



WALKER COUNTY PURCHASING OFFICE

Email: bids@co.walker.tx.us * Telephone (936) 436-4944 * www.co.walker.tx.us

REQUEST FOR PROPOSAL
Walker County Jail Commissary Services
Bid Reference Number: C2360-26-002
Due: August 6, 2025 at 10:00AM (CT)

Please Mail or Hand Deliver Proposals Labeled:
RFP# C2360-26-002 Walker County Jail Commissary Services

To:
Walker County Purchasing Office
1301 Sam Houston Ave. Suite 235
Huntsville, TX 77340

For a printable version please visit our website at (Walker County Website/Departments/Purchasing) and click on link at the bottom of our webpage labeled:

RFP# C2360-26-002 Walker County Jail Commissary Services

Points of Contact:
Cheryl Cowart, CTCD, CTCM
Laura Buccafurni, CTCD, CTCM
Email: bids@co.walker.tx.us Phone: 936-436-4944

The Offeror's signature is required for acceptance of Offer and confirms Offeror has read and understands all requirements concerning this Request for Proposal the undersigned affirms they are duly authorized to execute the contract, that this OFFER has not been prepared in collusion with any other Offeror, and that the contents of this OFFER have not been communicated to any other Offeror prior to the official opening. Hand delivered or mailed offers must be SEALED in an envelope and CLEARLY marked:

RFP# C2360-26-002 Walker County Jail Commissary Services

CERTIFICATION OF OFFER

Signed By: _____ Title: _____

Typed/Printed Name: _____

Company Name _____ Date: _____

Mailing Address: _____
Street/P. O. Box City State Zip

Telephone #: _____ Cell #: _____ Fax #: _____

Email: _____ Tax ID Number: _____

Tentative Schedule of Events

July 15, July 22, July 29, 2025 – Legal Advertisement Dates

July 15, 2025 – Release Solicitation

July 30, 2025 – Solicitation Questions Due

July 31, 2025 – Amendment with Answers to Questions Posted

August 6, 2025 – Bid Closing Date

September 8, 2025 – Tentative Date for Approval of Award by Commissioner's Court

A. SCOPE OF WORK.

Walker County is seeking Request for Proposals from a qualified company with experience in providing commissary items to inmates at the Walker County Jail. The Offeror must be able to integrate their software and hardware (i.e., money counter, ATM) with the current Jail phone system for items to be ordered through the County's current kiosk system for delivery to the Jail. The Walker County Jail is located at 655 FM 2821 W, Huntsville, Texas.

B. CONDITIONS OF OFFERING.

The following instructions apply to all Offers and become a part of the terms and conditions of any offer submitted to the Walker County Purchasing Office, unless otherwise specified elsewhere in this offer request.

1. All offers are required to be informed of the Terms and Conditions and will be held responsible for having done so. Upon acceptance and approval by the Commissioner's Court, this offer effects a working contract between Walker County and the successful offeror for the period designated.
2. Offers must be received in the Purchasing Office no later than the time and date specified. All offers received after the submission deadline will be considered void and unacceptable and will be returned unopened. Walker County is not responsible for lateness or non-delivery of mail, carrier, etc., and the date/time stamp in the Purchasing Office shall be the official time of receipt. Please include three (3) copies, along with an original proposal and a thumb-drive.
3. The County reserves the right to inspect and insure adaptability of the service, accept or reject in part or in whole any and all offers, to waive any informality in offers and unless otherwise specified by the respondent, to accept any service in the response for the best value to the County.
4. If either the unit price or extended price is obviously in error the unit price will prevail. Walker County shall not be responsible for any verbal communication between any employee of the County and any potential offeror.
5. Only written specifications and written price quotations will be considered.
6. Walker County reserves the right to reject any offer that does not fully respond to each specified item.
7. Offeror must include Employer Identification Number or Social Security Number for the offer to be valid. Should there be a change in ownership or management; the contract shall be canceled unless a mutual agreement is reached with the new owner or manager to continue the contract with its present provisions and prices.
8. Although the cost of service(s) to be provided is an essential part of the Offer, Walker County is not obligated to award a contract on the sole basis of cost.
9. The Purchasing Agent shall review all offers that have been submitted and make recommendations to the Commissioner's Court.
10. When only one offer is received by the County, the offer may be accepted if the Commissioner's Court determines the price is fair and reasonable. If the price is not fair and reasonable, the offer is rejected. If two or more responsible offerors submit identical offers, the offer award will be determined by drawing of lots or as directed by the County Judge.
11. Offerors must furnish ALL information requested and, in the spaces, provided on the offer invitation form. Further, if specified elsewhere, each offeror must submit cuts, sketches, descriptive literature, and/or complete specifications. Reference to literature submitted previously does not satisfy this provision. Offers in non-compliance with these requirements will be subject to rejection.
12. In the event any Governmental restrictions may be imposed which would necessitate alteration of the material, quality, workmanship or performance of the item offered on this offer prior to delivery, it shall be the responsibility of the successful offeror to notify the County Purchasing Office at once, indicating the specific regulation which requires such alterations, including any price adjustments occasioned thereby, or to cancel said contract.
13. This agreement shall be governed by the Uniform Commercial Code as adopted in the State of Texas as effective and in force on the date of this agreement.
14. Offers cannot be altered after receiving time. No offer may be withdrawn after opening time without acceptable reason and with the approval of the Purchasing Agent.

