



CAMERON COUNTY
PURCHASING DEPARTMENT
INVITATION TO RFP

RFP NUMBER: 1315

RFP TITLE: COMMISSARY SERVICES – JAILS & DETENTION CENTERS

DATE DUE: February 28, 2025

DUE NO LATER THAN 3:00 P.M.

RFP's will be opened at the Cameron County Courthouse, 1100 East Monroe Street, Brownsville, Texas in the Purchasing Department – Basement Floor – Room # B17 at 3:01 p.m. (as per Purchasing Dept. time clock) on deadline due date. RFPs received later than the date and time above will not be considered.

Please return RFP ORIGINAL (marked "ORIGINAL") AND ONE (1) COPY (marked "COPY") sets and an electronic copy on a flash drive (searchable PDF format file only) of your RFP submittal for review by evaluation committee in a sealed envelope. Be sure that return envelope shows the RFP Number, Description and is marked "SEALED RFP".

RETURN RFP TO:

by U.S. mail or delivered to the office of Purchasing Dept., County Courthouse (Dancy Bldg.)
1100 E. Monroe St, Basement floor, Suit #B17, Brownsville, Texas 78520.

Questions/clarifications must be submitted by: Friday, February 21st, 2025, before 3:00 p.m. C.S.T.
(e-mail to purchasing@co.cameron.tx.us or fax to 956-550-7219, attention to Roberto C. Luna, Purchasing Agent)
Addendum to answer all questions/clarifications will be released on Tuesday, February 25th, 2025.

For additional information or to request addendum contact: Roberto Luna or Dalia Loera at (956) 544-0871, E-mail: purchasing@co.cameron.tx.us. To ask specific questions on project requirements, please call: Purchasing Office at (956) 544-0871

YOU MUST SIGN BELOW IN INK; FAILURE TO SIGN WILL DISQUALIFY THE OFFER.
All prices must be typewritten or written in ink.

Company Name: _____

Company Address: _____

City, State, Zip Code: _____

Telephone No. _____ Fax No. _____ e-mail _____

Historically Underutilized Business (State of Texas) Certification VID Number: _____

How did you find out about this RFP? _____ (ex: Newspaper, Web, mailout)

SIGNATURE: _____ Print Name: _____

Is Proposer's principal place of Business within Cameron County? Yes - No

If yes what City: _____

(Your signature attests to your offer to provide the goods and/or services in this RFP according to the published provision of this RFP. When an award letter is issued, this RFP becomes the contract. If a RFP required specific Contract is to be utilized in addition to this RFP, this signed RFP will become part of that contract. When an additional Contract is required a RFP award does not constitute a contract award and RFP Contract is not valid until contract is awarded by Commissioners Court (when applicable) signed by County Judge) and Purchase Order is issued.

Responders must sign each bid/proposal page to ensure you have read each page's information, terms, conditions and/or required forms. Failure to sign or initial each bid page will disqualify the BID/PROPOSAL offer.

ACKNOWLEDGMENT OF RECEIPT
COMMISSARY SERVICES – JAILS & DETENTION CENTERS
RFP # 1315

Please submit this page upon receipt

For any clarifications, please contact Mr. Roberto C. Luna, Purchasing Agent and/or Dalia Loera, Assistant Purchasing Agent at the Cameron County Purchasing Department office at: (956) 544-0871 or e-mail at: purchasing@co.cameron.tx.us

Please fax or e-mail this page upon receipt of RFP package no later than **Monday, February 24, 2025 before 3:00 p.m. CST**. All questions regarding this RFP should also be submitted no later than the stated date and time on RFP cover page.

Fax : (956) 550-7219 or E-mail: purchasing@co.cameron.tx.us

If you are unable to respond on this RFP solicitation, kindly indicate your reason for **“Not Responding/No-Participation”** below and fax or e-mail back to Cameron County Purchasing Department. This will insure you remain active on our vendor list.

Date: _____

Yes, I will be able to submit a Proposal.

No, I will not be able to submit a Proposal for the following reason:

_____.

Company Name: _____

Company Representative Name: _____

Company Address: _____

Phone #: _____ Fax #” _____

E-mail Address: _____

CHECK LIST

Proposers are asked to review the package to be sure that all applicable parts are included. If any portion of the package is missing, notify the Purchasing Department immediately. It is the Proposer's responsibility to be familiar with all the Requirements and Specifications. Be sure you understand the following before you return your RFP packet.

- Cover Sheet**
Your company name, address and your signature (**IN INK**) should appear on this page.
- Instructions to Proposers**
You should be familiar with all of the Instructions to Proposers.
- Special Requirements**
This section provides information you must know in order to make an offer properly.
- Specifications / Scope of Work**
This section contains the detailed description of the product/service sought by the County.

Attachments

- Addendum Acknowledgment Form – Attachment 1 (Page 28 of 61)**
Be sure to complete these form and return with packet.
- Attachments A, B, C, D, E, F, G, H, I & J**
Be sure to complete these forms and return with packet.
- Minimum Insurance Requirements**
Included when applicable
- _____ **Worker's Compensation Insurance Coverage Rule 110.110**
This requirement is applicable for a building or construction contract.
- _____ **Financial Statement**
When this information is required, you must use this form.

Other – Final reminders to double check before submitting RFP

- _____ Is your RFP sealed with RFP #, title, Proposer's Name, & return address, on outside?
- _____ Did you complete, sign and submit page 1?
- _____ Did you provide the number of copies as required on the cover page?
- _____ Did you visit our website for any addendums? <https://www.cameroncounty.us/purchasing-bids-rfpq-addms-tabs/>

If not interested in responding please let us know why e-mail to: Purchasing@co.cameron.tx.us

CAMERON COUNTY, TEXAS
COMMISSARY SERVICES – JAILS & DETENTION CENTERS
RFP # 1315

INSTRUCTIONS FOR SUBMITTING RFP’S

These General Instructions apply to all offers made to Cameron County, Texas (herein after referred to as “County”) by all prospective vendors (herein after referred to as “Proposers”) on behalf of Solicitations including, but not limited to, Invitations to RFP and Requests for Quotes.

Carefully read all instructions, requirements and specifications. Fill out all forms properly and completely. Submit your RFP with all appropriate supplements and/or samples. Prior to returning your sealed RFP response / submittal, all Addendums – if issued – should be reviewed and downloaded by entering the County Purchasing web <https://www.cameroncounty.us/purchasing-bids-rfpq-addms-tabs/>

Addendums Column (updated Addendums). These Addendums must be signed and returned with your RFP in order to avoid disqualification. All Tabulations can also be viewed and downloaded at this site. Annual RFP award information can be accessed at: <https://www.cameroncounty.us/purchasing-bids-rfpq-addms-tabs/>

Review this document in its entirety. Be sure your RFP is complete, and double check your RFP for accuracy.

Cameron County is an Equal Employment Opportunity Employer. Review this document in its entirety. Be sure your RFP is complete, and double check your RFP for accuracy.

GOVERNING FORMS: In the event of any conflict between the terms and provisions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, Cameron County’s interpretation shall govern. Where substitutions are used, they must be of equivalent value or service, and specified by the Proposer as such, in the columns to the right on the “Minimum Specifications’ Forms”. The County’s specifications may be exceeded and should be noted by the Vendor as such. Any RFP NOT MEETING the Minimum Requirements specified will be rejected.

GOVERNING LAW: This invitation to RFP is governed by the competitive RFP requirements of the County Purchasing Act, Texas Local Government Code, §262.021 et seq., as amended. Offerors shall comply with all applicable federal, state and local laws and regulations. Offeror is further advised that these requirements shall be fully governed by the laws of the State of Texas and that Cameron County may request and rely on advice, decisions and opinions of the Attorney General of Texas and the County Attorney concerning any portion of these requirements.

Questions requiring only clarification of instructions or specifications will be handled verbally. If any questions results in a change or addition to this RFP, the Change(s) and addition(s) will be forwarded to all vendors involved as quickly as possible in the form of a written addendum only.

Verbal changes to RFP’s must be backed-up by written addendum or written Q/A clarifications which would be posted on County Purchasing Web site. Without written Addendum or written Q / A clarification, verbal changes to RFP will not apply.

Sign the Vendor’s Affidavit Notice, complete answers to **Attachments A, B, C, D, E, F, G, H, I & J** and return all with your RFP.

MINORITY/WOMAN OWNED BUSINESS ENTERPRISE (M/WBE), DISADVANTAGED BUSINESS ENTERPRISE (DBE), AND HISTORICALLY UNDERUTILIZED BUSINESS (HUB):

Cameron County encourages and strives towards an ever-increasing expansion in opportunities for M/WBE’s & HUB’s in assisting the County for its Purchasing needs. Cameron County’s policy is to increasingly involve qualified M/WBE & HUBs to the greatest extent feasible in the County’s procurement process.

Objectives of County HUB Program

- Ongoing increase in procurement opportunities for M/WBE’s & HUB’s
- Assisting M/WBE’s & HUB’s with registration to Bidders List and Bid opportunities that may be of interest
- Directing M/WBE’s & HUB’s to various beneficial web links giving them additional opportunities

Certification Process: Federal, state, and local regulations determine the type of certification(s) available. Attached below are links to various Certification agencies which are available to assist you in obtaining your M/WBE’s & HUB’s Certification.

HUB Certification Sources:

- [State of Texas HUB Certification Process](#)

[Historically Underutilized Business \(HUB\) Program \(texas.gov\)](#) [Texas Statewide HUB System | Texas Comptroller of Public Accounts \(gob2g.com\)](#)

- [Register with State as a HUB Vendor](#)
- [HUB Certification Agreements](#)
- [HUB Minority & Women Organizations](#)

M/WBE's & HUB's Questions Cameron County contact:
Purchasing Department
P: 956-544-0871 | Email: purchasing@co.cameron.tx.us

The County, its contractors, their suppliers and subcontractors, and vendors of goods, equipment services, and professional services shall not discriminate on the basis of race, color, religion, national origin, handicap, or sex in the award and/or performance of contracts. All vendors, suppliers, professionals, and contractors doing business or anticipating doing business with Cameron County shall support, encourage, and implement affirmative steps toward our common goal of establishing equal opportunity for all citizens of Cameron County.

REQUIREMENT OF ALL BIDDERS/PROPOSERS: Each firm responding to this solicitation shall be required to submit with their proposal information regarding minority/women business and HUB business participation in this project.

CONFLICT OF INTEREST QUESTIONNAIRE:

For vendor or other person doing business with local governmental entity This questionnaire must be filed in accordance with chapter §176 of the Local Government Code by a person doing business with the governmental entity. **By law this questionnaire must be filed with the records administrator (County Clerk's Office) of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed.** See Section §176.006, Local Government Code. A person commits an offense if the person violates Section §176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section §176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.

Please review this entire document, if for any reason there is any information to disclose, relative to any questions in this Conflict of Interest form, you must file with County Clerk's Office subject to above instructions.

Can be downloaded at the following web site:

https://www.cameroncounty.us/wp-content/uploads/Purchasing/docs/Conflict_of_Interest_Questionnaire_New_2015_.pdf

DISCLOSURE OF INTERESTS:

This questionnaire must be filed with the records administrator (County Clerk's Office) of the local government and no later than the 7th business day after the person becomes aware of facts that require this statement to be filed. Cameron County, Texas requires all persons or firms seeking to do business with the County to **provide the following information if the person becomes aware of facts that require this statement to be filed.** Every question must be answered. If the question is not applicable, answer with "N/A."

Please review this entire document, if for any reason there is any information to disclose, relative to any questions in this disclosure of interest form, you must file with County Clerk's Office subject to above instructions.

Can be downloaded at the following web site:

<https://www.cameroncounty.us/wp-content/uploads/Purchasing/CIS.pdf>

TEXAS ETHICS COMMISSION FORM 1295

All RFPs prior to award or award of Contract by Commissioner's Court will require that the Texas Ethics Commission (TEC) Form 1295 Electronic (on line) Vendor filing procedure be completed by Vendor.

All Vendors being recommended to Commissioners Court for award or renewal of award on Agenda must register and obtain a TEC Certification for the specific award. This Certification Form 1295 must be electronically submitted and printed. Form must be emailed or delivered to County Purchasing Department making the request for form. This process must be completed prior to Commissioners Court Agenda for approval consideration of RFP award. There is no charge for this TEC online process.

Texas Ethics Commission (TEC) Form 1295 must be completed (by firm – on line "New Form 1295 Certificate of Interested Parties Electronic Filing Application" Site at: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

If any Vendors have questions as to TEC Form 1295 visit the County Purchasing Web site left column tab "[Vendor – TEC Form 1295](#)" for more information. TEC Web site links can be found at this location including Question / Answers and Video instructions tab Link: <https://www.cameroncounty.us/vendors-tec-form-1295/>

PROPOSER SHALL SUBMIT RFP ON THE FORM PROVIDED, SIGN THE VENDOR AFFIDAVIT, AND RETURN ENTIRE RFP PACKET. In the event of inclement weather and County Offices are officially closed on a Proposal deadline day, RFP's will be received unit 2:00 p.m. of the next business day. Proposals will be opened at the Cameron County Courthouse, 1100 East Monroe Street, Brownsville, Texas in the Purchasing Department – Basement Floor – Room # B17 (as per Purchasing Dept. time clock).

RFP's SUBMITTED AFTER THE SUBMISSION DEADLINE SHALL BE RETURNED UNOPENED AND WILL BE CONSIDERED VOID AND UNACCEPTABLE.

PRESENTATIONS SEQUENCE TO EVALUATION COMMITTEE. Presentations to Evaluation Committee will be sequenced (in order) as determined by the utilization of RANDOM.ORG. Process will be conducted in the Purchasing Dept. with Auditor's designee present.

SUCCESSFUL PROPOSERS WILL BE NOTIFIED BY MAIL. All responding vendors will receive written notification regarding outcome of award.

PROPOSERS MAY ATTEND PUBLICLY HELD COMM COURT MEETING FOR AWARD OF THIS SOLICITATION. All responding proposers are welcome to attend the publicly held Commissioners Court meeting relative to the outcome / award of this solicitation. Court Meeting agenda date and times may be obtained at the following web site: <https://www.cameroncountytexas.gov/commissioners-court-agendas/>

OPEN RECORDS ACCESS TO ALL INFORMATION SUBMITTED. All information included will be open to the public, other proposers, media as per the Open Records Act and not be confidential in nature. If you deem any information as confidential, it should not be made part of your RFP package.

PLEASE NOTE CAREFULLY

THIS IS THE ONLY APPROVED INSTRUCTION FOR USE ON SUBMITTING YOUR REPOSE

1. **ORIGINAL (marked "ORIGINAL") AND ONE (1) COPY (marked "COPY")** sets and **an electronic copy on a flash drive (searchable PDF format file only)** of your RFP submittal for review by evaluation committee in a sealed envelope **MUST BE SUBMITTED**. Each RFP shall be placed in a separate envelope completely and properly identified with the name and number of the RFP. RFP's must be in the Purchasing Department BEFORE the hour and date specified.
2. Proposals MUST give full firm name and address of the proposer. **Failure to manually sign RFP will disqualify it**. Person signing RFP should show TITLE or AUTHORITY TO BIND THE FIRM IN A CONTRACT.
3. Proposals CANNOT be altered or amended after deadline time. Any alterations made before deadline time must be initiated by Proposer or his authorized agent. No RFP can be withdrawn after opening time without approval by the Commissioners Court based on a written acceptable reason.
4. Written and verbal inquires pertaining to bids must give RFP Number and Company.
5. NO changes or cancellations permitted without written approval of Purchasing Agent. The County reserves the right to accept or reject all or any part of any RFP and waive minor technicalities.
6. This is a RFP inquiry only and implies no obligation on the part of Cameron County.
7. Partial RFP's will not be accepted unless awarded by complete category or line item. **To be awarded by total RFP as determined to be most advantageous to Cameron County**
8. It is expected that the Proposer will meet all state and federal safety standards and laws in effect on the date of the RFP, for the item(s) being specified, and the particular use for which they are meant.
9. It is the responsibility of the Proposer to ask any and all questions the Proposer feels to be pertinent to the proposal. Cameron County shall not be required to attempt to anticipate such questions for proposers. Cameron County will endeavor or respond promptly to all questions asked.
10. If PROPOSER takes exception to specifications or reference data, he will be required to provide details etc. as specified.
11. A proposal may not be withdrawn or canceled by the proposer without the written acknowledgment of the County for a period of sixty (60) days following the date designated for the receipt of proposal, and proposer so agrees upon submittal of the proposal.
12. If a Bid Bond is required in this Proposal it must be included in Proposers Sealed RFP package.
13. The County reserves the right to accept or reject all or any part of any RFP, waiver minor technicalities. The County of Cameron reserves the right to award by item category or by total RFP. Prices should be itemized. County also reserves the right to award either with or without trade-in, if applicable. Cameron County reserves the right to award if only one (1) RFP was received. Cameron County retains the option to re-solicit at any time if in its best interest and is not automatically bound to renewal or re-solicitation. The County reserves the right to hold all RFPs for 60 days from the due date of receipt without actions. The County reserves the right to add additional County Departments (at a later time during this RFP award) as the need arises. The County also reserves the right to consider utilizing CO-OP Interlocal Agreements / pricing if determined to be more advantageous to the County.
14. All property of Cameron County must remain (at all times) within the United States – without exception – unless prior Agenda approval has been given by Commissioners Court.
15. The County is exempt from State Sales Tax and Federal Excise Tax. **DO NOT INCLUDE TAX IN RFP**. Cameron County claims exemption from all sales and/or use taxes under Texas Tax Code §151.309, as amended. Texas Limited Sales Tax Exemption Certificates will be furnished upon written request to the Cameron County Purchasing Agent.
16. Proposals are scheduled to be opened and publicly acknowledged at the Cameron County Commissioners Courtroom, on the scheduled date and time specified on cover sheet of this RFP package. Proposers, their representatives and interested persons may be present. The proposals shall be opened and acknowledged only so as to avoid disclosure of the contents to competing

proposers and shall remain confidential during negotiations. However, all proposals shall be opened for public review after the concession lease agreement is approved, except for trade secrets and confidential information contained in the proposal and identified by proposers as such.

