



**CAMERON COUNTY
PURCHASING DEPARTMENT
INVITATION TO RFP**

RFP NUMBER # 140901

RFP TITLE: COMMISSARY SERVICES – JAILS & DETENTION CENTERS

DATE DUE: OCTOBER 28, 2014

DUE NO LATER THAN 11:00 A.M.

Bids/ RFP's / RFQ's will be opened at the Cameron County Courthouse, 1100 East Monroe Street, Brownsville, Texas in the Purchasing Department – 3rd Floor – Room # 345 at 11:01 a.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 **ORIGINAL AND SIX (6) COPIES** of RFP in 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, 3rd Floor, Room 345, Brownsville, Texas 78520.**

MANDATORY PRE PROPOSAL MEETINGS SCHEDULE:

(Proposers / Proposers must submit question (in advance) **2 working days prior** to each pre Proposal meeting date)

Meeting – October 15, 2014, Wednesday at 9:00 A.M.

PRE PROPOSAL MEETING LOCATION: Cameron County Jail – 7300 Old Alice Rd, Olmito, Tx.

CONTACT PERSON: Fermin Leal at 956-554-6701

Pre proposal questions must be submitted by: **October 13, 2014** (fax to 956-550-7219 Mike Forbes or e-mail).

For additional information or to request addendum contact: Mike Forbes or Beverly Findley at (956) 544-0871,
E-mail: mforbes@co.cameron.tx.us or purchasing@co.cameron.tx.us . To ask specific questions on project requirements, please call: Mike Leinart – Sheriff's / Jail Dept. (956) 554-6700.

You must sign below in INK; failure to sign WILL disqualify 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 Proposal? _____ (ex: Newspaper, Web, mailout)

Print Name: _____ Signature: _____

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

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

CHECK LIST

Items checked below represent components which comprise this bid/proposal package. If the item **IS NOT** checked, it is **NOT APPLICABLE** to this bid/proposal. Offerors 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 Offeror's responsibility to be familiar with all the Requirements and Specifications. Be sure you understand the following before you return your Proposal 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

- Attachments A, B, C, D, E, F, G, H**
Be sure to complete these forms and return with packet.
- Proposal Guaranty & Performance Bond Information & Requirements**
This form applies only to certain bids/proposals. All public work contracts over \$25,000 require a Payment Bond and over \$100,00 must also have a Performance Bond in a form approved by the County. Please read carefully and fill out completely.
- 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 BID/RFP/RFQ

- Is your Proposal sealed with Proposal#, title, Bidder Name, & return address, on outside?
- Did you complete, sign and submit page 1?
- Did you complete and submit attachments A,B,C,D,E & F?
- Did you provide the number of copies as required on the cover page?
- Did you visit our website www.co.cameron.tx.us/purchasing/specs_notices.htm for any addendums?

1. 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. Cameron County is an Equal Employment Opportunity Employer.

Carefully read all instructions, requirements and specifications. Fill out all forms properly and completely. Submit your Proposal with all appropriate supplements and/or samples. Prior to returning your sealed Proposal response / submittal, all Addendums - if issued - should be reviewed and downloaded by entering the County Purchasing web site at http://www.co.cameron.tx.us/purchasing/specs_notices.htm Addendums Column (updated Addendums). These Addendums must be signed and returned with your Proposal in order to avoid disqualification. All Tabulations can also be viewed and downloaded at this site. 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 Proposal 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, §263.007 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.

Sign the Vendor's Affidavit Notice, complete answers to Attachments A, B, C, D, E, F, G and H and return all with your Proposal.

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:

<http://www.co.cameron.tx.us/purchasing/Forms/conflictinterest.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:

<http://www.co.cameron.tx.us/purchasing/Forms/DisclosureofInterest.pdf>

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 RFP deadline day, RFP’s will be received until 2:00 p.m. of the next business day, for opening at up coming Commissioner’s Court meeting.

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

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

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 YOUR RFP. ITEMS BELOW APPLY TO AND BECOME A PART OF TERMS AND CONDITIONS OF RFP. ANY EXCEPTIONS THERETO MUST BE IN WRITING.

1. **ORIGINAL AND SIX (6) COPIES OF RFP’s 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. RFP’s **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. RFP’s **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. Any brand name or manufacturer’s reference used in a RFP invitation is descriptive-NOT restrictive-it is to indicate type and quality desired. RFP’s on brand of like nature and quality will be considered. If RFP is based on other than reference specifications, proposal must show manufacturer, brand or trade name, lot number, etc., of article offered. If other than brand(s) specified is offered, illustrations and complete descriptions should be made part of the RFP. If Proposer takes no exception to specifications or reference data, he will be required to furnish brand names, numbers, etc. as specified.

