



**COUNTY OF EL PASO**  
800 E. Overland, Suite 300  
El Paso, Texas 79901  
(915) 546-2048 (915) 546-8180 Fax

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### **Notice to Interested Parties**

Sealed bids will be received at the County Purchasing Department, 800 E. Overland, Suite 300, El Paso, Texas 79901 before 2:00 p.m., Monday, September 22, 2014 to be opened at the County Purchasing Office the same date for Inmate Commissary Services for the Detention Facility & Jail Annex. A walk-thru will be held on Wednesday, September 10, 2014 at 9:00 a.m. in the Detention Facility located at 601 East Overland, El Paso, Texas 7990. A secondary walk-thru will be held at the Jail Annex located at 12501 Montana, El Paso, TX 79938. The pre proposal conference will follow. All cleared vendor must meet in the front lobby.

**Proposals must be in a sealed envelope and marked:  
"Proposals to be opened Monday, September 22, 2014  
Inmate Commissary Services for the  
Detention Facility & Jail Annex  
RFP Number 14-049"**

**Do not contact the requesting department. Any questions or additional information required by interested vendors must be e-mailed to: [bidquestions@epcounty.com](mailto:bidquestions@epcounty.com) before Thursday, September 11, 2014, at 12:00 p.m. Proposal number and title must be on the "Subject Line" of the e-mail. Attempts to circumvent this requirement may result in rejection of the proposal as non-compliant.**

Any changes in the specifications will be posted on the County website as an addendum. It shall be the proposer's responsibility to check the website prior to the bid opening date to verify whether any addendums have been posted. Website: [www.epcounty.com](http://www.epcounty.com) Bids and more.

Award will be made based on a review of qualifications, scope of services and price. **COMMISSIONER'S COURT RESERVES THE RIGHT TO REJECT ANY AND ALL PROPOSALS AND WAIVE TECHNICALITIES.** Only proposals that conform to specifications will be considered. Successful Proposer shall not order items or services until a Purchasing Order is received from the County Purchasing Office. Payment will not be made on items delivered without an Agreement.

In order to remain active on the El Paso County Vendor list, each Vendor receiving this proposal must respond in some form. Vendors submitting a proposal must meet or exceed all specifications herein.

**KENNIE DOWNING**  
Purchasing Agent

# El Paso County Code of Ethics Training Affidavit

(This form must be signed by an officer, principal, or individual authorized to bind the company under a contract with the County.)

IN COMPLIANCE WITH CHAPTER 161 OF THE TEXAS LOCAL GOVERNMENT CODE, ANY VENDOR INVOLVED IN A SINGLE PROCUREMENT EXCEEDING \$50,000 MUST COMPLETE THE ENCLOSED ETHICS TRAINING BEFORE SUBMITTING A BID OR PROPOSAL WITH THE COUNTY OF EL PASO.

Purpose: The stability of democracy depends upon the continuing consent of the governed, which in turn depends upon the trust the electorate holds for its government. The Ethics Commission of the County of El Paso, Texas, in concert with elected county officials, as well as leaders of the various county departments, recognizes the need to maintain the public trust and confidence in the workings of county government and thus adopts this Code of Ethics.

What is a vendor:

Any person or their representative or employee whose goods and services are purchased under the terms of a purchase order or contractual agreement with the county; and any other persons doing business with the County.

Procurement: In advising upon, discussing, recommending, and/or granting any County purchases, bids or contracts, County public servants shall inform themselves about their financial interests, and shall make a reasonable effort to inform themselves about the financial interest of their family members.

County public servants shall excuse themselves from exercising influence, participating in, discussing, recommending, and/or granting of any County purchases, bids, or contracts if they or a family member have a substantial financial interest.

Private Communication: No member of the El Paso County Commissioners Court, County Elected Officials/Department Heads or the El Paso County Hospital District Board of Managers shall permit any vendor, its lobbyists, representative, or employee to communicate with him privately regarding any procurement of items by the County or the Hospital District from the date that the bid, RFP, or RFQ is authorized or released, whichever is first. No private communication regarding the purchase shall be permitted by a member of the Commissioners Court, a county elected official/department head, or

## El Paso County Code of Ethics Training Affidavit (continued)

the hospital district board of managers until the procurement process is complete and a purchase order is granted or a contract is entered into.

Members of the Commissioners Court, county elected officials/department heads and the board of managers shall make a reasonable effort to inform themselves regarding procurements and shall have a duty to inquire of vendors, their lobbyists, representatives, or employees, the nature of the private communication being sought prior to engaging in any communication.

This prohibition against private communication with vendors, their lobbyists, representatives, or employees shall apply to commissioners court approval of hospital district purchases.

I \_\_\_\_\_ am an officer, principal, or individual

(Full Name)

authorized to bind the company, known as

\_\_\_\_\_  
(Company name)

By reading and signing this document, I confirm that I have been trained in the County of El Paso's Code of Ethics regarding Vendors. I understand that any contact by myself or any representative of the company with a County of El Paso official or county employee, other than those shown on the RFP or bid documents shall cause the bid or proposal to be immediately disqualified from consideration of award.

Name \_\_\_\_\_

Title \_\_\_\_\_

Company Name \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_



**EL PASO COUNTY PURCHASING DEPARTMENT  
800 E. OVERLAND AVE., ROOM 300  
EL PASO, TEXAS 79901  
(915) 546-2048  
FAX: (915) 546-8180**

**Memorandum**

**To:** All Vendors

**Subject:** County Purchasing New Vendor/Bid System & Online Vendor Registration

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The Purchasing Department has implemented its new bid processing vendor notification/registration system. The new system will allow vendors to register and maintain their vendor file in real time without the intervention of the Purchasing Department. Vendors will maintain their address information and contact information; as well as the commodity information that the vendor wants to be considered for on County bid solicitations. Vendors will be given a choice of receiving hard copy bid notifications, or electronic notifications to the vendors designated email and/or cellular telephone text number. We hope that the changes will help our vendors receive their solicitations in a more effective and efficient manner that will benefit both the County and the vendor with more timely, accurate, competitive bids.

All vendors wishing to receive or continue to receive bid notifications must register in this new system at [www.epcounty.com](http://www.epcounty.com). /Bids & More/Vendors List. Thank you for your cooperation. If you have any questions please contact Sally Borrego at (915)546-2048.

## EL PASO COUNTY SIGNATURE PAGE

<b>Description – RFP # 14-049</b> <b>Inmate Commissary Services for the</b> <b>Detention Facility &amp; Jail Annex</b> Vendor must meet or exceed specifications	
Description	Cost
Commission Rate based on net sales generated	%
Cost per hygiene kit	\$
Cost for optional second integration/interface for the Tyler Munis financial ERP system	\$
<b>**Pricing of items for sale to be fair and competitive with local pricing in the community.**</b>	
Please do not include tax, as the County is tax-exempt. We will sign tax exemption certificates covering these items. <b>Please submit one (1) original copy and six (6) CD or Flashdrive copies in Word/PDF Format of your proposal. Electronic copies must reflect the original hard copy.</b>	

I or we agree to furnish the following described equipment, supplies, or services for the prices shown in accordance with specifications listed below or attached. By execution of this proposal, I hereby represent and warrant to El Paso County that I have read and understood the Proposal Documents and the Contract Documents and this proposal is made in accordance with the Proposal Documents.

Please quote prices and discounts on the following items:

F. O. B. El Paso County

\_\_\_\_\_  
Company

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
Federal Tax Identification No.

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
DUNS Number (Applicable to Grant Funded Project)

\_\_\_\_\_

\_\_\_\_\_  
Representative Name & Title

\_\_\_\_\_  
Telephone Number include area code

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Fax Number include area code

\_\_\_\_\_  
Date

\_\_\_\_\_  
Email Address

**\*\*\*THIS MUST BE THE FIRST PAGE ON THE PROPOSAL SUBMITTED\*\*\***

# **Inmate Commissary Services for the Detention Facility & Jail Annex**

**RFP #14-049**



**Opening Date  
Monday, September 22, 2014**

## PROJECT OVERVIEW

The El Paso County Sheriff's Office "The County" is requesting proposals from qualified companies for the provision of commissary services for the El Paso County Detention Facility the Jail Annex. These services are to be provided in compliance with all applicable state and federal standards relating to commissary service in jails. The County expects to award a contract for a three-year (3) period, with two annual extension options, not to exceed five (5) contract years.

Proposals will be received for off-site inmate Commissary Services only.

