



WALKER COUNTY PURCHASING OFFICE

717 FM 2821 West, Suite 500 Huntsville, Texas 77320 (936) 435-2400

December 15, 2015

RFP # C2360-16-018 – Commissary for the Walker County Jail

The enclosed REQUEST FOR PROPOSAL (RFP) and accompanying documents, specifications and statement of work are for your convenience in submitting an offer for the enclosed referenced products and/or services for WALKER COUNTY SHERIFF'S OFFICE.

Sealed PROPOSALS shall be received no later than:

10:00 A.M., THURSDAY, DECEMBER 31, 2015

MARK ENVELOPE:

"RFP # C2360-16-018 – Commissary for the Walker County Jail"

All envelopes **must be sealed and mark with "RFP# C2360-16-018 – Commissary for the Walker County Jail"**

All bids' & additional forms **must be signed and received at the designated location by the deadline shown.** Offers received after the deadline **will not be considered** for the award of the Contract and shall be considered void and unacceptable. Please include a copy of your certificate of insurance.

YOU MAY HAND DELIVER OR MAIL TO:

**Charlsa Dearwester
Assistant Purchaser
Walker County Purchasing
1301 Sam Houston Ave, Suite 235**

**** Packages delivered by the U.S. Postal Service to the Walker County address are subject to delays that may cause a response to be rejected due to missing a solicitation receipt deadline. Respondents using the U.S. mail should take this possible delay into account when using the U.S. mail.**

It is the bidder's responsibility to verify the issuance of addendum in regard to this bid. All

Addendums shall be submitted to all known bidder's and shall be posted on the Walker County website at <http://www.co.walker.tx.us/departments/fdd=15-0>. Walker County shall not be responsible for failed internet connections or power interruptions.

Walker County appreciates your time and effort in preparing a Proposal. Pursuant to the provisions listed below, sealed proposals subject to the conditions and requirements made a part hereof will be received at this office until 10:00 a.m. on Thursday, December 31, 2015. All proposals received after that time will be returned unopened. Proposals will be opened at 10:00 a.m. at the Walker County Purchasing Office, 1301 Sam Houston Ave, Suite 235, Huntsville, Texas, 77340. The names will be publicly read aloud.

WALKER COUNTY
REQUEST FOR PROPOSAL
RFP # C2360-16-018 – Commissary for the Walker County Jail

WALKER COUNTY'S INTENT of this Request for Proposal and resulting contract is to obtain proposals from and the services of a qualified company with experience in providing commissary items for the inmates at the Walker County Jail located at 655 FM 2821 W, Huntsville, Texas, 77320.

IT IS UNDERSTOOD that Walker County, Texas reserves the right to accept or reject any and/or all proposals as it shall deem to be in the best interest of Walker County. Receipt of any proposal shall under no circumstances obligate Walker County to accept the highest proposal. The award of this contract shall be made to the responsible offerer whose proposal is determined to be the highest evaluated offer resulting from negotiation, taking into consideration the relative importance of price and the other evaluation factors set forth in the request for proposal.

PROPOSALS SHALL include this RFP and all additional documents submitted. Each proposal shall be placed in a sealed envelope, and each signature page shall be manually signed by a person having the authority to bind the firm in a contract. The envelope shall be sealed and clearly marked. (RFP# C2360-16-018 – Commissary for the Walker County Jail) **An original must be submitted.** FAX TRANSMITTALS SHALL NOT BE ACCEPTED.

LATE PROPOSALS: Proposals received in the Walker County Sheriff's Office after submission deadline shall be returned unopened and will be considered void and unacceptable. Walker County is not responsible for lateness of mail carrier, etc. and the time/date stamp clock in the Walker County Sheriff's Office shall be the official time of receipt.

ALTERED PROPOSALS: Any interlineations, alteration, or erasure made before opening time must be initialed by the signer of the proposal, guaranteeing authenticity.

WITHDRAWAL OF PROPOSAL: A proposal may not be withdrawn or cancelled by the offerer for a period of ninety (90) days following the date designated for the receipt of proposal, and offerer so agrees upon submittal of their proposal.

PROPOSALS WILL BE received and publicly acknowledged at the location, date and time stated above. Offerers, their representatives and interested persons may be present. Proposals shall be received and acknowledged only so as to avoid disclosure of the contents to competing offerers and kept secret during negotiation/evaluation process. However, all proposals shall be open for public inspection after the contract is awarded, except for trade secrets and confidential information contained in the proposal and identified by offerer as such.