5. Samples, when requested, must be furnished free of expense to the County. If not destroyed in examination, they will be returned to the Proposer on request, at his expense. Each sample should be marked with Proposer's name, address, and County RFP number. **DO NOT ENCLOSE OR ATTACH SAMPLE TO RFP.**
6. Written and verbal inquiries pertaining to RFP's must give RFP Number and Company.
7. NO substitutions or cancellations permitted without written approval of Purchasing Agent.
8. 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.
9. RFP unit rate on item specified – extend and show total. In case of errors in extension, UNIT rates shall govern.
10. This is a RFP inquiry only and implies no obligation on the part of Cameron County.
11. Acceptance of and commission will be contingent upon satisfactory performance of the services and products received by Cameron County.
12. 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.**
13. 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.
14. It is the responsibility of the Proposer or proposers to ask any and all questions the Proposer or proposer feels to be pertinent to the proposal. shall not be required to attempt to anticipate such questions for proposers. Cameron County will endeavor to respond promptly to all questions asked.
15. Cameron County Sheriff is always conscious and extremely appreciative of your time and effort in preparing your submittal.
16. A RFP/quote/submittal may not be withdrawn or canceled by the bidder/quoter/offeror prior to the ninety (90) day following public opening of submittals and only prior to award.
17. It is understood that Cameron County Sheriff reserves the right to accept or reject any and/or all Bids/Quotes/Proposals/Submittals for any or all products and/or services covered in an Invitation For Bid (IFB), Request For Quotation (RFQ), Request For Proposal (RFP) and Request For Information (RFI) and to waive informalities or defects in submittals or to accept such submittals as it shall deem to be in the best interest of Cameron County Sheriff's Dept. / Jail – Detention Facilities.
18. All FB's, RFP's, RFQ's and RFI's submitted in hard copy paper form shall be submitted in a sealed envelope, plainly marked on the outside with the IFB/RFP/RFQ/RFI number and name. A hard copy paper form submittal shall be manually signed in ink by a person having the authority to bind the firm in a contract. Submittals shall be mailed or hand delivered to the Cameron County Purchasing Department.
19. No oral, telegraphic or telephonic submittals will be accepted.
20. Any reference to model/make and/or manufacturer used in specifications is for descriptive purposes only. Products/materials of like quality will be considered.
21. Bidders/Quoters/Offerors taking exception to the specifications shall do so at their own risk. By offering substitutions, Bidder/Quoter/Offeror shall state these exceptions in the section provided in the IFB/RFQ/RFP or by attachment. Exception/substitution, if accepted, must meet or exceed specifications stated therein. Cameron County Sheriff reserves the right to accept or reject any and/or all of the exception(s)/substitution(s) deemed to be in the best interest of the County.

22. Minimum Standards For Responsible Prospective Bidders/Quoters/Offerors: A prospective Bidder/Quoter/Offeror must meet the following minimum requirements:
- have adequate [resources, or the ability to obtain such resources as required;
 - be able to comply with the required or proposed delivery/completion schedule;
 - have a satisfactory record of performance;
 - have a satisfactory record of integrity and ethics;
 - be otherwise qualified and eligible to receive an award.
23. Cameron County may request representation and other information sufficient to determine bidder's/Quoter's/Offeror's ability to meet these minimum standards listed above.
24. Vendor shall bear any/all costs associated with the it's preparation of an RFI/IFB/RFQ/RFP submittal.
25. Public Information Act: Cameron County is governed by the Texas Public Information Act, Chapter 552 of the Texas Government Code. All information submitted by prospective Proposers during the RFP process is subject to release under the Act.
26. INSPECTION: Upon receiving item(s), they will be inspected for compliance with the Proposal 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.
- Cameron County Sheriff or designee(s) 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 Proposal item, where applicable, for review, or fails to satisfactorily show an ability to perform, the County can reject the RFP as inadequate.
27. TESTING: Cameron County Sheriff or designee(s) 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. Should the goods or services fail to meet requirements the RFP is subject to rejection.

2.0 TERMS OF CONTRACT

2.1 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.

2.2 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.

2.3 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.

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

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

2.6 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.

2.7 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.

2.8 Vendor/Contractor/Provider shall provide any and all notices as may be required under the Drug Free Work Place 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.

2.9 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.

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

2.10.1 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.

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2.10.2 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.

2.11 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.

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

2.13 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.

2.14 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.

2.15 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.

2.16 Invoices 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:

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

2.16.2 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, gross total sales. Inmate names **will not** appear on these reports.

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2.17 Payment to Vendor: Vendor will be paid their percentage % every two (2) weeks by the Jail Administrative Assistant overseeing all Commissary Account operations utilizing the Inmate Commissary Account.

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

2.19 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.

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

2.21 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.

2.22 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.

2.23 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.

2.24 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.

2.25 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.

2.26 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.

2.27 Criminal History Background Check: If required, ALL individuals may be subject to a criminal history background check performed by the Cameron County's Sheriffs Office prior to access being granted to Vendor. Upon request, Vendor/Contractor/Provider shall provide list of individuals to 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.

3.0 GENERAL INFORMATION

3.1 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.

3.2 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.

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

3.4 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. This shall include fees associated with NCCHC accreditation and periodic accreditation reviews, if applicable.

3.5 The County shall have the unfettered right to monitor the Respondent's work in every respect. In this regard, the Respondent shall provide its 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 data, 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.

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4.0 INSURANCE REQUIREMENTS

4.1 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.

4.1.1 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.

4.1.2 Workers Compensation insurance at statutory limits, including employers liability coverage at minimum limits. In addition to these, 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).