## NON-MANDATORY PRE-PROPOSAL WALK-THROUGH

For those bidders who want to familiarize themselves with the County's commissary operations, a non-mandatory pre-proposal walk-through will be held on the date and times below. Please note that anyone entering the jail is required to be pre-screened at least 24 hours prior to the walkthrough. (See "mandatory criminal background investigation" for further details):

A walkthrough is scheduled on Wednesday, September 10, 2014 at 9:00 a.m. starting at the El Paso County Downtown Detention Facility, located at 601 E. Overland El Paso, Texas 79901. Immediately following a secondary walk-thru will be held at the Jail annex located at 12501 Montana El Paso TX 79938. The pre proposal conference will be held at the jail annex. All **cleared** vendors must meet in the front lobby.

**A criminal background check is required for ALL persons attending the walkthrough. Only persons cleared by the Sheriff's Department will be allowed to participate in the walkthrough. NO EXCEPTIONS.**

## **MANDATORY CRIMINAL BACKGROUND INVESTIGATION**

Prior to the scheduled walkthrough, Vendor shall provide the information listed below for all persons who will participate in the walkthrough. Information shall be e-mailed to Araceli Hernandez in the Purchasing Department at [arahernandez@epcounty.com](mailto:arahernandez@epcounty.com) before **Tuesday, September 9, 2014 at 12:00 p.m.** Purchasing will forward the information to the El Paso County Sheriff's Office Identification and Records Section:

1. Full Name: First, Middle, Last
2. Home Address
3. Date of Birth
4. Drivers License or State ID Number
5. Social Security Number

After the contract has been awarded, the successful contractor shall submit a list of employees and supervisors, **who will execute the work inside the Detention Facility and Jail Annex**, for a background investigation, with the following information to the El Paso County Sheriff's Office Identification and Records Section.

1. Full Name: First, Middle, Last
2. Home Address
3. Date of Birth
4. Drivers License or State ID Number
5. Social Security Number

*The Sheriff may deny access to security areas to any employee who failed the background investigation.*

### MINIMUM QUALIFICATIONS OF THE PROPOSER

1. The Responder must have demonstrated experience in the successful operation of inmate commissary services for at least five (5) years.
2. The Responder must have demonstrated experience in the successful operation of inmate commissary services in facilities of similar size as the combined population of the Detention Facility and the Jail Annex (currently 2,454).
3. The Responder must understand that the Jail Annex is expanding with an additional 432 beds in 2016 which will bring the total population to 2,886.
4. The Responder must supply at least one reference in which they are providing commissary services to an agency with a combined jail population in excess of 2,000
5. The Responder must be licensed to do business in Texas.

### SCOPE OF WORK

#### Description of Services:

The purpose of the commissary operation is to allow inmates to purchase food items, personal care products, and additional clothing items not regularly issued to inmates by the County. The inmate trust account service will provide a bank type account for each inmate while they are incarcerated. The inmates, family, or friends may deposit funds into these accounts. Expenditures made by inmates shall be deducted from their own individual trust accounts.

1. Commissary services shall be provided at:
  - a. El Paso County Detention Facility located at 601 E. Overland St, El Paso, Texas 79901. The Downtown Detention facility has a capacity of 1,000 inmates.
  - b. Jail Annex located at 12501 Montana Ave, El Paso, Texas 79938. The Jail Annex has a current capacity of 1,454 inmates.
2. The successful Respondent shall provide all labor, materials, and equipment including , but not limited to: all employee labor, commissary products, forms, supplies, packaging materials, furniture, and computer hardware and software to operate and stock an off-site inmate commissary operation, and all Kiosk equipment to include the kiosks, cable, and other IT infrastructure including, switches needed to interconnect the new system kiosks, and data services necessary to establish a working Kiosk ordering system at no cost to the County. Each inmate shall have access to this service a minimum of once per week, based on a Tuesday/Wednesday and a Friday delivery schedule. Some deliveries on other days may be necessary.
3. Provide one kiosk in every cellblock of each location including hardware and software and provide the cable wiring, patch panels, and network equipment necessary to connect these points of service throughout both facilities. The Jail Annex currently has 72 cell blocks plus ward and isolations cells. An additional 24 cellblocks plus an infirmary will be added during the expansion. The Detention Facility has 85 cell blocks plus a ward. Kiosks will enable the inmate population to order commissary, submit grievances to security staff, submit sick call requests to medical, etc.



4. Optional: Provide one kiosk in each facility's Intake sections that will allow a new inmate to deposit money to self cash bond out or for immediate crediting into their account for use during incarceration.
5. The successful Respondent shall implement and maintain their own network infrastructure and software system. The software shall be user friendly inmate banking and commissary ordering software, which is compliant with generally accepted accounting principles and with the Texas Statutes with respect to inmate accounts. The accounting system shall be auditable by the El Paso County Auditor's Office. The Sheriff's Office shall approve the Trust Fund Accounting System prior to implementation. The successful Respondent shall provide all software maintenance, training, and upgrades at no cost to the County for the life of the resulting Agreement. The successful Respondent shall provide technical support at no cost to the County 24 hours per day, and 365 days per year via a toll free telephone number. The system must be compatible with the Tyler Odyssey Jail Management System, and GTL (current inmate phone service provider). The system must be compatible with the inmate accounting system which currently is Odyssey (current jail management system) and GTL (current inmate phone service provider).
6. The successful Respondent shall provide a Server, printers, cables, and site licenses for inclusion of the software on multiple County networked personal computers, allowing access to information and reports to the County throughout the County's facilities.
7. The successful Respondent's software shall facilitate inmate commissary ordering, as well as account balance information and facility information bulletins directly to the inmate inside their housing units.
8. Hardware and software must allow remaining account balance transferred to a vendor-issued debit card or check upon the release of the inmate from custody.
9. The Trust Fund Accounting System must adhere to generally accepted accounting principles.
10. The contractor shall set up all systems for both facilities to be operational by a mutually agreed date between the Sheriff's Office and the contractor. The successful Respondent shall ensure full cooperation and coordination with the existing service provider to ensure no disruption of service occurs, resulting in a smooth transition. The successful Respondent shall provide a detailed schedule for implementation of this project.
11. On a quarterly basis, the contractor will deposit an annualized percentage of net revenues to the County's Inmate Trust Fund, which will be mutually agreed upon between the Sheriff's Office and contractor.
12. The successful Respondent shall provide one full time commissary manager locally available to operate and maintain the inmate commissary software and the appropriate number of staff to fulfill the requirements of this RFP. The number of staff utilized by the successful Respondent shall be increased accordingly to meet the demands for this service to maintain the level of service expected by the County ensuring compliance at all times with all regulations, statutes, accreditations, etcetera. Employees who have contact with inmates must be medically screened prior to job assignment.

13. The successful Respondent shall ascertain order accuracy and inmate acceptance of commissary items delivered, and resolve all issues or complaints associated with commissary orders within twenty-four (24) hours.
14. The Sheriff's Office reserves the right to refuse or restrict contractor's employees' access to the facility at any time.
15. The contractor will agree to abide by all rules, regulations, policies and procedures of the El Paso County Sheriff's Office.
16. The Respondent's new system network infrastructure, switches, etc. shall all live on their own local area network environment for a clear separation of network security, and so the County does not impact performance of this new system and vice versa. A network interface handoff will then be provided to the County for integration into the County infrastructure.
17. The Respondent's new system will also provide its own Data Service Circuit for wide area network connectivity between the facilities and the Respondents home site.
18. The Respondent network infrastructure must be compatible with the El Paso County Cisco switch enterprise environment.
19. The Respondent cable infrastructure must follow the County ITD "Principle and Practice 7001- Cable Specifications" standards.

#### COMMISSARY ORDERING AND FULFILLMENT

The steps provided below are the County's current process of placing and receiving commissary orders. Due to technology improvements, the County will consider any alternative solutions if proposed by the Contractor. Contractor must propose on the procedures as written in this proposal to be considered responsive. If an alternative procedure is offered, submit a separate proposal marked "Alternative solution"

1. The Responder shall have a warehouse in place, or have the ability to establish a commissary warehouse to store and fulfill the commissary orders within 30 days of execution of Agreement with the County.
2. The County has the right to inspect the successful Respondent's warehouse within thirty (30) days from the effective date of the resulting Agreement to determine whether the successful Respondent has the ability to fulfill its contractual obligations to the satisfaction of the COUNTY. Throughout the term of the resulting Agreement, the COUNTY shall retain the right to inspect the successful Respondent's warehouse during regular business hours by a representative of the COUNTY.
3. Contractor must agree to sell 'phone time' in commissary. No phone cards will be issued to inmates. Currently debit time is purchased in increments of \$5.00, \$10.00, and \$20.00. Contractor must provide an interface with the County inmate Telephone system to ensure the debit time purchased is credited appropriately and Respondent must assure compatibility with GTL platform.
4. The inmates will be allowed to purchase items based on an agreed-upon purchase limit that will be established between the Contractor and the Sheriff's Office.

