

## **PUBLIC NOTICE**

**The Hill County Sheriff's Office is currently accepting proposals for the operation of the Hill County Jail Commissary. Information packet can be obtained on-line at the Hill County website, [www.co.hill.tx.us](http://www.co.hill.tx.us), or by contacting the Chief Deputy or Jail Captain at the Hill County Sheriff's Office.**

**Sealed bids must be received at the Hill County Sheriff's Office, 406 Hall Street, Hillsboro, Texas 76645 by 2:00 PM on Wednesday, August 11, 2010.**

**Proposal will be opened and reviewed on Friday, August 13, 2010 at 2:00 PM in the office of the Sheriff of Hill County, Texas.**

**The Hill County Sheriff's Office reserves the right to accept or reject any or all bids.**

**Hill County Sheriff's Office  
County Correctional Center**

**Request for Proposal**

**PROPOSAL OPENING DATE AND TIME :**

**August 13, 2010, 2:00 P.M.**

**Commissary Services**

1. Instructions:

RETURN TWO (2) COPIES OF ENTIRE PACKET AND YOUR SUBMITTAL TO:

Hill County Sheriff's Office

Attn: Sheriff Jeffrey T. Lyon

406 Hall Street

Hillsboro, Texas 76645

The enclosed REQUEST FOR PROPOSAL is for your convenience in submitting an offer for the enclosed referenced service for the Hill County Sheriff's Office - County Correctional Center.

Sealed proposals shall be received no later than:

2:00 PM, Wednesday, August 11, 2010.

If Contractor does not wish to submit an offer at this time but desires to remain on the list for this service, please submit a "NO OFFER" by the same time and at the same address listed above.

IT IS UNDERSTOOD THAT the Hill County Sheriff's Office reserves the right to accept or reject any and/or all proposals as it shall deem to be in the best interest of the Hill County Sheriff's Office. Receipt of any proposal shall under no circumstances obligate the Hill County Sheriff's Office to accept the lowest price proposal. The award of the contract shall be made to the responsible Contractor, whose proposal is determined to be the best evaluated offer resulting from negotiation, taking into considerations the relative importance of price and other evaluation factors set forth in the Request for Proposal.

RFP SHALL include this request for proposal and all additional documents submitted. Each proposal shall be placed in a separate, sealed envelope, manually signed in ink by a person having the authority to bind the firm in a contract, and marked clearly on the outside. Facsimile transmittals shall not be accepted.

LATE RFP'S: RFP received in the Hill County Sheriff's Office after the submission deadline shall be returned unopened and will be considered void and unacceptable.

ALTERED RFP'S: Any interlineations, alterations, or erasure made on the Request for Proposals must be initialed by the signer of the Proposal, guaranteeing authenticity.

RFP'S WILL BE received and publicly acknowledged at the location, date and time state above. Contractors, their representatives and interested persons may be present. RFP shall be received and acknowledged only so as to void disclosure of the contents to competing Contractors and kept secret during the negotiation/evaluation process.

HOWEVER, all proposals shall be open for public inspection after the contract is awarded, except for trade secrets and confidential information contained in the RFP so identified by Contractor as such.

## 2. SCOPE OF WORK:

### A. PURPOSE:

The Hill County Sheriff's Office's intent of the Request for proposal and resulting contract is to obtain proposal for full commissary services for inmates and detainees of the Hill County Correctional Facilities.

### B. INFORMATION/QUESTIONS

Request for information regarding contractual matters or services related to the Request for Proposal should be directed to:

Stephen L. Girsh      or  
Chief Deputy  
406 Hall Street  
Hillsboro, Texas 76645  
254-582-5313 Ext 203  
[sgirsh@co.hill.tx.us](mailto:sgirsh@co.hill.tx.us)

Captain Robert Monroe  
Jail Administrator  
406 Hall Street  
Hillsboro, Texas 76645  
254-582-3878 Ext. 225  
[rmonroe@co.hill.tx.us](mailto:rmonroe@co.hill.tx.us)

C. COMMISSARY FEE:

As a matter of general policy, prices of all items shall be comparable to those charged in convenience stores located in the Hill County area.