County may request a system presentation after receipt of submittals.

I. SCOPE OF WORK

A. PURPOSE:

Walker County's intent of this Request for Proposal and resulting contract is to obtain proposals for full commissary services for inmates of the Walker County Jail, 751 FM 2821 W, Huntsville, TX, 77320.

B. INFORMATION/QUESTIONS:

Requests for information related to this RFP should be directed to:

Captain Steve Fisher	or	Lt. Keith DeHart
Walker County Jail		Walker County Jail
655 FM 2821 West		655 FM 2821 West
Huntsville, TX 77320		Huntsville, TX 77320
936-435-2400/phone		936-435-2400/phone

C. EVALUATION CRITERIA AND FACTORS:

The County will review all responses to assure compliance with the specifications; failure to comply may result in offerer being excluded from further consideration. The requirements listed shall be met by all offerer's proposals. In instances where the proposal differs from these requirements, offerer shall note the differences and describe in detail how their proposal will meet the County's needs without including their specific requirement. A commissary is a vital service to the Sheriff's Office.

The evaluation criterion allows for a maximum of 100 points and is grouped as follows:

10 Pts	Product List/Prices
20 Pts	% of Gross Sales Offered
20 Pts	Integration with Inmate Phone System (Legacy)
10 Pts	References
40 Pts	Customer Service
100 Pts	Total

II. GENERAL CONTRACT TERMS AND CONDITIONS

- A. **CONTRACT AWARD**
Walker County reserves the right to award the contract to the highest evaluated proposal resulting from negotiation, considering the weighted factors of evaluation.
- B. **CONTRACT**
This proposal, submitted documents and any negotiated terms, when properly accepted by Walker County, shall constitute a contract equally binding between the successful offerer and Walker County. No different or additional terms will become part of this contract with the exception of a Change Order.
- C. **TERM OF CONTRACT**
The term of this contract shall be for five years from January 1, 2016 through December 31, 2020.
- D. **CHANGE ORDERS**
No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing to the Walker County Sheriff.
- E. **CONFLICT OF INTEREST**
No public official shall have interest in this contract, in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5, Subtitled C, Chapter 171.
- F. **ETHICS**
The offerer shall not accept or offer gifts or anything of value nor enter into any business arrangement with any employee, official or agent of Walker County.
- G. **ADDENDA**
Any interpretations, corrections or changes to this Request for Proposal and Specifications will be made by addenda. Sole issuing authority of addenda shall be vested by the Walker County Sheriff. Addenda will be posted on the Walker County website (www.co.walker.tx.us under Sheriff – Jail Division – Public Announcement) and faxed to all who are known to have received a copy of this Request for Proposal. Offerers shall acknowledge receipt of all addenda.
- H. **COMPLIANCE**
Proposal must 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.

I. MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE OFFERERS:

Contractor must affirmatively demonstrate their responsibility; and must meet the following requirements:

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

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

J. REFERENCES:

Walker County requests offerer to supply, with this RFP, a list of at least three (3) references located in Texas where like commodities/services have been supplied by their firm. Include name of firm, address, telephone number and name of representative. Walker County reserves the right to contact additional references and consider findings in the evaluation criteria.

K. INDEMNIFICATION:

Contractor agrees to indemnify and hold the County and/or its agents 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 bidder, or of any agent, employee, sub-contractor or supplier in the execution of, or performance under, any contract which may result from bid award. Successful bidder 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 bidder 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 Sheriff's Office 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 Sheriff's Office shall give the Contractor notice³ 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 Sheriff's 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.

L. TERMINATION FOR DEFAULT:

In the event the successful bidder 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 bidder 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 bidder, default will be declared and all the successful bidder's rights shall terminate. Bidder, in submitting this bid, agrees that Walker County shall not be liable to prosecution for damages in the event that Walker County declares the bidder in default.

M. TERMINATION FOR CONVENIENCE:

The Walker County Sheriff's Office reserves the right to terminate the contract upon sixty (60) days written notice for its convenience, or for any reason deemed by the Hill County Sheriff's Office. This agreement may be terminated by the Contractor at any time, with or without cause, upon not less than sixty (60) days notice, delivered by Certified Mail or in person to the Walker County Sheriff's Office at 655 FM 2821 West, Huntsville, TX, 77320. In either event, notice shall be effective upon receipt of Contract with the Walker County Sheriff's Office.