5. The contractor will purchase and maintain adequate levels of inventory to insure that the highest possible level of order fulfillment is maintained.
6. The inventory will be managed off site in a fresh condition and within expiration date code parameters. The respondent will provide a list of items to be sold in the commissary which will be approved by the Jail Administration.
7. Contractor will list all approved commissary items on a menu in a format mutually agreed upon by the Sheriff's Office and the contractor.
8. The contractor will pick up menu orders at each facility on scheduled days
9. The Contractor shall process all inmate orders for both facilities off site and deliver orders to the County already packaged for each inmate. The County doesn't have the facilities for on-site order fulfillment. Contractor will provide single stage delivery of commissary goods to both facilities; no re-staging of goods to be delivered, and therefore no need for temporary holding of delivery goods or equipment on the County's part.
10. All packaging of deliveries will be done off-site of the facilities. The successful Respondent shall provide complete off-site bagging of inmate orders, including all inventory maintenance, at the successful Respondent's secured Operations Center four times per week for a minimum of two deliveries per inmate, per week for all inmates. Orders will be placed in clear bags sealed with tape, and shall include two (2) copies of the invoice containing the items ordered and pricing. The successful Respondent shall provide inmate specific commissary products in security conscious containers. The County will not be responsible for the purchase, control, or handling, of any products offered for sale by the successful Respondent, but will assist Respondent's personnel during delivery, if requested.
11. The Contractor shall deliver commissary orders within twenty-four (24) hours of receipt of order, on pre-approved scheduled days.
12. Contractor's personnel shall deliver inmate orders directly to inmates in the housing units.
13. Additional commissary services: Respondent shall provide a snack cart that allows inmates to order approved commissary items from a snack cart that is brought to each facility on mutually agreed upon days and times.
14. Provide a service that will allow new inmates to purchase pre-packaged, agreed upon hygiene items prior to housing assignment, provided the inmate has the funds to do so.
15. The County will provide the Contractor with its written procedures on handling of inmate grievances concerning commissary delivery, shortages of product, inmate account debits/credits or any other such transaction. Response to these grievances will be in writing within five (5) working days of receipt of grievance.

## **TRANSPORTATION OF COMMISSARY PRODUCTS:**

Within thirty (30) days from the effective date of the resulting Agreement, the successful Respondent shall provide the County with details on how the products and/or orders will be transported from the successful Respondent's distribution center to the County including, but not limited to, the following:

- A. The Respondent's owned vehicles.
- B. Size/number of vehicles in the Respondent's fleet.
- C. The Respondent's staff that will operate and drive the successful Respondent's owned vehicles.
- D. The Respondent's policies and procedures on safely and securely transporting products and orders from the distribution center to the facility.
- E. Dedicated freight services/staff including a backup plan in the event of an interruption in the successful Respondent's primary vehicle and/or transportation employee.
- F. The Respondent shall provide appropriate security measures to prohibit any breach of security while commissary items are in transit from off-site to County locations.

## **KIOSKS IN THE CORRECTIONAL FACILITY:**

- A. The successful Respondent shall provide the installation specifications including electrical and data requirements for the Kiosk equipment. The Respondent will provide the Kiosk at no cost to the COUNTY. The successful Respondent shall bear the expense of labor and materials for the electrical feed and data cables required for the installation of the kiosk equipment in the Correctional facility. Data Services Circuit shall be provided by the respondent so the system does not impact County operations (ex. T1, DSL, Internet cable).
- B. All inmate kiosks shall be indestructible type kiosks, suitable for use in a jail, tamperproof, with steel encased housings and shockproof keypads.
- C. All kiosk instruments shall be waterproof and fireproof.
- D. The successful Respondent shall mount all inmate kiosks firmly to the wall or other supporting device, including cabling to support the kiosks.
- E. Inmates should be able to order their commissary items through the inmate kiosk by entering their name, inmate identification number.
- F. Inmate Kiosks will be initially capable of providing the following information to the inmate:
  - 1. Account history (from date new system goes live).
  - 2. Access account history and balances, place and queue orders, submit and receive responses of grievances electronically.
  - 3. Commissary order entry (kiosk menu prompts, instructions, inquiry date, bilingual (English, Spanish), and have the capability of showing pictures of products), and to post general information applicable to the inmates.
- G. Since the use of kiosks may not always be practical in all situations, the successful Respondent shall provide:
  - 1. A commissary order form so that inmates may hand write their commissary orders.
  - 2. Ordering capabilities via the County's inmate telephone system to provide ordering of commissary products and, shall include a balance query.

## **INVENTORY CRITERIA:**

The successful Respondent shall meet the following criteria with regard items to be maintained in inventory:

- A. All inventory provided shall be mutually agreed upon by the COUNTY and the successful Respondent prior to commencement of services.
- B. The successful Respondent shall provide menu/order forms, in both English and Spanish languages.
- C. The successful Respondent shall be available to meet and discuss additions or deletions to inventory with authorized facility staff as needed.
- D. The successful Respondent shall advise the County of all new products available and the status of current movement of inventory items. This can be done in a report format submitted to the County each month.
- E. The successful Respondent shall meet or exceed a 98% fulfillment order percentage per order.
- F. The successful Respondent shall ensure that no backorders are permitted in the system.
- G. The successful Respondent shall ensure that all items are intended for institutional use. As these items are being used by inmates in detention facilities, any items packaged in glass, heavy metal, or containers that may be used as weapons or tools shall not be accepted and are strictly forbidden.
- H. No products shall contain alcohol.
- I. The product has to meet security confinements for all levels of supervisions to include high risk/ confined and disciplined inmates.

## **GUIDELINES:**

The successful Respondent shall meet the following guidelines:

- A. The successful Respondent shall be required to bag and complete all orders with the successful Respondent's personnel at their warehouse facility and deliver the orders the next day in packaging clearly labeled by inmate location.
- B. The successful Respondent shall be required to provide commissary items which are identified by name and size or weight by ounces on the package and in the original packaging.
- C. The successful Respondent shall be required to provide commissary items which are packaged in clear wrapping or containers.
- D. The successful Respondent shall be required to provide commissary items in plastic bottles which are not able to spray.
- E. The successful Respondent shall provide a three (3) hour or better response time for all problems that can be resolved by remotely accessing the system, and twenty-four (24) hour response time for problems that require on-site resolution.
- F. The successful Respondent shall provide a detailed invoice for all merchandise sold to the inmate.
- G. The successful Respondent shall provide a system for return of orders shipped to inmates who have been released or are otherwise unavailable to receive merchandise and credit inmate's accounts.
- H. The successful Respondent shall provide a complete audit trail for all transactions, with particular emphasis on proof of delivery to the inmate.
- I. The successful Respondent shall be responsible for collecting and remitting all sales taxes to all the applicable taxing authorities for merchandise sold.

## **DELIVERY CRITERIA:**

The successful Respondent shall meet the following delivery criteria:

- A. The successful Respondent shall deliver items in a pre-packaged manner as approved by the County. No items should be purchased from a local store as a means to avoid a possible route for contraband.
- B. The successful Respondent shall inform the COUNTY of its planned time and delivery schedule for security reasons.
- C. The successful Respondent shall package each inmate's order individually, provide for delivery to the inmate at his/her location, and obtain receipt signature for the order.
- D. The successful Respondent shall package orders in clear plastic bags with tamper proof seals and contain two (2) copies of the receipt on self-carbonated NCR paper.
- E. The successful Respondent's delivery schedules shall allow for a minimum of one (1) delivery per week to each inmate. Delivery schedules will be adjusted to accommodate the holiday periods observed by the County, but still allow for a minimum of once per week, per inmate.
- F. The successful Respondent shall not charge any additional fees for delivery.
- G. The successful Respondent shall deliver replacement items within twenty four (24) hours of the original delivery.
- H. The successful Respondent will supply sufficient personnel to deliver commissary orders to each housing area.
- I. The successful Respondent's employees shall wear company uniforms and have a photo ID. Uniforms shall comply with the COUNTY correctional facility standards for appropriate attire.
- J. The successful Respondent's on-site manager must be dedicated exclusively to the purpose of providing commissary services to the County.
- K. Employees assigned to this account by the successful Respondent may not be utilized by the successful Respondent in any other area of their business.