17. No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting concession agreement. All change orders to this RFP will be made in writing by the Cameron County Purchasing Department. Award of proposal does not constitute a concession agreement. A binding concession agreement will be negotiated by the Cameron County Property Manager and approved by the Commissioners Court after the proposal has been awarded.
18. No public official shall have interest in this RFP except in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5. Subtitle C, Chapter §171.
19. The proposer shall not offer or accept gifts or anything of value nor enter into any business arrangement with any employee, official or agent of Cameron County.
20. All proposals meeting the intent of this RFP will be considered for a possible concession lease agreement negotiation.
21. Any interpretations, corrections or changes to this RFP will be made by addenda. Sole issuing authority of addenda shall be vested in Cameron County Purchasing Department. Addenda will be mailed to all who are known to have received a copy of this RFP. Proposers shall acknowledge receipt of all addenda in writing.
22. Proposals must comply with all federal and state laws, County policy and local regulations.
23. Cameron County may request a presentation and additional information to determine proposer's ability to sufficiently meet these minimum responsible standards listed above.
24. Cameron County requests proposer to supply, with this RFP, a list of at least three (3) references. Include full name and title, address, telephone number, fax number and name(s) of contact person.
25. Successful proposer shall defend, indemnify and save harmless Cameron County and all its officers, agents and employees from all suits, actions, or other claims of any person, persons, or property on account of negligent act or fault of the successful offered, or of any agent, employee, subcontractor or supplier in the execution of or performance under any contract which may result from proposal award. Successful proposer shall pay any judgment including costs, which may be obtained against Cameron County developing out of such injury or damages.
26. Any notice provided by this proposal or required by Law to be given to the successful proposer by Cameron County shall be conclusively deemed to have been given and received on the next day after such written notice has been deposited in the mail in Brownsville, Texas by Registered or Certified mail with sufficient postage affixed thereto, addressed to the successful proposer at the address so provided; this shall not prevent the giving of actual notice in any other manner.
27. It is the responsibility of the bidder or proposer to ask any and all questions the bidder or proposer feels to be pertinent to the bid or proposal. Cameron County shall not be required to attempt to anticipate such questions for bidders or proposers. Cameron County will endeavor to respond promptly to all questions asked.
28. Availability of Funds: This procurement is subject to the availability of funding. Cameron County's obligation hereunder is contingent upon the availability of appropriated funds from which payment for the Contract purposes can be made. No legal liability on the part of the County for any payment shall arise until funds are made available to the County for this Contract and until the Contractor receives notice of such availability, to be confirmed in writing by the County. Any award of Contract hereunder will be conditioned upon said availability of funds for the Contract.
29. Non-Appropriation Clause: Notwithstanding any provisions for this agreement, the parties agree that the services are payable by Cameron County from appropriations, grants, and monies from the General Fund and other sources. In the event sufficient appropriation, grants, and monies are not made available to Cameron County to pay these services for any fiscal year, this Agreement shall terminate without further obligation of County. In such event, the Cameron County Administrator shall certify to contractor that sufficient funds have not been made available to County to meet the obligations of this Agreement; such certification shall be conclusive upon parties.
30. INSPECTION: Upon receiving item(s), they will be inspected for compliance with the Proposal Specifications. If item(s) do not pass inspection, the vendor will be required to pick up the rejected item(s) at the delivery point, provide the necessary replacement, and return the item(s) to the original point of delivery.

Cameron County Sheriff or designee(s) reserve the right to inspect any item(s) or service location for compliance with specifications and requirements and needs for the department. If an offeror cannot furnish a sample of a proposal item, where applicable, for review, or fails to satisfactorily show an ability to perform, the County can reject the RFP as inadequate.
31. Testing: Cameron County Sheriff or designee(s) reserves the right to test equipment, supplies, materials and goods proposed for quality, compliance with specifications and ability to meet the needs of the user. Should goods or services fail to meet requirements the RFP is subject to rejection.

PURCHASE ORDER AND DELIVERY: The successful PROPOSER shall not deliver products or provide services without a contract approved by the Cameron County Commissioners Court and a Cameron County Purchase Order signed by an authorized agent of the Cameron County Purchasing Department.

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

NO PLACEMENT OF DEFECTIVE TENDER: Every tender or delivery of goods must fully comply with all provisions of this contract as to time of delivery, quality and the like. If a tender is made which does not fully conform, this shall constitute a breach and Seller shall not have the right to substitute a conforming tender provided, where the time for performance has not yet expired, the Seller may seasonably notify Buyer of their intention to cure and may then make a conforming tender within the contract time but not afterward.

PLACE OF DELIVERY: The place of delivery shall be that set forth on the purchase order. Any change thereto shall be affected by modification as provided for in clause 20, "Modifications", hereof. The terms of this agreement are "no arrival, no sale".

DELIVERY TERMS AND TRANSPORTATION CHARGES: RFP must show number of days required to place material in receiving agency's designated location under normal conditions. Failure to state delivery time obligates Proposer to complete delivery in 24 hours. A five-day difference in delivery promise may break a tie. Unrealistically short or long delivery promises may cause RFP to be disregarded. Consistent failure to meet delivery promises without valid reason may cause removal from Proposer list.

An accurate delivery date must be quoted on the "RFP Form". When there are various items, a delivery date must be included with each item quoted. Freight and shipping charges to Cameron County must be included in the RFP price. Final location will be supplied to the vendor on award of RFP, F.O.B. destination. Delivery locations will be: Various County Building locations. Delivery days after receipt of order (ARO). Specify all (various) dates by categories or item if different _____.

If delay is foreseen, contractor shall give written notice to Director of Purchasing. The County has the right to extend delivery date if reasons appear valid. Contractor must keep County advised at all times of status of order. Default in promised delivery (without accepted reasons) or failure to meet specifications, authorized the County to purchase supplies elsewhere and charge full increase in cost and handling to defaulting contractor. Delivery shall be made during normal working hours only, 8:00 a.m. to 5:00 p.m. unless otherwise noted in RFP.

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

SELLER TO PACKAGE GOODS: Seller will package goods in accordance with good commercial practice. Each shipping container shall be clearly and permanently packed as follows: (a) Seller's name and address; (b) Consignee's name, address and purchase order or purchase release number and the supply agreement number if applicable; (c) Container number and total number of containers, e.g. box 1 of 4 boxes; and (d) the number of the container bearing the packing slip. Seller shall bear cost of packaging unless otherwise provided. Goods shall be suitably packed to secure lowest transportation costs and to conform with requirements of common carriers and any applicable specifications. Buyer's count or weight shall be final and conclusive on shipments not accompanied by packing lists.

SHIPMENT UNDER RESERVATION PROHIBITED: Seller is not authorized to ship the goods under reservation, and no tender of a bill of lading will operate as a tender of goods.

TITLE AND RISK OF LOSS: The title and risk of loss of the goods shall not pass to Buyer until Buyer actually receives and takes possession of the goods at the point or points of delivery.

INSPECTION: Upon receiving item(s), they will be inspected for compliance with the RFP Specifications. If the item(s) do not pass inspection, the vendor will be required to pick up the rejected item(s) at the delivery point, provide the necessary replacement, and return the item(s) to the original point of delivery.

All items proposed shall be new, in first class condition, including containers suitable for shipment and storage (Cameron County prefers recycled packaging whenever possible), unless otherwise indicated in RFP. Verbal agreements to the contrary will not be recognized. All materials and services shall be subject to Purchaser's approval. Unsatisfactory material will be returned at Seller's expense. Cameron County reserves the right to inspect any item(s) or service location for compliance with specifications and requirements and needs of the using department. If an offeror cannot furnish a sample of a RFP item, where applicable, for review, or fails to satisfactorily show an ability to perform, the County can reject the RFP as inadequate.

TESTING: Cameron County reserves the right to test equipment, supplies, material and goods Proposed for quality, compliance with specifications and ability to meet the needs of the user. Demonstration units must be available for review. Should the goods or services fail to meet requirements and/or be unavailable for evaluation, the RFP is subject to rejection. **County user Dept.(s) reserves the right to make the final determination as to equivalents.**

SPECIAL TOOLS AND TEST EQUIPMENT: If the price stated on the face hereof includes the cost of any special tooling or special test equipment fabricated or required by Seller for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property of the Buyer and to the extent feasible shall be identified by the Seller as such.

INVOICES AND PAYMENTS: (a) Vendor shall submit separate invoices, in duplicate, on each purchase order after each delivery. Invoices shall indicate the purchase order number, shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading and the freight weigh bill when applicable, should be attached to the invoice. Mail to: Cameron County, ATTN: Auditor's Office, 1100 East Monroe St., Brownsville, Texas 78520. Payment shall not be due until the above instruments are submitted after delivery. Vendors must keep the Auditor advised of any changes in your remittance addresses. (b) County's only obligation to pay Vendor is to pay from funds budgeted and available for the purpose of the purchase. Lack of funds shall render this contract null and void to the extent funds are not available and any delivered but unpaid for goods will be returned to Vendor by the County. (c) Do not include Federal Excise, State or City Sales Tax. County shall furnish tax exemption certificate if required.

Any invoice, which cannot be verified by the contract price and/or is otherwise incorrect, will be returned to the Vendor for correction. Under term contracts, when multiple deliveries and/or services are required, the Vendor may invoice following each delivery and the County will pay on invoice. Contracts providing for a monthly charge will be billed and paid on a monthly basis only. Prior to any and all payments made for good and/or services provided under this contract, the Vendor should provide his Taxpayer Identification Number or social security number as applicable. This information must be on file with the Cameron County Auditor's office. Failure to provide this information may result in a delay in payment and/or back-up withholding as required by the Internal Revenue Services.

Vendor shall submit two (2) copies of an itemized invoice showing RFP number and purchase order number to:

**CAMERON COUNTY AUDITOR
ACCOUNTS PAYABLE
1100 EAST MONROE ST.,
BROWNSVILLE, TEXAS 78520**

Please note that any payment due under this RFP award will be applied towards any debt, including but not limited to delinquent taxes that is owed to Cameron County.

PAYMENT DISCOUNT: Indicate the payment discount (s) available depending on the when invoices are paid. For example, 1/30 means a 1% discount if paid within 30 days, 2/15 means a 2% discount if paid within 15 days, etc. Payment in full will be made within thirty (30) days of delivery, inspection, and receipt of invoice.

All costs quotations must include all the various features needed to satisfy the requirements. Note: No amounts will be paid for the items in this RFP in excess of the amounts quoted.

Criminal Background Checks are Mandatory:

Checks are mandatory for all personnel performing work on Cameron County sites. Contractors, consultants, and subcontractors are required to take all reasonable steps to assure that their employees do not represent a threat to the County or Facilities. Failure to comply with this requirement may result in immediate termination of any award or contract. The selected contractor shall provide a complete list of names (including supervisors) that may be working on campus. The contractor(s) shall remove from the Cameron County workplace any of its employees who are found to be unacceptable by Cameron County. Such requests shall not be unreasonable, are the sole decision of Cameron County, and are not subject to negotiation. Contractor shall provide proper identification for all contractor employees. While on Cameron County premises, all contractor employees must wear attire that identifies them as contractor's employee with identification visible from both the front and the back. Vehicles shall be clearly identified as company vehicles and be maintained in a neat clean and sanitary condition. At least one person in each vehicle, preferably the driver, must be able to speak, read and write. It shall be the contractor's responsibility to see that employees render quiet and courteous service.

Trade Secrets, Confidential Information and the Texas Public Information Act.

If you consider any portion of your Bid/Proposal/Qualification Statement to be privileged or **confidential** by statute or judicial decision, including trade secrets and commercial or financial information, clearly identify those portions.

Bid/Proposal/Qualification Statement will be opened in a manner that avoids disclosure of the contents to competing offers and to keep the proposals secret during negotiations. All proposals are open for public inspection after the contract is awarded, but trade secrets and confidential information in the proposals are not open for inspection.

Cameron County will honor your negotiations of the trade secrets and confidential information and decline to release such information initially, but please note that the final determination of whether a particular portion of your proposal is in fact a trade secret or commercial or financial information that may be withheld from public inspection will be made by the Texas Attorney General or a court of competent jurisdiction. In the event a public information request is received for a portion of your proposal that you have marked as being confidential information, you will be notified of such request, and you will be required to justify your legal position in writing to the Texas Attorney General pursuant to Section §552.305 of the Government Code. In the event that it is determined by opinion or order of the Texas Attorney General or a court of competent jurisdiction that the information is in fact not privileged and confidential under Section §552.110 of the Government Code and Section §252.049 of the Local Government code, then such information will be made available to the requested.

Bid/Proposal/Qualification Statement are to be signed by an officer of the company authorized to bind the submitter to its provisions. Bid/Proposal/Qualification Statement are to contain a statement indicating the period during which the proposal will remain valid. A period of not less than ninety (90) days required. The Bid/Proposal/Qualification Statement submitted by the bidders/proposer/responders shall become an integral part of the contract between the County and the bidder/proposer/responder and the representations, covenants, and conditions therein contained shall be binding upon the person, firm or corporation executing the same.

THE RESPONDENT IS RESPONSIBLE FOR READING AND UNDERSTANDING ALL DOCUMENTS, FORMS, SPECIFICATIONS, AND INSTRUCTIONS WITHIN THIS ENTIRE DOCUMENT. Follow all RFP package instructions; **you are responsible for obtaining any information needed in order to respond to this solicitation.** Further, the Respondent is responsible for providing any and all relevant information necessary to submit a response. Failure to do so will be at the Respondent's risk and may result in rejection of the response as non-conforming.

General Requirements apply to all advertised solicitations; however, these may be superseded, whole or in part, by OTHER DATA CONTAINED HEREIN. Be sure your proposal package is complete.

CAMERON COUNTY, TEXAS
COMMISSARY SERVICES – JAILS & DETENTION CENTERS
RFP # 1315

Cameron County is soliciting seal competitive proposals for **Commissary Services at Jails & Detention Centers**. This project shall commence once awarded by Commissioners' Court and must be for a term of one (1) primary two (2) year term ending on March 31, 2027; with a mutually agreed option to renew once or twice for one (1) additional year with each renewal (Two (2) renewal years), with prices and all terms remaining constant and based upon Commissioners Court's final approval.

Each proposal shall include an executive summary outlining the vendor's knowledge, experience and certification to conduct Commissary services for Cameron County Jails & Detention Centers. In addition, participants should also provide a financial system "ATM kiosk (Point of Sale)" for commissary services".

A bid/quote/proposal, when properly accepted by Cameron County Sheriff, shall constitute a contract equally binding between the Vendor/Contractor/Provider and Cameron County. No different or additional terms will become part of this contract with the exception of an Amendment and/or a Change Order.

No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All Amendments and/or Change Orders to the contract will be made in writing by Cameron County Sheriff.

No public official shall have interest in the contract, in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5, Subtitle C, Chapter 171.

The Vendor/Contractor/Provider shall comply with Guidelines & Restrictions Regarding the acceptance of Gifts by County Officials & County Employees.

Design, strength, quality of materials and workmanship must conform to the highest standards of manufacturing and engineering practice.

Bids/Quotes/Proposals must comply with all federal, state, county and local laws concerning the type(s) of product(s)/service(s)/equipment/project(s) contracted for, and the fulfillment of all ADA (Americans with Disabilities Act) requirements.

All products must be new and unused, unless otherwise specified, in first-class condition and of current manufacture. Obsolete products, including products or any parts not compatible with existing hardware/software configurations, will not be accepted.

Vendor/Contractor/Provider shall provide any and all notices as may be required under the Drug Free Workplace Act of 1988, 28 CFR Part 67, Subpart F, to its employees and all sub-contractors to insure that Cameron County maintains a drug-free work place.

Vendor/Contractor/Provider shall defend, indemnify and save harmless Cameron County and all its officers, agents and employees and all entities, their officers, agents and employees who are participating in this contract from all suits, claims, actions, damages (including personal injury and or property damages), or demands of any character, name and description, (including attorneys' fees, expenses and other defense costs of any nature) brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of Vendor/Contractor /Provider's breach of the contract arising from an award, and/or any negligent act, error, omission or fault of the Vendor/Contractor/Provider, or of any agent, employee, subcontractor or supplier of Vendor/Contractor/Provider in the execution of, or performance under, any contract which may result from an award. Vendor/Contractor/Provider shall pay in full any judgment with costs, including attorneys' fees and expenses which is rendered against Cameron County and/or participating entities arising out of such breach, act, error, omission and/or fault.

If a contract, resulting from a Cameron County IFB, RFP, RFQ, is for the execution of a public work, the following shall apply:

In accordance with V.T.C.A. 2253.021, a governmental agency that makes a public work contract with a prime contractor shall require the contractor, before beginning work, to execute to the governmental entity a Payment Bond if the contract is in excess of \$25,000.00. Such bond shall be in the amount of the contract payable to the governmental entity and must be executed by a corporate surety in accordance with Section 1, Chapter 87, Acts of the 56th Legislature, Regular Session, 1959 (Article 7.19-1 Vernon's Texas Insurance Code).

Payment Bond will not be required.

In accordance with V.T.e.A. 2253.021, a governmental agency that makes a public work contract with a prime contractor shall require the contractor, before beginning work, to execute to the governmental entity a Performance Bond if the contract is in excess of \$100,000.00. Such bond shall be in the amount of the contract payable to the governmental entity and must be executed by a corporate surety in accordance with Section 1, Chapter 87, Acts of the 56th Legislature, Regular Session, 1959 (Article 7.19-1 Vernon's Texas Insurance Code).

Performance Bond will not be required.

The contract shall remain in effect until any of the following occurs: delivery of product(s) and/or completion and acceptance by Cameron County Sheriff's Dept. of product(s) and/or service(s), contract expires or is terminated by either party with a **thirty (30) days written notice** prior to cancellation and notice must state therein the reasons for such cancellation. Cameron County reserves the right to terminate the contract immediately in the event the Vendor/Contractor/Provider fails to meet delivery or completion schedules or otherwise perform in accordance with the specifications. Breach of contract or default authorizes the County to purchase elsewhere and charge the full increase in cost and handling to the defaulting Vendor/Contractor/Provider.

