



WALLER COUNTY
STATE OF TEXAS

INVITATION FOR BIDS
250218-20

Project Title
Waller County Jail Commissary Services

Solicitation Closing Date
Tuesday, March 18, 2025 at 10:00 AM (CST)

INVITATION FOR BIDS RESPONSE FORM

The County of Waller is seeking bids from interested Vendors for consideration to be awarded a Contract.

Invitation Number: 250218-20

IFB Title: Waller County Jail Commissary Services

Due Date: Tuesday, March 18, 2025 by 10:00 AM (CST)

Please return Original Proposal and four (4) print copies and one (1) electronic copy of your bid in a sealed envelope to:

**Waller County Auditor
425 FM 1488, Suite 119
Hempstead, Texas 77445**

The bid must be received by the Waller County Auditor by the Due Date. Bids will only be accepted by hand or mail according to the Terms and Conditions contained in this IFB.

Sealed envelopes must be address to the Waller County Auditor, and clearly marked on the outside of the envelope with “IFB #250218-20 – Waller County Jail Commissary Services,” and the name of Bidder’s company.

Note: All dates subject to change based on the needs of Waller County.

PLEASE READ THIS ENTIRE RFP CAREFULLY

By submitting this bid, the undersigned hereby certifies that said bid has been independently arrived at and that price, terms, or conditions appearing or applicable hereto, have not and will not be disclosed by or on behalf of the Bidder to another contractor or competitor.

The undersigned by his or her signature represents that he or she is authorized to bind the Bidder to fully comply with the Terms and Conditions of the IFB for the amount(s) shown on the bid. By signing below, you certify that you have read the entire document and agreed to the terms therein.

You must sign below in ink; failure to sign and return WILL disqualify the offer. All Bids must be typewritten or written in ink.

Company Name

Address

Company Representative and Title

City, State, Zip

Signature

Telephone Number

SECTION 1 GENERAL INFORMATION

1.1 Definitions

- A. “Waller County” and “County” means Waller County, Texas.
- B. “Bidder,” “Respondent,” and “Vendor” are used synonymously.
- C. “Sheriff’s Office” means the Waller County Sheriff’s Office.
- D. “County Jail” means the Waller County Jail.
- E. “Contract” means the written agreement(s) the Sheriff’s Office enters into with the successful Bidder, and includes this Invitation for Bid in its entirety.
- F. "Must," "shall," or "will" mean that compliance with the intent of the statement is mandatory.

1.2 Questions and Clarifications

- A. **Questions:** All questions regarding this IFB must be in writing and sent by email to RFPquery@wallercounty.us. **Contact with other personnel of the County regarding the Invitation for Bid may be grounds for elimination from the selection process. The deadline for submitting questions is Friday, February 28, 2025 by 10:00 AM (CST).** Do not rely on oral instructions or clarifications. Requests from interested Bidders for additional information or interpretation of the information included in the specifications should be directed in writing to RFPquery@wallercounty.us. The subject line of the email should be: “IFB #250218-20 – Waller County Jail Commissary Services Query.”
- B. **Responses:** Responses to all inquiries relating to this IFB will be issued in writing via addendum and will be uploaded to the County’s website at <https://www.co.waller.tx.us/page/BidsAndProposalRequests> in accordance with Section 3.8, Anticipated Schedule of Events. All such addenda issued by the County prior to the submittal deadline shall be considered part of the IFB. The County shall not be bound by any reply to an inquiry unless such reply is made by such formal written addendum.
- C. **Acknowledgement of Addenda:** Should it become necessary for the County to issue one or more addendum to the IFB, the Bidder is required to acknowledge receipt of each addendum issued. IFB changes per addendum should be noted within the Responses as well.

1.3 Response Instructions

- A. **Read this document in its entirety. Ensure your Response is complete, and double check it for accuracy.**
- B. **Response Requirements:** Responses submitted shall meet the following requirements:
 - 1. Four (4) complete printed copies of the Response. One (1) printed original shall be signed in BLUE ink, and the remaining three (3) shall be complete copies of the original.

