973-7483

**RAYMONDVILLE**

“Old Kinder Bldg”  
700 North 1<sup>st</sup> Street  
P.O. Box 321  
Raymondville, TX 78580  
Phone: (956) 689-2724  
Fax: (956) 689-0258

**MERCEDES**

124 N Vermont  
Mercedes, TX 78570  
Phone: (956) 565-6389  
Fax: (956) 565-6233

**FLOYDADA**  
802 2<sup>nd</sup> Street  
P.O. Box 672  
Floydada, TX 79235  
Ph: 806-983-5701  
Fax: 806-983-6609

**HEREFORD**  
239 Avenue H  
P.O. Box 1126  
Hereford, TX 79045  
Ph: 806-364-5972  
Fax: 806-364-5336

**MULESHOE**  
719 Gum Street  
P.O. Box 463  
Muleshoe, TX 79347  
Ph: 806-272-7533  
Fax: 806-272-5439

**HARTVILLE**  
1499 N. River Rd  
Fremont, Ohio 43420  
Phone: (419) 334-8937  
Fax: (419) 334-9662

**HELENA**  
474 Maple St.  
Helena, Ohio 43435  
Phone: (419)-638-0202  
Fax: (419) 638-1001

**NEW CARLISLE**  
476 N. Dayton Lakeview Rd.  
New Carlisle, Ohio 45344  
Phone: (937) 846-0699  
Fax: (937) 846-1455

**MESQUITE**  
205 New Mexico Hwy 228  
Mesquite, New Mexico 88048  
Phone: (575) 233-4083

**PLAINVIEW**  
1110 El Camino Street  
P. O. Box 1869  
Plainview, TX 79072  
Phone: 806-293-1140  
Fax: 806-293-5631

**LUBBOCK**  
2003 Baylor  
P.O. Box 2705  
Lubbock, TX 79415  
Ph: 806-763-2166  
Fax: 806-763-9784

**CLOVIS**  
700 Sheldon Street  
Clovis, New Mexico 88001  
Phone (575) 762-0275  
Phone (575) 762-2070  
Fax: (575) 762-0117

**FREMONT**  
61 Hartville Rd. North  
Hartville, Ohio 44632  
Phone: (330) 877-9094  
Fax: (330) 877-8707

**NAPOLEON**  
910 3rd. Street  
Napoleon, Ohio 43545  
Phone: (419) 592-0225  
Phone: (419)592-0145

**PLYMOUTH**  
48 W. Broadway  
Plymouth, Ohio 44865  
Phone: (419) 687-3090  
Fax: (419) 687-0456

**SHILOH**  
26 Mechanic St  
Shiloh, Ohio 44878  
Phone: (419) 896-4629

**GENEVA**

11882 N. 33<sup>rd</sup>. St  
Elwood, Indiana 46036  
Phone: (765) 552-2460  
Fax: (765) 552-0131

**KOKOMO**

836 S. Purdum  
Kokomo, Indiana 46901  
Phone: (765) 868-2128  
Fax: (765) 868-4702

**NEW PALESTINE**

601 N. Michigan  
Lakeville, Indiana 46536  
Phone: (574) 784-8281  
Fax: (574) 784-2792

**VINCENNES**

1110 S. 15<sup>th</sup>. Street  
Vincennes, Indiana 47591  
Phone: (812) 886-4773  
Fax: (812) 886-5148

**TAHLEQUAH**

351 Academy Building  
Tahlequah, OK  
Phone: (918) 453-9241

**ELWOOD**

798 North Main Street  
Geneva, Indiana 46740  
Phone: (260) 368-1436  
Fax: (20) 368-1450

**LAFAYETTE**

619 North 9<sup>th</sup>. Street  
Lafayette, Indiana 47904  
Phone: (765) 449-9092  
Fax: (765) 449-9097

**LAKEVILLE**

4147 S. 600 West  
New Palestine, Indiana 46163  
Phone: (317) 532-8301  
Fax: (317) 532-8303

**ANARDAKO**

301 W. Broadway  
Anardako, OK 73005  
Phone: (405) 247-4902  
Fax: (405) 247-4908



## EXHIBIT B

### AGREEMENT

This Agreement is made and entered into as of \_\_\_\_\_, by and between TMC. (“TMC”), and \_\_\_\_\_ (“Contractor”) whose address is \_\_\_\_\_ and whose taxpayer identification number \_\_\_\_\_.

TMC and Contractor agree as follows:

1. **Scope of Services.**

2. **Service Specifications**

3. **Time Specifications**

4. **Reporting**

5. **Time and Place of Performance.**

Consultant will immediately enter into a contractual agreement

6. **Term.**

The term of this Agreement shall be from March 19, 2018, or the date executed by TMC, whichever is later and will expire on January 31, 2019 unless sooner terminated in accordance with the terms stated elsewhere in this Agreement.

At the discretion of Texas Migrant Council, Inc., this contract may be extended for one (1) additional periods as follows:

Renewal of the Contract will be negotiated by TMC and will be contingent upon successful performance of the contractor during the initial contract period, the availability of funds, negotiated costs and need for the services. TMC shall notify the Contractor by certified letter of its intent to renew the contract for an additional period. Renewal options by TMC under the agreement may be exercised dependent upon the appropriation and allotment and/or allocation of funds. If funds are not appropriated, then TMC shall issue written notice to Contractor and may terminate the agreement without further duty or obligation.