Successful proposed contractor shall pay, without demand, at the office of the Hill County Sheriff's Office as a fee for the purpose of providing Commissary Services to the county, the amount of \_\_\_\_\_% of the gross sales (excluding Texas State Sales Tax) of the said Commissary Services. Commissary fee will be due on the 15<sup>th</sup> day of the month for the prior month's activity.

D. COMPUTER SYSTEM:

Proposer shall fully explain the computer program proposed to accomplish requirements of this RFP. Attach a step by step explanation of each phase of the system including accountability of funds and the checks and balances provided.

(1) Proposer is requested to state whether their firm provides equipment necessary:

\_\_\_\_\_ YES

\_\_\_\_\_ NO

(2) If YES, what equipment is included, such as, but not limited to:

- a) Computer hardware
- b) Computer software
- c) Scanning Equipment
- d) Printer
- e) Office equipment,
- f) Etc?

E. PRODUCT LIST:

Submit products and prices to be sold in commissary operations.

F. CONTRACT LABOR:

Successful contractor will provide all labor to enter and distribute commissary, so that each inmate has the opportunity to purchase commissary two times per week (even during weeks that include holidays). The following service schedule should be used:

Monday & Thursday

All inmates will have the opportunity to receive commissary 2 times per week. Jail Administration may make changes to this schedule as necessary to accommodate the security of the facility.

Successful contractor must include the following services in their proposal:

Provide full commissary services to inmates of facility

Computer integration with current RMS system

Comprehensive computer management software provide full financial services for jail commissary operations

Real time transactions for deposits

On-line access by public for deposit purposes using credit/debit cards

Kiosk access jail lobby for deposits, cash credit/debit card transactions

Cash card for inmate release

#### G. REFERENCES:

Contractor will supply his/her list of three references for which like services or similar projects have been performed by Contractors firm. References shall include the name of the firm, address, telephone number, and name of representative.

#### H. TERM:

The term of this contract shall be three years from date of award, with an option for two (2) additional one (1) year terms.

It is the desire to keep the new vendor in place for several years if the new vendor demonstrates satisfactory performance, at which time additional contract terms may be negotiated.

#### I. CONTRACTOR QUALIFICATIONS;

- a. Contractor shall submit with its proposal a general history, description and status of the company.
- b. In addition, the Contractor must submit a company resume and as a minimum, include the following documentation:

(1) At least three (3) years of experience in correctional commissary service, preferable with a Texas County Jail.

(2) Listing of names, title, addresses and telephone numbers of clients of similar size institutions with whom Contractor presently has contracts, including dates of contracts.

(3) Contractors shall demonstrate they are equal opportunity employers, having a declared policy of non-discrimination stating they will take affirmative action to maintain and promote non-discrimination as to race, color, religion, national origin, sex or age in all phases of employment, including the use of facilities in accordance with the law pursuant to the Civil Rights Act of 1964 and executed orders thereunder.

- c. The Hill County Sheriff's Office reserves the right to investigate background information on all Contractor employees that work in the Hill County Correctional Facilities. The Hill County Sheriff's Office will approve all Contractor employees prior to entry into the facility. Any Contractor Employee that has a criminal history record will not be approved to work at the Hill County Correctional Facility.

J. INDEMNITY:

- a. Contractor agrees to indemnify and hold the County and/or its agents harmless against any and all claims, demands, damages, costs and expenses, including reasonable attorney's fees for the defense thereof; arising from Contractor's use of County facilities and/or equipment or from any breach on the part of the Contractor, its employees, Directors, or express or implied consent of the County and/or its agents.
- b. If by reason of force majeure, the Hill County Sheriff's Office shall be rendered unable, wholly or in part, to carry out its responsibilities under the contract other than its obligations to Contractor make the required payments, then the Hill County Sheriff's Office shall give the Contractor notice and full particulars of such force majeure in writing within a reasonable time after the occurrence of the event of cause relied on and such notice shall suspend the Hill County Sheriff's Office responsibilities for the continuance of the liability claimed, but no longer period. The term "force majeure" as used shall mean acts of God, strikes, lockouts, lockdowns, acts of a public enemy, and orders of any kind of the Government of the insurrection, riot, work stoppage, epidemic, earthquake, fire, explosion, hurricane, breakage, or accidents to machinery or equipment over and above ordinary maintenance and repairs, constructions and relocation to a new facility, civil disturbances and other events of causes that would cripple normal operations.