## **FAIR MARKET PRICING:**

The successful Respondent shall ensure that a fair market survey of local pricing for all items offered for sale is conducted annually by a third party:

- A. This survey shall be at the successful Respondents sole expense.
- B. Results of the fair market survey, including information as to where the pricing was obtained and a copy of the competitive survey, shall be provided to the County upon completion.
- C. The successful Respondent shall maintain a market price philosophy in accordance with the Texas Jail Standards.
- D. Commissary prices will be set as not to exceed the fair market value for comparable products sold in the community where the facility is located. The successful Respondent shall provide a fair market pricing survey from a minimum of two (2) sources; with said sources to include: grocery/department stores and or superstores located within the geographical area of the correctional facility. The successful Respondent shall not sell food that competes with the County's food program.
- E. The successful Respondent shall be responsible for an audit of the fiscal management of the commissary by a disinterested party on an annual basis (completed by June 15th of each year) which shall include certification of compliance with the fair market pricing requirements specified above.
- F. The COUNTY reserves the right to determine the final product selling prices to inmates.

## **INMATE BANKING AND COMMISSARY ORDERING SOFTWARE:**

The successful Respondent shall provide and install necessary software which interfaces with the existing accounting software systems currently in use by the COUNTY, which is FAMIS. The successful respondent shall be responsible for all costs for licensing, maintenance, and any other fees associated with making the successful inmate accounting interface with FAMIS, and the respondent's accounting system. The workstations shall be provided by the successful Respondent in order to be used by County staff for inmate trust fund accounting at the correctional facility. The successful respondent will pay for all fees and costs associated with integration to the inmate accounting system. Within one year, the County will be migrating to a new accounting system, Tyler Munis. The County is requesting an optional cost for an additional integration/interface for the system.

- A. The successful Respondent may, at the County's discretion, be asked to open a new bank account for commissary services.
- B. The successful Respondent shall provide the County's, at the end of the term of the resulting Agreement, a copy of all transactional records in a Microsoft Excel format on a disk or CD at no additional cost to the COUNTY.

## **REPORTING:**

The successful Respondent shall provide the following reports to the County on a scheduled basis:

- A. Monthly complaint summary including complaint type and resolution.
  - B. Monthly product sales analysis, to include quantity and dollar value by individual product, category, and associated totals.
  - C. Quarterly and annual summary reports of business activity.
  - D. Weekly product usage reports.
  - E. Weekly indigent report.
  - F. Monthly subsistence report.
  - G. A sales tax report showing respondent's taxes incurred and paid by respondent weekly.
1. The Sheriff's Office reserves the right to have the system audited at any time.
  2. The contractor will provide scheduled reports to the Sheriff's Office on mutually agreed upon times
  3. The Contractor will provide monthly reports to the Downtown Jail and Jail Annex facility Commanders referencing, weekly commissary activity. This information will include financial reports and matters of operational concern. For example: The reports should contain information on sales, number of orders, average per inmate, excessive ordering by inmates, and trends of purchases. Facility Commanders can request specific reporting information. Respondents will provide examples of their reports.
  4. The Contractor will report to facility Commanders any orders for more than \$100, not including phone time orders.

## **THE COUNTY SHALL PROVIDE:**

The COUNTY hereby agrees to provide the following:

- A. The COUNTY will meet with successful Respondent once per quarter to review the program.
- B. The COUNTY shall provide personnel to operate the inmate trust fund software

- accounting system and handle cash transactions as necessary.
- C. The COUNTY shall provide access to inmate locations.
  - D. The COUNTY shall provide adequate heat, lights, ventilation, and all other utilities necessary within the facility to the successful Respondent in order to operate an off-site commissary program.
  - E. The COUNTY shall provide local intercom and business telephone service to the successful Respondent at no charge. The telephone shall be used for local service, business related calls only. Access to additional telephone service for personal use, non-business use, and/or either personal or long distance calls shall be installed at the successful Respondent's expense on a separate telephone (ex. an independent phone line may be requested from a TELCO of the respondents choosing) not connected to the County telephone system. If cabling is required for voice service the respondent must follow County ITD "Principle and Practice 7001- Cable Specifications" standards.

#### **COMPENSATION:**

- A. The successful Respondent shall pay the COUNTY a commission rate based on net sales generated. The commission rate shall be based on the monthly, adjusted net commissary sales. However, the County reserves the right to review and negotiate the commission rate upon each renewal of the resulting Agreement. Commissions are to be paid on the 15<sup>th</sup> of the following month on all paid invoices.
- B. As part of the support the individual needs of the incarcerated adult inmate population, the County provides certain basic necessities in a packaged kit.

#### **A. PROPOSAL SUBMISSION**

- a. Submit One (1) original response on paper and six (6) electronic copies (CD/DVD/Flash drive) in PDF/Word Format to the County of El Paso Purchasing Agent office, no later than Monday, September 22, 2014 at 2:00 p.m. to 800 E. Overland Rm. 300, El Paso, Texas 79901
- b. Submit typed responses on standard 8 ½ x 11 paper, not to exceed 50 pages; by the due date and time listed in this RFP. All proposals shall be submitted in a sealed envelope, clearly marked to indicate that it is in response to County of El Paso RFP #14-049 for INMATE COMMISSARY SERVICES FOR THE DETENTION FACILITY & JAIL ANNEX. Proposals in the form of emails, email attachments, telephone calls, facsimiles will not be accepted.
- c. The proposal shall be signed by an official authorized to bind **the** company in any contract with the County.

#### **B. PROPOSAL FORMAT**

##### **COVER PAGE**

Each proposal must have the County's Proposal Signature Form as the cover page.

##### **LETTER OF TRANSMITTAL**

The Letter of Transmittal must be on official business letterhead and:

- Identify the applicant organization;
- Identify the name and title of the person authorized by the organization to contractually obligate the organization;



- Identify the legal status of the submitting organization (proprietorship, corporation, non/for-profit, etc.).
- Identify the name, title, telephone, email and FAX number of the person to be contacted for clarification;
- Explicitly indicate acceptance of all requirements of the RFP;
- A statement that the cost proposal is valid for 90 days.
- The contractor acknowledges receipt of any and all amendments to this RFP.
- Letter must be signed by the person authorized to bind the company in any contract with the County.

## **TABLE OF CONTENTS**

The Table of Contents lists all subsequent sections and pages of the proposal in the following format.

- (1) Company Profile & Experience
- (2) References
- (3) Cost Proposal

## **COMPANY PROFILE AND EXPERIENCE**

Included in this section, the Respondent shall provide a summary of their current and recent history of past performances related to commissary services. Please address the following information for each item listed below:

### **A. Company Profile**

- 1) Specify the date organized for providing commissary services in correctional facilities. Include a brief history of the organization, management structure, current services provided, target populations served, and any other relevant information pertinent to demonstrating the service provider's capability.
- 2) Specify experience in providing food services in correctional facilities. Include in your discussion:
  - number of employees employed by the company;
  - annualized dollars of payroll; and
  - number of years in business
- 3) Describe a minimum of five (5) similar size institutions with whom you presently have or have had commissary contracts with and include the following information:
  - Client name, address, and telephone number;
  - Date of original contract and expiration date;
  - Number of renewals (if applicable);
  - Type and size of facility; and
  - Dollar amount of contract.
- 4) Identify the warehouse facility or distribution center in which commissary orders will be received, packaged and delivered to the County.
- 5) List all contracts lost, or not renewed in the last four years (list contact person and telephone number). Please provide narrative describing reasons that contracts have not been renewed. Service provider must specifically identify any contracts from which they have asked to be relieved or any contracts that have been canceled prematurely.

- 6) Provide health and safety records of any violations over the last five year period.
- 7) Provide history of claims, litigations, or arbitration with any owner in the last five years.
- 8) Discuss any company reorganization or restructuring that has occurred within the last three years and discuss how the restructuring will impact upon the service provider's ability to provide services proposed.
- 9) Describe other current or anticipated contractual obligations that have been awarded which will contradict with terms of this contract.
- 10) Provide an organizational chart delineating office organizational structure. Include a project organizational chart showing your proposed commissary service team.
- 11) List all contracts in which you experienced a loss of funds due to fines, delays, damage, liquidated damages, and/or forfeiture of performance bonds in whole or in part.
- 12) Transition Plan - Description of plan to transition current operations to proposer's offering.
- 13) Provide a brief description of the proposed kiosks as described in this RFP. In addition state whether your company can provide the optional kiosks in each facility's intake section as describe in Scope of Work, Item 4. If so, provide a separate optional cost for these kiosks.
- 14) Provide a timeline for start-up of Commissary Services.
- 15) The Responder's backup Plan:  
The successful Respondent shall provide the County with its backup plan; in the event of an interruption in the following areas and/or services:
  - A. Primary facility.
  - B. Inventory.
  - C. Distribution (transportation).
  - D. Receiving and shipping.
  - E. Computer technology and hardware.
  - F. Management staff.
  - G. Employee staff (order processing and delivery).
  - H. On-site staff/Off-site staff.