2. One (1) searchable electronic copy on a USB flash drive of the entire Bid.
 3. Be printed on single sided 8.5x11 inch paper.
 4. Be delivered in a sealed package bearing the following information:
 - a. **IFB #250218-20 – Waller County Jail Commissary Services**
 - b. Bidder's Company Name
- C. **Response Submission:** Bidder shall be solely responsible for ensuring timely submission of its Bid. Bidder must return all completed Bids to the office of the Waller County Auditor at 425 FM 1488, Suite 119, Hempstead, Texas 77445 before the date and time specified for Bid submission. **LATE RESPONSES WILL NOT BE ACCEPTED. ELECTRONICALLY SUBMITTED RESPONSES, INCLUDING THOSE FAXED AND/OR EMAILED, WILL NOT BE ACCEPTED.**
- D. **Response Withdrawal:** Responses may be withdrawn or modified only in accordance with Section 2.47 of the Terms and Conditions of this IFB.

1.4 Formatting Requirements

- A. **Table of Contents and Tabs:** The Vendor's bid shall include Table of Contents tabbed sections.
- B. **Letter and Executive Summary:** A letter of transmittal signed by an official authorized to bind the Vendor to a resultant contract must be included in the Bid. The letter must be limited to two pages. The letter shall be followed by an executive summary that briefly summarizes the Vendor's proposed solution for the required services and the Vendor's ability to provide such services. Executive summary must be limited to three pages.
- C. **Specifications:** Bidder shall acknowledge and indicate compliance (e.g. Understands and Complies) with any and all requirements indicated under each division of **IFB Section 3: Specifications**. Bidder shall provide any information specifically required. The Bidder is encouraged to provide concise responses that respond to the specific requirement. Some numbered paragraphs simply introduce the requirements that follow or provide information for the Bidder. For such non-technical paragraphs, a simple acknowledgement of the Vendor's understanding and compliance is sufficient.
- D. **Implementation Plan:** Provide a narrative description and proposed timeline for the implementation of the required service(s) or provision of the required good(s). See **IFB Section 3.6: Implementation**.
- E. **Company Profile and References:** This section of the Bid must include a brief history and overview of the Bidder's company and all information required in **IFB Section 3.10: References and Company Profile**.
This section shall also include references as specified.
- F. **(if applicable) IFB Addenda:** Should it become necessary for Waller County to issue one or more addenda to the IFB, the Vendor is required to acknowledge receipt of each addendum issued. **IFB changes per addenda should be noted within the responses as well.**

1.5 Required Forms

- A. Response Form
- B. Debarment Certification
- C. Resident/Nonresident Certification
- D. No Israel Boycott Certification
- E. No Excluded Nation or Foreign Terrorist Organization Certification
- F. HUB Certification
- G. Deviation and Compliance
- H. Bidder's Business Name
- I. No Energy Company Boycott Certification
- J. No Discrimination Against Firearm and Ammunition Industries Certification
- K. Certification on Indebtedness to County
- L. Agreement to Provide Certificate of Insurance
- M. Certificate of Interested Parties – Texas Ethics Commission Form 1295
- N. Conflict of Interest Questionnaire

The above listed forms are required, and may be found on the County's Website at <https://www.co.waller.tx.us/page/BidsAndProposalRequests> under the file name: IFB 250218-20 – Waller County Jail Commissary Services_Required Forms. It is a Bidder's responsibility to complete all necessary Required Forms, and follow any instructions contained therein. The County reserves the right to disqualify a Bidder who does not complete all Required Forms, or submits Required Forms that have been completed incorrectly.

SECTION 2 TERMS AND CONDITIONS

- 2.1 **Addenda**: When specifications are revised, the Waller County Sheriff's Office will issue an addendum addressing the nature of the change. In each case, Bidders must sign it and include it in the returned proposal package. It is the Bidder's responsibility to incorporate any issued addendum into their Proposal.
- 2.2 **Advertising**: Unless otherwise required by law, Proposers to this RFP shall not publish and shall keep confidential their intentions and actions respecting their response to the RFP.
- 2.3 **Alteration of IFB**: Bidder shall in no way alter the published IFB package. If any alteration is made, the IFB as published by the County shall control. Further, if an alteration of any kind to the published IFB is discovered only after the Contract is executed, the Contract is subject to immediate cancellation by the Sheriff's Office without penalty of any kind to the Sheriff's Office.
- 2.4 **Alteration of Bids**: Any interlineations, alteration, or erasure made before the submission deadline must be initialed by the signer of the proposal guaranteeing authenticity.
- 2.5 **Certain Professional Services Excluded**: Neither this RFP nor any Contract includes services that are required to be procured under the Professional Services Act (Chapter 2254

of the Texas Government Code), including without limitation architecture and professional engineering services.

2.6 Changes or Modifications: No oral statement of any person shall modify or otherwise change, or affect the terms, conditions, or specifications stated in this IFB.