4.1.3 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.

4.2 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.

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

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

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

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

4.3.4 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.

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

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

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

4.5 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:

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

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

5.0 EVALUATION CRITERIA AND FACTORS

- 5.1 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.
- 5.2 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.
- 5.3 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 for over all 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 assure 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.
- 5.4 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.
- 5.5 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.
- 5.6 After final offers are received, the evaluation team shall reevaluate 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.
- 5.7 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.
- 5.8 All proposals submitted are to be valid for a period of ninety (90) days.

5.9 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
- 25% TOTAL PROPOSED PRODUCTS PRICING
- 15% COMMISSION GUARANTEE OFFERED
- 10% SERVICE
- 10% PROPOSED STAFF & QUALIFICATIONS
- 10% WARRANTY / MAINTENANCE
- 10% FIRM'S QUALIFICATIONS / EXPERIENCE

6.0 SCOPE OF SERVICES AND SPECIAL CONDITIONS

6.1 By order of the Sheriff, Cameron County, Texas sealed proposals will be received for Detention / Jail Commissary Services. Cameron County Sheriff is considering two (2) possible commissary management options. **Option 1** is outsourcing of Commissary without Kiosks. **Option 2** consists of the offer to include a (Kiosk) technology package with the operation of commissary oputsourced. 6.2 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 **January 1, 2015**.

6.3 Term: Provide for a term contract **for 2 years** beginning on or about **January 1, 2015**, and continuing through and including **December 31, 2016**.

6.4 Pre-Proposal Conference: A pre-proposal conference will be held at the Cameron County Carrizales-Rucker Detention Center 7100 Old Alice Rd., Detention Briefing Room, Olmito, Tx. on **Wednesday, October 15, 2014 at 9:00 am**. All prospective offerors are requested to have a representative present. It is the offeror's responsibility to review the site and documents to gain a full understanding of the requirements of the RFP.

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

- snacks
- sugar & artificial sweetener drinksl drink mix
- candies
- small supplies such as pens/pencils/envelopes/etc. personal items (combs, lotion, etc.)
- personal hygiene items
- dental care items
- various over-the-counter medications
- sports bras, women's panties, men's boxers, men's T-shirts, shower shoes

A copy of the current Cameron County menu is attached. 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.

6.6 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.
- Detention Center 2 1154 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 1,329. Average daily total detention center population projections for **2015** are estimated to be at **1,200**.)

7.0 OBJECTIVES

- 7.1 To provide data necessary for evaluation of competitive proposals submitted by qualified firms.
- 7.2 To provide a fair method for analyzing submitted proposals.
- 7.3 To result in a contract between the successful Respondent (unless all proposals are rejected) and County.
- 7.4 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.
- 7.5 In addition to commissary management services, the County is requesting the following as part of **Option 2** :

7.5.1 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?

7.5.2 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.

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

7.5.4 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.**

7.5.5 Would your Kiosks provide the following features and services:

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

7.5.5.2 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.

7.5.5.3 Interface with our inmate telephone vendor for prepaid call deposits from the inmates and public.

7.5.5.4 Inmate Commissary ordering: Ability for inmates to initiate and complete orders on their own with picture based ordering system. Ability for inmates to look up available balance information via the kiosk. Must also include instruction in English and Spanish at a minimum, additional languages are preferred.

7.5.5.5 Facility based information accessible for the inmates to help reduce frequently asked questions like court dates, attorney information, bonding information, inmate rules, etc.

- 7.5.5.7 Money released via debit card.
- 7.5.5.8 Email: Ability for inmates to have limited/secured email with capability to charge for each incoming and outgoing email (recorded and searchable by inmate ID number and key words).
- 7.5.5.9 Inmate Requests & Grievances: Ability of inmates to initiate grievances and requests without limit and with two way communication. Must be able to track and report. All requests will have the capability to be viewed by the Administration and contain a feature to generate reports.
- 7.5.5.10 Medical request: Ability for inmate to initiate medical request for service and ability to track and report request
- 7.5.5.11 Security: Features to positively identify inmates for all transactions (bar code identification is acceptable, but furnishing of arm bands or bar codes will be at the expense of the provider).
- 7.5.5.12 Ability to manage percentages of deposits if inmates accrue a debit balance, to allow for a percentage to still be used to order items from commissary.
- 7.5.5.14 Please be willing to provide as part of your proposal a separate data source for your system.
- 7.5.5.15 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.

8.0 PRICING

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:

Option 1 (without Kiosks)

\$ _____ annual guaranteed commissions to County.