The service provider is cautioned that it is the service provider's sole responsibility to submit information related to the evaluation categories and that the County of El Paso is under no obligation to solicit such information if it is not included with the service provider's proposal. Failure of the service provider to submit such information may cause an adverse impact on the evaluation of the service provider's proposal.

The County of El Paso reserves the right to consider historic information and facts gained from the service provider's proposal, oral presentation, references or other objective data, in the evaluation process.

## REFERENCES

- 1) Submit the names, business addresses, contact name, telephone numbers or e-mail of five individuals and/or organizations whom your company has provided similar commissary services for. One agency must have a combined inmate population of 2,000 or more.
- 2) Submit the names, business addresses, and telephone and fax numbers of at least five of your major suppliers who can speak to the financial capability of the service provider to carry out the requirements set forth in this RFP. Accounting references can include suppliers or other such contractors that your organization is currently using.

## **COST PROPOSAL**

- a. Commission Rate based on net sales generated \_\_\_\_\_ %
- b. Pricing of items for sale to validate pricing is fair and competitive with local pricing in the community.
- c. Cost of hygiene kit
- d. Cost for optional second integration/interface for the Tyler Munis financial ERP system.

**EVALUATION CRITERIA** The County will review proposals and determine those that are responsive. The County does not obligate itself to accept the lowest cost proposal. The County reserves the right to accept or reject any or all proposals, waive minor irregularities and choose the proposal (or part thereof) which is most advantageous to the County. In evaluating qualified proposals the following consideration will be taken into account for award recommendations:

<b>Criteria</b>	<b>Total Possible Points</b>
1. Meets specifications, methodology and overall quality and value to the County.	40
2. Commission Rate	30
3. Past Experience	10
4. References	10
5. Completeness of Proposal	10
<b>TOTAL POINTS:</b>	<b>100</b>

## **General Provisions County of El Paso, Texas**

**These General Provisions are considered standard language for all County of El Paso bids and RFP documents. If any “specific bid requirements” differ from the General Provisions listed here, the “specific bid requirements” shall prevail.**

### **1. PROPOSAL PACKAGE**

- a.** The request for proposal, general and special provisions, drawings, specifications/line item details, contract documents and the proposal sheet are all considered part of the proposal package. Proposals must be submitted on the forms provided by the County, including the proposal sheet completed in its entirety and signed by an authorized representative by original signature. Failure to complete and sign the proposal sheet/contract page (s) may disqualify the proposal from being considered by Commissioners’ Court. Any individual signing on behalf of the proposer expressly affirms that he or she is duly authorized to tender this proposal and to sign the proposal sheet/contract under the terms and conditions in this proposal. Proposer further understands that the signing of the contract shall be of no effect unless subsequently awarded and the contract properly executed by Commissioners’ Court. All figures must be written in ink or typed. Figures written in pencil or with erasures are not acceptable. However, mistakes may be crossed out, corrections inserted, and initialed in ink by the individual signing the proposal. Changes must also be made to any electronic copies submitted. If there are discrepancies between unit prices quoted and extensions, the unit price will prevail. Each proposer is required to thoroughly review this entire proposal packet to familiarize themselves with the proposal procedures, the plans and specifications for the requested work as well as the terms, and conditions of the contract the successful proposer will execute with the County.
- b. Proposal must be in the Purchasing Department BEFORE the hour and date specified. Faxed or e-mailed proposals will not be accepted. Late proposals will not be considered under any circumstances.**
- c.** Any proposal sent via express mail or overnight delivery must have the RFP number and title clearly marked on the outside of the envelope or package. Failure to clearly identify your proposal may be cause for disqualification.

### **2. COMPETITIVENESS AND INTEGRITY**

To prevent biased evaluations and to preserve the competitiveness and integrity of such acquisition efforts, proposers are to direct all communications regarding this proposal to the El Paso County Purchasing Agent or assigned designee, unless otherwise specifically noted.

An authorized person from the submitting firm must sign all proposals. The signature acknowledges that the proposer has read the proposal documents thoroughly before submitting a proposal and will fulfill the obligations in accordance to the terms, conditions, and specifications.

Please carefully review this Request for Proposal. It provides specific information necessary to aid participating firms in formulating a thorough response.

### **3. PROPOSER’S RESPONSIBILITY**

The Proposer must affirmatively demonstrate its responsibility. The Proposer must also meet the following minimum requirements:

- Have been in business of providing services for a minimum of 5 years;
- Have adequate financial resources or the ability to obtain such resources as required;
- Be able to comply with all federal, state, and local laws, rules, regulations, ordinances and orders regarding this Request for Proposal;
- Have satisfactory record of performance;
- Have a satisfactory record of integrity and ethics; and
- Be otherwise qualified and eligible to receive an award.

**4. REJECTION OF PROPOSALS**

The County, acting through its Commissioners’ Court reserves the right to: (1) reject any and all proposals and waive any informality in the proposals received; (2) disregard the proposal of any proposer determined to be not responsible. The County further reserves the right to reject any proposal due to failure of performance on deliveries as determined in writing by the County Purchasing Agent.

**5. RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS**

It is the responsibility of the prospective proposer to review the entire invitation to proposal packet and to notify the Purchasing Department if the specifications are formulated in a manner that would restrict competition or appear ambiguous. Any such protest or question(s) regarding the specifications or proposal procedures must be received in the Purchasing Department no less than seventy-two hours prior to the time set for proposal opening. Vendors are to propose as specified herein or propose an approved equal. The mention of any brand name in the specifications is not intended to be restrictive, but is intended to describe the general features and requirements (or equivalent) that the County of El Paso is seeking.

Under Local Gov’t Code Section 262.005 and Health & Safety Code Section 361.426, the County is required to give preference to products made of recycled materials if they meet specs. The County is also required to encourage the use of recycled products in developing new procedures and specs. They are also required to eliminate procedures and specifications that explicitly discriminate against products made of recycled materials.

**6. SUBSTITUTES**

It is not the County’s intent to discriminate against any material of equal merit to those specified however, should the proposer desire to use any substitutions, prior written approval shall be obtained from the County Purchasing Agent sufficiently in advance in order that an addendum might be issued.

**7. EXCEPTIONS TO PROPOSAL**

The proposer will list on a separate sheet of paper any exceptions to the conditions of the proposal. This sheet will be labeled, “Exceptions to Proposal Conditions”, and will be attached to the proposal. If no exceptions are stated, it will be understood that all general and specific conditions will be complied with, without exception.

The Proposer must specify in its proposal any alternatives it wishes to propose for consideration by the County. Each alternative should be sufficiently described and labeled within the proposal and should indicate its possible or actual advantage to the program being offered.

The County reserved the right to offer these alternatives to other proposers.

## **8. PRICING**

Proposals for equipment shall offer new (unused) equipment or merchandise unless otherwise specified. Quotes F.O.B. destination. If otherwise, show exact cost to deliver (merchandise only). Proposal will be either lump sum or unit prices as shown on the proposal sheet. The net price will be delivered to the El Paso County, including all freight or shipping charges. In case of error in extension, unit prices shall govern. RFP subject to unlimited price increases will not be accepted. The County is tax exempt and no taxes should be included in your proposal.

Unless prices and all information requested are complete, proposal may be disregarded and given no consideration.

In case of default by the contractor, the County may procure the articles or services from other sources and may deduct from any monies due, or that may thereafter become due to the contractor, the difference between the price named in the contract of purchase order and the actual cost thereof to the County. Prices paid by the County shall be considered the prevailing market price at the time such purchase is made. Periods or performance may be extended if the facts as to the cause of delay justify such extension in the opinion of the Purchasing Agent and the Commissioners' Court.

## **9. TAX EXEMPTION**

Pursuant to Section 151.309 of the Texas Tax Code, El Paso County qualifies for exemption from sales, excise and use taxes imposed under the Limited Sales, Excise, and Use Tax Act, which is codified at Chapter 151 of the Texas Tax Code. In accordance with Section 151.309, a taxable item sold, leased, or rented to, or stored, used, or consumed by the County is exempt from the taxes imposed under Chapter 151.