15. Offers must be submitted on this form and the envelope must be clearly marked. Offers will not be considered if submitted by telephone, fax or any other means of rapid dispatch, nor will an offer be considered if submitted to any other person or department other than specifically instructed.
16. In the event of a needed change in the specifications sent to the offeror, it is understood that all the foregoing terms shall apply to the addendum or addenda.
17. All delivery and freight charges (FOB Walker County) are to be included in the offer price.
18. Any interpretations, corrections or changes to this Request for Proposal will be considered for award. Offerors taking exception to the specifications, or offering substitutions, shall state these exceptions in the section provided or by attaching as part of the offer. The absence of such a list shall indicate that the offeror has not taken exceptions and Walker County shall hold the offeror responsible to perform in strict accordance with the specifications or the invitation. Walker County Commissioner's Court reserves the right to accept any, all or none of the exception(s)/substitution(s) as the Commissioner's Court deems the best value to the County.
19. 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 Walker County Purchasing Department. Addenda will be posted on the Walker County website under Purchasing and will be emailed or faxed to all that are known to have received a copy of this Request for Proposal.
20. At the request of Walker County, offeror must supply, a list of at least three references, located in Texas where like services have been supplied. References shall include name of business, address, telephone number and name of representative.
21. Walker County, Texas is exempt from State of Texas Sales Tax and a Tax Exemption Certificate shall be furnished by Walker County, Texas to the successful offeror upon request.
23. In the event any Governmental restrictions may be imposed which would necessitate alteration of the material, quality, workmanship or performance of the item offered on this bid prior to delivery, it shall be the responsibility of the successful offeror to notify the County Purchasing Office at once, indicating the specific regulation which requires such alterations, including any price adjustments occasioned thereby, or to cancel said contract.
24. The parties may agree to adjust prices periodically to reflect changes in tariffs implemented after the Response Due Date that affect the cost of supplying goods under this Contract. Any existing tariffs at the time of the response should be considered as part of the response price. To request a price increase related to tariffs, Contractor must provide documentation that includes the effective date, amount, and scope of the tariffs. Contractor must demonstrate with specificity the effect of tariffs on its necessary and reasonable cost of supplying goods under this Contract, including its commercial reasons for using a source subject to tariffs. Any adjustment is at Walker County's sole discretion. If Walker County grants an adjustment related to tariffs, Contractor shall monitor tariff levels and notify Walker County within five business days of any reduction or repeal. Walker County may reduce or retract a tariff adjustment it has granted at any time by notifying the Contractor of the new prices.

C. PURCHASE ORDER.

The successful offeror shall not deliver products or provide services without a Walker County Purchase Order or contract, signed by an authorized agent of the Walker County Purchasing Department. A purchase order must be issued by the Walker County Purchasing Department prior to work beginning. Invoices not bearing a purchase order number may be delayed for payment.