2.7 Conflict of Interest: Consistent with the Waller County Purchasing Policy and Texas Local Government Code, Chapter 171, an expenditure of funds will not be made in favor of a business entity in which a county official or employee either directly or indirectly owns a substantial interest unless prior to any vote or decision on any matter involving the business entity, the County is made aware of the interest of the official or employee and provided further that the official or employee take no part in the negotiating, making, accepting, or approving any payment, agreement, or contract affecting the business entity and performs no duty for Waller County in connection with the business entity.

Each Bidder must disclose any existing or potential conflict of interest relative to the performance of the requirements of this IFB. Any personal or business relationship between the Bidder, its principal(s), affiliate, employee, or subcontractor with an employee or official of the County or its suppliers must be disclosed. Any such relationship that might be perceived or represented as a conflict must be disclosed. Failure to disclose any such relationship or reveal personal relationships with the County employees or officials shall be cause for Contract termination.

Bidders affirm they have not given, nor intend to give, at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a County official or employee, or representative of the same in connection with this procurement.

2.8 Contract Renewals: Renewals may be made only by written agreement between the Sheriff's Office and the Vendor.

2.9 County's Right to Stop Work: If the Vendor fails to correct work which is not in accordance with the requirements of the Contract, the Sheriff's Office may order the Vendor to stop work, or any portion thereof, until the cause for such order is eliminated.

2.10 Deviations: Proposer must clearly note and explain in detail any and all limitations, exceptions, qualifications, special conditions, or other deviations from these Terms and Conditions or any of the Specifications in this IFB at the time the Bid is submitted. The submission of any such deviation may prevent the County from considering the Bid.

Other than any deviation submitted in writing with the Bid and accepted by the Sheriff's Office, the Sheriff's Office will hold the Bidder accountable to perform in strict compliance with these Terms and Conditions and the item specifications as written.

2.11 Drug Free Workplace: All Proposers shall provide any and all notices as may be required under the Drug-Free Work Place Act of 1988, 28 CFR Part 67, to its employees and all subcontractors. The successful Vendor expressly grants Waller County the right to review drug-testing records of any personnel involved in this proposed project. The County may require at Vendor's expense drug testing for Vendor's personnel if no drug testing records exist or if such test results are older than six (6) months.

2.12 Email Address Consent: Vendors affirmatively consent to the disclosure of its email addresses that are provided to Waller County or any of its Departments, including the

Sheriff's Office. This consent is intended to comply with the requirements of the Texas Public Information Act, Texas Government Code §522.137, as amended, and shall survive termination of this agreement. This consent shall apply to e-mail addresses provided by Vendor, its employees, officers, and agents acting on Vendor's behalf and shall apply to any email addresses provided in any form for any reason whether related to this Bid, IFB, Contract, or otherwise.

- 2.13 Environmental Impact:** Pursuant to Texas Local Government Code §271.907, in determining the overall best Proposal, the County may evaluate and give preference to Bids that demonstrate Bidder meets or exceeds any and all state or federal environmental standards, including voluntary standards relating to air quality. If the Bid being submitted will have an effect on air quality for the County, as it relates to any state, federal, or voluntary air quality standard, the Bidder is encouraged to provide information in narrative indicating anticipated air quality impact. All Proposers are expected to meet all mandated state and federal air quality standards.

Pursuant to Texas Health and Safety Code §361.426, Waller 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. Waller County will be the sole judge in determining product preference application.

- 2.14 Errors and Omissions:** Due care and diligence have been used in preparation of this IFB and it is believed to be substantially correct. However, the responsibility for determining the full extent of the exposure and the verification of all the information presented herein shall rest solely on the Vendor. Waller County and its representatives shall not be responsible for errors or omissions in these specifications, nor for failure on the part of the Vendor to determine the full extent of the exposure.

- 2.15 Equal Employment Opportunity (EEO) Disclosures:** Vendor agrees to abide by all applicable laws, regulations, and executive orders pertaining to equal employment opportunity, including federal laws and the laws of the state in which Vendor's primary place of business is located. In accordance with such laws, regulations, and executive orders, Vendor agrees that no person in the United States shall, on the grounds of race, color, religion, national origin, sex, age, veteran status, disability, or genetic information, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed by Vendor under the Contract. Upon request, Vendor will furnish information regarding its nondiscriminatory hiring and promotion policies.