## **10. MODIFICATION OF PROPOSALS**

A proposer may modify a proposal by letter at any time prior to the submission deadline for receipt of proposals. Modification requests must be received prior to the submission deadline. Modifications made before opening time must be initialed by proposer guaranteeing authenticity. Proposals may not be amended or altered after the official opening with the single exception that any product literature and/or supporting data required by the actual specifications, if any, will be accepted at any time prior to the Commissioners' Court consideration of same. No substitutions or cancellations for merchandise will be permitted without written approval of the County Purchasing Agent.

## **11. SIGNATURE OF PROPOSALS**

Each proposal shall give the complete mailing address of the Proposer and be signed by an authorized representative by original signature with the authorized representative's name and legal title typed below the signature line. Each proposal shall include the Proposer's Federal Employer Identification Number (FEIN), Failure to sign the Contract page(s) and proposal response sheet will disqualify the proposal from being considered by the County. The person signing on behalf of the Proposer expressly affirms that the person is duly authorized to render the proposal and to sign the proposal sheets and contract under the terms and conditions of this RFP and to bind the Proposer thereto and further understands that the signing of the contract shall be of no effect until it is properly placed on the Commissioner's Court agenda, approved in open Court, authorized to be executed by the County Judge, and fully executed by both parties.

## 12. AWARD OF BID/PROPOSALS-EVALUTATION CRITERIA AND FACTORS

### Pursuant to the Texas Local Government Code

**Bids** shall be awarded to the responsible bidder that submits the lowest and best bid.

**Proposals** will be made to the responsible proposer whose proposal is determined to be the best evaluated offer demonstrating the best ability to fulfill the requirements set forth in this Request for Proposal. The prices proposed will be considered firm and cannot be altered after the submission deadline. **The proposed cost to the County will be considered firm, unless the County invokes its right to request a best and final offer and cannot be altered after the submission deadline.**

The County reserves the right to reject any or all proposals in whole or in part received by reason of this RFP and may discontinue its efforts under this RFP for any reason or no reason or solely for the County's convenience at any time prior to actual execution of the contract by the County. County reserves the right to accept or reject all or any part of the proposal, waive minor technicalities, or to award by item or by total proposal. Price should be itemized.

**A Proposer whose proposal does not meet the mandatory requirements set forth in this RFP will be considered noncompliant.**

Each Proposer, by submitting a proposal, agrees that if its proposal is accepted by the Commissioners' Court, such Proposer will furnish all items and services upon the terms and conditions in this RFP and contract.

Contractor shall submit to the County, for approval, within ten (10) days from notice of contract award, all Certificates of Insurance evidencing the required coverage as described under Insurance in the schedule of the Requests for Proposals.

## 13. PUBLIC INFORMATION ACT

The parties agree that the County is a governmental body for purposes of the Public Information Act, codified as Chapter 552 of the Texas Government Code and as such is required to release information in accordance with the Public Information Act. Proposer agrees that it has marked any information that it considers to be confidential, proprietary, and/or trade secret in its bid. County agrees to provide notice to Proposer in accordance with the Public Information Act in the event the County receives a request for information under the Public Information Act for information that the Proposer has marked as confidential, proprietary, and/or trade secret.

## 14. RESULTANT CONTRACT

The resultant contract shall become effective upon the Commissioners' Court execution of the same. The contract documents shall consist of the contract, the general and special provisions, the drawings, proposal package, any addenda issued, and any change orders issued during the work.

The criteria utilized for determining responsibility of proposer(s) includes, but is not limited to, the proposer's experience, skill, ability, business judgment, financial capacity, integrity, honesty, possession of the necessary facilities or equipment, previous performance, reputation, promptness, and any other factor deemed relevant by the County to determine whether a proposer is responsible. The term of the resultant contract will begin as stated in the contract executed by

the Commissioners' Court and will terminate on the date specified in the contract unless terminated earlier as herein set forth.

**15. ESTIMATED QUANTITIES**

Any reference to quantities shown in the Request for Proposals are an estimate only. Since the exact quantities cannot be predetermined, the County reserves the right to adjust quantities as deemed necessary to meet its requirements.

**16. CONTRACTOR INVESTIGATION**

Before submitting a proposal, each contractor shall make all investigations and examinations necessary to ascertain all site conditions and requirements affecting the full performance of the contract and to verify any representations made by the County upon which the contractor will rely. If the contractor receives an award as a result of its proposal submission, failure to have made such investigations and examinations will in no way relieve the contractor from its obligation to comply in every detail with all provisions and requirements of the contract, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim whatsoever by the contractor for additional compensation.

**17. NO COMMITMENT BY COUNTY**

This Request for Proposal does not commit the County to award any costs or pay any costs, or to award any contract, or to pay any costs associated with or incurred in the preparation of a proposal to this request, or to procure or contract for services or supplies.

**18. BEST AND FINAL OFFERS**

In acceptance of proposals, the County reserves the right to negotiate further with one or more of the contractors as to any features of their proposals and to accept modifications of the work and price when such action will be in the best interest of the County. This includes solicitations of a Best and Final Offer from one or more of the proposers. If invoked, it allows acceptable proposers the opportunity to amend, change or supplement their original proposal. Proposers may be contacted in writing requesting that they submit their best and final offer. Any such best and final offer must include discussed and negotiated changes.

**19. SINGLE PROPOSAL RESPONSE**

If only one proposal is received in response to the Request for Proposals, a detailed cost proposal may be requested of the single contractor. A cost/price analysis and evaluation and/or audit may be performed of the cost proposal in order to determine if the price is fair and reasonable.

**20. REJECTION/DISQUALIFICATION OF PROPOSALS**

El Paso County reserves the right to reject any or all proposals in whole or in part received by reason of this proposal package and may discontinue its efforts for any reason under this proposal package at any time prior to actual execution of the Contract by the County. Proposers may be disqualified and rejection of proposals may be recommended to the Commissioners' Court for any of (but not limited to) the following causes:

- A. Failure to use the proposal form(s) furnished by the County, if applicable.
- B. Lack of signature by an authorized representative that can legally bind the company on the proposal form.



- C. Failure to properly complete the proposal.
- D. Proposals that do not meet the mandatory requirements.
- E. Evidence of collusion among proposers.

**21. CHANGES IN SPECIFICATIONS**

If it becomes necessary to revise any part of this proposal, a written notice of such revision will be posted on the County Purchasing website. The County is not bound by any oral representations, clarifications, or changes made in the written specifications by the County's employees, unless such clarification or change is posted on the County Purchasing website. It shall be Proposer's responsibility to check the website prior to the bid opening date to verify whether any addendums have been posted.

**22. PROPOSAL IDEAS AND CONCEPTS**

The County reserves the right to adopt or use for its benefits, any concept, plan, or idea contained in any proposal.

**23. BID/PROPOSAL DISCLOSURES**

Results of bids for the purchase of goods, materials, general services and construction are considered public information at the time of the bid opening. All information contained in the bid response is available for public review.

The Proposal for Services: The names of those who submitted proposals will not be made public information until an award is made by Commissioners' Court and contract executed by the parties. No price, staffing or other proposal information will be released. Proposers are requested to withhold all inquiries regarding their proposal or other submissions until after an award is made. No communication is to be had with any County employee, other than the Purchasing Agent, regarding whether a proposal was received. Violations of this provision may result in the rejection of a proposal.

**24. WITHDRAWAL OF PROPOSAL**

Proposers may request withdrawal of a sealed proposal prior to the scheduled proposal opening time provided the request for withdrawal is submitted to the Purchasing Agent in writing. No proposals may be withdrawn for a period of sixty (60) calendar days after opening of the proposals.

**25. INDEMNIFICATION**

- A. The contractor shall agree to assume all risks and responsibility for, and agrees to indemnify, defend, and save harmless, the County, its elected and appointed officials and department heads, and its agents and employees from and against all claims, demands, suits, actions, recoveries, judgments, and costs and expenses including reasonable attorney's fees for the defense thereof in connection therewith on account of the loss of life property or injury or damage to the person which shall arise from contractor's operations under this contract, its use of County facilities and/or equipment or from any other breach on the part of the contractor, its employees, agents or any person(s) in or about the County's facilities with the expressed or implied consent of the County. Contractor shall pay any judgment with cost which may be obtained against El Paso County resulting from contractor's operations under this contract.

Contractor agrees to indemnify and hold the County harmless from all claims of subcontractors, laborers incurred in the performance of this contract. Contractor shall furnish satisfactory evidence that all obligations of this nature herein above designated have been paid, discharged or waived. If Contractor fails to do so, then the County reserves the right to pay unpaid bills of which County has written notice direct and withhold from Contractor's unpaid compensations a sum of money reasonably sufficient to liquidate any and all such lawful claims.