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

Option 2 (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 _____%

9.0 MINIMUM QUALIFICATIONS

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

- 9.1 The Respondent must be organized for the purpose of providing commissary management services, and have previous experience with proven effectiveness.
- 9.2 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.
- 9.3 The Respondent must operate in accordance with National Commission on Correctional Health Care (NCCHC) standards, American Correctional Association (ACA) standards and Texas Commission on Jail Standards.
- 9.4 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.
- 9.5 The proposal must include a company history, current corporate structure and resumes of the individual assigned to this project.
- 9.6 The proposal must include the following contractual and legal action history for the past two (2) years, including history of any affiliated companies.
 - 9.6.1 List and explain in detail all contracts that have been terminated or cancelled prior to contract expiration, and include the reason for each.
 - 9.6.2 List and explain in detail all litigation claims.
 - 9.6.3 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

10.0 MANDATORY REQUIREMENTS:

- 10.1 All proposals must contain sufficient information concerning the project for the County to evaluate whether the Respondent meets “minimum qualifications”.
 - 10.2 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.
 - 10.3 Additionally:
 - 10.3.1 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.
 - 10.3.2 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.
 - 10.4 All proposals must provide proof of insurance.
-
- 10.4 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.
 - 10.5 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.
 - 10.6 Eligible Participants: Commissary items shall be available for purchase by only inmates being housed by Cameron County facilities. No other individuals may purchase items from the service.
 - 10.7 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.
 - 10.8 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.
 - 10.9 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.
 - 10.10 Employee Requirements: Cameron County Sheriffs Office shall have the right of approval or rejection of any commissary employee hired or contracted by the vendor. Vendor agrees that any such per~on hired or contracted shall be subject to a Cameron County Sheriffs 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.

- 10.11 Wages: Vendor shall at all times payor 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.
- 10.12 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.).
- 10.13 Inmate Draw Pricing: Inmate draw for commissary items shall not exceed \$75.00/week, Proposer shall state in their proposal how this limit will be set by their system. Personal hygiene and clothing items purchases should not be considered part of the \$75.00 / week allowable purchases, these items shall be considered in addition to the \$75.00/week limit. 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 SIGNATURE INCLUDED IF HE AGREES TO THE PRICE INCREASE. NO PRICE INCREASES SHALL TAKE EFFECT WITHOUT THE SHERIFF'S SIGNED APPROVAL.

As a matter of general policy, prices of all items shall be comparable to those charged in vending machines located in Cameron County public facilities.

- 10.14 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.

- 10.15 Cart Requirements: Service shall include but not be limited to total/full cart service at both 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.
- 10.16 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 once per 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.

10.17 Indigent Inmate Supplies: Vendor shall provide indigent inmates – **AT VENDORS EXPENSE** - (up to 20% of the average daily population [average population is 1,329 at this time]) with kits to include a minimum of razor, toothpaste, toothbrush, comb, soap, writing paper, pen and three (3) stamped envelopes at no expense to the County. The vendor shall supply the County with additional indigent kits to keep on hand to insure 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 per week and divide that by the cost of a complete indigent kit to equal the total number of indigent kits dispensed weekly. The vendor shall provide up to, and including, 20% of the total average daily inmate population with indigent supplies each week 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.

10.18 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 made available to the Auditor's Office and 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 vendors 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 were 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.

10.19 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.

10.20 Sales History: Currently Cameron County is being paid 35% of the Gross Commissary Sales, excluding Texas State Sales Taxes and Postage. Commissary sales history for the period beginning October 1, 2013 through and including August 31, 2014 is as follows:

Gross Sales:	\$ 1,138,502.91
Commissions County portion:	\$ 381,526.14
Vendor Earnings:	\$ 708,548.60

The gross sales figure listed above includes sales tax on taxable purchases.

10.21 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.

10.22 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.**

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

10.24 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.

10.25 In order to make an equivanent 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.

11.0 PROPOSAL FORMAT

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

11.1.1 FIRM OVERVIEW

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

11.1.1.1 A descriptive background of your company's history.

11.1.1.2 State your principal business location and any other service locations.

11.1.1.3 What is your primary line of business?

11.1.1.4 How long have you been selling product(s) and/or providing service(s)?

11.1.1.5 State how many and the locations where your product/services are in use.

11.1.1.6 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:

11.1.6.1 Is your principal place of business in the State of Texas? YES NO

11.1.6.2 If the answer to question 6.1.1.6.1 is "yes", no further information is necessary; if "no", please indicate:

11.1.6.2.1 in which state your principal place of business is located:

11.1.6.2.2 if that state favors resident proposers (proposers in your state) by some dollar increment or percentage: __ YES __ NO

11.1.6.2.3 if "yes", what is that dollar increment or percent?_.

11.2 PROPOSED STAFF/EXPERIENCE/CREDENTIALS

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

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

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

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

11.3.1.2 Work Plan to include:

- | | |
|-------------|--------------------------|
| 11.3.1.2.1 | Installation |
| 11.3.1.2.2 | Education and Training |
| 11.3.1.2.3. | Testing and Support |
| 11.3.1.2.4 | Impact on current system |
| 11.3.1.2.5 | Maintenance |
| 11.3.1.2.6 | Documentation |
| 11.3.1.2.7 | Conversion |

11.4 REFERENCES

11.4.1 Offeror is requested to include at least five (5) 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.

11.5 TIME SCHEDULE

11.5.1 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).

11.6 PRICING/ COMMISSIONS / FEES

11.6.1 State guaranteed commission fee offeror shall pay to Cameron County.

11.6.2 State Percentage of commission of all sales.

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

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

11.7 SUPPORTING MATERIALS

11.7.1 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.

11.8 FINANCIAL STATEMENTS

11.8.1 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.