D. FUNDING.

Funds for payment have been provided through the Walker County budget approved by the Commissioner's Court for this fiscal year only. State of Texas statutes prohibits the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated orders or other obligations that may arise past the end of the current Walker County fiscal year shall be subject to budget approval.

E. AWARD OF CONTRACT.

Contract may be awarded to one or more offerors in the event the selected offeror cannot render the requested services or is unable to fulfill the County's work demand and/or timeframe for any circumstance. County will award a contract to the lowest responsible offeror. The County reserves the right to establish a contract with the same terms and specifications herein with the next lowest responsible offeror.

F. CONTRACT CHANGES.

This offer, when properly accepted by Walker County, shall constitute a contract equally binding between the successful offeror and Walker County. No different or additional terms will become a part of this contract without approval by the Commissioner's Court. All proposed changes to the contract must be submitted in writing to the Purchasing Agent and shall become effective upon approval of Commissioners Court. No oral statement by vendor or County employee shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract.

G. ETHICS.

The offeror shall not offer or accept gifts or anything of value nor enter into any business arrangement with any employee, official or agent of Walker County.

H. CONFLICT OF INTEREST, FINANCIAL INTEREST PROHIBITED.

No public official shall have interest in this contract in accordance with Vernon's Texas Codes Annotated, Local Government Code, Title 5, Subtitle C, Chapter 171. Contractor shall ensure (except for eligible administrative or personnel costs) that no person who (i) is an employee, agent, consultant, officer, or elected official or appointed official of the Contractor or of a subcontractor of Contractor, and (ii) who exercises or has exercised any functions or responsibilities with respect to the activities assisted under this Agreement or is in a position to participate in a decision making process or gain inside information with regard to such activities, may have an interest in or benefit from the activity or have any interest in the Agreement or a subcontract for the Agreement, during the persons tenure with Agreement or a subcontract for the Contractor and for at least one year thereafter. Contractor shall apply the requirements of this subsection to employees, agents, consultants, officers, and elected and appointed official and any subcontractors of Contractor as well as any member of such persons immediate families, their partners, and any organization that employs, or is about to employ any of the above. Contractor shall comply with Chapter 171, Texas Local Government Code.

Conflict of Interest Questionnaire. (ATTACHMENT A)

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any proposer or person conducting business or wishing to conduct business with a county, complete a "Conflict of Interest Questionnaire". By law, this completed questionnaire must be filed with the County Clerk for the County of Walker. The Walker County Clerk's mailing address is: 1100 University Ave., Room #201, Huntsville, TX 77340 A person commits an offense if the person violates Section 176.006, Local Government Code. An offence under this section is a Class C misdemeanor. Any questions concerning this form should be addressed to the Texas Ethics Commission; 201 East 14th St., 10th Floor; P.O. Box 12070, Austin, Texas, 78711-2070; 1-800-325-8506; fax 512/463-5777; or web site www.ethics.tx.us.

Certificate of Interested Parties (1295 FORM). (ATTACHMENT B)

The Texas Legislature passed HB1295 in their last legislative session which added section 2252.908 to the Texas Government Code that now requires that a governmental entity receive a Certificate of Interested Parties Texas Ethics Commission Form 1295 before entering into a contract with Walker County. A notice to the appropriate local governmental entity that the following local government officer has become aware of the facts that require the officer to file this statement in accordance with chapter 176, Local Government Code.

House Bill 89 Verification. (ATTACHMENT C)

The 85th Texas Legislature approved new legislation, Effective Sept. 1, 2017, amended Sept. 1, 2019, which amends Texas Local Government Code Section 1. Subtitle F, Title 10, Government Code by adding Chapter 2270 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it does not boycott Israel and will not boycott Israel during the term of the contract with Walker County.