N. CONTINUITY OF SERVICES:

1. The Contractor recognizes that the services under the contract are vital to the Walker Walker County Sheriff's Office and must be continued without interruption and that, upon contract expiration, another Contractor may continue them. The Contractor 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.
2. 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.

O. 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.

P. DOCUMENTATION:

Contractor shall provide with this proposal response, all documentation required by this RFP. Failure to provide this information may result in rejection of proposal. Any material that is to be considered as confidential in nature must be clearly marked as such by the Contractor and will be treated as confidential by the Walker County Sheriff's Office.

Q. LIABILITY:

Successful offer 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 offerer, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from award of this RFP. Successful offerer shall pay any judgment with cost which may be obtained against Walker County growing out of such injury or damages.

R. ASSIGNMENT:

The successful Contractor shall not sell, assign, transfer or convey any contract resulting from this RFP, in whole or in part, without the prior written consent of the Walker County Sheriff.

S. SALES TAX:

Walker County is by statute exempt from the State Sales Tax and Federal Excise Tax.

T. TERMINATION OF CONTRACT:

The obligation to provide further service under the terms of the resulting agreement may be terminated by the County upon ninety (90) days written notice. In the event that Walker County chooses to discontinue this contract either by termination or not extending the contract the offerer warrants that it will remove all its equipment from the facilities without charge. Service and equipment will not be removed until another Vendor has been acquired. The removal of equipment and disconnecting of service process will occur during the implementation of the new system with minimal interruption of service to this facility. It will be necessary that the incumbent vendor cooperate with the new vendor during the implementation of the new system.

If either party defaults in the performance of any obligation under this Agreement, then the non-defaulting party shall give the defaulting party written notice of its default setting forth with specificity the nature of the default. If the defaulting party fails to cure its default

within 30 days after receipt of the notice of default, then the non-defaulting party shall have the right to immediately terminate this Agreement and pursue all other remedies available to the non-defaulting party, either at law or in equity.

U. PATENTS/COPYRIGHTS:

Contractor agrees to protect the Walker County Sheriff's Office from claims involving infringements of patents and/or copyrights.

V. PERFORMANCE OF CONTRACT:

The Walker County Sheriff's Office 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 Sheriff's Office in the event of breach or default or resulting contract award.

W. INVOICES AND FEES:

Invoices and fees shall be mailed directly to:

Walker County Auditor's Office
P.O Box 1260
Huntsville, TX 77340

The invoices shall show:

Name and address of successful Contractor Detailed breakdown of all charges for the services or products delivered, stating any applicable period of time as required by these specifications. Invoices shall be based upon actual products delivered.

X. PAYMENT:

Payments will be made upon receipt and acceptance by the Walker County Sheriff's Office of all completed services and/or products ordered and receipt of a valid invoice, in accordance with Texas Government Code, Chapter 2251.

Y. PRICES:

Price increases must be presented to the Walker County Sheriff's Office in writing and will not become effective until approved by the Walker County Sheriff in writing.

Z. PRODUCTS:

Only items approved by the Walker County Sheriff or his designee can be sold in the commissary.

AA. **INSURANCE:**

The awarded Offerer shall instruct his insurance agent or carrier to furnish at his/her own expense, to the County, a Certificate of Liability Insurance listing the County as **"Additional Insured"**.

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

- 1.) Statutory workers comp in accordance with State of Texas requirements.
- 2.) Commercial General Liability at minimum combined single limits of (\$500,000 per occurrence and \$500,000 general aggregate) for bodily injury and for property damages, which coverage shall include products/completed operations at \$500,000 per occurrence. Coverage must be written on an occurrence form.
- 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. All insurance must be written on forms filed with and approved by the Texas Board of Insurance. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent.

All of the aforementioned policies shall be issued immediately after the bidder receives notification of award.

Acceptance of proof of insurance supplied by the successful offerer, nor failure to disapprove the insurance shall relieve the successful offerer of full responsibility of liability, damages and accidents as set forth herein.

No additional payments shall be made for any insurance that the successful offerer may be required to carry.