**B.** Pursuant to Texas Local Government Code Section 262.032(b), any successful bidder who is awarded any contract in excess of \$50,000 may be required to execute a performance bond to the County. Said bond shall be in the full amount of the contract and must be furnished within 30 days after the date a purchase order is issued or the contract is signed and prior to commencement of the actual work. A performance bond required pursuant to this section shall be noted in the attached detailed bid specifications or scope of work. This section does not apply to a performance bond required by Chapter 2253, Texas Government Code.

**26. PROOF OF INSURANCE**

Successful proposer agrees to keep in full force and effect, a policy of public liability and property damage insurance issued by a casualty company authorized to do business in the State of Texas, and in standard form approved by the Board of Insurance Commissioners' of the State of Texas, with coverage provision insuring the public from any loss or damage that may arise to any person or property by reason of services limits of not less than the following sums:

**INSURANCE REQUIREMENTS FOR CONSTRUCTION AND OTHER SERVICES PROVIDED TO THE COUNTY OF EL PASO**

GENERAL LIABILITY:

- \$1,000,000 – Each Occurrence
- \$1,000,000 – General Aggregate
- \$1,000,000 – Personal & Advertising Injury
- \$1,000,000 – Products/Completed Operations – Aggregate
  - \$5,000 – Premises Medical Expense
  - \$500,000 – Fire Legal Damage Liability
- County named as “Additional Insured”
- Waiver of Subrogation

AUTOMOBILE:

- \$1,000,000 – Each Occurrence
- County named as “Additional Insured”
- Waiver of Subrogation

WORKERS COMPENSATION:

- \$1,000,000 – Employers Liability – Each Accident
- \$1,000,000 – Employers Liability – Each Employee
- \$1,000,000 – Employers Liability – Disease – Policy Limit
- Statutory Limits
- Waiver of Subrogation

CONSTRUCTION PROJECTS additional requirements:

- Builders Risk Policy for total amount of completed project
- Bid Bond

## Performance & Payment Bond

**PROFESSIONAL SERVICES** additional requirements:  
Limit of \$1,000,000 for E&O/Professional Insurance.

Successful proposer shall carry in full force Workers' Compensation Insurance Policy(ies), if there is more than one employee, for all employees, including but not limited to full time, part time, and emergency employees employed by the successful proposer. Current insurance Certificates certifying that such policies as specified above are in full force and effect shall be furnished by successful proposer to the County.

Insurance is to be placed with insurers having a Best rating of no less than A. The Proposer shall furnish the County with certificates of insurance and original endorsements affecting coverage required by these insurance clauses within ten (10) business days of execution of this contract. The certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. The Proposer shall be required to submit annual renewals for the term of this contract prior to expiration of any policy.

In addition to the remedies stated herein, the County has the right to pursue other remedies permitted by law or in equity. The County agrees to provide Proposer with reasonable and timely notice of any claim, demand, or cause of action made or brought against the County arising out of or related to utilization of the property. Proposer shall have the right to defend any such claim, demand or cause of action at its sole cost and expense and within its sole and exclusive discretion. The County agrees not to compromise or settle any claim or cause of action arising out of or related to the utilization of the property without the prior written consent of the Proposer.

In no event shall the County be liable for any damage to or destruction of any property belonging to the Proposer.

**El Paso County shall be listed as the additional insured on policy certificates and shall be notified of changes to the policy during the contractual period.**

### **27. Conflict of Interest Disclosure Reporting**

Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Conflict of Interest Questionnaire (CIQ Form), the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. A list of County employees that will award the bid and make recommendations for award are included in this bid. By law, this questionnaire must be filed with the County Clerk of El Paso County, Texas. If no conflict of interest exists, write "N/A" or "None" in Box 3 of the CIQ Form. For Bidder's convenience, a blank CIQ Form is enclosed with this bid. Blank CIQ Forms may also be obtained by visiting the Purchasing Department website at: <http://epcounty.com/purchasing/bids/default.htm>

### **28. NON-COLLUSION AFFIDAVIT**

The contractor declares, by signing and submitting a proposal, that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the contractor has not directly or indirectly induced or solicited another contractor to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any contractor or anyone else to put in a sham proposal, of that anyone shall refrain from bidding; that the contractor has not in any manner, directly or indirectly, sought by agreement, communications, or conference with anyone to fix the proposal price of the contractor of any

other bidder, or to fix any overhead, profit or cost element of the proposal price, or of that of any other contractor, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract, that all statements contained in the proposal are true; and further, that the contractor has not, directly or indirectly, submitted his or her proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any cooperation, partnership, company association, organization, proposal depository, or to any member or agent thereof to effectuate a collusive or sham proposal.

Non negotiations, decisions, or cautions shall be initiated by any company as a result of any result of any verbal discussion with any County employee prior to the opening of responses to this Request for Proposal.

No officer or employee of the County, and no other public or elected official, or employee, who may exercise any function or responsibilities in the review or approval of this undertaking, shall have any personal or financial interest, direct or indirect, in any contract or negotiation process thereof. The above compliance request will be part of all County contracts for this service.

**29. SOVEREIGN IMMUNITY**

The County specifically reserves any claim it may have to sovereign, qualified, or official immunity as a defense to any action arising in conjunction with this contract.

**30. MERGERS, ACQUISITIONS**

The Proposer shall be required to notify the County of any potential for merger or acquisition of which there is knowledge at the time that a proposal is submitted.

If subsequent to the award of any contract resulting from this RFP the Proposer shall merge or be acquired by another firm, the following documents must be submitted to the County.

1. Corporate resolutions prepared by the awarded Proposer and the new entity ratifying acceptance of the original contract, terms, conditions and prices;
2. New Proposer's Federal Identification Number (FEIN); and
3. New Proposer's proposed operating plans.

Moreover, Proposer is required to provide the County with notice of any anticipated merger or acquisition as soon as Proposer has actual knowledge of the anticipated merger or acquisition. The New Proposer's proposed plan of operation must be submitted prior to merger to allow time for submission of such plan to the Commissioners' Court for its approval.

**31. DELAYS**

The County reserves the right to delay the scheduled commencement date of the contract if it is to the advantage of the County. There shall be no additional costs attributed to these delays should any occur. Proposer agrees it will make no claim for damages, for damages for lost revenues, for damages caused by breach of contract with third parties, or any other claim by Proposer attributed to these delays, should any occur. In addition, Proposer agrees that any contract it enters into with any third party in anticipation of the commencement of the contract will contain a statement that the third party will similarly make no claim for damages based on delay of the scheduled commencement date of the contract.

**32. ACCURACY OF DATA**

Information and data provided through this RFP are believed to be reasonably accurate.

**33. SUBCONTRACTING/ASSIGNMENT**

Proposer shall not assign, sell, or otherwise transfer its contract in whole or in part without prior written permission of Commissioners' Court. Such consent, if granted, shall not relieve the Proposer of any of its responsibilities under this contract.

**34. INDEPENDENT CONTRACTOR**

Proposer expressly acknowledges that it is an independent contractor. Nothing in this agreement is intended nor shall be construed to create an agency relationship, an employer/employee relationship, a joint venture relationship, or any other relationship allowing County to exercise control or direction over the manner or method by which Proposer or its subcontractors perform in providing the requirements stated in the Request for Proposal.

**35. MONITORING PERFORMANCE**

The County shall have the unfettered right to monitor and audit the Proposer's work in every respect. In this regard, the Proposer shall provide its full cooperation and insure the cooperation of its employees, agents, assigns, and subcontractors. Further, the Proposer shall make available for inspection and/or copying when requested, original data, records, and accounts relating to the Proposer's work and performance under this contract. In the event any such material is not held by the Proposer in its original form, a true copy shall be provided.

**The County of El Paso is an equal opportunity employer.**

**36. PROCUREMENT ETHICS**

**CODE OF ETHICS TRAINING AFFIDAVIT FORM**

**El Paso County Code of Ethics Training Requirement for Vendors:**

Any vendor involved in a single procurement exceeding \$50,000 must read and sign the El Paso County Code of Ethics Training Affidavit that is included in each bid packet. By reading and signing the Affidavit form, the bidder has confirmed that they have been trained in the El Paso County Code of Ethics. The training must be completed by an officer, principal, or other person with the authority to bind the company.

**Optional On-Line Training:** As an alternative to reading and completing the El Paso County Code of Ethics Training Affidavit, in compliance with Section 161 of the Texas Local Government Code, the training on the El Paso County Code of Ethics is accessible in an online format to Vendors and Lobbyists on an ongoing basis, subject only to limitations due to technical resources.