Cameron County Sheriff's Department shall serve as Contract Administrator or shall supervise agents designated by Cameron County.

All delivery and freight charges (FOB Inside delivery at Cameron County Sheriff's Dept. designated locations) are to be included as part of the bid/quote/proposal price. All components required to render the item complete, installed and operational shall be included in the total bid/quote/proposal price. **Cameron County Sheriff's Dept. will pay no additional freight/delivery/installation /setup fees.**

Vendor/Contractor/Provider shall notify the Sheriff's Department immediately if delivery/completion schedule cannot be met. If delay is foreseen, the Vendor/Contractor/Provider shall give written notice to the Sheriff's Department. The County has the right to extend delivery/completion time if reason appears valid in writing within a twenty-four (24) hour response time.

The title and risk of loss of the product(s) shall not pass to Cameron County Sheriff's Dept. until Cameron County actually receives and takes possession of the product(s) at the point, or points of delivery. Cameron County shall generate a purchase order(s) to the Vendor/Contractor/Provider and the purchase order number must appear on all itemized invoices.

Invoices (**if apply**) shall be mailed or delivered directly to the Cameron County Detention / Jail Administrative Assistant overseeing all Commissary Account Operations at Carrizales / Rucker Detention Center, 7100 Old Alice Road, Olmito, Tx. 78575. All invoices shall show:

Vendor' s/Contractor' s / Provider' s Name, Address and Tax Identification Number;

Detailed breakdown (every two (2) weeks) of all charges for the product(s) and/or service(s) including applicable time frames, Tax Sales , Non Taxable Sales, Sales Tax, total sales by product, and gross total sales. Inmate names **will not** appear on these reports.

Payment to Vendor: Vendor will be paid their percentage (%) once per month by the Jail Administrative Assistant overseeing all Commissary Account operations utilizing the Inmate Commissary Account.

All warranties shall be stated as required in the Uniform Commercial Code.

The Vendor/Contractor/Provider and Cameron County agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.

The Vendor/Contractor/Provider agrees to protect Cameron County from any claims involving infringements of patents and/or copyrights.

The contract will be governed by the laws of the State of Texas. Should any portion of the contract be in conflict with the laws of the State of Texas, the State laws shall invalidate only that portion. The remaining portion of the contract shall remain in effect. The contract is performable in Cameron County, Texas.

The Vendor/Contractor/Provider shall not sell, assign, transfer or convey the contract, in whole or in part, without the prior written approval from Cameron County.

The apparent silence of any part of the specification as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of the specification shall be made on the basis of this statement.

Vendor/Contractor/Provider shall not fraudulently advertise, publish or otherwise make reference to the existence of a contract between Cameron County and Vendor/Contractor/Provider for purposes of solicitation. As exception, Vendor/Contractor / Provider may refer to Cameron County as an evaluating reference for purposes of establishing a contract with other entities.

The Vendor/Contractor/Provider understands, acknowledges and agrees that if the Vendor/Contractor/Provider subcontracts with a third party for services and/or material, the primary Vendor/Contractor / Provider (awardee) accepts responsibility for full and prompt payment to the third party. Any dispute between the primary Vendor/Contractor / Provider and the third party, including any payment dispute, will be promptly remedied by the primary vendor. Failure to promptly render a remedy or to make prompt payment to the third party (subcontractor) may result in the withholding of funds from the primary Vendor/Contractor/Provider by Cameron County for any payments owed to the third party.

Vendor/Contractor/Provider shall provide Cameron County with diagnostic access tools at no additional cost to Cameron County, for all Electrical and Mechanical systems, components, etc., procured through this contract.

Vendor/Contractor/Provider shall cover utility cost (electricity) associated with “ATM kiosk (Point of Sale)” system. Cameron County Sheriff Department will pro-rate electricity usage and will deduct dollar amount from awarded Vendor/Contractor/Provider.

Criminal History Background Check: ALL individuals are subject to a criminal history background check performed by the Cameron County's Sheriff's Office prior to access being granted to Vendor. Upon request, Vendor/Contractor/Provider shall provide a list of individuals to the Cameron County Sheriff's Department within five (5) working days.

NOTE: All other terms and conditions (i.e. Insurance Requirements, Bond Requirements, etc.) shall be stated in the individual Proposal. Solicitation documents as Special Terms, Conditions and Specifications.

GENERAL INFORMATION

The County shall have the right to reject the employment by the Respondent of any person or firm, and to require the removal of any person or firm employed or engaged by the Respondent, when it deems such action to be in its best interest and in the best interest of attaining successful implementation of its commissary management services program. It is further noted that the right of entrance by any person to the Facility is under the sole jurisdiction of the County Sheriff's Office.

All Respondent personnel, including the personnel of its sub respondent and agents, will be subject to security background checks and clearances by the Sheriff's Office prior to being granted admittance to the Facility. In each instance, the individual and the Respondent will provide such cooperation as may be reasonably required to complete the security check. The County Sheriff agrees to perform such security checks in a timely manner and not unduly delay such checks. Estimated time for background checks will be 48 hours.

Provision shall be made for meetings between the Respondent's staff and Facility administration, including their documentation, to facilitate good communications and good rapport.

All permits and licenses required by federal, state or local laws, rules and regulations necessary for the implementation of the work undertaken by the Respondent pursuant to the contract shall be secured and paid for by the Respondent.

The County shall have the unfettered right to monitor the Respondent's work in every respect. In this regard, the Respondent shall provide full cooperation, and ensure the cooperation of its employees, agents and sub respondents. Further, the Respondent shall make available for inspection and/or copying when requested, original time sheets, invoices, charge slips, credentialing statements, and any other date, records and accounts relating to the Respondent's work and performance under the contract. In the event the Respondent does not hold such material in its original form, a true copy shall be provided.

Cameron County Sheriff's Dept. may require a demonstration of technology items and site visit of a live system in operation.

INSURANCE REQUIREMENTS

Before commencing work, the vendor shall be required, at its own expense, to furnish the Cameron County Purchasing Department with certified copies of all insurance certificate(s) indicating the coverage to remain in force throughout the term of this contract.

Commercial General Liability insurance at minimum combined single limits of (\$500,000 per-occurrence and \$1,000,000 general aggregate) for bodily injury and property damage, which coverage shall include products/completed operations, independent contractors, and contractual liability each at \$500,000 per occurrence. Coverage must be written on an occurrence form.

Workers Compensation insurance at statutory limits, including employers' liability coverage at minimum limits. In addition to this, the contractor must meet each stipulation below as required by the Texas Workers Compensation Commission; (Note: If you have questions concerning these requirements, you are instructed to contact the TWCC at (512)440-3789).

Commercial Automobile Liability insurance shall be no less than \$500,000 combined single limits per accident for bodily injury and property damage, including owned, non-owned, and hired vehicle coverage.

The required limits may be satisfied by any combination of primary, excess or umbrella liability insurances, provided the primary policy complies with the above requirements and the excess umbrella is following form. The vendor may maintain reasonable and customary deductibles, subject to approval by Cameron County.

With reference to the foregoing insurance requirement, the vendor shall endorse applicable insurance policies as follows:

A waiver of subrogation in favor of Cameron County, its officials, employees, volunteers and officers shall be contained in the workers compensation coverage.

The vendor's insurance coverage shall name Cameron County as additional insured under the General Liability policy.

All insurance policies shall be endorsed to require the insurer to immediately notify Cameron County of any decrease in the insurance coverage limits.

All insurance policies shall be endorsed to the effect that Cameron County will receive at least thirty (30) days notice prior to cancellation, non-renewal or termination of the policy.

All copies of Certificates of Insurance shall reference the project/contract number.

All insurance shall be purchased from an insurance company that meets the following requirements:

A financial rating of B+VI or better as assigned by the BEST Rating Company or equivalent.

Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent, and shall contain provisions representing and warranting the following:

Sets forth all endorsements and insurance coverages according to requirements and instructions contained herein.

Sets forth the notice of cancellation or termination to Cameron County.

EVALUATION CRITERIA AND FACTORS

The award of the contract shall be made to the responsible offeror whose proposal is determined to be the best evaluated offer resulting from negotiation, taking into consideration the relative importance of commission fees and other factors set forth in the Request for Proposals in accordance with Vernon's Texas Code Annotated, Local Government.

Evaluation Process: Initially, the proposal will be examined to determine if it “qualifies” in that it meets the basic requirements for consideration. This review will pertain to such matters as adequate responsiveness to the RFP, necessary signatures, completeness, and clarity with respect to such essential factors as price. Failure of the proposal to meet the basic requirements of a proposal may disqualify it from further consideration.

After the proposals are received, the evaluation team shall evaluate each proposal that was timely submitted, and the evaluation shall be based on the criteria listed in the proposal. Selection committee members will conduct a qualitative evaluation of the overall proposal content and its conformance to requirements. The entire evaluation committee will then meet to discuss the strong and weak points of each proposal to ensure that it has been evaluated fairly, impartially and comprehensively. Following this initial evaluation, the evaluation team may recommend contract award without further discussion with Responders, or the firms submitting the top-rated proposals may be asked to make an oral presentation to the evaluation team for the propose of further clarification and evaluation of the proposals.

If oral presentations are scheduled, the representatives of the firm who will be directly assigned to the account must be present at the interview. During the interview portion of the meeting, the evaluation team shall advise the Respondent of deficiencies in the proposal, if any, and shall allow the Respondent to satisfy the requirements, questions, or concerns by submitting a final offer. The respondent may choose not to modify their proposal and may inform Cameron County Sheriff that the offer is firm and final.

The evaluation team shall not disclose any information included in a Respondent’s proposal to another firm during the RFP process and shall not disclose any information for the purpose of bringing one firm’s proposal up to that of a competitor’s proposal.

After final offers are received, the evaluation team shall re-evaluate each of the final offers, including those deemed final at the interview. The final offers shall be evaluated on the same criteria used in the first evaluation.

Cameron County Sheriff reserves the right to reject any and all proposals received for any reason that would be to the benefit of Cameron County.

All proposals submitted are to be valid for a period of ninety (90) days.

Evaluation of Qualifying Proposals: Having determined that a proposal meets the basic requirements, the Evaluation Committee will then evaluate it with respect to each of the following elements:

- 20% THE PROPOSED PRODUCT MEETING CAMERON COUNTY'S DETENTION / JAIL FACILITIES NEEDS AND REQUIREMENTS INCLUDING ACCOUNTING SOFTWARE CAPABILITIES AND MISCELLANEOUS SERVICES.
- 35% COMMISSION GUARANTEE OFFERED
- 30% PROPOSED STAFF EXPERIENCE & QUALIFICATIONS
- 15% FIRM'S REFERENCES

WEIGHTED QUANTITATIVE SCORING:

Each Vendor will be assigned a score of 1- 4 by each evaluator for each criteria

4 = Very good / Exceeds expectations

3 = Above expectations

2 = Meets expectations

1 = Does not meet expectations

0 = non responsive

Utilization of 0 by evaluator requires Evaluation Committee’s full consensus.

Evaluators average by category will be multiplied by the assigned weight for each vendor then totaled.

Scoring for price will be a ratio and based on a pro rata factor of the best price submitted.

Ex: Vendor W - price \$100,000 = 4 points X assigned weight (ie: 25%) = 100 points

Vendor X – price \$150,000 = 2.66 points X assigned weight (ie: 25%) = 75 points

Vendor Y – price \$200,000 = 2 points X assigned weight (ie: 25%) = 50 points

$\$100,000 \div \$200,000 = .50 \times 4 = 2 \times 25 = 50$

$\$100,000 \div \$150,000 = .66 \times 4 = 2.64 \times 25 = 66$

Once RFPs are reviewed, a short list will be compiled. Interviews may be conducted with Proposers determined to be most qualified. Additional information may be required at that time. Negotiations will begin with the Proposer determined to be most qualified for the project. Commissioners Court will make the final selection and approve the proposed contract.

In the "Price" Category, the maximum points will be assigned to the RFP with lowest, total price computed as specified. The points assigned to each of the other RFPs will be reduced by the percentage by which the RFP's computed price exceeds the lowest price.

The points assigned for the other categories will be based on the information provided in the RFPs, checks of references cited, and data available from independent sources such as technical journals and rating newsletters.

SCOPE OF SERVICES AND SPECIAL CONDITIONS

By order of the Sheriff, Cameron County, Texas sealed proposals will be received for Detention / Jail Commissary Services. Cameron County Sheriff is considering commissary management services consisting of the offer to include a (Kiosk) technology package with the operation of commissary outsourced.

Intent of Request for Proposal: Cameron County Sheriff's intent of this Request for Proposal (RFP) and resulting contract is to provide offerors with sufficient information to prepare a proposal for Commissary Services for Cameron County. The County requests priced proposals on the following specifications and will award a contract to the responsible offeror that best meets the needs of the County. Proposer shall be able to commence services on or about **March 31, 2025**.

Contract Term: Provide for a Primary Term contract for **two (2) years** beginning on or about **March 31, 2025**, to February 28, 2027, with a mutually agreed option to renew once or twice for one (1) additional year with each renewal (Two (2) renewal years), with prices and all terms remaining constant and based upon Commissioners Court's final approval.

Supplies Required: Cameron County Sheriff requires Total / Full Jail Inmate Commissary Services to supply various products such as but not limited to:

1. snacks
2. sugar & artificial sweetener drinks
3. candies
4. small supplies such as special pens, envelopes, lotion, etc.)
5. personal hygiene items (shampoo, soap, toothpaste, toothbrush)
6. sports bras, women's panties, men's boxers, men's T-shirts, shower shoes, thermal underwear for male/female.

A copy of the current Cameron County menu is attached (Exhibit A). Offeror shall provide, with their submittal, a list of all commissary items available, including prices to be charged the inmates and pack/container size. The prices shall include sales tax on items deemed taxable by the State of Texas.

Locations of Services: All items are to be provided to the inmates in the Cameron County Detention facilities **without** the use of vending machines. County facilities to be included in this contract at this time are:

The Jail Infirmary facilities are located at:

Carrizales-Rucker Detention Center 7100 Old Alice Rd., Olmito, Tx.
Ruben Torres Detention Center 1145 East Harrison, St., Brownsville, Tx.
Old County Jail 954 East Harrison, St. Brownsville, Tx.

(Current average daily total Minimum Security Detention Center population is at 1,480.
Average daily total detention center population projections for 2025 are estimated to be at 1,400.

OBJECTIVES

To provide data necessary for evaluation of competitive proposals submitted by qualified firms.

To provide a fair method for analyzing submitted proposals.

To result in a contract between the successful Respondent (unless all proposals are rejected) and County.

The County is requesting key features and capabilities. If Respondent is not able to provide all of these features, it is requested they include any exceptions to our list in their response.

In addition to commissary management services, the County is requesting the following:

Are you able to provide the following: In-pod kiosks, mobile kiosks, booking kiosk, and lobby kiosk which are all touch screen capable and security conscious based on the location of deployment?

Would software running the kiosk system to manage all detention financial transactions be based on the County's requirements? Would respondent be able to provide samples financial reports? The County will work with awarded Respondent if more detailed reporting is required.

Based on site survey, how many Kiosks would be recommended and where would the recommended locations be?

Would all kiosks work on the system to allow for a single financial system to be utilized by the jail, commissary and be able to interface with our inmate telephone vendor prepaid phone services? Would this system interface with Odyssey to get basic inmate information and housing locations? Kiosk system must fully interface with Tyler Technologies / Odyssey System and the awarded Commissary vendor will be responsible for all Interface Implementation costs associated with full Interface Implementation of Kiosks system software to Tyler / Odyssey.

Would your Kiosks provide the following features and services:

Fund deposit services: To include web, phone, credit card deposits (including in booking by the inmate).

Full financial system to take over all financial transactions from Odyssey to include bonding transactions, money order deposits, credits, debits, indigent orders, and meet industry standard banking security requirements.

Money is released via debit card.

Email: Ability for inmates to have limited/secured email with capability to charge for each incoming and outgoing text (recorded and searchable by inmate ID number and key words).

Please be willing to provide as part of your proposal a separate data source for your system.

Based on our review of our current network infrastructure as part of this build out all cabling and additional network switches will be the burden of the proposer.

MINIMUM QUALIFICATIONS

To be considered for award of this contract, the Respondent must meet the following minimum qualifications:

The Respondent must be organized for the purpose of providing commissary management services, and have previous experience with proven effectiveness.

The Respondent must have at least five (5) continuous years of corporate experience in providing commissary management services at correctional facilities and have at least three (3) current contracts with separate agencies with correctional facilities of similar size and layout to the Facility. Emphasis will be placed on those referenced correctional facilities in the State of Texas.

The Respondent must operate in accordance with the Texas Commission on Jail Standards.

The Respondent must demonstrate its ability to provide a commissary management system specifically for the Facility. It must demonstrate that it has the ability for a thirty (30) day start-up, that it has a proven system of recruiting staff, and that it has an adequate support staff in its central office capable of competently supervising and monitoring its operations in the County.

The proposal must include a company history, current corporate structure and resumes of the individual assigned to this project.

The proposal must include the following contractual and legal action history for the past two (2) years, including history of any affiliated companies.

List and explain in detail all contracts that have been terminated or cancelled prior to contract expiration, and include the reason for each.

List and explain in detail all litigation claims.

List and explain in detail all lawsuits involving inmates that were settled and/or in which judgment was made against the proposing company or affiliated companies

MANDATORY REQUIREMENTS:

All proposals must contain sufficient information concerning the project for the County to evaluate whether the Respondent meets “minimum qualifications”.

All proposals must demonstrate that the Respondent has the willingness and ability to comply with the scope of contract, mandatory requirements, specifications and program requirements.

Additionally:

All proposals must list by name, address, phone and Contract Administrator of all facilities where Respondent is providing commissary management services and time that each contract has been in effect.

All proposals must list by name, address, phone and Contract Administrator all correctional institutions where proposer has terminated services, been terminated or lost a re-RFP as the incumbent.