11.9 OTHER PROJECTS INVOLVED WITH

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

11.10 COOPERATIVE PURCHASING

11.10.1 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.

11.10.2 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

11.11 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.

11.12 **BY SIGNING AND SUBMITTING THIS PROPOSAL, PROPOSER ACKNOWLEDGES THAT HE HAS READ, UNDERSTANDS, AND CAN PROVIDE THE MINIMUM REQUIREMENTS STATED HEREIN, THAT HE HAS VISITED THE SITE, PERFORMED INVESTIGATIONS AND VERIFICATIONS AS HE DEEMS NECESSARY, FAMILIARIZED HIMSELF WITH THE LOCAL CONDITIONS UNDER WHICH THE WORK IS TO BE PERFORMED AND WILL BE RESPONSIBLE FOR ANY AND ALL ERRORS IN HIS PROPOSAL RESULTING FROM HIS 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.**

REFERENCES

Please list five (5) 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.

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

REFERENCE FOUR

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ e-mail address: _____

Contract Period: _____ Scope of Work _____

REFERENCE FIVE

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 Proposal prices contained in this Proposal have been carefully checked and are submitted as correct and final and if Proposal is accepted (within 60 days), 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 Proposal submitted by _____ hereinafter called "Proposer" is the duly authorized agent of said company and that the person signing said Proposal 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 Proposal in collusion with any other Proposer. The Bidder 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 Bidder 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 Bid. 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 Bidder ” refers to a person who is not a resident.

“Resident Bidder ” 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)
Bidder of Texas as defined in Government Code §2252.001.

I certify that _____ is a Nonresident
(Company Name)
Bidder 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

CAMERON COUNTY EXPRESSLY REQUESTS THAT BIDDERS / PROPOSERS NOT DISCUSS THIS ENGAGEMENT OR THIS BIDDER'S / PROPOSER'S PLANS, EXPERIENCE OR CREDENTIALS WITH OTHER BIDDERS / PROPOSERS OR ANY MEMBER OF COMMISSIONERS' COURT, ANY COUNTY OFFICIAL, OR ANY EVALUATION COMMITTEE MEMBER APPOINTED BY COMMISSIONERS COURT. EXCLUDED ARE PRE-BID OR 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 /PURCHASING DEPARTMENT 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/Bid/Response made any contact with any member of Commissioners Court, any County Official, or an Evaluation Committee member concerning this Invitation to Bid/RFP/RFQ, other than questions to the Assistant County Auditor/Purchasing Officer?

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

Signature of person submitting this RFP

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 bidder 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 submitting this RFP

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 bid/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, 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 bid/proposal and/or application had one or more public transactions terminated of cause or default.

Signature: _____

Print Name: _____

Title: _____

Telephone Number: _____

Date: _____

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

THIS FORM MUST BE RETURNED WITH YOUR RFP

CONFLICT OF INTEREST QUESTIONNAIRE

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

For vendor or other person doing business with local governmental entity

This questionnaire is being 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.

1. Name of person doing business with local governmental entity.

OFFICE USE ONLY Date Received:

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

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than 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.)

3. Describe each affiliation or business relationship with an employee or contractor of the local governmental entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money .

4. Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor or other person doing business with local governmental entity

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

This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or business relationship. Attach additional pages to this Form CIQ as necessary.

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

Yes No

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

Yes No

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

Yes No

D. Describe each affiliation or business relationship.

6. **Describe any other affiliation or business relationship that might cause a conflict of interest.**

7. Does any individual with the firm submitting BID, RFP, RFQ have any business relationship with any County Official or County employee within the third degree of Consanguinity kinship or the second degree of Affinity kinship? (see attached Nepotism Chart)