K. GENERAL PROVISIONS:

- a. SCOPE OF CONTRACT: The capacity of the Hill County Correctional Facilities is 243 inmates housed in two separate facilities. Main Jail capacity is 203 and is located at 406 Hall Street, Hillsboro, Texas 76645, the LEC capacity is 40 and is located at 218 N. Waco Street, Hillsboro, Texas 76645.

- b. The average population is approximately 150-170 inmates. This number is subject to increase or decrease over time.

L. **TERMINATION FOR DEFAULT:** Failure by either party to this contract in performing any of the provisions of this contract shall constitute a breach of contract, in which case either party may require corrective action within ten (10) days from the date of receipt of written notice citing the exact nature of such breach. Failure to take corrective action within the prescribed ten (10) days or failure to provide a written reply shall constitute a Default of Contract. The defaulting party shall be given a thirty (30) day period within which to show cause why the contract should not be terminated for default. The Hill County Sheriff's Office may take whatever action as its interest may appear resulting from such notice. All notices, for corrective action, breach, default, or to show cause, shall be issued by the Hill County Sheriff's Office only and all replies shall be made in writing to the Hill County Sheriff's Office at the address shown: 406 Hall Street, Hillsboro, Texas 76645.

Notices issued by or issued to anyone other than the Hill County Sheriff's Office shall be null and void and shall be considered as not having been issued or received. The defaulting party shall be liable for liquidated damages, if any, as stipulated elsewhere in the contract. The Hill County Sheriff's Office reserves the right to enforce the performance of this contract in any manner prescribed by law in the event of breach or default of this contract, and may contract with another party, with or without solicitation of Proposals or further negotiations.

M. **TERMINATION FOR CONVENIENCE:** The Hill County Sheriff's Office reserves the right to terminate the contract upon sixty (60) days written notice for its convenience, or for any reason deemed by the Hill County Sheriff's Office. This agreement may be terminated by the Contractor at any time, with or without cause, upon not less than sixty (60) days notice, delivered by Certified Mail or in person to the Hill County Sheriff's Office at 406 Hall Street, Hillsboro, Texas 76645. In either event, notice shall be effective upon receipt of Contract with the Hill County Sheriff's Office.

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

O. **INSURANCE AND LIABILITY:** Contractor shall maintain at his expense the established levels of insurance as shown below for Workers Compensation,

Comprehensive General Liability and Property Insurance. Notices and Certificates of Insurance shall be submitted to the Hill County Sheriff's Office.

Required Insurance	Coverage (each occurrence)
Workers Compensation and Employers Liability Statutory	\$100,000.00
Comprehensive General (Public) Liability to include (but not Limited to) the following premises/operations; independent contractors; personal injury; products/completed operation; contractual liability-bodily injury.	\$500,000.00
Property Damage	\$500,000.00
Combined Single Limit for Bodily Injury and Property Damage	\$1,000,000.00

Property Insurance for physical damage to property of the Contractor including improvements and betterments to County property-coverage for a minimum of eighty (80) percent of the actual replacement value of the property.

With response to insurance, Hill County and its Agents shall:

- i. Be named as an additional insured as its interest may appear.
- ii. Be provided with a waiver subrogation.
- iii. Be provided with thirty (30) days advance written notice to the Hill County Sheriff's Office of cancellation or material change to said insurance.
- iv. Be provided with Certificates of Insurance evidencing the above insurance, with ten (10) days after Notice of Award is given.

**P. CONTINUITY OF SERVICES:**

- (1) The Contractor recognizes that the services under the contract are vital to the Hill County Sheriff's Office and must be continued without interruption and that, upon contract expiration, another Contractor may continue them. The Contractor agrees to (1) furnish phase in training and (2) exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.
- (2) The Contractor shall upon written notice, negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required if contract is terminated.