All proposals must provide proof of insurance.

Future Expansion: Due to the growth the County has experienced and the need for future expansion, Cameron County Sheriff reserves the right to add/delete locations as it deems to be in the best interest of the County. Due to future expansion the County will experience over the next several years, Cameron County Sheriff may require changes to the procedures and type of service provided to each facility as it deems to be in the best interest of the County.

Product Containers: NO glass or metal containers shall be allowed. Size and type of containers shall be approved by Cameron County Sheriff. Cameron County Sheriff reserves the right to increase/decrease products offered as it deems to be in the best interest of the County.

Eligible Participants: Commissary items shall be available for purchase by inmates and jail staff being housed by Cameron County facilities. No other individuals may purchase items from the service.

Security: All security provisions established for each facility shall be strictly followed. reserves the right to enforce existing or establish new security procedures as deemed to be in the best interest of the County in order to maintain safe and orderly operation of the detention facility.

Storage Space: Cameron County Sheriff will provide limited space at the main detention center sufficient in size to store small equipment and minimum supplies, currently approximately 422 sq. ft is available.

Service Product Quality: The same quality/level of service shall be available at the central detention center and minimum security detention facilities. All food products must be properly labeled, only fresh and legal products shall be sold in the Commissary. Item(s) found defective or not meeting specifications shall be picked up, delivered and replaced the next commissary day by the vendor. Cameron County Sheriff shall supply personnel to coordinate and verify all intake and expenditures of inmate funds.

Employee Requirements: Cameron County Sheriff Administration Office shall have the right of approval or rejection of any commissary employee hired or contracted by the vendor. Vendor agrees that any such person hired or contracted shall be subject to a Cameron County Sheriff's Office background investigation, which investigation will be performed without delay so as not to hinder the ability to perform under the awarded contract. Within ten (10) days following award of contract, the successful vendor agrees to provide a letter to Cameron County Sheriff stating the employees may be searched, if necessary, in case of accusation of theft or contraband. Cameron County Sheriff's Dept. reserves the right to search any bags or personal items brought into the jail by representatives of the vendor at any time. The County may request a complete list of vendor's employees at any time during this contract which will include name, date of birth, social security number, sex, nationality and driver's license. Vendor's employees shall be in company uniform, and be clearly identified as being employed by the company, and present themselves in a professional manner at all times.

Wages: Vendor shall at all times pay or cause to be paid, without expense to Cameron County, all Social Security,

Unemployment and Federal Income withholding Taxes of all their employees. All such employees shall be paid wages and benefits as required by Federal and/or State Law.

Sales Taxes: State and local sales taxes shall be collected on taxable items sold to inmates by jail commissaries. State sales tax shall be collected on all taxable items as determined by the State of Texas Comptrollers Office. Therefore, all applicable taxes/fees shall be collected and paid by the vendor to the proper taxing entity. Vendor shall provide proof of payment, within thirty (30) days of payment due date, of all applicable taxes/fees to the Cameron County Auditor's Office as the taxes are paid by the vendor (i.e. monthly, quarterly, etc.).

Inmate Draw Pricing: Inmate draw for commissary items shall not exceed \$300.00/monthly, Proposer shall state in their proposal how this limit will be set by their system. Personal hygiene and clothing items purchases should be considered part of the \$300.00 / monthly allowable purchases, For the first ninety (90) days of this contract, prices of all items shall remain constant as stated herein. At the end of this ninety (90) day period, vendor shall only raise prices due to an increase in their wholesale costs and only with prior approval by Cameron County Sheriff.

ALL PRICE INCREASES MUST BE SUBMITTED (IN WRITING) TO THE SHERIFF FOR HIS APPROVAL. THE SHERIFF WILL RESPOND IN WRITING WITH HIS/HER SIGNATURE INCLUDED IF HE AGREES TO THE PRICE INCREASE. NO PRICE INCREASES SHALL TAKE EFFECT WITHOUT THE SHERIFF'S SIGNED APPROVAL.

Record/Inventory System: Commissary tracking system & transaction accounting / audit software requirements and all other required tracking requirements by Sheriff's / Jail Division Dept. and County Auditors.

The Vendor/Provider will utilize the current Tyler Technologies - Odyssey System for all automated commissary functions and follow our current requirements we have in place with the County Auditor. The Sheriff's Department reserves the right to change systems.

If an interface to the existing County systems is deemed to be necessary in the future the vendor will be responsible for providing an ASCII formatted file, using a data layout that will be provided by the County. The ASCII file will be provided electronically to the County by the vendor.

Cart Requirements: Service shall include but not be limited to total/full cart service at all three locations. No vending machines shall be permitted. All carts must have a form of bumper/guard on all sides to protect facility walls and surfaces from paint scratching or other damage. Bagging of commissary items may be performed either offsite or on-site.

Service Schedule: Each inmate shall be allowed to purchase commissary a minimum of twice per week on a schedule to be determined upon award by Cameron County Sheriff and the vendor. The indigent population shall be serviced every two week based upon Indigent Inmate's request. As growth occurs in the County facilities or as additional facilities are required, Cameron County Sheriff may require additional days to be included for servicing these locations. Hours for providing service to the inmates must be between the hours of 8:00 a.m. and 5:00 p.m. Monday through Friday. Vendor shall supply personnel to process and deliver commissary items.

Indigent Inmate Supplies: Vendor shall provide indigent inmates **- AT VENDORS EXPENSE -** (up to 20% of the average daily population [average population is 1,400 at this time]) with kits to include a minimum of toothpaste, toothbrush, soap, writing paper, pen and two (2) stamped envelopes at no expense to the County. The vendor shall supply the County with additional indigent kits to keep on hand to ensure that indigents are provided a kit within 72 hours. The number of indigent kits supplied shall be determined by taking the total cost of all indigent supplies dispensed every two week and divide that by the cost of a complete indigent kit to equal the total number of indigent kits dispensed bi-weekly. The vendor shall provide up to, and include, 20% of the total average daily inmate population with indigent supplies bi-weekly at no cost to Cameron County. Cameron County Sheriff's Dept. shall provide the average daily population figures to the vendor once per month, date to be agreed upon by the parties upon award of the contract.

Reports & Documentation: Upon request the vendor shall be required to respond in writing to inmate request, complaints, and grievances. A physical or electronic copy of all paperwork shall be made available to the Sheriff's Office.

Vendors may offer a point of sale system that will provide electric and paper backup, with real time itemized transactions. This shall be made possible by scanning a UPC bar code at the point of purchase. A copy of the receipt needs must be given to the inmate and a copy available traceable to inmate's account and reporting. Historical data may be archived after an account has not been used for 60 days, but it must be immediately accessible for retrieval when

necessary. Vendor offering a delayed delivery manual operated commissary system shall generate prenumbered, triplicate copy receipts, to be signed by inmates upon receipt of goods. A copy of the receipt shall be given to the inmate, a copy shall be kept by vendor and a copy shall be kept by the Sheriff's Office for permanent record. Each transaction made to an inmate's account, for purchase or credit or adjustment, shall have a receipt. Excess prenumbered receipts to be controlled by the Sheriff's Office.

Vendor shall provide physical or electronic access review capabilities to the Cameron County Auditor's Office each month, without demand, a financial report broken down by month to include, but not limited to, total receipts and total disbursements without tax and with tax amount per inmate by month, total deductions for medical per inmate by month, total revenue and expenditures for month requested, check register and bank reconciliation. Bank balance to be reconciled on the vendor's system to the inmate trust account check register balance and transaction report ending balance. System shall provide the capability to run a separate inmate report (by inmate-all transaction) and a separate transaction report (all transactions by date/time/shift). System must provide a shift report that captures all transactions in a shift by (shift/inmate/date/time) and ability to compare the shift report with inmate transaction report at the end of each shift. The vendor's system shall also be capable of voiding checks and then creating a Void Check Register report to show the inmate's name, check number, date, amount and total. Offeror shall include with their submittal a sample of a report(s) showing the required information and explain how checks are voided in the system.

Vendor shall have available physically or electronically and provide to, by the next County business day, the Cameron County Auditor's Office a copy of all receipts for commissary purchases. Each receipt shall be signed by the inmate showing that the commissary item(s) listed on the receipt was received. Vendor shall hand write or label the assigned computer generated transaction number in the upper right hand corner of the corresponding order form that can be cross-referenced to the receipts and transaction reports.

Vendor shall not manually, by physical and/or electronic means adjust, rectify, or make changes to files, records, or transactions other than programmed without prior approval from the Auditor's Office.

If a mistake/error is made in Order Entry, the incorrect transaction shall be voided and a new order entered under a new transaction number; keeping the voided transaction intact.

The changeover from the current vendor to a new vendor shall have Sheriff and Auditor Office personnel involvement at all times. No installation, changes to financial system or transfer of prior vendor data may occur without written approval from the Auditor's Office.

Commissary History: Vendor shall provide commissary history to the medical and detention staff upon request. Vendor shall also provide inmates with their own personal commissary history upon request.

Sales History: Currently Cameron County is paying 35% of the Gross Commissary Sales, excluding Texas State Sales Taxes and Postage.

Please see Exhibit B for Current Commissary Sales history

The gross sales figure listed in Exhibit B includes sales tax on taxable purchases.

Revenue Payments: Cameron County Jail Administrative Assistant overseeing all Commissary Account operations at the office of the Cameron County Carrizales Rucker Detention Facility, 7100 Old Alice Road, Olmito, Tx. 78575 - as a fee for the purpose of providing Commissary Services to the County, shall pay every two (2) weeks the percentage amount of the gross sales (excluding Texas State Sales Taxes and Postage) of the said commissary services as per Proposal by vendor. Vendor will be paid their percentage % utilizing the Inmate Commissary Account.

Vendor / provider will pay the Cameron County Sheriff's / Jail Commissary **Fund Commissions of sales (less sales tax paid and postal sales) based on monthly sales.**

All products must be approved by jail management to ensure that the security and safety interest of the inmates, staff, and facilities, are met.

Vendor / Provider must have at least four years experience providing Inmate Commissary services to multiple facilities with an aggregate inmate population of 1,200 inmates.

In order to make an equivalent comparison of all items proposed in both quality and size:

Please include a proposed commissary order list which compares to our existing list.

Also include a full list of all available item alternates your firm is able to provide us with Brand names and unit of measure / sizes included.

All items must include point of sale pricing.

PROPOSAL FORMAT

The proposal shall be divided into tabbed, marked sections and shall include but not limited to information for each of the following:

FIRM OVERVIEW

Offeror is requested to define the overall structure of the Firm to include the following:

1. A descriptive background of your company's history.
2. State your principal business location and any other service locations.
3. What is your primary line of business?
4. How long have you been selling product(s) and/or providing service(s)?
5. State how many and the locations where your product/services are in use.
6. Preferential Requirement: The County of Cameron, as a governmental agency of the State of Texas, may not award a contract to a nonresident Proposer unless the nonresident's Proposal is lower than the lowest Proposal submitted by a responsible Texas resident Proposer by the same amount that a Texas resident Proposer would be required to under Proposal a nonresident Proposer to obtain a comparable contract in the state in which the nonresident's principal place of business is located (Government Code, Title 10, V.T.C.A., Chapter 2252, Subchapter A). Proposer shall make answer to the following questions by encircling the appropriate response or completing the blank provided:

(a) Is your principal place of business in the State of Texas? YES NO

(b) If the answer to question above is "yes", no further information is necessary; if "no", please indicate:

1. in which state your principal place of business is located:
2. if that state favors resident proposers (proposers in your state) by some dollar increment or percentage: __ YES __ NO
3. if "yes", what is that dollar increment or percent? _.

PROPOSED STAFF/EXPERIENCE/CREDENTIALS

Offeror is requested to provide qualifications as well as experience information on Offeror's key personnel.

PROPOSED PRODUCT(S)/SYSTEM/SERVICE(S)

Offeror is requested to identify the proposed product(s)/service(s) to include but not limited to the following areas:

Product(s)/System to include all necessary components to render it complete and operational;

Work Plan to include:

Installation
Education and Training
Testing and Support
Impact on current system
Maintenance
Documentation
Conversion

REFERENCES

Offeror is requested to include at least three (3) references with names, addresses and telephone numbers. The offeror is requested to include references of at least two (2) similar projects as listed and one (1) from a financial institution with whom the firm has done business.

TIME SCHEDULE

Provide a schedule for installation of equipment and implementation of the services. The schedule must include all tasks that will require time in the process, such as installation, testing and training (identify amount of time assumed for each task).

PRICING/ COMMISSIONS / FEES

State guaranteed commission fee offeror shall pay to Cameron County.

State Percentage of commission of all sales.

State cost per indigent kit to be provided to the County should the average daily population exceed the 20%

Provide a list of commissary items available and state price to be charged to the inmate

SUPPORTING MATERIALS

Various questions included in this RFP will be used in making a selection and should be addressed by section and number. Offeror is requested to submit with their proposal six (6) copies of descriptive literature sufficient in detail to enable an intelligent comparison of the specifications of the services proposed with that of the requirements stated herein.

FINANCIAL STATEMENTS

Offeror is requested to submit recent financial statements with their proposal. Audited financial statements are not mandatory. Unaudited financial statements will be accepted. If offeror's firm does, however, have audited statements, please include a copy with your proposal.

OTHER PROJECTS INVOLVED WITH

Offeror is requested to provide a list of other projects that you are currently involved with or will be involved with.

COOPERATIVE PURCHASING

As permitted under Title 8, Chapter 271, Subchapter F., Section 271.101 and 271.102 V.T.C.A. and Title 7, Chapter 791, Subchapter c., Section 791.025, V.T.C.A., other local governmental entities may wish to also participate under the same terms and conditions contained in this contract. Each entity wishing to participate must enter into an Interlocal Agreement with Cameron County and have prior authorization from vendor. If such participation is authorized, all purchase orders will be issued directly from and shipped directly to the local governmental entity requiring supplies/services. Cameron County shall not be held responsible for any orders placed, deliveries made or payment for supplies/services ordered by these entities. Each entity reserves the right to determine their participation in this contract.

Would proposer be willing to allow other local governmental entities to participate in this contract, if awarded, under the same terms and conditions?

YES NO

EXCEPTIONS TO REQUIREMENTS

If taking exception to any of the requirements as laid out in this Proposal please identify each exception by page number, paragraph and item # , note exact detail per specific RFP request and explain reason for exception.

BY SIGNING AND SUBMITTING THIS PROPOSAL, PROPOSER ACKNOWLEDGES THAT HE/SHE HAS READ, UNDERSTANDS, AND CAN PROVIDE THE MINIMUM REQUIREMENTS STATED HEREIN, THAT HE/SHE HAS VISITED THE SITE, PERFORMED INVESTIGATIONS AND VERIFICATIONS AS HE/SHE DEEMS NECESSARY, FAMILIARIZED HIMSELF/HERSELF WITH THE LOCAL CONDITIONS UNDER WHICH THE WORK IS TO BE PERFORMED AND WILL BE RESPONSIBLE FOR ANY AND ALL ERRORS IN HIS/HER PROPOSAL RESULTING FROM HIS/HER FAILURE TO DO SO. PROPOSER CERTIFIES THIS PROPOSAL HAS NOT BEEN PREPARED IN COLLUSION WITH ANY OTHER PROPOSER OR OTHER PERSON OR PERSONS ENGAGED IN THE SAME LINE OF BUSINESS.

EXECUTIVE SUMMARY

Format and Content: Please included in your RFP's as part of your cover the following:

Executive Summary (2 pages max.)

Summary of RFPs as submitted

Executive Summary to include name, address, and telephone number of the firm submitting the RFP, a summary of the firm's interest in this project, and the name of one or more individuals authorized to represent the consultant in its dealings on a contractual basis. The Executive Summary should also include a statement that indicates if current workload allows for project to be completed on an accelerated schedule (maximum 2 pages).

Introduction (2 pages max.)

RFPs must include confirm that the firm will comply with all of the provisions in this RFP. If exceptions will be taken it should be so noted. RFPs must be signed by a company officer empowered to bind the company. A proposer's failure to include these items in their RFPs may cause their RFPs to be determined to be non-responsive and the RFPs may be rejected. Include the following: *Firms Name, Address, Phone #, Contact Name, Phone #, Email address.*

Understanding of the Project (1-page max.)

Offerors must provide a comprehensive narrative statement that illustrates their understanding of the requirements of the project and the project schedule.

Methodology Used for the services/project (1-page max.)

Proposers must provide a comprehensive narrative statement that sets out the methodology they intend to employ and that illustrates how their methodology will serve to accomplish the work/service and meet Cameron County's project schedule.

Management Plan for the Project (1-page max.)

Offerors must provide a comprehensive narrative statement that sets out the management plan they intend to follow and illustrates how their plan will serve to accomplish the work and meet Cameron County's project/service schedule.

Experience and Qualifications (2 pages max.)

Provide list specific to the personnel assigned to accomplish the work called for in this RFP; illustrate the lines of authority; designate the individual responsible and accountable for the completion of each component and deliverable of the RFP.

Provide a narrative description of the organization of the project team.

RFP Cost Proposal (1-page max.)

Proposer's cost RFPs must include an itemized list of all direct and indirect costs associated with the performance of this contract, including, but not limited to, total number of hours at various hourly rates, direct expenses, payroll, supplies, overhead assigned to each person working on the project, percentage of each person's time devoted to the project/services, and profit.

Evaluation Criteria (2 pages total max. for all criteria)

Explain your firms' strengths/advantages as they pertain to each of the Evaluation Scoring criteria.

Note each criteria separately with explanation for each.

YOU MUST SUBMIT YOUR PROPOSAL IN THIS ORDER; FAILURE TO FOLLOW RFP FORMAT & CONTENT WILL DISQUALIFY THE OFFER

You shall disclose any outstanding claims against you (pages as needed).

RESTRICTIVE OR AMBIGUOUS REQUIREMENTS

It is the responsibility of the Proposer to review the procurement packet and to notify the Cameron County Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict competition or request clarification of any requirements that are ambiguous. Any such protest or question regarding the requirements or qualification procedures must be received in writing via e-mail to purchasing@co.cameron.tx.us by the deadline stated for Questions and Answers.