I. INDEMNIFICATION.

Successful offeror shall defend, indemnify and save harmless Walker County and all its officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the

successful offeror, or of any agent, employee, sub-contractor or supplier in the execution of, or performance under, any contract which may result from offer award. Successful offeror indemnifies and will indemnify and save harmless Walker County from liability, claim or demand on their part, agents, servants, customer, and/or employees whether such liability, claim or demand arise from event or casualty happening upon or within the occupied premises themselves or happening upon or in any of the halls, elevators, entrances, stairways or approaches of or to the facilities within which the

occupied premises are located. Successful offeror shall pay any judgment costs, which may be obtained, against Walker County growing out of such injury or damages.

If by reason of force majeure, the Walker County Jail shall be rendered unable, wholly or in part, to carry out its responsibilities under the contract other than its obligations to Contractor make the required payments, then the Walker County Jail Office shall give the Contractor notice and full particulars of such force majeure in writing within a reasonable time after the occurrence of the event of cause relied on and such notice shall suspend the Walker County Jail Office responsibilities for the continuance of the liability claimed, but no longer period. The term "force majeure" as used shall mean acts of God, strikes, lockouts, lockdowns, acts of public enemy, and orders of any kind of the Government of the insurrection, riot, work stoppage, epidemic, earthquake, fire, explosion, hurricane, breakage, or accidents to machinery or equipment over and above ordinary maintenance and repairs, constructions and relocation to a new facility, civil disturbances and other events of causes that would cripple normal operations.

J. TERMINATION FOR DEFAULT.

In the event the successful offeror shall fail to perform, keep or observe any of the terms and conditions to be performed, kept or observed, Walker County shall give the successful offeror written notice of such default. And in the event said default is not remedied to the satisfaction and approval of Walker County within two working days of receipt of such notice by the successful offeror, default will be declared and all the successful offeror's rights shall terminate. Offeror, in submitting this offer, agrees that Walker County shall not be liable to prosecution for damages in the event that Walker County declares the offeror in default. The performance of work under this order may be terminated in whole, or in part, by the Buyer in accordance with this provision. Termination of work shall be effected by the delivery to the Seller of a "Notice of Termination" specifying the extent to which performance of work under the order is terminated and the date upon which such termination becomes effective. Such right of termination is in addition to, and not in lieu of, rights of Buyer set forth. Walker County reserves the right to terminate the contract for default if offeror breaches any of the terms therein, including warranties of offeror or if the offeror becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies which Walker County may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all services required to Walker County's satisfaction and/or to meet all other obligations and requirements. Walker County may terminate the contract without cause upon thirty (30) days written notice.

K. CONTINUITY OF SERVICES.

The Contractor recognizes that the services under the contract are vital to the Walker County Jail and must be continued without interruption. Upon contract expiration, another Contractor may continue services and agrees to (1) furnish phase in training and (2) exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

The Contractor shall upon written notice, negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required if contract is terminated.

L. PAYMENT/INVOICING.

An invoice shall be submitted with the following information:

1. Name and address of vendor
2. Name and address of receiving Department
3. Walker County Purchase Order number
4. Description of services rendered
5. Price and Quantity of materials ordered, Total Amount

Payment shall not be processed until service has been rendered and a completed invoice is received by the Walker County Auditor's Office. All payments will be made by check Net 30 days from when the correct invoice(s) are received by Walker County. Original invoices can be submitted by Mail to: P.O. Box 1260, Huntsville, TX 77320 or hand delivered to 1301 Sam Houston Ave, Huntsville Texas 2nd floor, Auditor's Office. Any invoice, which cannot be verified by the contract price and/or is otherwise incorrect, will be returned to the respondent for correction. Under term contracts, when multiple

deliveries and/or services are required, the respondent may invoice following each delivery, day, or job and the County will pay on invoice. Prior to any and all payments made for good and/or services provided under this contract, the respondent should provide his Taxpayer Identification Number or social security number as applicable (W9). This information must be on file with the Walker County Auditor's office. Failure to provide this information may result in a delay in payment and/or back-up withholding as required by the Internal Revenue Services.

Should your remittance addresses change during this contract, it will be up to the offeror to notify the Auditor's Office of this change at payables@co.walker.tx.us.