Signature of person doing business with the governmental entity

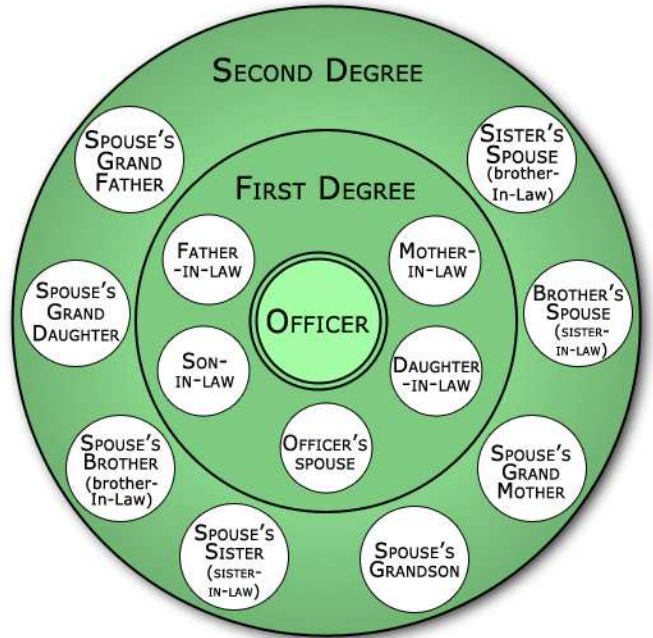
Date

NEPOTISM CHART

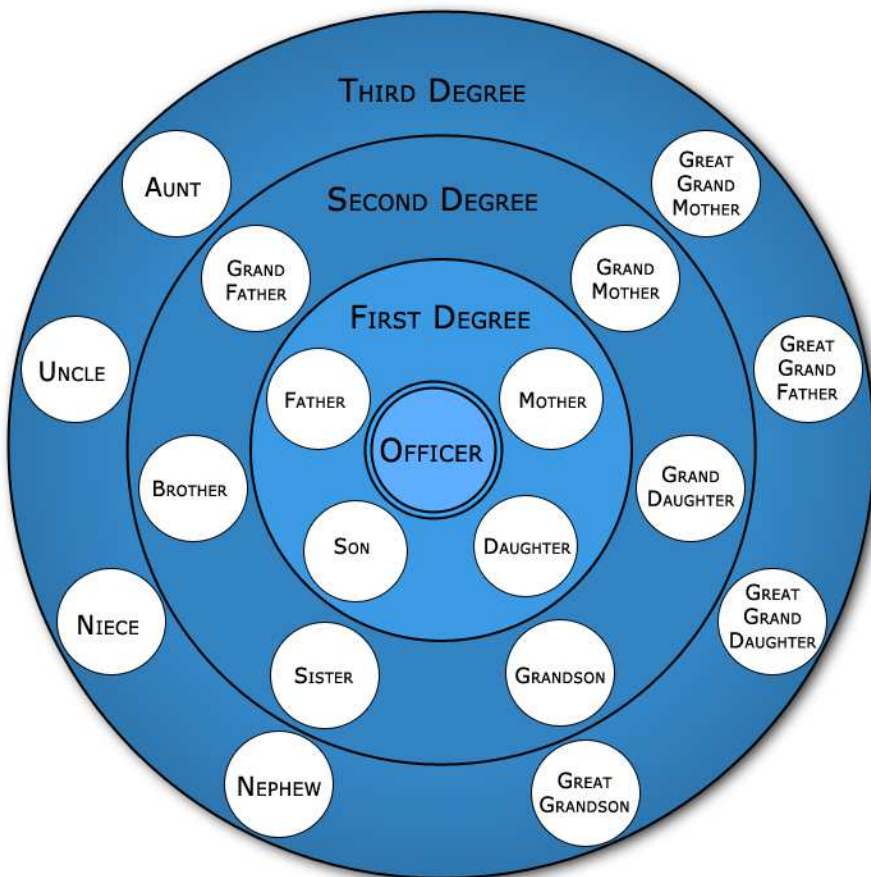
The chart below shows

- **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/RFO
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

DISCLOSURE OF INTERESTS (CONTINUED)

- 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.

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: _____

TERMS AND CONDITIONS

ADDENDA: When specifications are revised, the Cameron County Purchasing Department will issue an addendum addressing the nature of the change. Offerors must **sign and include it in the returned RFP/RFQ package**.

ADVERTISING: Seller shall not advertise or publish, without Buyer's Prior consent, the fact that Buyer has entered into this contract, except to the extent necessary to comply with proper request for information from an authorized representative of the federal, state or local government.

AWARD: Cameron County may hold all Rfp/Rfq's for a period of sixty (60) days. Cameron County reserves the right to delete any item it considers too expensive. Rfp/Rfq prices are to be F.O.B. Cameron County. All discounts will be considered in determining the lowest, responsible Proposer. Cameron County reserves the right to award this contract on the basis of EVALUATION CRITERIA (AS STATED IN RFP/RFQ) in accordance with the laws of the State of Texas, to waive any formality or irregularity, to make awards to more than one offeror, to reject any or all Rfp/Rfq's.

BONDS: If this Rfp/Rfq requires submission of Rfp/Rfq guarantee and performance bond, there will be a separate page explaining those requirements. Rfp/Rfq's submitted without the required RFP/RFQ bond or cashier's check are not acceptable.

CANCELLATION AND TERMINATION: Buyer shall have the right to cancel for default all or any part of the undelivered portion of this order if Seller breaches any of the terms hereof, including warranties of Seller or if the Seller becomes insolvent or commits acts of bankruptcy. Such right of cancellation is in addition to, and not in lieu of, any other remedies which Buyer may have in law or equity.

TERMINATION: The performance of work under this order may be terminated in whole, or in part, by the Buyer in accordance with this provision. Termination of work hereunder shall be effected by the delivery to the Seller of a "Notice of Termination" specifying the extent to which performance of work under the order is terminated and the date upon which such termination becomes effective. Such right of termination is in addition to, and not in lieu of, rights of Buyer set forth.

Cameron County reserves the right to terminate the contract for default if offeror breaches any of the terms therein, including warranties of offeror or if the offeror becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies which Cameron County may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all services required to Cameron County's satisfaction and/or to meet all other obligations and requirements. Cameron County may terminate the contract without cause upon thirty (30) days written notice.