NOTICE OF COMMUNICATION

All communications by a vendor to the county, its officials, and department heads regarding this procurement shall be done through the Cameron County Purchasing Department. No vendor, its' representative, agent, or employee shall engage in private communication with a member of the Cameron County Commissioners Court or county department heads regarding any procurement of goods or services by the County from the date that this procurement packet is released. No private communication regarding the purchase shall be permitted until the procurement process is complete and a purchase order is granted, or a contract is entered into. "Private Communication" means communication with any vendor outside of a posted meeting of the governing body, a regular meeting of a standing or appointed committee, or negotiation with a vendor which has been specifically authorized by the governing body.



CAMERON COUNTY
COST PROPOSAL FORM
COMMISSARY SERVICES – JAILS & DETENTION CENTERS

In accordance with the attached instructions, terms, conditions, and Scope of Services we submit the following proposal to Cameron County.

County requires guaranteed amount of profit. Respondent to propose both guaranteed amount and a percentage of commission of all sales. If at the end of the year, there is a shortfall between the percentage paid and the guaranteed amount the awarded vendor will pay County the difference. Guaranteed amount to include all technology items; however, detailed pricing for all technology items is required. The County reserves the right to adjust / remove any technology components and negotiate the guaranteed amount. Provide a sample commissary order with recommended sales price based on guaranteed numbers.

Formula vendors to use for in Pricing / Percentage Commissions / Guaranteed Commissions / Fees:

With Kiosks & with the operation of commissary outsourced

\$ _____ annual guaranteed commissions to County.

Percentage of sales commissions to be paid to County on a monthly basis _____ %

I certify that the contents of this proposal are known to no one outside the firm, and to the best of my knowledge all requirements have been complied with.

Date: _____

Authorized Signature:

Name

Title

Firm Name

THIS FORM MUST BE RETURNED WITH YOUR RFP



**ADDENDUM
ACKNOWLEDGEMENT FORM**

COMMISSARY SERVICES – JAILS & DETENTION CENTERS

Title of Project

RFP # 1315

Receipt of the following Addendum is acknowledged:
Failure to acknowledge an addendum may result in a Respondent being deemed non-responsive.

Addendum no. _____ Date: _____

Addendum no. _____ Date: _____

Addendum no. _____ Date: _____

Addendum no. _____ Date: _____

Signature: _____ Date: _____

Title _____

Name of Firm

THIS FORM MUST BE RETURNED WITH YOUR RFP



**CAMERON COUNTY
PROVIDER QUALIFICATIONS**

Please complete all fields below. If not applicable, please mark with N/A

Firm Name:

Legal Name (if different):

Years in Business:

Number of years providing similar service:

Contact Person:

Mailing Address:

Phone Number: _____

Email of Contact Person:

Number of Full Time Employees:

Name and Experience of Proposed Point of Contact for this Proposal:

(Maximum 10 pages)

THIS FORM MUST BE RETURNED WITH YOUR RFP

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

**Request for Taxpayer
Identification Number and Certification**

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

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

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes.

Individual/sole proprietor C corporation S corporation Partnership Trust/estate

LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership)

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

Other (see instructions)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

5 Address (number, street, and apt. or suite no.). See instructions. Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Social security number

 - -

or

Employer identification number

 -

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person Date

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

THIS FORM MUST BE RETURNED WITH YOUR RFP

must obtain your correct taxpayer identification number (TIN), which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid).
- Form 1099-DIV (dividends, including those from stocks or mutual funds).
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds).
- Form 1099-NEC (nonemployee compensation).
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers).
- Form 1099-S (proceeds from real estate transactions).
- Form 1099-K (merchant card and third-party network transactions).
- Form 1098 (home mortgage interest), 1098-E (student loan interest), and 1098-T (tuition).
- Form 1099-C (canceled debt).
- Form 1099-A (acquisition or abandonment of secured property).

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

Caution: If you don't return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued);
2. Certify that you are not subject to backup withholding; or
3. Claim exemption from backup withholding if you are a U.S. exempt payee; and
4. Certify to your non-foreign status for purposes of withholding under chapter 3 or 4 of the Code (if applicable); and
5. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting is correct. See *What Is FATCA Reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding. Payments made to foreign persons, including certain distributions, allocations of income, or transfers of sales proceeds, may be subject to withholding under chapter 3 or chapter 4 of the Code (sections 1441–1474). Under those rules, if a Form W-9 or other certification of non-foreign status has not been received, a withholding agent, transferee, or partnership (payor) generally applies presumption rules that may require the payor to withhold applicable tax from the recipient, owner, transferor, or partner (payee). See Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*.

The following persons must provide Form W-9 to the payor for purposes of establishing its non-foreign status.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the disregarded entity.
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the grantor trust.
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust and not the beneficiaries of the trust.

See Pub. 515 for more information on providing a Form W-9 or a certification of non-foreign status to avoid withholding.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person (under Regulations section 1.1441-1(b)(2)(iv) or other applicable section for chapter 3 or 4 purposes), do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515). If you are a qualified foreign pension fund under Regulations section 1.897(l)-1(d), or a partnership that is wholly owned by qualified foreign pension funds, that is treated as a non-foreign person for purposes of section 1445 withholding, do not use Form W-9. Instead, use Form W-8EXP (or other certification of non-foreign status).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a saving clause. Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.–China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if their stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.–China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first Protocol) and is relying on this exception to claim an exemption from tax on their scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called “backup withholding.” Payments that may be subject to backup withholding include, but are not limited to, interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third-party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester;
2. You do not certify your TIN when required (see the instructions for Part II for details);
3. The IRS tells the requester that you furnished an incorrect TIN;
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only); or
5. You do not certify to the requester that you are not subject to backup withholding, as described in item 4 under “*By signing the filled-out form*” above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier.

What Is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all U.S. account holders that are specified U.S. persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you are no longer tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

- **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note for ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040 you filed with your application.

- **Sole proprietor.** Enter your individual name as shown on your Form 1040 on line 1. Enter your business, trade, or "doing business as" (DBA) name on line 2.

- **Partnership, C corporation, S corporation, or LLC, other than a disregarded entity.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

- **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. Enter any business, trade, or DBA name on line 2.

- **Disregarded entity.** In general, a business entity that has a single owner, including an LLC, and is not a corporation, is disregarded as an entity separate from its owner (a disregarded entity). See Regulations section 301.7701-2(c)(2). A disregarded entity should check the appropriate box for the tax classification of its owner. Enter the owner's name on line 1. The name of the owner entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For

example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, enter it on line 2.

Line 3a

Check the appropriate box on line 3a for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3a.

IF the entity/individual on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation.
• Individual or • Sole proprietorship	Individual/sole proprietor.
• LLC classified as a partnership for U.S. federal tax purposes or • LLC that has filed Form 8832 or 2553 electing to be taxed as a corporation	Limited liability company and enter the appropriate tax classification: P = Partnership, C = C corporation, or S = S corporation.
• Partnership	Partnership.
• Trust/estate	Trust/estate.

Line 3b

Check this box if you are a partnership (including an LLC classified as a partnership for U.S. federal tax purposes), trust, or estate that has any foreign partners, owners, or beneficiaries, and you are providing this form to a partnership, trust, or estate, in which you have an ownership interest. You must check the box on line 3b if you receive a Form W-8 (or documentary evidence) from any partner, owner, or beneficiary establishing foreign status or if you receive a Form W-9 from any partner, owner, or beneficiary that has checked the box on line 3b.

Note: A partnership that provides a Form W-9 and checks box 3b may be required to complete Schedules K-2 and K-3 (Form 1065). For more information, see the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

If you are required to complete line 3b but fail to do so, you may not receive the information necessary to file a correct information return with the IRS or furnish a correct payee statement to your partners or beneficiaries. See, for example, sections 6698, 6722, and 6724 for penalties that may apply.

Line 4 Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third-party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space on line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2).

- 2—The United States or any of its agencies or instrumentalities.
- 3—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities.
- 5—A corporation.
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or territory.
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission.
- 8—A real estate investment trust.
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940.
- 10—A common trust fund operated by a bank under section 584(a).
- 11—A financial institution as defined under section 581.
- 12—A middleman known in the investment community as a nominee or custodian.
- 13—A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
• Interest and dividend payments	All exempt payees except for 7.
• Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
• Barter exchange transactions and patronage dividends	Exempt payees 1 through 4.
• Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5. ²
• Payments made in settlement of payment card or third-party network transactions	Exempt payees 1 through 4.

¹ See Form 1099-MISC, Miscellaneous Information, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) entered on the line for a FATCA exemption code.

- A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37).
- B—The United States or any of its agencies or instrumentalities.
- C—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.
- D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i).
- E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i).

- F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state.
- G—A real estate investment trust.
- H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940.
- I—A common trust fund as defined in section 584(a).
- J—A bank as defined in section 581.
- K—A broker.
- L—A trust exempt from tax under section 664 or described in section 4947(a)(1).
- M—A tax-exempt trust under a section 403(b) plan or section 457(g) plan.

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, enter "NEW" at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have, and are not eligible to get, an SSN, your TIN is your IRS ITIN. Enter it in the entry space for the Social security number. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/EIN. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or Form SS-4 mailed to you within 15 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and enter "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, you will generally have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon. See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier, for when you may instead be subject to withholding under chapter 3 or 4 of the Code.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.

You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.

You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third-party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))**	The grantor*

For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing Form 1041 or under the Optional Filing Method 2, requiring Form 1099 (see Regulations section 1.671-4(b)(2)(i)(B))**	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name on line 1, and enter your business or DBA name, if any, on line 2. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

* **Note:** The grantor must also provide a Form W-9 to the trustee of the trust.

** For more information on optional filing methods for grantor trusts, see the Instructions for Form 1041.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information, such as your name, SSN, or other identifying information, without your permission to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
 - Ensure your employer is protecting your SSN, and
 - Be careful when choosing a tax return preparer.
- If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity, or a questionable credit report, contact the IRS Identity Theft Hotline at 800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of Identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 877-777-4778 or TTY/TDD 800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Go to www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and territories for use in administering their laws. The information may also be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payors must generally withhold a percentage of taxable interest, dividends, and certain other payments to a payee who does not give a TIN to the payor. Certain penalties may also apply for providing false or fraudulent information.

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Cameron County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County’s procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a “Certified HUB Contractor/Vendor” the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: Yes No

If yes, by whom?: Texas Building & Procurement Commission Other _____

Indicate Certification No(s): _____ or Are Certificate(s) Attached?: Yes No

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP, or RFQ is to be subcontracted with Certified HUB sources?: _____%
(List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): Texas Building & Procurement Commission Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ()
Subcontract Amount: \$ _____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): Texas Building & Procurement Commission Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ()
Subcontract Amount: \$ _____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): Texas Building & Procurement Commission Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ()
Subcontract Amount: \$ _____ Description of Work to be Performed:

THIS FORM MUST BE RETURNED WITH YOUR RFP

RFP Title _____ Proposer's Name _____ DATE _____

REFERENCES

Please list three (3) references of current customers who can verify the quality of service your company provides. The County prefers customers of similar size and scope of work to this RFP. ***THIS FORM MUST BE RETURNED WITH YOUR RFP.***

REFERENCE ONE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ e-mail address: _____

Contract Period: _____ Scope of Work _____

REFERENCE TWO

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ e-mail address: _____

Contract Period: _____ Scope of Work _____

REFERENCE THREE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ e-mail address: _____

Contract Period: _____ Scope of Work _____

THIS FORM MUST BE RETURNED WITH YOUR RFP

STATE OF TEXAS
COUNTY OF CAMERON

AFFIDAVIT

The undersigned certifies that the RFP prices contained in this RFP have been carefully checked and are submitted as correct and final and if RFP is accepted (up thru RFP award date), agrees to furnish any and/or all items upon which prices are offered, at the price(s) and upon the conditions contained in the Specifications.

BEFORE ME, the undersigned authority, A Notary Public in and for the State of _____, on this day personally appeared _____ who, after having first been duly sworn, upon oath did depose and say;

That the foregoing RFP submitted by _____ hereinafter called "Proposer" is the duly authorized agent of said company and that the person signing said RFP has been duly authorized to execute the same. Proposer affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this RFP in collusion with any other Proposer. The Proposer is not a member of any trust, pool, or combination to control the price of products or services RFP on, or to influence any person to RFP or not to RFP thereon. I further affirm that the Proposer has not given, offered to give, nor intends to give, at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discounts, trip, favor, or service to a public servant in connection with the submitted RFP. The contents of this RFP as to prices, terms or conditions of said RFP have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this RFP.

Name and Address of Proposer :

Telephone number _____ Fax number _____

Signature

Name: _____ Title: _____

SWORN TO AND SUBSCRIBE BEFORE ME THIS _____ day
of _____ 20 _____.

Notary Public in and for County _____ State _____

THIS FORM MUST BE RETURNED WITH YOUR RFP

RESIDENCE CERTIFICATION

Pursuant to Texas Government Code §2252.001 *et seq.*, as amended, Cameron County requests Residence Certification. §2252.001 *et seq.* of the Government Code provides some restrictions on the awarding of governmental contracts; pertinent provisions of §2252.001 are stated below:

“Nonresident Proposer ” refers to a person who is not a resident.

“Resident Proposer ” refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

I certify that _____ is a Resident

(Company Name)

Proposer of Texas as defined in Government Code §2252.001.

I certify that _____ is a Nonresident

(Company Name)

Proposer as defined in Government Code §2252.001 and our principal place of business is

(City and State)

Print Name: _____ Signature: _____

THIS FORM MUST BE RETURNED WITH YOUR RFP

STATEMENT OF NON-COLLUSION

CAMERON COUNTY EXPRESSLY REQUESTS THAT PROPOSERS NOT DISCUSS THIS ENGAGEMENT OR THIS PROPOSER'S PLANS, EXPERIENCE OR CREDENTIALS WITH OTHER PROPOSERS OR ANY MEMBER OF COMMISSIONERS' COURT, ANY COUNTY OFFICIAL, OR ANY EVALUATION COMMITTEE MEMBER APPOINTED BY COMMISSIONERS COURT. EXCLUDED ARE PRE-PROPOSAL CONFERENCES, EVALUATION COMMITTEE SCHEDULED VENDOR PRESENTATIONS OR VENDOR INTERVIEWS, OR EVALUATION COMMITTEE SCHEDULED EQUIPMENT OR SERVICES DEMONSTRATIONS. YOU MAY CONTACT THE PURCHASING AGENT AT ANY TIME.

FROM RFP OPENING DATE THROUGH COMMISSIONERS COURT MEETING FOR SELECTION, VENDORS WILL NOT APPROACH THE COUNTY JUDGE OR COMMISSIONERS TO DISCUSS MATTERS PERTAINING TO THIS RFP.

- 01. Has any individual with the firm submitting this Proposal Response made any contact with any member of Commissioners Court, any County Official, or an Evaluation Committee member concerning this Invitation to RFP, other than questions to the Purchasing Agent?

- 02. Has any individual with the firm submitting this Proposal Response made any contact with any other Proposer concerning this Invitation to RFP?

Signature of person doing business with the governmental entity

Date

THIS FORM MUST BE RETURNED WITH YOUR RFP

ORDER NO. 2007O2005

THE STATE OF TEXAS §
COUNTY OF CAMERON §

ORDER ADOPTING CONTRACTING RULES FOR PERSONS INDEBTED TO COUNTY

WHEREAS, pursuant to V.T.C.A., Local Government Code, Section 262.0276, a commissioners court is authorized to adopt rules permitting a county to refuse to enter into a contract or other transaction with a person indebted to the county;

WHEREAS, the Commissioners Court of Cameron County finds it is in the best interest of Cameron County to adopt such rules;

NOW THEREFORE, BE IT ORDERED by the Commissioners Court of Cameron County, that the following rules be adopted regarding Cameron County and persons interested in doing business with Cameron County:

1. Cameron County may refuse to enter into a contract or other transaction with a person with a past due debt to Cameron County, including delinquent ad valorem taxes, even if the person is the lowest Proposer or successful proposer; and

2. For purposes of this Order, a debt is past due if it is not received in the County Treasurer's Office by the due date in a written agreement or notice, and ad valorem taxes are past due if not received in the County Tax Assessor/Collector's Office by February 1st following the January 1st on which the ad valorem taxes are due.

3. For purposes of this Order, a person includes an individual, sole proprietorship, corporation, nonprofit corporation, partnership, joint venture, limited liability company, and any other entity that proposes or otherwise seeks to enter into a contract or other transaction with Cameron County requiring approval by the Commissioners Court.

ADOPTED this 13 day of March, 2007.

Taxpayer Identification Number (T.I.N.): _____

Cameron County Acct #'s : Real Estate _____ Personal Property _____

01. Is the person or the firm submitting this RFP current with all local and State taxes?

Signature of person doing business with the governmental entity Date

THIS FORM MUST BE RETURNED WITH YOUR RFP

Certification Regarding Debarment, Suspension Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, in the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;
- b. Have not within a three-year period preceding this proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, theory, 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 government entity with commission of any of the offenses enumerated herein; and
- d. Have not within a three-year period preceding this proposal and/or application had one or more public transactions terminated of cause or default.

Company name: _____

Signature: _____

Print Name: _____

Title: _____

Telephone Number: _____

Date: _____

If the Proposer is unable to certify to all of the statements in this Certification, such Proposer should attach an explanation to this Proposal.

THIS FORM MUST BE RETURNED WITH YOUR RFP

Company Name: _____

Please answer each individual question. If it does not pertain to your company, please write "N/A" and sign at the bottom of page.