**The optional On-Line Training may be accessed and completed at:**

[http://www.epcounty.com/ethicscom/trainingvendor\\_files/frame.htm](http://www.epcounty.com/ethicscom/trainingvendor_files/frame.htm)

If completed on-line, the training receipt should be printed out and included with the BID/RFP/RFQ/RFI.

## **COUNTY OF EL PASO, TEXAS**

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### **CERTIFICATIONS REGARDING LOBBYING, DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; DRUG-FREE WORKPLACE REQUIREMENTS; FEDERAL DEBT STATUS, AND NONDISCRIMINATION STATUS AND IMPLEMENTING REGULATIONS\***

Instructions for the certifications:

#### General Requirements

The County of El Paso, Texas is required to obtain from all applicants of federal funds or pass-through certifications regarding federal debt status, debarment and suspension, and a drug free workplace. Institutional applicants are required to certify that they will comply with the nondiscrimination statutes and implementing regulations.

Applicants should refer to the regulations cited below to determine the certifications to which they are required to attest. Signature of the form provides for compliance with certification requirements under 21 CFR part 1405, "New Restrictions on Lobbying," 21 CFR part 1414, Government wide Debarment and Suspension (Non procurement), Certification Regarding Federal Debt Status (OMB Circular A-129), and Certification Regarding the Nondiscrimination Statutes and Implementing Regulations. The certifications shall be treated as a material representation of fact upon which reliance will be placed when the County of El Paso determines to award the covered cooperative agreement

#### 1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented in 21 CFR part 1405, for persons entering into a cooperative agreement over \$100,000, as defined at 21 CFR Part 1405, the applicant certifies that;

(a) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement,

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal Grant or cooperative agreement, the undersigned shall complete and submit Standard Form -LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award document for all sub-awards at all tiers (including sub-grants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

#### 1. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

As required by Executive Order 12549, Debarment and Suspension and implemented at 21 CFR Part 1404, for prospective participants in primary covered transactions

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or and 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;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to the application.

## 2. DRUG-FREE WORKPLACE

As required by the Drug Free Workplace Act of 1988, and implemented at 21 CFR Part 1404 Subpart F.

A. The applicant certifies that it will or will continue to provide a drug free workplace by:

(a). Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the applicant's workplace and specifying the actions that will be taken against employees for violations of such prohibition;

(b) Establishing an on-going drug free awareness program to inform employees about:

- (1) The dangers of drug abuse in the workplace;
- (2) The applicant's policy of maintaining a drug free workplace;
- (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
- (4) The penalties that may be imposed upon employees for drug abuse violation occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee must

- (1) Abide by the terms of the statement; and
- (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such convictions. Employers of convicted employees must provide notice including position title, to: The County of El Paso, Texas, 500 East San Antonio Street, Suite 406, El Paso, Texas 79901. Notice shall include the identification number of each affected grant

(f) Taking one of the following actions within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:

- (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal State, or local health, law enforcement, or other appropriate agency

(g) Making a good faith effort to continue to maintain a drug free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

3. CERTIFICATION REGARDING FEDERAL DEBT STATUS (OMB Circular A-129)

The Applicant certifies to the best of its knowledge and belief, that it is not delinquent in the repayment of any federal debt.

4. CERTIFICATION REGARDING THE NONDISCRIMINATION STATUTES AND IMPLEMENTING REGULATIONS

The applicant certifies that it will comply with the following nondiscrimination statutes and their implementing regulations: (a) title VI of the Civil right Act of 1964 (42 U.S.C. 2000D et seq.) which provides that no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of or be otherwise subjected to discrimination under any program or activity for which the applicant received federal financial assistance; (b) Section 504 of the rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination on the basis of handicap in programs and activities receiving federal financial assistance; (c) title IX of the Education Amendments of 1972m as amended (20 U.S.C. 1981 et seq.) which prohibits discrimination on the basis of sex in education programs and activities receiving federal financial assistance; and (d) the Age Discrimination Act of 1975, and amended (42 U.S.C. 6101 ec seq.) which prohibits discrimination on the basis of age in programs and activities receiving federal financial assistance, except that actions which reasonably take age into account as a factor necessary for the normal operation or achievement of any statutory objective of the project or activity shall not violate this statute.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

\_\_\_\_\_  
Business Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name of Authorized Representative

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

\*All three (3) pages of this document must be included in all responses.



# HEALTH INSURANCE BENEFITS QUESTIONNAIRE

Texas Local Government Code Section 262.0271 states the County may give preference to bidders that provide reasonable health insurance coverage to its employees, over a bidder that doesn't provide such insurance. Complete the questionnaire below if applicable. If not, check box #3.

1. Do you or your subcontractor(s) currently offer health insurance benefits to your employees?

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If so, please describe those health insurance benefits that you or your subcontractor(s) currently provide/offer to your employees.

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2. What percentage, if any, of your subcontractor's employees are currently enrolled in the health insurance benefits program?

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3.

**No. The bidder is not requesting the Health Insurance Benefits Preference.**

**Checking Box #3 will not disqualify you from participating in this bid selection process.**

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Business Name

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Date

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\* Name of Authorized Representative

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Signature of Authorized Representative

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\* This page must be included in all responses.



**COUNTY OF EL PASO**  
County Purchasing Department  
800 E. Overland, RM 300  
El Paso, Texas 79901  
(915) 546-2048  
(915) 546-8180 Fax

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RE: RFP #14-049, Inmate Commissary Services for the Detention Facility & Jail Annex

Dear Vendor:

The Texas Local Government Code Chapter 176 requires all vendors and potential vendors who contract or seek to contract for the sale or purchase of property, goods, or services with any local government entity to complete and submit a Conflicts of Interest Questionnaire. Attached is a copy of the Questionnaire.

In filling out the Questionnaire, the following are the County Officers that will award the bid and the employees which will make a recommendation to the Commissioners' Court:

County Officers: County Judge Veronica Escobar  
Commissioner Carlos Leon  
Commissioner Sergio Lewis  
Commissioner Vicente Perez  
Commissioner – Patrick Abeln

County Employees: Kennie Downing, Purchasing Agent  
Jose Lopez, Jr., Assistant Purchasing Agent  
Peter Gutierrez, Buyer II  
Elvia Contreras, Formal Bid Buyer  
Araceli Hernandez, Inventory Bid Technician  
Lucy Balderama, Inventory Bid Technician  
Edward Dion, County Auditor  
Wallace Hardgrove, Budget & Financial Manager  
Josie Brostrom, Assistant County Attorney  
Rebecca Quinn, Assistant County Attorney  
Michael Martinez, Contract Admin. Manager  
Claudia Duran, Assist. Contract Manager  
Sylvia Aguilar, Chief Deputy  
Tom Whitten, Assistant Chief  
Wendy Wisneski, Commander  
Marco Vargas, Commander  
Robert Kaminski, Lieutenant  
Jesus Romero, Lieutenant

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# CONFLICT OF INTEREST QUESTIONNAIRE

## FORM CIQ

For vendor or other person doing business with local governmental entity

**This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.**

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

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

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

### OFFICE USE ONLY

Date Received

RFP # 14-049

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

**2**

**Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

**3**

**Name of local government officer with whom filer has employment or business relationship.**

\_\_\_\_\_  
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

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

Yes       No

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

Yes       No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local Government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes       No

D. Describe each employment or business relationship with the local government officer named in this section.

\_\_\_\_\_  
Signature of person doing business with the governmental entity

\_\_\_\_\_  
Date

Adopted 06/29/2007

**COUNTY OF EL PASO, TEXAS  
Check List**

**Inmate Commissary Services for the  
Detention Facility & Jail Annex  
RFP #14-049**

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**THIS CHECKLIST IS PROVIDED FOR YOUR CONVENIENCE**

\_\_\_\_\_ Responses should be delivered to the County Purchasing Department by 2:00 p.m., Monday, September 22, 2014. Did you visit our website ([www.epcounty.com](http://www.epcounty.com)) for any addendums?

\_\_\_\_\_ Did you sign the Proposal Signature Page?

\_\_\_\_\_ Did you sign the “Certifications Regarding Lobbying, Debarment, Suspension and Other Responsibility Matters; Drug-Free Workplace Requirements; Federal Debt Status, and Nondiscrimination Status And Implementing Regulations” document?

\_\_\_\_\_ If seeking preference, did you sign the “Health Insurance Benefits Questionnaire”?

\_\_\_\_\_ Did you sign and complete the “Conflict of Interest Questionnaire”?

\_\_\_\_\_ Did you complete and sign the required “Ethics Training Affidavit Form”?

\_\_\_\_\_ Did you provide one original and six (6) CD or Flashdrive copies in Word/PDF Format of your response? Electronic copies must reflect original hard copy.