CONTRACT RENEWALS: Renewals may be made ONLY by written agreement between Cameron County Sheriff and the offeror. Any price escalations are limited to those stated by the offeror in the original RFP/RFQ. Annual RFP/RFQ renewal – Price Increases: All Annual RFP/RFQ's with a one (1) year renewal option requires that the awarded Proposer must notify Cameron County Sheriff of any requested price increases to the current Annual RFP/RFQ (in writing) at least two months prior to the annual renewal award date unless otherwise specified within the specific provisions of the RFP. This allows the County Sheriff sufficient time to approve or decline to accept price increase request and /or plan for re-Proposing due to a vendor requested price increase. If Vendor fails to notify the County Sheriff 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 Annual RFP/RFQ's which allow for Open Market Price increases or Cost allowance increases during the RFP/RFQ award period (as so specified in the RFP/RFQ documents).

DISCRIMINATION: In order to comply with the provisions of fair employment practices, the contractor agrees as follows: 1.) the contractor 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 contractor will state that all qualified applicants will receive consideration without regard to race, color, sex, age, religion, handicap or national origin; 3) the contractor 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 contractor 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.

DISQUALIFICATION OF OFFEROR: Upon signing this RFP/RFQ document, an offeror offering to sell supplies, materials, services, or equipment to Cameron County certifies that the offeror 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 the RFP/RFQ made to any competitor or any other person engaged in such line of business. Any or all RFP/RFQ's may be rejected if the County believes that collusion exists among the offerors. RFP/RFQs in which the prices are obviously unbalanced may be rejected. If multiples are submitted by an offeror and after the RFP/RFQ's are opened, one of the RFP/RFQ's are withdrawn, the result will be that all of the RFP/RFQs submitted by that offeror will be withdrawn; however, nothing herein prohibits a vendor from submitting multiples for different products or services.

EVALUATION: All proposals 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/services in the user environment. Any specific criteria section or sections identified elsewhere in this request for proposals may be evaluated by one or more evaluators once the basis and details of this process has been approved by the Purchasing Officer and acknowledged by the Evaluation Committee. Detailed information pertaining to this selective evaluation process is available to offerors and the Commissioners Court upon request. Evaluation sheets and summary of all RFP/RFQ's are subject to review by the Cameron County Purchasing Department and Evaluation Committee's recommendation to Cameron County Sheriff. Compliance with all RFP/RFQ requirements, delivery and needs of the using department are considerations in evaluating RFP/RFQ's. **Pricing is NOT the only**

criteria for making a recommendation (see criteria and relative importance of price and other evaluation factors, if any, specified elsewhere in this request for proposals.). The Cameron County Sheriff or Purchasing Department reserves the right to contact any offeror, at any time, to clarify, verify or request information with regard to any RFP/RFQ. The Cameron County Sheriff or Purchasing Department further reserves the right to hold negotiation discussions with any responsible offeror submitting proposals determined to be reasonably susceptible of being selected for award in accordance with law.

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. 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 offeror 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 offeror.

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, than the member is not required to abstain from further participation. Attached and included 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) must be attached and included with RFP/RFQ submitted. The Buyer may, by written notice to the Seller, cancel this contract without liability to Seller if it is determined by Buyer that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the Seller, or any agent, or representative of the Seller, 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 performing of such a contract. In the event this contract is cancelled by Buyer pursuant to this provision, Buyer shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Seller in providing such gratuities. Consistent and continued tie RFP's/RFQ's could cause rejection of RFP/RFQ's by the County and/or investigation for Anti-Trust violations. Proposer guarantees that he has not retained a person to solicit or secure this 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 contractor 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 Proposal. This information will assist Cameron County in the percentage tracking of HUB utilization.

MAINTENANCE: Maintenance required for equipment RFP/RFQ 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", an offeror 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 offeror to furnish this documentation will be cause to reject any RFP/RFQ applying thereto.

NAME BRANDS: Specifications may reference name brands and model numbers. It is not the intent of Cameron County to restrict these RFP/RFQs in such cases, but to establish a desired quality level of merchandise or to meet a pre-established standard due to like existing items. Offerors may offer items of equal stature and the burden of proof of such stature rests with offerors. 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 this 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 course of the contract, without prior approval (in writing) by the Sheriff.** All prices must be written in ink or typewritten. Pricing on all transportation, freight, drayage and other charges are to be prepaid by the contractor and included in the RFP/RFQ prices. If there are any additional charges of any kind, other than those mentioned above, specified or unspecified, offeror 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 – FLOPPY DISK: If in its RFP/RFQ response, offeror either electronically scans, re-types, or in some way reproduces the County's published RFP/RFQ package, then in event of any conflict between the terms and provisions of the County's published RFP/RFQ specifications, or any portion thereof, and the terms and provisions of the RFP/RFQ response made by offeror, the County's RFP/RFQ specifications as published shall control. Furthermore, if an alteration of any kind to the County's published RFP/RFQ specifications is only discovered after the contract is executed and is or is not being performed, the contract is subject to immediate cancellation.