CONFLICT OF INTEREST QUESTIONNAIRE		FORM CIQ
For vendor doing business with local governmental entity		
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	OFFICE USE ONLY	
Dale Received		
1 Name of vendor who has a business relationship with local governmental entity.		
<p>2. <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you become aware that the originally filed questionnaire was incomplete or inaccurate.)</p>		
3. Name of local government officer about whom the information is being disclosed.		
Name of Officer		
<p>4. Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ, as necessary.</p> <p>A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p style="text-align: center;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p> <hr/> <p>B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?</p> <p style="text-align: center;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p>		
5. Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.		
<p>6. <input type="checkbox"/> Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).</p>		
7.		
Signature of vendor doing business with the governmental entity		Date

THIS FORM MUST BE RETURNED WITH YOUR RFP

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

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

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

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

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

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

(2) the vendor:

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

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

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

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

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

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

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

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

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

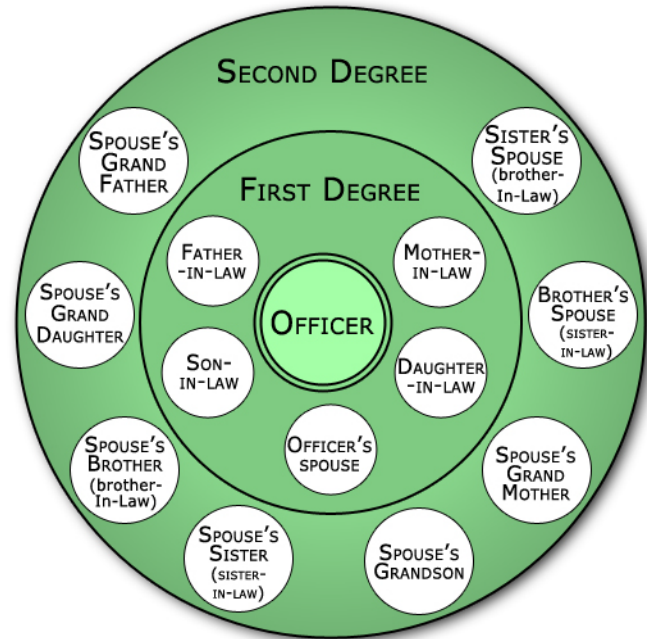
THIS FORM MUST BE RETURNED WITH YOUR RFP

NEPOTISM CHART

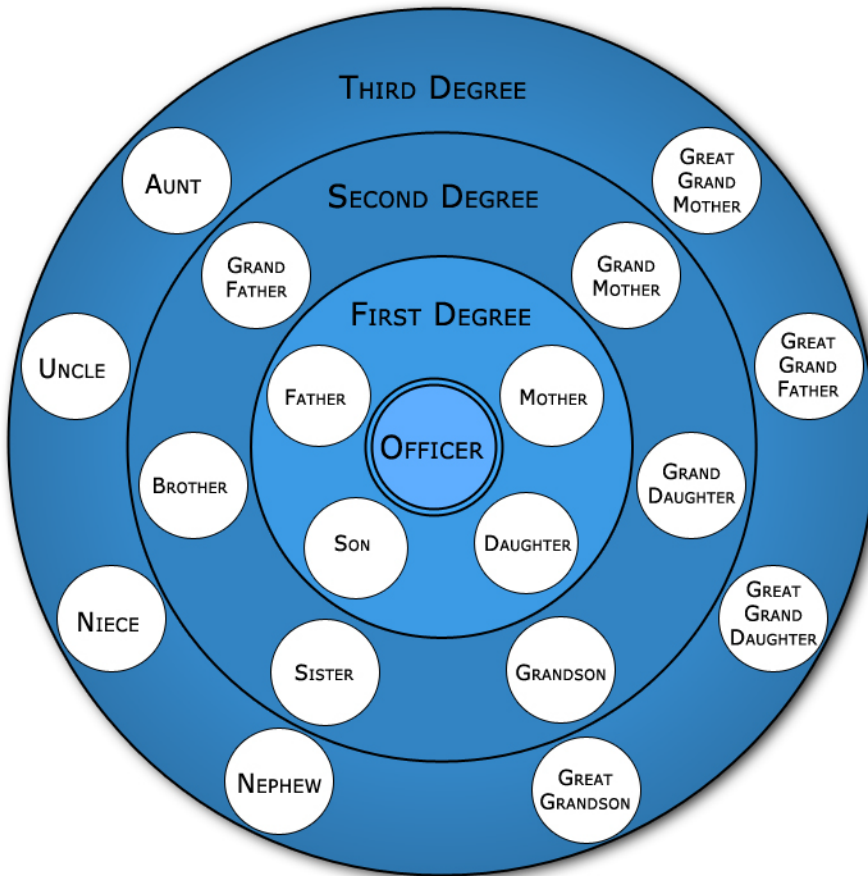
The chart below shows

- **Affinity Kinship** (relationship by marriage)
- **Consanguinity Kinship** (relationship by blood) for purposes of interpreting nepotism as defined in VTCA Government Code, Chapter 573, §§573.021 - .025

AFFINITY KINSHIP Relationship by Marriage



CONSANGUINITY KINSHIP Relationship by Blood



DISCLOSURE OF INTERESTS

MUST BE FILLED OUT AND SUBMITTED WITH THE BID/RFP/RFQ
IF DISCLOSING: BIDDER / PROPOSER MUST ALSO FILE WITH THE COUNTY CLERK'S OFFICE
THE PURCHASING DEPT. WILL NOT BE FILING ON THE BIDDER'S BEHALF

Cameron County, Texas requires all persons or firms seeking to do business with the County to provide the following information. Every question must be answered. If the question is not applicable, answer with "N/A." By law this questionnaire must be filed with the records administrator (County Clerk's Office) of the local government.

Date _____

FIRM NAME: _____

ADDRESS: _____

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

DISCLOSURE QUESTIONS

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

1. State the names of each "employee, elected official, or member of Commissioners Court" of Cameron County having Substantial Interest in Business Entity Local Govt. Code §171.002 (use box below)

a) For purpose of this chapter, a person has a substantial interest in a business entity if :

- (1) the person owns 10 percent or more of the voting stock or shares of the business entity or owns either 10 percent or more or \$15,000 or more of the fair market value of the business entity; or
- (2) funds received by the person from the business entity exceeds 10 percent of the person's gross income for the previous year.

b) A person has a substantial interest in real property if the interest is an equitable or legal ownership with a fair market value of \$2,500 or more.

c) A local public official is considered to have a substantial interest under this section if a person related to the official in the first degree by consanguinity or affinity, as determined under Chapter 573, Government Code, has a substantial interest under this section.

if non-applicable

Please write "N/A" in the boxes

Name	Title	Department

CERTIFICATE

I certify that all information provided is true and correct as of the date of this statement, that I have not knowingly withheld disclosure of any information requested; and that supplemental statements will be promptly submitted to the Cameron County as changes occur.

Certifying Person: _____ Title: _____ (Type or Print)

Signature of Certifying Person: _____ Date: _____

THIS FORM MUST BE RETURNED WITH YOUR RFP



HOUSE BILL 89 VERIFICATION (REVISED)

I, _____,
[Person Name]

the undersigned representative of _____
[Company or Business Name]

(hereafter referred to as Company) being an adult over the age of eighteen (18) years of age, does hereby depose and verify that the Company named above, under the provisions of Subtitle F, Title 10, Texas Government Code Chapter 2270:

- 1. Does not currently boycott the country of Israel; and
2. Will not boycott the country of Israel during the term of the contract with Cameron County, Texas.

Signature: _____ Date: _____

Pursuant to Section 2270.001, Texas Government Code:

- 1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and
2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.
3. Pursuant to Section 2270.002 of the Texas Government Code, Respondent certifies that either (i) it meets an exemption criteria under Section 2270.002; or (ii) it does not boycott Israel and will not boycott Israel during the term of the contract resulting from this solicitation. Respondent shall state any facts that make it exempt from the boycott certification in its Response. (HB 793 - exemptions).

EXEMPTIONS APPLY TO THE FOLLOWING:

- [] between a governmental entity and a company with less than 10 full-time employees
[] has a value of less than \$100,000 paid wholly or partly from public funds of the governmental entity

THIS FORM MUST BE RETURNED WITH YOUR RFP

Please attach the 1295 Form

**See link below to login to
Texas Ethics Commission website**

[1295 Filing Info](#)

THIS FORM MUST BE RETURNED WITH YOUR RFP

TEXAS OPEN RECORDS ACT AND CONFIDENTIALITY

All materials submitted to Cameron County, Purchasing Department pursuant to this Invitation for Bid/Request for Proposals/Statement of Qualifications become subject to the mandates of the Texas Open Records Act, Government Code, Chapter 552, Subchapter A, §§552.009; Subchapter D, §§552.205; and Subchapter F, §§552.261 through 552.274. The purpose of this Act is to ensure and facilitate the public's right of access to and review of government records so they may efficiently and intelligently exercise their inherent political power. Almost all "records," as that term is defined in the Act, may be disclosed to the public upon request. Except where specific state or federal statutes create a confidential privilege, persons who submit information to public bodies have no right to keep this information from public access or reasonable expectation that this information will be kept from public access.

If you believe that any of the information you have submitted to the County pursuant to this Request for Proposals is **confidential** under a specific state or federal statute and therefore not subject to the public access, *you must comply with the following:*

- A. Place said documents/records in a separate envelope marked "**Confidential**" **DO NOT** label your entire response to the Bid/Request for Proposals/Statement of Qualifications as "Confidential" – label only those portions of the response that you feel are made confidential by state or federal law as "Confidential." If only a portion of a document is confidential, please identify specifically the portions of the document you are claiming are confidential. Under the State of Texas Open Records Act, the County is obligated to produce documents for public inspection even if the documents contain a portion which is confidential but can redact the confidential parts.
- B. For each such document for which you are claiming a confidential privilege, identify the federal and/or state law that creates said privilege, e.g., for trade secrets.

Should an Open Records request be presented to the County requesting information you have identified as "Confidential," you will be responsible for defending your position in the Court where the proceeding is filed, if needed.

If you fail to identify any records submitted as part of your Bid/Request for Proposals/Statement of Qualifications as "Confidential" by placing them in the "Confidential" envelope AND you fail to identify the specific state or federal law creating said privilege, you are irrefutably agreeing that said records are not confidential and are subject to public access.

GENERAL TERMS & CONDITIONS (Requests for proposals (RFP))

ADDENDA: If RFP specifications, terms or conditions are revised, the Cameron County Purchasing Department will issue an addendum addressing the nature of the changes and notify interested potential Proposers. Proposers must acknowledge receipt and consideration of any such changes by signing the addendum and including it in the RFP package containing the Proposer's submittal.

ADVERTISING: Unless otherwise required by law, Proposers to County RFPs shall not publish and shall keep confidential their intentions and actions respecting any response to the RFP.

AWARD: Cameron County may hold RFP responses for a period of up thru RFP award date. Cameron County reserves the right to reject any or all responses to RFPs. Cameron County reserves the right to award a contract, if any, based on the Proposer's response when compared to the EVALUATION CRITERIA (AS STATED IN THE RFP) and, in accordance with the laws of the State of Texas, reserves the right to waive any formality or irregularity, to make awards to more than one proposer. Commissioners Court reserves the right to determine the method and procedures for the final award of all RFPs at any time they may choose, regardless of the Point System used by the Evaluation Committee.

BONDS: If the contract that may be entered into with the County will likely require a performance guarantee or bond, the Purchasing Department will attach a separate page to the RFP explaining those requirements.

CANCELLATION AND TERMINATION: In any contract resulting from the RFP, the County shall have the right to cancel all or any part of the undelivered portion of the contract if (1) Proposer breaches any of the terms hereof, including, but not limited to, applicable warranties, and/or (2) Proposer becomes insolvent or files for bankruptcy. Such right of cancellation is in addition to, and not in lieu of, any other remedies which the County may have in law or equity. Cancellation of work hereunder shall be effected by the delivery to the Proposer of a "Notice of Cancellation of Undelivered Work" specifying the extent to which performance of work, including all goods and services, under the contract is cancelled and the date upon which such cancellation becomes effective.

The performance of work under any resulting contract may be terminated in whole, or in part, by the County in accordance with this provision. The County shall have the right to terminate all or any part of the contract if (1) the Proposer breaches any of the terms hereof, including, but not limited to, applicable warranties, and/or (2) Proposer becomes insolvent or files for bankruptcy. Such right of termination is in addition to, and not in lieu of, any other remedies which the County may have in law or equity. Termination of work hereunder shall be effected by the delivery to the Proposer of a "Notice of Termination" specifying the extent to which performance of work, including all goods and services, under the contract is terminated and the date upon which such termination becomes effective.

CHANGE ORDERS: No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing by mutual consent of the Proposer and the County.

CONTRACT RENEWALS: Contract Renewals must receive Commissioners Court approval. For contract renewal status and information, please contact Elisa Cisneros at 956-982-5405 e-mail: Elisa.Cisneros2@co.cameron.tx.us Cameron County Purchasing Dept. or Dylbia Jeffries 956-550-1340 djefferies@co.cameron.tx.us at the Cameron County Civil Legal Division. Any price escalations are limited to those stated by the original contract terms. All contracts with a one (1) year renewal option require that the Proposer must notify Cameron County of any anticipated price increases in writing at least three months (90 calendar days) prior to the annual renewal award date unless otherwise specified within the specific provisions of the contract up for renewal. This allows the County sufficient time to find an alternative vendor if possible. If Proposer fails to notify the County within time noted it shall be assumed that there will be no price increase for the following year's award period if renewed. This procedure does not apply to any contract which allows for Open Market Price increases or Cost allowance increases.

DISCRIMINATION: In order to encourage fair employment practices, the Proposer agrees as follows: 1.) Proposer will not discriminate against any employee or applicant for employment because of race, sex, color, age, religion, handicap, or national origin; 2) in all solicitations or advertisements for employees, the Proposer will state that all qualified applicants will receive consideration without regard to race, color, sex, age, religion, handicap or national origin; 3) the Proposer will furnish such relevant information and reports as requested by the County for the purpose of determining compliance with these regulations; and 4) failure of the Proposer to comply with these laws will be deemed a breach of contract and it may be cancelled, terminated or suspended in whole or in part as a result thereof.

DISQUALIFICATION OF PROPOSER: Upon submitting a response to this RFP, Proposer certifies that the Proposer has not violated the antitrust laws of this state codified in Texas Business and Commerce Code 15.01, *et seq.*, as amended, or the federal antitrust laws, and has not communicated directly or indirectly its RFP considerations, plan or response to any competitor or any other person engaged in such line of business. Any and all responses may be rejected if the County believes that collusion exists among the Proposers. If multiples are submitted by a Proposer and after all responses to the RFPs are opened one or more of the responses are withdrawn, the result will be that all of the responses submitted by that Proposer will be withdrawn; however, nothing herein prohibits a Proposer from submitting multiples for different products or services.

EVALUATION: All responses will be evaluated in accordance with law and reviewed to assure they are in the best interest of Cameron County. Evaluations shall be based on criteria bearing on price and performance of the items or services in the user environment. Any specific criteria section or sections identified elsewhere in this RFP may be evaluated by one or more evaluators once the basis and details of this process have been approved by the Purchasing Officer and acknowledged by the Evaluation Committee. Detailed information pertaining to this selective evaluation process is available to Proposers and the Commissioners Court upon request. Evaluation sheets and any summary of all responses are subject to review by the Cameron County Purchasing Department and Evaluation Committee's recommendation to Cameron County Commissioners Court. Compliance with all RFP requirements, delivery terms and needs of the using department are considerations in evaluating responses. Pricing is NOT the only criterion for making a recommendation (see criteria and relative importance of price and other evaluation factors, if any, specified elsewhere in this RFP). The Cameron County Purchasing Department reserves the right to contact any Proposer, at any time, to clarify, verify or request information with regard to that Proposer's response. The Cameron County Purchasing Department further reserves the right to hold negotiation discussions with any responsible Proposer determined to be reasonably susceptible of being selected for award in accordance with law.

PROTEST PROCEDURES: Procedure - This protest procedure is available to Proposers responding to this RFP and requesting a debriefing conference.

Debriefing Conference – A debriefing conference must be requested in writing to the Purchasing Department within five (5) business days from the date of the RFP award by the Cameron County Commissioners' Court. Debriefing questions must be submitted in writing to the Purchasing Department no later than two (2) business days before the scheduled date for the Debriefing Conference. These questions will be answered at the debriefing conference. Follow-up questions must be submitted (in writing) no later than one (1) business day after the date of the Debriefing Conference and answered no later than two (2) business days after the date of the Debriefing Conference. Follow-up answers will be sent via e-mail or fax (if e-mail not available). For RFPs, Proposers are given the opportunity to ask questions of the Evaluation Committee relative to their responses and the Committee's scores.

Protests are made: 1. To the Purchasing Department after the debriefing conference. Proposer protests shall be received, in writing, by the Purchasing Department within five (5) business days after the debriefing conference. 2. To the Protest Committee, only after the protest to the Purchasing Department was not satisfactorily resolved. Protests to the Protest Committee shall be made within five (5) business days after the Proposer has received notification from the County Purchasing Department of its decision.

Grounds for protest

1. Errors were made in computing the score.

2. The County failed to follow procedures established in the RFP, the Purchasing policy on acquisitions or applicable state or federal laws or regulations.
3. Bias, discrimination or conflict of interest on the part of an evaluator. Protests not based on these criteria shall not be considered.

Format and Content - Protesting Proposers shall include, in their written protest to the Cameron County Purchasing Department, all facts and arguments upon which they rely. Proposers shall, at a minimum, provide:

1. Information about the protesting Proposer; name of firm, mailing address, phone number and name of individual responsible for submission of the protest.
2. Information about the acquisition and the acquisition method.
3. Specific and complete statement of the County's action(s) being protested.
4. Specific reference to the grounds for the protest.
5. Description of the relief or corrective action requested.
6. For protests to the Protest Committee, a copy of the Purchasing Department's written decision on the protest.

Review Process:

1. Upon receipt of a Proposer's protest, the Purchasing Department shall postpone further steps in the acquisition process until the Proposer protest has been resolved.
2. The Department's internal protest review procedures consist of the following:
 - a) The Purchasing Department shall perform an objective review of the protest by individuals not involved in the acquisition protested. The review shall be based on the written protest material submitted by the Proposer.
 - b) A written decision will be delivered to the Proposer within five business days after receipt of the protest, unless more time is needed. The protesting Proposer shall be notified if additional time is necessary.