M. TERM OF CONTRACT.

The initial term of this contract shall be from **October 1, 2025 through September 30, 2026**. This Contract will have four (4) one (1) year renewal options as follows:

Option Year 1: October 1, 2026 through September 30, 2027
Option Year 2: October 1, 2027 through September 30, 2028
Option Year 3: October 1, 2028 through September 30, 2029
Option Year 4: October 1, 2029 through September 30, 2030

This contract may be renewed for four (4) one (1) year extensions, provided both parties agree in writing and approval of Walker County Commissioner's Court is granted. Any extensions shall be at the same terms and conditions, plus any written approved changes.

Option to Extend Services

In order to address the immediate operational or service delivery needs, Walker County may require continued performance beyond the Contract Term or any Option Period(s) exercised in this Contract.

Walker County may exercise an extension of Services under this Section for a maximum of one (1) year. Any extension made pursuant to this Section shall be subject to budget approval.

N. REDUCTION IN PRICE.

If during the life of the contract, the successful offeror's net prices to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to Walker County.

O. PLACE OF DELIVERY.

The place of delivery shall be that set forth on the purchase order.

P. DELIVERY TERMS.

Offer must show number of days required to place material in receiving agency's designated location under normal conditions. Unrealistically short or long delivery promises may cause offer to be disregarded. Consistent failure to meet delivery promises without valid reason may cause removal from offeror list.

An accurate delivery date must be quoted on the "Offer Form". When there are various items, a delivery date must be included with each item quoted. Freight and shipping charges to Walker County must be included in the offer price. Final location will be supplied to the vendor on award of offer, F.O.B. destination. **Delivery locations will be to:** Walker County Jail 655 FM 2821 W, Huntsville, Texas 77320. Delivery days after receipt of order (ARO). If delay is foreseen, contractor shall give written notice to Director of Purchasing. The County has the right to extend delivery date if reasons appear valid. Contractor must keep County advised at all times of status of order. Default in promised delivery (without accepted reasons) or failure to meet specifications, authorized the County to purchase supplies elsewhere and charge full increase in cost and handling to defaulting contractor. Deliveries shall be weekly on Thursdays, hours to be determined by Walker County Jail Administration. Only exceptions may be due to holidays or emergencies and shall be approved by the Walker

County Jail Administration. Every tender or delivery of goods must fully comply with all provisions of these requirements and the specifications including time, delivery and quality. Nonconformance shall constitute a breach which must be rectified prior to expiration of the time for performance. Failure to rectify within the performance period will be considered cause to reject future deliveries and cancellation of the contract by Walker County without prejudice to other remedies provided by law. **Where delivery times are critical, Walker County reserves the right to award accordingly.**

Q. VARIATION IN QUANTITY.

The County assumes no liability for commodities produced, processed or shipped in excess of the amount specified herein.

R. SPECIAL TOOLS AND TEST EQUIPMENT.

Walker County shall not furnish any equipment to assist in offloading of material.

S. INSURANCE REQUIREMENTS.

The awarded Offeror shall furnish and keep in full force the following insurance during the term of this Contract:

1. Statutory Workers' Compensation in accordance with State of Texas requirements.
2. Commercial General Liability at minimum combined single limits of (\$1,000,000 per occurrence and \$1,000,000 general aggregate) for bodily injury and for property damages, which coverage shall include products/completed operations at \$500,000 per occurrence.
3. Commercial Automobile Liability at minimum combined single limits of \$300,000 per occurrence for Bodily Injury and Property Damage, including owned, non-owned, and hired vehicle coverage.
4. All insurance must be written on forms filed with and approved by the Texas Board of Insurance.
5. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent.
6. All of the aforementioned policies shall be issued immediately after the offeror receives notification of award. Receipt of the Certificates of Insurance is required before any funds will be released for payment.

Acceptance of proof of insurance supplied by the successful offeror, nor failure to disapprove the insurance shall relieve the successful offeror of full responsibility of liability, damages and accidents as set forth herein. No additional payments shall be made for any insurance that the successful offeror may be required to carry. It is the responsibility of the successful offeror to provide renewals of their insurance at expiration during the contract term. Payments will be withheld until current Certificates of Insurance are received.