7. **Contractor's Duties and Representations.**

- a. The Contractor warrants, represents, and agrees that all services to be performed by the Contractor under this Agreement shall be of the standard and quality, which prevail among similar businesses engaged in providing similar services.
- b. The Contractor warrants, represents, and agrees that all persons connected with the Contractor directly in charge of services are duly registered and/or licensed under the laws, rules and regulations of any authority having jurisdiction, if so required by such laws, rules and regulations.

8. **Payment Terms.**

- a. Total amount of this contract shall not exceed \_\_\_\_\_ Dollars (\$\_\_\_\_\_) per initial term of contract. TMC shall pay Contractor in current funds for the performance of services as follows:
  - i. Consultant shall provide consultant services at a rate of \$\_\_\_\_\_ per hour. Payment shall be made at \$\_\_\_\_\_ per hour and \$\_\_\_\_\_ per hour will be an In-Kind contribution to TMC by Consultant. Each invoice submitted must show the amount that represents the In-Kind contribution.
  - ii. Payment shall be made at a rate of \_\_\_\_\_ (\$\_\_\_\_\_) per client no show if already at site. If another client can be found for the scheduled appointment time, the “no show” fee will not be applicable.
    - a. Consultant shall be reimbursed without mark-up (If applicable) airfare, lodging and automobile travel, relating to performance of services. Reimbursement for lodging (If Applicable) shall be reimbursed at a rate not to exceed \_\_\_\_\_ Dollars \$\_\_\_\_ per day. If applicable, reimbursement for meals shall be at the applicable Federal Per Diem Rate. Reimbursement for automobile travel (If Applicable) shall be reimbursed at the rate of \$\_\_\_\_\_ per mile. TMC shall pre-approve any travel related expenses.
- b. Contractor shall submit to TMC an invoice for payment covering the services performed. Invoices at a minimum, invoices shall include: (a) name, address, and telephone number of Contractor and similar information in the event payment is to be made to a different address, (b) TMC Contract or Purchase Order Number, (c) identification of service(s) provided, (d) dates services were delivered (e) quantity or quantities, applicable unit prices, extended prices of services provided, the total invoice amount, and (f) any additional payment information which is required by the contract. Invoices not received in accordance with the terms and conditions set forth herein will not be paid until such an invoice complies with all

terms and conditions of this Contract. TMC will promptly pay to Contractor the amount, provided Contractor is not in breach of or in default under this Agreement.

- c. TMC shall not be obligated to make any payment to Contractor hereunder if any one or more the following conditions exist:
- Contractor is in breach or default under this Agreement;
  - Any part of such payment is attributable to services not performed in accordance with this Agreement.
  - TMC shall have the right to verify the details set forth in Contractor's billings, certificates, and statements, either before or after payment.

9. **Default and Termination.**

In the event of substantial failure by a party to perform in accordance with the terms hereof, the other party may terminate this Agreement upon fifteen (15) days' written notice of termination stating the nature of the failure (the termination shall not be effective if the failure is fully cured prior to the end of the fifteen-day period), provided that said failure is through no fault of the terminating party.

10. **Indemnification.**

The Contractor agrees to indemnify and hold harmless TMC and its officers, directors, and employees from and against all claims of any nature, kind, arising out of, or resulting from the performance of services which are caused by any negligent act or omission of the Contractor.

11. **Independent Contractor.**

Contractor recognizes that it is engaged as an independent contractor and acknowledges that TMC will have no responsibility to provide transportation, insurance or other fringe benefits normally associated with employee status. Contractor, in accordance with its status as an independent contractor, agrees that it shall conduct itself consistent with such status, that it will neither hold itself out as nor claim to be an officer, partner, employee or agent of TMC, and that it will not by reason make any claim, demand or application to or for any right or privilege applicable to an officer, partner, employee or agent of TMC, including, but not limited to, unemployment insurance benefits, worker's compensation, social security coverage or retirement benefits.

12. **Insurance.**

Contractor, consistent with its status as an independent contractor, shall maintain, during the term of this Agreement, vehicle liability insurance required by the state of Texas covering all personnel in the vehicle while performing under this Agreement.

13. **Miscellaneous.**

- a. Performance by TMC under this Agreement may be dependent upon the appropriation and allotment and/or allocation of funds. If funds are not appropriated, then TMC shall issue written notice to Contractor and TMC may terminate this Agreement without further duty or obligation.
- b. Contractor's interest in this Agreement and duties hereunder may not be assigned or delegated to a third party.
- c. This Agreement supersedes all prior agreements, written or oral, between Contractor and TMC and shall constitute the entire Agreement and understanding between the parties with respect to the subject matter hereof. This Agreement and each of its provisions shall be binding upon the parties and may not be waived, modified, amended or altered except in writing and signed by TMC and Contractor.
- d. This Agreement and all of the rights and obligations of the parties and all of the terms and conditions shall be construed, interpreted and applied in accordance with and governed by the laws of the State of Texas.

11. **Authority to Bind.**

This Contract is not binding upon TMC unless and until it has been executed by the following person:

- a. If executed on behalf of the Agency, the President/CEO:

IN WITNESS WHEREOF, TMC and Contractor have executed and delivered this Agreement as of the date first above written.

CONTRACTOR: _____	TMC: _____
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

END OF RFP DOCUMENT