Final Determination:

The final determination shall:

1. Find the protest lacking in merit and uphold the agency's action; or
2. Find only technical or harmless errors in the agency's acquisition process, determine the agency to be in substantial compliance, and reject the protest; or
3. Find merit in the protest and provide the agency options which may include recommendations to a) correct its errors and reevaluate all proposals, and/or b) reissue the Proposer solicitation document; or c) make other findings and determine other courses of action as appropriate.

Protest Committee Review Process:

Protests to the Protest Committee may be made only for Protest Committee approved acquisitions, and only after review by County Purchasing Department. Protests of the decisions of County Purchasing Department shall be made by letter to the Protest Committee, who may establish procedures to resolve the protest. Protests shall be received by the Protest Committee within five business days after the decision of Purchasing Department in order to be considered. The Committee's decision is final, with no further administrative appeal available.

FISCAL FUNDING: A multi-year lease or lease/purchase arrangement (if requested by the Special Requirements/Instructions), or any contract continuing as a result of an extension option, must include "fiscal funding out" clause. If, for any reason, funds are not appropriated to continue the lease or contract, said lease or contract shall become null and void on the last day of the current appropriation of funds. After expiration of the lease, leased equipment

shall be removed by the Proposer from the using department without penalty of any kind or form to Cameron County. All charges and physical activity related to delivery, installation, removal and redelivery shall be the responsibility of the Proposer.

GRATUITIES AND PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS: Any elected or appointed official who has any substantial interest, either direct or indirect, in any business entity seeking to contract with the County, shall, before any vote or decision on any matter involving the business entity, file an affidavit stating the nature and extent of interest and shall abstain from any participation in the matter. This is not required if the vote or decision will not have any special effect on the entity other than its effect on the public. However, if a majority of the governing body is also required to file, and do file similar affidavits, then the member is not required to abstain from further participation. Attached and included in this RFP is a disclosure of all of this Company's business or pecuniary financial relationships with officers or employees of Cameron County or County entities (if any such relationships exists) which must be filled out, attached and included with the RFP response. The County may, by written notice to the Proposer, cancel this contract without liability to Proposer if it is determined by County that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the Proposer, or any agent, or representative of the Proposer, to any officer or employee of Cameron County with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending or the making or any determinations with respect to the performance of such a contract. In the event this contract is cancelled by County pursuant to this provision, County shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the costs incurred by Proposer in providing such gratuities. Proposer guarantees that he has not retained a person to solicit or secure any contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies maintained by the Proposer for the purpose of securing business.

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) CERTIFICATION: If Proposer is a Certified Historically Underutilized Business (HUB), please include a copy of your HUB Certificate with your response. This information will assist Cameron County in the percentage tracking of HUB utilization.

INSURANCE: The Proposer shall secure and maintain, throughout the duration of the Contract, insurance of such types and in such amounts as may be necessary to protect the Proposer and the interests of the County against all hazards or risks of loss as hereinafter specified. The form and limits of such insurance, together with the insurer, shall be acceptable to the County. It shall be the responsibility of the Proposer to maintain adequate insurance coverage at all times. Failure of the Proposer to maintain adequate coverage shall not relieve the Proposer of any contractual responsibility or obligation.

MAINTENANCE: Maintenance required for equipment requested in RFPs should be available in Cameron County by a manufacturer authorized maintenance facility. Costs for this service shall be shown on the Pricing/Delivery Information form. If Cameron County opts to include maintenance, it shall be so stated in the purchase order and said cost will be included. Service will commence only upon expiration of applicable warranties and should be priced accordingly.

MATERIAL SAFETY DATA SHEETS: Under the "Hazardous Communication Act", commonly known as the "Texas Right To Know Act", a Proposer must provide to the County with each delivery, material safety data sheets which are applicable to hazardous substances defined in the Act. Failure of the Proposer to furnish this documentation will be cause to reject any RFP applying thereto.

NAME BRANDS: Specifications may reference name brands and model numbers. It is not the intent of Cameron County to restrict responses to RFPs in such cases, but to establish a desired quality level of merchandise or to meet a pre-established standard common to similar existing items. Proposers may offer items of equal stature and standard, but the burden of proof of such stature and standard rests with Proposers. Cameron County shall act as sole judge in determining equality and acceptability of products offered.

PRICING: Prices for all goods and/or services shall be firm for the duration of the contract and shall be stated on the Pricing/Delivery Information form. Prices shall be all inclusive: No price changes, additions, or subsequent qualifications will be honored during the term of the contract. All prices must be written in ink or typewritten. Pricing on all transportation, freight, drayage and other charges are to be prepaid by the Proposer and included in the price. If

there are any additional charges of any kind, other than those mentioned above, specified or unspecified, Proposer MUST indicate the items required and attendant costs or forfeit the right to payment for such items. Where unit pricing and extended pricing differ, unit pricing prevails.

RECYCLED MATERIALS: Cameron County encourages the use of products made of recycled materials and shall give preference in purchasing to products made of recycled materials if the products meet applicable specifications as to quantity and quality. County will be the sole judge in determining product preference application.

SCANNED RE-TYPED RESPONSE: If in its RFP response, Proposer either electronically scans, re-types, or in some way reproduces the County's published RFP package, then in event of any conflict between the terms and provisions of the County's published RFP specifications, or any portion thereof, and the terms and provisions of the RFP response made by Proposer, the County's RFP specifications as published shall control. Furthermore, if an alteration of any kind to the County's published RFP specifications is only discovered after the contract is executed and is or is not being performed, the contract is subject to immediate cancellation.

SILENCE OF SPECIFICATIONS: The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of specifications shall be made on the basis of this statement. The items furnished under this contract shall be new, unused of the latest product in production to commercial trade and shall be of the highest quality as to materials used and workmanship. The manufacturer furnishing these items shall be experienced in design and construction of such items and shall be an established supplier of the item needed in the RFP. Substitute items will not be accepted unless approved (in advance).

SUPPLEMENTAL MATERIALS: Proposers are responsible for including all pertinent product data in the returned RFP package. Literature, brochures, data sheets, specification information, completed forms requested as part of the RFP package and any other facts which may affect the evaluation and subsequent contract award should be included. Materials such as legal documents and contractual agreements, which the Proposer wishes to include as a condition of the RFP response must also be in the returned RFP response package. Failure to include all necessary and proper supplemental materials may be cause to reject the Proposer's entire RFP.

TITLE TRANSFER: Title and Risk of Loss of goods shall not pass to Cameron County until Cameron County actually receives and takes possession of the goods at the point or points of delivery. Receiving times may vary with the using department. Generally, deliveries may be made between 8:30 a.m. and 4:00 p.m., Monday through Friday. Proposers are advised to consult the using department for instructions. The place of delivery shall be shown under the "Special Requirements/Instructions" section of this RFP package and/or on the Purchase Order as a "Deliver To:" with the address.

USAGE REPORTS: Cameron County reserves the right to request, and receive at no additional cost up to two (2) times during the contract period, a usage report detailing the products and/or services furnished to date under a contract resulting from this RFP. The reports must be furnished no later than five (5) working days after written request and itemize all purchases to date by

Cameron County department with a description, of each item purchased, including the manufacturer, quantity of each item purchased, the per unit and extended price of each item purchased, and the total amount and price of all items purchased.

WARRANTY PRICE: (a) The price to be paid by the County shall be that contained in Proposer's response to the RFP which Proposer warrants to be no higher than Proposer's current prices on orders by others for products of the kind and specification covered by this agreement for similar quantities under similar or like conditions and methods of purchase. In the event Proposer breaches this warranty, the prices of the items shall be reduced to the Proposer's current prices on orders by others, or in the alternative, County may cancel this contract without liability to Proposer for breach or Proposer's actual expense.

(b) The Proposer warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Proposer for the purpose of securing business. For breach or violation of this warranty, the County shall have the right in addition to any other right or rights to cancel this contract without liability and to deduct from the contract price, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

Proposers shall furnish all data pertinent to warranties or guarantees which may apply to items in the RFP.

Proposers may not limit or exclude any implied warranties.

Proposer warrants that products sold and services provided to the County shall conform to the highest commercial and/or professional standards in the industry and laws established by the U.S. Department of Labor, U.S. Department of Homeland Security, Occupational Safety and Health Administration and O.S.H.A. Act of 1970. In the event any product does not conform to OSHA Standards, where applicable, Cameron County may return the product for correction or replacement at the Proposer's expense. If Proposer fails to make the appropriate correction within a reasonable time, Cameron County may correct at the Proposer's expense.

-WARRANTY ITEMS/PRODUCTS: Proposer warrants that products sold and services provided to the County shall conform to the highest commercial and/or professional standards in the industry and laws established by the U.S. Department of Labor, U.S. Department of Homeland Security, Occupational Safety and Health Administration and O.S.H.A. Act of 1970. In the event product does not conform to OSHA Standards, where applicable, Cameron County may return the product for correction or replacement at the Proposer's expense. If Proposer fails to make the appropriate correction within a reasonable time, Cameron County may correct at the Proposer's expense.

Proposer shall not limit or exclude any implied warranties and any attempt to do so shall render this contract voidable at the option of the County.

Proposer warrants that the goods furnished will conform to the specifications, drawings and descriptions listed in the RFP invitation and to the sample(s) furnished by Proposer, if any. In the event of a conflict between the specifications, drawings and descriptions, the specifications shall govern. All items must be new, in first class condition, unless otherwise specified. The design, strength, and quality of materials must conform to the highest standards of manufacturing practice.

Items supplied under this contract shall be subject to the County's approval. Successful Proposer shall warrant that all items/services shall conform to the proposed specifications and/or all warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title. Any items found defective or not meeting specifications shall be picked up and promptly replaced by the successful Proposer at no expense to the County.

SAFETY WARRANTY: As noted above, Proposer warrants that the products sold to County shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event the product does not conform to OSHA standards, County may return the product for correction or replacement at the Proposer's expense. In the event Proposer fails to make the appropriate correction within a reasonable time, correction made by County will be at Proposer's expense. Have you attached the required warranty information to the RFP (if applicable)? "Yes" or "No"

APPLICABLE LAW

To the extent it is applicable, this agreement shall be governed by the Uniform Commercial Code. Wherever the term "Uniform Commercial Code" is used, it shall be construed as meaning "the Uniform Commercial Code" as adopted in the State of Texas as effective and in force on the date of this agreement. Otherwise, Texas state and federal law shall apply.

ASSIGNMENT DELEGATION: No right, obligation or interest in this contract shall be assigned or delegated to another by Proposer without the written permission of the County. Any attempted assignment or delegation by Proposer shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

CONTRACT OBLIGATION: Cameron County Commissioners Court must award any resulting contract and the County Judge or other person authorized by the Cameron County Commissioners Court must sign the contract before it becomes binding on Cameron County or the Proposer. Department Heads are NOT authorized to sign agreements for Cameron County. Binding agreements shall remain in effect until all products and/or services covered by this RFP have been delivered and accepted and all contract requirements have been satisfied.

ERRORS AND OMISSIONS: Errors and Omissions in the RFP or any provision herein described will not be construed as to relieve the Proposer of any responsibility or obligation requisite to the complete and satisfactory implementation, operation, and support of all obligations under any resulting contract.

FORCE MAJEURE: If, by reason of Force Majeure, either party hereto shall be rendered unable wholly, or in part, to carry out its obligations under this RFP and any resulting contract, then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term "Force Majeure" as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightening, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely with the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.

HOLD HARMLESS AGREEMENT: The successful Proposer shall indemnify and hold Cameron County harmless from all claims for personal injury, death and/or property damage resulting directly or indirectly from Proposer's performance. Proposer shall procure and maintain, with respect to the subject matter of this RFP, appropriate insurance coverage including, as a minimum, public liability and property damage with adequate limits to cover Proposer's liability as may arise directly or indirectly from work performed and goods or services sold under the terms of this RFP. Certification of such coverage must be provided to the County upon request.

INFRINGEMENTS: There will be no warranty by County against infringements. As part of this contract for sales, Proposer agrees to ascertain whether goods manufactured in accordance with the specifications attached to this agreement will give rise to the rightful claim of any third person by way of infringement or the like. County makes no warranty that the production of goods according to the specification will not give rise to such a claim, and in no event shall County be liable to Proposer for indemnification in the event that Proposer gets sued on the grounds of infringement or the like. If Proposer is of the opinion that an infringement or the like will result, Proposer shall notify County to that effect in writing within two (2) weeks after the signing of this agreement. If County does not receive notice and is subsequently held liable for the infringement or the like, Proposer will hold County harmless. If Proposer in good faith ascertains that production of the goods in accordance with the specifications will result in infringement or the like, this contract shall be null and void, except that County will pay Proposer the reasonable cost of Proposer's search as to infringement. The Proposer agrees to protect the County from claims involving infringement of patents or copyrights.

INDEMNIFICATION

BIDDER covenants and agrees to FULLY INDEMNIFY, DEFEND and HOLD HARMLESS, the County and the elected officials, employees, officers, directors, volunteers and representatives of the County, individually and collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon the County directly or indirectly arising out of, resulting from or related to BIDDER'S activities under this contract, including any acts or omissions of BIDDER, any agent, officer, director, representative, employee, consultant or subcontractor of BIDDER, and their respective officers, agents employees, directors and representatives while in the exercise of the rights or performance of the duties under this contract. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of County, its officers or employees, in instances where such negligence causes personal injury, death, or property damage. IN THE EVENT BIDDER AND COUNTY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS FOR THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE COUNTY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.

The provisions of this INDEMNITY are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. BIDDER shall advise the County in writing within 24 hours of any claim or demand against the County or BIDDER known to BIDDER related to or arising out of BIDDER's activities under this contract and shall see to the investigation and defense of such claim or demand at BIDDER's cost. The County shall have the right, at its option and at its own expense, to participate in such defense without relieving BIDDER of any of its obligations under this paragraph.

INTERPRETATION PAROLE EVIDENCE: Unless a separate contract or addendum hereof is prepared and entered into following the award of this RFP to a successful Proposer, this writing is intended by the parties as a final expression of the terms of this RFP and the general terms of any resulting contract. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term. Acceptance or acquiescence in a course of performance rendered under this RFP and any resulting contract shall not be relevant to determine meaning even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in this agreement, the definition contained in the Code is to Control, if applicable.

LATE RESPONSES: RFP responses must be received by the County before the hour and date specified. Responses received after the time and date specified will be disqualified and may be returned to sender. The County is not responsible for lateness or non-delivery of mail, delivered to wrong office, carrier, etc.

MODIFICATIONS: This contract can be modified or rescinded only by a writing signed by both of the parties or their duly authorized agents.

O.S.H.A: Proposer must meet all Federal and State OSHA requirements.

REMEDIES: The successful Proposer and County agree that both parties have all rights, duties, defenses and remedies available under law.

RIGHT TO ASSURANCE: During the RFP process and any resulting contract, whenever a Proposer or County in good faith has reason to question the other's intent to perform, demand may be made that the other party give written assurance of intent. In the event that a demand is made, and no assurance is given within five (5) days, such failure may be treated as an anticipatory repudiation of the RFP and any resulting contract.

SEVERABILITY: If any section, subsection, paragraph, sentence, clause, phrase or word of these requirements or the specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these requirements and the specifications as though the invalid portion had been omitted.

VENUE: Both parties agree that venue for any litigation arising from this contract shall lie in Cameron County, Texas.

PROPOSER SHALL CONFIRM ACCEPTANCE OF RFP TERMS: The Proposer shall specifically state acceptance of these terms and conditions as a basis for providing the County with a response to this RFP.

THESE TERMS INCORPORATED: These General Terms and Conditions shall be incorporated in the response to the RFP and any resulting contract to this RFP. The Proposer shall specifically state acceptance of these terms and conditions as a basis for providing the County with a response to this RFP.

OTHER TERMS: The Proposer shall state any exceptions desired to these terms and conditions and may suggest alternate wording that addresses the intent of the term or condition. The County may accept or reject any suggestions in accordance with law.