T. REQUESTS FOR CLARIFICATIONS.

Requests for clarifications of this offer must be submitted by July 30, 2025 by 12:00 PM CT. Email bids@co.walker.tx.us. The subject line must read **RFP# C2360-26-002 Walker County Jail Commissary Services**. All questions will be answered by addendum following the clarification deadline.

U. SUPPLIER'S RESPONSIBILITY.

1. Produce or obtain and deliver products and/or equipment to Walker County, Texas to departments as listed on purchase orders submitted to vendor.
1. Furnish and deliver the ordered quantity within a reasonable period of time upon receiving an order. If a dispute arises, previous delivery times of comparable orders will be considered to determine "reasonableness."
2. Submit invoices as products are shipped/services are rendered.
3. Deliveries shall be weekly on Thursdays. Only exceptions may be due to holidays or emergencies and shall be approved by the Walker County Jail or his designee.
4. Location of Delivery: 655 FM 2821 West, Huntsville, TX 77320
5. Contractor shall deliver items in a climate-controlled vehicle and shall be delivered by the Contractor; not by mail or any other delivery service.
6. Items shall be delivered in sturdy shipping containers.
7. Items shall be separated in sealed bags by each order with a receipt.
8. Items in error, missing items or damaged items shall be corrected on the same date as delivered.
9. Items that are ordered incorrectly and are in unopened packaging shall be picked up on the same date as delivered and a credit issued.
10. All computer hardware/software shall be provided by Contractor at no cost to Walker County.
11. Contractor shall provide training to the staff of Walker County at no cost.
12. Software provided to Walker County must be capable of generating weekly and monthly reports for the Walker County Auditor's office.
13. The software provided must have options to allow certain restrictions for the staff.
14. Contractor must be able to integrate with our current inmate telephone system which is provided by Network Communications International Corporation (NCIC).
15. Contractor must provide customer service 24 hours a day, 7 days a week.
16. Contractor must provide a service technician to respond on the same day for problems with the commissary.
17. Contractor is responsible for paying all taxes involving commissary.
18. Contractor shall provide name brand products; expired dated products will not be accepted.

19. Walker County Jail population changes on a daily basis; the maximum population is 268 and current daily average is 233.
20. As a matter of general policy, prices of all items shall be comparable to those charged inconvenience stores located in the Walker County area.
21. The Contractor shall be responsible for all damage or injury to property of any character during the execution of the work, resulting from any act, omission, neglect, or misconduct in his manner or method of executing the work, or at any time due to defective work or materials, and said responsibility will not be released until the project shall have been completed and accepted. When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect, or misconduct in the execution of the work, or in consequence of the non-execution thereof by the Contractor, he shall restore, at his own expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, rebuilding, or otherwise restoring as he may be directed, or he shall make good such damage or injury in an acceptable manner.
22. If the Primary Vendor does not have or cannot supply the materials and or service which is being awarded from this solicitation, the Primary Vendor shall:
 - Email the ordering department and the Walker County Purchasing Department stating they do not have or cannot supply the necessary material and or service.
 - The Primary Vendor will have two (2) hours to respond by email from the time the order is sent from ordering department.
 - If no response is received, then Walker County reserves the right to purchase materials and or services from Alternate Vendor that can supply material and or services for pick up or delivery.

V. EVALUATION FACTORS.

The award of the contract shall be made to the responsible Offeror whose proposal is determined to be the best value, taking into consideration the relative importance of price and other factors set forth in the Request for Proposal.