**III. GENERAL CONTRACT TERMS AND CONDITIONS:**

**A. CONTRACT**

This RFP, submitted documents, and any negotiations, when properly accepted by the Hill County Sheriff's Office, shall constitute a contract equally binding between the Contractor and the Hill County Sheriff's Office. No difference or additional terms will become a part of this contract with the exception of a Change Order.

B. CONFLICT OF INTEREST

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

C. CONFIDENTIALITY

All information disclosed by the Hill County Sheriff's Office to Contractor for the purpose of the work to be done or information that comes to the attention of the Contractor during the course of performing such work is to be kept strictly confidential.

D. CHANGE ORDERS

No oral statement of any person shall modify or otherwise change or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be in writing by the Hill County Sheriff's Office.

E. ASSIGNMENT

Contractor shall not sell, assign, transfer or convey any contract resulting from this Request for Proposal, in whole or in part, without the prior written consent of the Hill County Sheriff.

F. VENUE

This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in Hill County, Texas.

G. SUBMITTAL OF CONFIDENTIAL MATERIAL

Any material that is to be considered as confidential in nature must be clearly marked as such by the Contractor and will be treated as confidential by the Hill County Sheriff's Office.

H. MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE CONTRACTORS

Contractors must affirmatively demonstrate their responsibility, and must meet the following requirements:

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

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

I. INDEMNIFICATION

Contractor shall defend, indemnify and save harmless the Hill County Sheriff's Office and all its officers, Directors and employees from all suits, actions, or other claims of any character, names and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the Contractor, or of any Director, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from award. Contractor shall pay any judgment with cost which may be obtained against Hill County or its agents growing out of such injury or damages.

J. SALES TAX

Contractor will be responsible for all state sales tax and federal excise tax.

K. DESIGN, STANDARDS AND PRACTICES

Design, strength, quality of materials and workmanship must conform to the highest standards of engineering practices and/or professional services.

L. COMPLIANCE WITH LAWS

Proposal/Contractors must comply with all Federal, State, County and local laws governing or covering this type of service.

Texas Local Government Code Chapter 351.0415 COMMISSARY OPERATION BY SHERIFF OR PRIVATE VENDOR governs the operation of the jail commissary and pursuant to section (a) dictates that the commissary must be operated in accordance with rules adopted by the Commission on Jail Standards under Texas Administrative code Title 37, Part 9, Chapter 291.3. By submitting a proposal for operation of the jail commissary, contractor acknowledges compliance with above referenced laws.

M. PATENTS/COPYRIGHTS

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

N. PERFORMANCE OF CONTRACT

The Hill County Sheriff's Office reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the Hill County Sheriff's Office in the event of breach or default or resulting contract award.

O. INVOICES AND FEES

Invoices and fees shall be mailed directly to:

Hill County Sheriff's Office  
406 Hall Street  
Hillsboro, Texas 76645

The invoices shall show:

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

P. PAYMENT

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

Q. OWNERSHIP

All plans, prints, designs, concepts, etc. shall become the property of the Hill County Sheriff's Office.

R. PRICES

No price increases on commissary items will be accepted, unless the Hill County Sheriff gives written approval.

S. PRODUCTS

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

T. COMMENCEMENT DATE

Can proposed contractor begin full service on September 1, 2010.

\_\_\_\_\_ YES \_\_\_\_\_ NO

U. PROPOSAL AWARD PROCESS

The Hill County Sheriff's Office reserves the right to award as it deems to be in its best interest.

## VENDOR REFERENCES

Please list three references of current customers who can verify the quality of service your company provides. The Hill County Sheriff's Office prefers customers of similar size and scope of work for this proposal.

THIS FORM MUST BE RETURNED WITH YOUR PROPOSAL.

	Reference One
Government/Company Name	
Location	
Contact Person/Title	
Scope of Work	
Contract Period	

	Reference Two
Government/Company Name	
Location	
Contact Person/Title	
Scope of Work	
Contract Period	

	Reference Three
Government/Company Name	
Location	
Contact Person/Title	
Scope of Work	
Contract Period	

Name and Address of proposed Contractor:

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Telephone Number:

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Printed Name:

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Signature

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SWORN AND SUBSCRIBED BEFORE ME this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

\_\_\_\_\_  
Notary Public in and for the State of Texas