FLOPPY DISK: If offeror obtained the RFP/RFQ specifications on a floppy disk in order to prepare a response, **the RFP/RFQ must be submitted in hard copy** according to the instructions contained in this RFP/RFQ package. If, in its RFP/RFQ response, offeror makes any changes whatsoever to the County's published RFP/RFQ specifications, the County's RFP/RFQ specifications **as published** shall control. Furthermore, if an alteration of any kind to the County's published RFP/RFQ 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 practice is 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. Manufacturer furnishing these items shall be experienced in design and construction of such items and shall be an established supplier of the item RFP/RFQ. **Substitute items will not be accepted unless approved (in advance).**

SUPPLEMENTAL MATERIALS: Offerors are responsible for including all pertinent product data in the returned RFP/RFQ package. Literature, brochures, data sheets, specification information, completed forms requested as part of the RFP/RFQ 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 offeror wishes to include as a condition of the RFP/RFQ, must also be in the returned RFP/RFQ package. Failure to include all necessary and proper supplemental materials may be cause to reject the entire RFP/RFQ.

TITLE TRANSFER: Title and Risk of Loss of goods shall not pass to Cameron Count 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. Offerors 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/RFQ package and/or on the Purchase Order as a "Deliver To:" 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, description of each item purchased, including manufacturer, quantity of each item purchased, per unit and extended price of each item purchased, and total amount and price of all items purchased.

WARRANTY PRICE: (a) The price to be paid by the Buyer shall be that contained in Seller's RFP/RFQ which Seller warrants to be no higher than Seller'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 Seller breaches this warranty, the prices of the items shall be reduced to the Seller's current prices on orders by others, or in the alternative, Buyer may cancel this contract without liability to Seller for breach or Seller's actual expense. (b) The Seller 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 Seller for the purpose of securing business. For breach or violation of this warranty, the Buyer 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. Offerors shall furnish all data pertinent to warranties or guarantees which may apply to items in the RFP/RFQ. Offerors may not limit or exclude any implied warranties. Offeror warrants that product sold to the County shall conform to the standards established by the U.S. Department of Labor under the Occupational Safety and Health 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 offeror's expense. If offeror fails to make the appropriate correction within a reasonable time, Cameron County may correct at the offeror's expense.

WARRANTY PRODUCTS: Seller shall not limit or exclude any implied warranties and any attempt to do so shall render this contract voidable at the option of the Buyer. Seller warrants that the goods furnished will conform to the specifications, drawings and descriptions listed in the RFP/RFQ invitation and to the sample(s) furnished by Seller, if any. In the event of a conflict between the specifications, drawings and descriptions, the specifications shall govern.

SAFETY WARRANTY: Seller warrants that the product sold to Buyer 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, Buyer may return the product for correction or replacement at the Seller's expense. In the event Seller fails to make the appropriate correction within a reasonable time, correction made by Buyer will be at Seller's expense. Have you attached the required warranty information to the RFP/RFQ (if applicable)? Yes, No.

APPLICABLE LAW

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.

ASSIGNMENT DELEGATION: No right or interest in this contract shall be assigned or delegation of any obligation made by Seller without the written permission of the Buyer. Any attempted assignment or delegation by Seller shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph. Any contract entered into pursuant to this request is not assignable, nor the duties thereunder, by either party, without the written consent of the other party in the contract County Judge and County Auditor.

CONTRACT OBLIGATION: Cameron County Commissioners Court must award the contract and the County Judge or other person authorized by the Cameron County must sign the contract before it becomes binding on Cameron County or the offerors. 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 purchase have been satisfactorily delivered and accepted.

ERRORS AND OMISSIONS: Errors and Omissions in the RFP / RFQ of any provision herein described will not be construed as to relieve the Vendor of any responsibility or obligation, requisite to the complete and satisfactory implementation, operation, and support of any and all equipment, systems or services.

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 agreement, 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 judgement of the party having the difficulty.

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

INFRINGEMENTS: There will be no warranty by buyer against infringements. As part of this contract for sales, Seller 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. Buyer 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 Buyer be liable to Seller for indemnification in the event that Seller is sued on the grounds of infringement or the like. If Seller is of the opinion that an infringement or the like will result, he will notify Buyer to this effect in writing within two (2) weeks after the signing of this agreement. If Buyer does not receive notice and is subsequently held liable for the infringement or the like, Seller will hold Buyer harmless. If Seller 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 Buyer will pay Seller the reasonable cost of his/her search as to infringement. The contractor agrees to protect the County from claims involving infringement of patents or copyrights.

INTERPRETATION PAROLE EVIDENCE: This writing is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of their agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in the agreement. Acceptance or acquiescence in a course of performance rendered under this agreement shall not be relevant to determine the meaning of this agreement, 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.

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.: Offeror must meet all Federal and State OSHA requirements.

RIGHT TO ASSURANCE: Whenever one (1) party to this contract in good faith has reason to question the other party's intent to perform, he/she may demand that the other party give written assurance of their intent to perform. In the event that a demand is made, and no assurance is given within five (5) days the demanding party may treat this failure as an anticipatory repudiation of the 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.

WAIVER OF SUBROGATION: Offeror and offeror's insurance carrier waive any and all rights whatsoever with regard to subrogation against Cameron County as an indirect party to any suit arising out of personal or property damages resulting from offeror's performance under this agreement. No claim or right arising out of a breach of this contract can be discharged in whole, or in part, by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing, signed by the aggrieved.