The Evaluation Criterion allows for a maximum of 100 points and is grouped as follows:

10 Pts	Product List/Prices
20 Pts	Percent of Gross Sales Offered
20 Pts	Compatibility with Inmate Phone System (NCIC)
10 Pts	References
40 Pts	Customer Service
100 Pts	Total

W. SUBMITTAL REQUIREMENTS.

Respondents submitting a proposal do so entirely at their expense. There is no expressed or implied obligation by the County to reimburse any individual or Contractor for any costs incurred in preparing or submitting a proposal, for providing additional information when requested by the County, or for participating in any selection interviews. Offers must include the following:

1. Describe the background, history, and core competencies of your company as they relate to this proposal.
2. Offeror shall provide a statement that clearly describes their qualifications in providing similar service for this type of project. A minimum of 3 years of experience in commissary services is preferred.
3. Offeror shall provide a statement that clearly describes their number of years of experience that pertain to the scope of work as described to government agencies, correctional facilities, or other entities in the State of Texas.
4. Submit Product List and prices to be sold for Commissary purchases.
5. Offerors must furnish information and submit samples upon request to include, individual samples of labeled products, and descriptive literature. Offerors who are unable to obtain these documents or submit requested samples when requested could terminate this contract due to non-compliance with these requirements. All services/products furnished by the successful offerors shall meet all requirements of the Occupational Safety and Health Act (OSHA) and Federal, State, and Local requirements relating to clean air and water pollution.
6. Offeror shall submit the percentage amount of gross sales(excluding Texas State Sales Tax) of the said Commissary Services to be paid to Walker County. The Commissary fee will be due weekly, every Thursday, for the prior month's activity.
7. Offeror shall fully explain the software proposed to accomplish requirements of this RFP. Example: Integration with NCIC (Inmate telephone provider). Attach a step by step explanation of each phase of the system including accountability of funds and the checks and balances provided.
8. Offerors response shall include response time in hours to have a representative on site for the following issues:
 - Items that are delivered in error
 - Issues with hardware/software
9. Submit References.
10. Offeror shall comply with all federal, state, county and local laws governing this type of services. Texas Local Government Code Chapter 351.0415 COMMISSARY OPERATION BY SHERIFF OR PRIVATE VENDOR governs the operation of the jail commissary and pursuant to section (a) dictates that the commissary must be operated in accordance with rules adopted by the Commission on Jail Standards under Texas Administrative Code Title 37, Part 9, Chapter 291.3. By submitting a proposal for operation of the jail commissary, contractor acknowledges compliance with above referenced laws.
11. Minimum Standards For Responsible Prospective Offerors. Offeror must affirmatively demonstrate their responsibility; and must meet the following requirements:
 - Have adequate financial resources, or the ability to obtain such resources as required;
 - Be able to comply with the required or proposed delivery schedule;
 - Have a satisfactory record of performance;
 - Have a satisfactory record of integrity and ethics;
 - Be otherwise qualified and eligible to receive an award.

*The Walker County Jail may request representation and other information sufficient to determine the Contractor's ability to meet these minimum standards listed above.

12. Signed RFP and Required Forms
 - a. Certification of Offer
 - b. Conflict of Interest Questionnaire
 - c. Certificate of Interested Parties
 - d. House Bill 89 Verification
 - e. Certificate of Insurance

13. Submit three (3) copies of the proposal, along with an original proposal and a thumb-drive.

X. PERFORMANCE BONDS. If the total proposal is more than \$100,000, then a performance bond is required. Based on receiving notification of Commissioner's Court approval, the Contractor shall submit a performance bond for the full amount of award from a certified State of Texas surety company. Should the payment bond not be provided within ten (10) calendar days, the County reserves the right to award to next responsible, responsive Contractor. Original performance bond to be submitted to the Purchasing Agent, 1301 Sam Houston Ave. Rm 235, Huntsville, TX 77320. The bond shall remain in effect until the closeout of the project is finalized.

Y. PAYMENT BOND. Based on receiving notification of Commissioner's Court approval, the Contractor shall submit a payment bond for the full amount of award from a certified State of Texas surety company. Should the payment bond not be provided within ten (10) calendar days, the County reserves the right to award to next responsible, responsive Contractor. Original payment bond to be submitted to the Purchasing Agent, 1301 Sam Houston Ave. #235 Huntsville, TX 77340. The bond shall remain in effect until both the final payment is made and the closeout of the project is finalized.

Z. LAWS AND REGULATIONS.

The respondent's attention is directed to the fact that all applicable State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction shall apply to the award throughout, and they will be deemed to be included in the response document the same as though herein written out in full.