II. SPECIFICATIONS

- A. Deliveries shall be weekly on Thursdays. Only exceptions may be due to holidays or emergencies and shall be approved by the Walker County Sheriff or his designee.
- B. Location of Delivery: Walker County Jail
655 FM 2821 W.
Huntsville, TX 77320
- C. Contractor shall deliver items in a climate controlled vehicle and shall be delivered by the Contractor; not by mail or any other delivery service.
- D. Items shall be delivered in sturdy shipping containers.
- E. Items shall be separated in sealed bags by each order with a receipt.
- F. Items in error, missing items or damaged items shall be corrected on the same date as delivered.
- G. Items that are ordered incorrectly and are in unopened packaging shall be picked up on the same date as delivered and a credit issued.
- H. All computer hardware/software shall be provided by Contractor at no cost to Walker County.
- I. Contractor shall provide training to the staff of Walker County at no cost.

- J. Software provided to Walker County must be capable of generating weekly and monthly reports for the Walker County Auditor's office.
- K. The software provided must have options to allow certain restrictions for the staff.
- L. Contractor must be able to integrate with our current inmate telephone system which is provided by Infinity Networks.
- M. Contractor must provide customer service 24 hours a day, 7 days a week.
- N. Contractor must provide a service technician to respond on the same day for problems with the commissary.
- O. Contractor is responsible for paying all taxes involving commissary.
- P. Contractor shall provide name brand products; expired dated products will not be accepted.
- Q. Walker County Jail population changes on a daily basis; the maximum population is 162 and current daily average is 145.
- R. As a matter of general policy, prices of all items shall be comparable to those charged in convenience stores located in the Walker County area.

III. EVALUATION CRITERIA

- A. Submit product list and prices to be sold in commissary operations.
- B. Successful offerer shall pay, without demand, at the office of the Walker County Sheriff's Office a fee for the purpose of providing Commissary Services to the county, the amount of _____ % of the gross sales (excluding Texas State Sales Tax) of the said Commissary Services. Commissary fee will be due on the 15th of the month for the prior month's activity.
- C. Offerer shall fully explain the software proposed to accomplish requirements of this RFP i.e. integration with Infinity Networks (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.
- D. Submit references below.
- E. What is your response time in hours to have a representative on site for the following issues:
 - 1. Items that are delivered in error
 - 2. Issues with hardware/software

Government/Company Name: _____
Address: _____
Contact Person and Title: _____
Phone: _____ FAX: _____
Email: _____
Contract Period: _____ Scope of Work: _____

Government/Company Name: _____
Address: _____
Contact Person and Title: _____
Phone: _____ FAX: _____
Email: _____
Contract Period: _____ Scope of Work: _____

Government/Company Name: _____
Address: _____
Contact Person and Title: _____
Phone: _____ FAX: _____
Email: _____
Contract Period: _____ Scope of Work: _____

CERTIFICATION OF BID

The undersigned affirms they are duly authorized to execute the contract, that this bid has not been prepared in collusion with any other bidder, and that the contents of this bid have not been communicated to any other bidder prior to the official opening of this bid.

Signed By: _____ Title: _____

Typed/Printed Name: _____

Company Name: _____ Date: _____

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

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

Email Address: _____

Employer Identification Number or Social Security No: _____

CONFLICT OF INTEREST QUESTIONNAIRE FORM CIQ

<p>This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the government entity.</p> <p>By law this questionnaire must be filed with the records administrator of the local government not later than the 7th. Business day after the date the person becomes aware of facts that require the statement to be filed. (See Section 176.006, Local Government Code)</p> <p>A person commits an offense if the person violates Section 176.006, Local Governmental Code. An offense under this section is a Class C misdemeanor.</p>	<p>OFFICE USE ONLY DATE RECEIVED:</p>
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<p>1. Name of person doing business with local governmental entity.</p>
<p>2. <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.</p> <p>(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1, of the year for which an activity described in Section 176.006 (a), Local Government Code, is pending and not later than the 7th business day after the originally filed questionnaire becomes incomplete or inaccurate)</p>
<p>3. Name each employee or contractor of the local governmental entity who make recommendations for a local government officer of the governmental entity with expenditures of money AND describe the affiliation or business relationship</p>
<p>4. Name each local government officer who appoints or employs local government officers of the governmental entity for which this questionnaire is filed AND describe the affiliation or business relationship.</p>

CONFLICT OF INTEREST QUESTIONNAIRE FORM CIQ

Page 2

(For vendor or other person doing business with local governmental entity)

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

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

☐ YES

☐ NO

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

☐ YES

☐ NO

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

☐ YES

☐ NO

D. Describe each affiliation or business relationship.

6.

Signature of person doing business with the governmental entity

Date