EXHIBIT A
Cameron County Commissary Menu

Candy

\$1.49 (37522) Tongue Torchers
 \$1.78 (37511) Butterfinger
 \$1.29 (37519) Butterscotch Drops 4.25 oz.
 \$1.78 (37517) Hershey w/Almonds Bar
 \$1.78 (37510) M&M Peanut
 \$1.78 (37516) Reese PB Cup
 \$1.78 (37518) Skittles
 \$1.49 (37521) Starlight Mints 3.75 oz.
 \$1.78 (37515) Twix
 \$2.45 (37523) Beny Locochoas Sandia Con Chile y Sal 18 ct
 \$1.78 (37513) Milky Way Candy Bar
 \$1.78 (37512) Snickers bar

Chips

\$3.40 (37564) Cheetos Crunchy Flamin Hot 8.5 oz.
 \$1.15 (37570) Frito Chili Cheese Corn Chips 2 oz.
 \$1.57 (37571) Hot Spicy Pork Rinds 2 oz.
 \$3.70 (37565) Doritos Flamin' Hot Nacho Chips 9.25 oz.
 \$1.20 (37573) Frito Lay Cheetos 2 oz.
 \$1.15 (37562) Jalapeno Potato Chips 1.5 oz.
 \$1.15 (37566) Doritos Nacho Cheese 1.75 oz.
 \$1.20 (37572) Frito Lay Flamin' Hot Cheetos 2 oz. \$1.15 (37569) Nacho Tortilla Chips 1.75 oz.
 \$3.00 (37563) Takis Fuego Hot Chili Pepper & Lime Corn

Beverages

\$0.50 (37488) 10 pack creamer
 \$0.38 (37481) Coffee 1.5 gram (single pack)
 \$0.30 (37491) Cool Off Lemonade (single serve)
 \$0.40 (37493) Cool Off Tea Mix (single serve)
 \$0.48 (37485) Hot Cocoa 8 oz. (single serve)
 \$0.50 (37487) 10 pack sugar
 \$3.99 (37482) Columbian Decaf Coffee
 \$0.30 (37490) Cool Off Sugar Free Fruit Punch (single)
 \$0.44 (37484) French Vanilla Cappuccino
 \$0.35 (37479) Strawberry Punch with Caffeine
 \$3.99 (37483) 100% Columbian Coffee 3 oz.
 \$0.30 (37492) Cool Off Grape (single serve)
 \$0.30 (37489) Cool Off Sugar Free Grape (single serve)
 \$3.64 (37480) Horchata Drink Mix 14.1 oz.
 \$0.36 (37486) Sweet n Low

Cheese

\$0.79 (37559) Cheddar Squeezer 2 oz.
 \$0.79 (37560) Jalapeno Cheddar Squeezer 2 oz.
 \$3.45 (37558) Queso Cotija Mexican Style Grated Cheese

Clothing

\$5.45 (37395) Boxer 2Xlarge
 \$6.50 (37398) Boxer 5Xlarge
 \$3.74 (37392) Boxer Medium
 \$6.67 (37404) Crewneck T-Shirt 2Xlarge
 \$7.47 (37407) Crewneck T-Shirt 5Xlarge
 \$4.80 (37401) Crewneck T-Shirt Medium
 \$3.95 (37389) Hanes Brief White Womens Size 10
 \$3.95 (37388) Hanes Brief White Womens Size 8
 \$3.95 (37384) Sports Bra M/34
 \$9.75 (37421) Thermal Bottom 2Xlarge

\$9.75 (37419) Thermal Bottom Large
 \$9.75 (37420) Thermal Bottom Xlarge
 \$8.96 (37415) Thermal Top 4Xlarge
 \$7.55 (37409) Thermal Top Small
 \$3.25 (37426) V Strap Sandle Black Large
 \$3.25 (37427) V Strap Sandle Black XL
 \$5.45 (37396) Boxer 3Xlarge
 \$7.25 (37399) Boxer 6Xlarge
 \$3.74 (37391) Boxer Small
 \$6.67 (37405) Crewneck T-Shirt 3Xlarge
 \$7.47 (37408) Crewneck T-Shirt 6Xlarge
 \$4.80 (37400) Crewneck T-Shirt Small
 \$3.95 (37390) Hanes Brief White Womens Size 11
 \$1.89 (37416) Socks
 \$3.95 (37383) Sports Bra S/32
 \$9.75 (37422) Thermal Bottom 3Xlarge
 \$9.75 (37418) Thermal Bottom Medium
 \$8.96 (37413) Thermal Top 2Xlarge
 \$7.55 (37411) Thermal Top Large
 \$7.55 (37412) Thermal Top Xlarge
 \$3.25 (37425) V Strap Sandle Black Medium
 \$6.50 (37397) Boxer 4Xlarge
 \$3.74 (37393) Boxer Large
 \$3.74 (37394) Boxer Xlarge
 \$7.47 (37406) Crewneck T-Shirt 4Xlarge
 \$4.80 (37402) Crewneck T-Shirt Large
 \$4.80 (37403) Crewneck T-Shirt Xlarge
 \$3.95 (37387) Hanes Brief White Womens Size 6
 \$3.95 (37385) Sports Bra L/36
 \$3.95 (37386) Sports Bra XL/38
 \$9.75 (37423) Thermal Bottom 4Xlarge
 \$9.75 (37417) Thermal Bottom Small
 \$7.55 (37414) Thermal Top 3Xlarge
 \$7.55 (37410) Thermal Top Medium
 \$3.25 (37428) V Strap Sandle Black 2XL
 \$3.25 (37424) V Strap Sandle Black Small

Condiments

\$0.75 (37556) Creamy Peanut Butter 1 oz.
 \$2.08 (37553) Mayo 12 pk
 \$0.45 (37555) Grape Jelly 1 oz.
 \$0.89 (37557) Ranch Salad Dressing 1.5 oz.
 \$2.08 (37554) Hot Sauce 10 pk

Cookies

\$1.25 (37503) Chocolate Chip Cookies 2 oz. (Bag)
 \$1.29 (37508) Maria Cookies 4.94 oz.
 \$1.34 (37505) Vanilla Creme Cookies 6 oz (Tray)
 \$1.34 (37507) Duplex Creme Cookies 6oz (Tray)
 \$1.34 (37506) Orange/Pineapple Creme Cookies 6 oz.
 \$1.34 (37509) Iced Oatmeal Cookies 6 oz. (Bag)
 \$1.34 (37504) Peanut Butter Cremes 6 oz. (Tray)

Crackers

\$2.50 (37561) Saltine Crackers

Food/Snack Items

\$3.95 (37528) BC Chili w/ Beans 11.25 oz.
 \$3.95 (37529) BC Hot Chili w/ Beans 11.25 oz.
 \$1.60 (37532) Beef & Cheddar Stick 1 oz.

EXHIBIT A Cont.
Cameron County Commissary Menu

- \$6.95 (37548) Chicken (Pollo) Shredded 10.57 oz.
- \$1.70 (37537) Flour Tortillas 10 ct., 15 oz.
- \$1.46 (37539) Hot Peanuts 1.75 oz.
- \$0.90 (37549) La Moderna Pasta Shells/Conchas 7 oz.
- \$3.84 (37546) Pepperoni Sliced 3.5 oz.
- \$0.89 (37535) Sliced Jalapeno Peppers
- \$5.54 (37547) Spicy Ground Beef 6 oz.
- \$2.20 (37540) SV Refried Beans 8 oz.
- \$1.60 (37531) Twin Beef Stick 1 oz.
- \$1.40 (37534) Dill Pickle
- \$3.25 (37552) Goya Adobo with Pepper
- \$1.40 (37533) Hot Pickle
- \$3.10 (37541) Mackerel
- \$1.64 (37550) Red Casera Salsa
- \$1.15 (37527) Snyders Jalapeno Pieces 2.25 oz.
- \$0.75 (37536) SS Variety Oatmeal
- \$2.50 (37526) SV Refried Beans w/Jalapenos 8 oz.
- \$1.50 (37544) Variety Fruit Chews Candy 6 oz.
- \$2.25 (37543) Fish Steaks w/ Green Chilis
- \$3.89 (37524) Hot & Spicy Beef Sausages 5 oz.
- \$1.75 (37545) Jalapeno Cheddar Popcorn 5 oz.
- \$1.92 (37538) Peanuts 1.75 oz.
- \$1.64 (37551) Salsa Verde Green Sauce
- \$1.38 (37530) Spicy Cajun Mix 3.5 oz.
- \$3.00 (37525) Summer Sausage 5 oz.
- \$2.75 (37542) Tuna w/ Jalapenos
- \$3.00 (80634) Tuna in water

Hygiene

- \$2.09 (37443) 2.5 oz. Colgate
- \$3.00 (37455) Acne Treatment
- \$0.25 (37453) Anti-shank Toothbrush
- \$2.42 (37438) Eyedrops
- \$3.79 (37441) Lady Speed Stick
- \$1.40 (37451) Sport Antibacterial Soap 5 oz.
- \$2.70 (37434) Tolnaftate Anti-Fungal Cream 5 oz.
- \$2.99 (37437) 3 n 1 Body Wash 15 oz.
- \$2.49 (37448) Antibacterial Ointment
- \$2.88 (37447) Baby Oil 4 oz.
- \$1.30 (37454) Cocoa Butter Lotion 4 oz.
- \$2.60 (37432) Hair Food
- \$1.30 (37435) Lip Balm
- \$1.25 (37445) Roluids Original- 1 roll
- \$2.99 (37452) Styling Gel w/ Aloe 15 oz.
- \$3.05 (37431) V05 Conditioner 12.5 oz
- \$0.89 (37433) 4 oz. Skin Care Lotion
- \$1.05 (37449) Antibacterial Soap 5 oz.
- \$2.99 (37436) Body Wash 15 oz.
- \$4.95 (37429) Degree Antiperspirant Deodorant Extreme
- \$1.60 (37450) Irish Spring 3.2 oz.
- \$1.75 (37446) Petroleum Jelly
- \$4.84 (37442) Speed Stick A/P Deodorant Ult Sport
- \$2.49 (37440) Suave Women's AP/Deodorant Fresh 1.2 oz.
- \$3.25 (37430) V05 Shampoo 15 oz
- \$2.25 (43936) Honey Lemon Cough drops
- \$2.25 (43937) Honey eucalyptus Cough drops
- \$3.25 (50873) Urban wash dandruff shampoo 12 oz
- \$1.35 (52142) Tums extra strength

Miscellaneous

- \$0.08 (37473) #10 White Envelopes
- \$1.00 (37456) Birthday Card
- \$5.00 (37462) Dominoes
- \$0.35 (37465) Flexi Pen
- \$0.60 (37470) Hair Brush
- \$3.05 (37461) Playing Cards
- \$1.22 (37468) Soap Dish
- \$1.50 (37463) Tumbler with Lid
- \$0.66 (37472) 1st Class Stamp (1 Each)
- \$1.65 (37464) Bowl with Lid
- \$1.00 (37457) Friendship Card
- \$1.25 (37476) Handkerchief
- \$1.00 (37460) Thinking of You Card
- \$1.00 (37475) Writing Pad
- \$0.30 (37471) 5" Comb
- \$1.79 (37466) Colored Pencils
- \$0.42 (37487) Eraser
- \$1.00 (37458) Friendship Card Spanish
- \$0.46 (37474) No Clasp 9.5 x 12.5 Envelope
- \$1.00 (37459) Spanish Birthday Card
- \$1.10 (37469) Toothbrush Holder
- \$10.95 (40590) Yellow earbuds w/mic
- \$19.95 (40589) Sound isolation w/mic black earbuds
- \$19.95 (78987) Gumy gamer earbuds w/mic
- \$1.00 (59120) Valentines Card

Pastries

- \$1.29 (37500) Blueberry Cheese Danish
- \$1.87 (37499) Chocolate Peanut Butter Caramel Protein
- \$1.12 (37495) Kellogg Strawberry Pop-Tart 2 pk
- \$1.29 (37502) Cherry Cheese Danish
- \$1.19 (37496) Iced Cinnamon Roll 4 oz.
- \$1.29 (37498) Chocolate Creme Cupcake 4 oz.
- \$1.05 (37497) Jumbo Honeybun 4.75 oz.
- \$1.29 (37501) Strawberry Cheese Danish
- \$1.29 (37606) Monster iced honey bun

Soups

- \$0.75 (37574) Cajun Chicken
- \$0.75 (37575) Lime Chili Shrimp
- \$0.75 (37578) Chicken
- \$0.75 (37576) Texas Beef
- \$0.75 (37577) Chili
- \$0.75 (41941) Dragon express Spicy beef
- \$0.75 (42509) Dragon express Chili

Phone minutes

- \$1 = (44186)
- \$5 = (44187)
- \$10 = (44188)

Care Pack Information: Website to order= USCSDirect.com
Phone number: 562-361-5730
(Processing time could potentially be up to 3 weeks)

Commissary deposit information: Website= www.correctpay.com
Phone number: 1-855-836-3364

EXHIBIT B
Current Commissary Sales history



Cameron County
Budget to Actual
(with Encumbrances)

Period: 12
Budget Level: OB
Ledger: GL
Report Date: 09/30/2024

Org. Key: 7005123 JAIL COMMISSARY

Revenue Accounts

<u>Object Description</u>	<u>Object</u>	<u>Budget</u>	<u>Actual</u>	<u>Encmbrnce</u>	<u>Balance</u>
7005123 Jail Commissary Sales	4346	0.00	1,612,074.49	0.00	1,612,074.49
7005123 Jail Commissary Securepak Sale	4351	0.00	35,950.47	0.00	35,950.47
7005123 Interest Income	4600	0.00	30,239.42	0.00	30,239.42
Revenue Total:		<u>0.00</u>	<u>1,678,264.38</u>	<u>0.00</u>	<u>1,678,264.38</u>

Expense Accounts

<u>Object Description</u>	<u>Object</u>	<u>Budget</u>	<u>Actual</u>	<u>Encmbrnce</u>	<u>Balance</u>
7005123 Salaries-Employees	6003	0.00	97,478.45	0.00	-97,478.45
7005123 Overtime	6004	0.00	1,545.53	0.00	-1,545.53
7005123 FICA	6006	0.00	7,363.07	0.00	-7,363.07
7005123 Group Health	6007	0.00	18,100.01	0.00	-18,100.01
7005123 Retirement	6008	0.00	11,514.18	0.00	-11,514.18
7005123 Workers Compensation	6011	0.00	798.71	0.00	-798.71
7005123 Unemployment Insurance	6012	0.00	393.52	0.00	-393.52
7005123 Office Supplies	6014	0.00	364.00	0.00	-364.00
7005123 Animal Feed	6024	0.00	175.00	0.00	-175.00
7005123 Household Supplies	6026	0.00	14,412.00	0.00	-14,412.00
7005123 Camera and Police Supplies	6028	0.00	170,747.94	0.00	-170,747.94
7005123 Small Tools and Equipment	6038	0.00	19,740.00	0.00	-19,740.00
7005123 Equipment Maintenance	6067	0.00	2,370.00	0.00	-2,370.00
7005123 Dues and Memberships	6073	0.00	4,793.72	0.00	-4,793.72
7005123 Data Processing	6077	0.00	26,633.00	0.00	-26,633.00
7005123 Education and Training	6078	0.00	23,939.60	0.00	-23,939.60
7005123 Contractual Expense	6082	0.00	1,050,705.17	0.00	-1,050,705.17
7005123 Debt Interest	6098	0.00	44,290.72	0.00	-44,290.72
7005123 Depreciation	6198	0.00	130,336.42	0.00	-130,336.42
Expense Total:		<u>0.00</u>	<u>1,625,701.04</u>	<u>0.00</u>	<u>-1,625,701.04</u>
Net:		<u>0.00</u>	<u>52,563.34</u>	<u>0.00</u>	<u>-52,563.34</u>

User: NEVALLAD
Report: Glbudact_orgkey

Norma Valladarez Page: 1
Budget to Actual by Orgkey lineitem ok

Current Date: 02/14/2025
Time: 10:56:48

JAIL COMMISSARY - FUND 700
FY 2024

COMMISSARY SALES

	Oct-23	Nov-23	Dec-23	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24	Jul-24	Aug-24	Sep-24	Yearly Totals
Commissary Sales	123,552.96	130,926.84	129,216.76	141,380.52	139,254.67	142,543.61	144,053.64	170,292.65	139,542.72	169,756.47	157,172.38	156,741.66	1,744,434.88
Commissary Sales - Sales Taxes	(9,355.18)	(9,922.04)	(9,794.40)	(10,724.69)	(10,556.02)	(10,817.83)	(10,934.34)	(12,924.76)	(10,593.26)	(12,892.72)	(11,937.40)	(11,907.75)	(132,360.39)
NCIC - Telecommunication Sales													
Net Commissary Sales	114,197.78	121,004.80	119,422.36	130,655.83	128,698.65	131,725.78	133,119.30	157,367.89	128,949.46	156,863.75	145,234.98	144,833.91	1,612,074.49
Postage Stamps	(823.02)	(770.22)	(735.24)	(685.08)	(787.38)	(640.20)	(622.38)	(751.08)	(585.42)	(639.54)	(583.44)	(537.24)	(8,160.24)
Non Commission Refunds													
Gross Commissionable Commissary Sales	113,374.76	120,234.58	118,687.12	129,970.75	127,911.27	131,085.58	132,496.92	156,616.81	128,364.04	156,224.21	144,651.54	144,296.67	1,603,914.25
Commission Percentages													
Sheriff's Retention (35% (Eff 2/2022))	39,681.17	42,082.10	41,540.49	45,489.76	44,768.94	45,879.95	46,373.92	54,815.88	44,927.41	54,678.47	50,628.04	50,503.83	561,369.99
Commissary Vendor - 65%	73,693.59	78,152.48	77,146.63	84,480.99	83,142.33	85,205.63	86,123.00	101,800.93	83,436.63	101,545.74	94,023.50	93,792.84	1,042,544.26
SECURE PAK ONLINE SALES													
Web Sales (Secure Pak) Collected directly by Vendor (Cameron CCC)	8,982.75	9,533.30	9,549.05	8,726.45	10,204.90	11,834.05	11,650.85	7,664.30	11,568.40	11,679.05	9,594.33	8,847.37	119,834.80
Sheriff's Retention	2,694.83	2,859.99	2,864.72	2,617.94	3,061.47	3,550.22	3,495.26	2,299.29	3,470.52	3,503.72	2,878.30	2,654.21	35,950.44
30% (Web Sales)													
COMMISSARY SALES DUE TO VENDOR													
Commissary Sales - Retention (65%)	73,693.59	78,152.48	77,146.63	84,480.99	83,142.33	85,205.63	86,123.00	101,800.93	83,436.63	101,545.74	94,023.50	93,792.84	1,042,544.26
Commissary Sales - Postage Stamps	823.02	770.22	735.24	685.08	787.38	640.20	622.38	751.08	585.42	639.54	583.44	537.24	8,160.24
Commissary Sales - Non Commission Refunds													
Commissary Sales (Due to Vendor)	74,516.61	78,922.70	77,881.87	85,166.07	83,929.71	85,845.83	86,745.38	102,552.01	84,022.05	102,185.28	94,606.94	94,330.08	1,050,704.50
Plus:													
Sales Taxes	9,355.18	9,922.04	9,794.40	10,724.69	10,556.02	10,817.83	10,934.34	12,924.76	10,593.26	12,892.72	11,937.40	11,907.75	132,360.39
Less:													
Sheriff's Web Sales (30% Retention)	(2,694.83)	(2,859.99)	(2,864.72)	(2,617.94)	(3,061.47)	(3,550.22)	(3,495.26)	(2,299.29)	(3,470.52)	(3,503.72)	(2,878.30)	(2,654.21)	(35,950.44)
Paid to CCCC, LLC -	81,176.97	85,984.75	84,811.55	93,272.82	91,424.26	93,113.44	94,184.46	113,177.48	91,144.79	111,574.28	103,666.04	103,583.61	1,147,114.45
DBA Cameron CCC, LLC													