AA. WARRANTIES. All work shall be guaranteed a minimum of 365 days by the successful Contractor. The County will not conduct any testing; contractor will be responsible for product and workmanship to ensure all warranty and specifications are met.

BB. CONTRACTOR'S QUALIFICATIONS: Contractor certifies that he/she is a duly qualified, capable and otherwise bondable business entity; that he/she is not in receivership or contemplates same, and has not filed for bankruptcy. He/she further certifies that the company, corporation or partnership does not owe any back taxes within Walker County; that he/she is able and capable of performing this contract through his/her own resources without subcontracting or assignment, and that he/she normally engages in this type of business. Contractor further warrants that he/she is familiar with all laws, regulations and customs applicable to this type of service. Contractor shall have 3 years OR more experience in providing like services to other facilities.

CC. PATENTS/COPYRIGHTS. Contractor agrees to protect the Walker County Jail from claims involving infringements of patents and/or copyrights.

DD. PERFORMANCE OF CONTRACT. The Walker County Jail reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the Walker County Jail in the event of breach or default or resulting contract award.

EE. PRODUCTS. Only items approved by the Walker County Jail, or their designee can be sold in Commissary.

References: List three (3) references, located in Texas for which offeror has performed similar types of services and or goods within the last five (5) years. Include contact persons and phone numbers. Other government entities are preferred.

1. Company Name: _____
Address: _____
Contact Person: _____
Telephone No.: _____

Brief Description of project: _____

2. Company Name: _____
Address: _____
Contact Person: _____
Telephone No.: _____

Brief Description of project: _____

3. Company Name: _____
Address: _____
Contact Person: _____
Telephone No.: _____

Brief Description of project: _____

Revised 8/14/2024

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.

ATTACHMENT B

CERTIFICATE OF INTRESTED PARTIES

Texas Ethics Commission (Form 1295)

Texas Government Code effective January 1, 2016 requires that a governmental entity receive a Certificate of Interested Parties Texas Ethics Commission Form 1295 before entering into a contract with Walker County. This included new, amended, extended or renewed contracts that meets one or both of the following criteria:

1. Requires an action or vote by the Commissioners Court
2. Has a value of at least \$1 million.

Vendor must:

1. Go to : <https://www.ethics.state.tx.us/File/> click on Form 1295 Filings, click on the click here if you do not have a user ID and follow the instructions to set up an account. If you already have an account then you may log in and proceed with the process.
2. Submit and print a copy of the form which will contain a unique certification number
3. An authorized agent of the Respondent must sign the printed copy of the form
4. The completed Form 1295 must be included with your solicitation when it is submitted to Walker County. (Scanning and emailing this form is sufficient for renewals & maintenance of solicitations)

Helpful Tips for completing Form 1295 (Please note this is not legal advice):

1. Who is the contract with – click “Other Governmental Entity”
2. Governmental Entity Name – Walker County, Texas
3. Contract ID Number – This will be the solicitation number and name as specified at the top of this document.
4. Read the Ethics Commissions definition of interested party, controlling interests and intermediary interest prior to completing this form.

Any delay in returning this form will result in delay of approval and/or award of the contract. If this form is not returned, Walker County will not proceed with the approval and/or award of the contract.

Form provided by Texas Ethics Commission

ATTACHMENT C

HOUSE BILL 89 VERIFICATION

Prohibition on Contracts with Companies Boycotting Israel

The 85th Texas Legislature approved new legislation, effective Sept. 1, 2017, amended Sept. 1, 2019, which amends Texas Local Government Code Section 1. Subtitle F, Title 10, Government Code by adding Chapter 2270 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it

- 1) does not boycott Israel and
- 2) will not boycott Israel during the term of the contract with Walker County

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and
2. "Company" means an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit. The law applies to only contracts that are between governmental entity and company with 10 or more full-time employees; and have a value of \$100,000 or more that is to be paid wholly or partly from public funds of the government entity.

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

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

Company Name

Signature of Authorized Official

Date

Title of Authorized Official

Any delay in returning this form will result in delay of approval and/or award of the contract. If this form is not returned, Walker County will not proceed with the approval and/or award of the contract.