- 2.16 Exceptions:** The Proposer shall state any exceptions desired to these Terms and Conditions and may suggest alternate wording that addresses the intent of the term or condition. The Sheriff's Office may accept or reject any suggestions in accordance with law.

- 2.17 Force Majeure:** To the extent either party of this agreement shall be wholly or partially prevented from the performance of the term specified, or of any obligation or duty placed on such party by reason of or through work strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, court judgment, act of God, or other specific cause reasonably beyond the parties' control and not attributable to its malfeasance, neglect, or nonfeasance. In such event, the time for performance of such obligation or duty shall be suspended until such

disability to perform is removed. The burden of proof for the need of such relief shall rest upon the party obligated to perform. To obtain release based on force majeure, the party obligated to perform shall file a written request with the other party.

- 2.18 Funding:** Texas law prohibits the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Anticipated orders or other obligations that may arise past the end of the current Waller County fiscal year shall be subject to budget approval.

A multi-year lease, or lease/purchase arrangement, or any contract continuing as a result of an extension option, is contingent on the appropriation of funds from the relevant budget and fiscal year. 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 and/or contract, any equipment belonging to the Vendor shall be removed by the Vendor from the using Department without penalty of any kind or form to Waller County. All expenses and physical activity related to removal, uninstallation, pickup, and redelivery shall be the responsibility of the Vendor.

- 2.19 General Bonding Requirements:** Vendor must provide any applicable performance and payment bonds as required by law, including Chapter 2253 of the Texas Government Code, or as requested by the County. Vendor must maintain appropriate and sufficient insurance, including without limitation such workers' compensation insurance as may be required by state or local law or policy, necessary to protect Vendor and the County from all claims for bodily injury, death, or property damage that might arise from the performance by Vendor or its employees or agents of any service under the Contract; however, the existence of such insurance does not relieve Vendor of full responsibility and liability for damages, injury, death, or loss as described or as otherwise provided by law. Within 30 days after signing of a contract and prior to beginning the actual work (whichever comes first) the Vendor shall provide the County with a performance bond and a payment bond in the amount of the contract. A surety company authorized to do business in this state shall execute these bonds. Bonds shall be delivered to the Waller County Auditor at 425 FM 1488, Suite 119, Hempstead, Texas 77445.

- 2.20 General Obligations and Reliance:** The Vendor shall perform all services and/or provide all goods, as well as those reasonably inferable and necessary for completion and provision of services and/or goods required hereunder. The Vendor shall keep the County informed of the progress and quality of the services. The Vendor agrees and acknowledges that the County is relying on the Vendor's represented expertise and ability to provide the goods and/or services described herein. The Vendor agrees to use its best efforts, skill, judgment, and abilities to perform its obligations in accordance with the highest standards used in the profession and to further the interests of the County in accordance with the County's requirements and procedures. The Vendor's duties, as set forth herein, shall at no time be in any way diminished by reason of any approval by the County, nor shall the Vendor be released from a liability by reason of such approval by the County. It is understood that the County at all times is ultimately relying upon the Vendor's skill and knowledge in performing the services and providing any goods required hereunder.

- 2.21 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, Waller County's

interpretation shall govern.

- 2.22 Governing Law:** Vendors shall comply with all applicable federal, state, and local laws and regulations. The Vendor is further advised that these requirements shall be fully governed by the laws of the State of Texas and that Waller County may request and rely on advice, decisions, and opinions of the Attorney General of Texas and the Waller County Criminal District Attorney concerning any portion of these requirements.
- 2.23 Governmental Immunity:** Neither the County nor the Sheriff's OFFICE waives, modifies, or alters to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas or under the laws of the United States.
- 2.24 Hold Harmless Agreement:** Successful Vendor shall defend, indemnify, and save harmless Waller County and all its officers, agents, and employees from all suits, actions, or other claims of any character, name, and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful Vendor, or of any agent, employee, subcontractor, or supplier in the execution of, or performance under, any contract which may result from proposal award. Successful Vendor shall pay any judgment with cost which may be obtained against Waller County growing out of such injury or damages.
- 2.25 Indemnification:** Vendor agrees to defend, indemnify, and hold harmless the County, its officials, officers, agents, employees, and representatives from and against all third-party claims, actions, suits, liability, liens, loss, and damage of any character, type, or description, including without limitation all expenses of litigation, court costs and attorney's fees, arising out of or related to (1) injury or death to any person or damage to any property related to the acts of Vendor or its agents, subcontractors, employees, or representatives in the execution of or performance under the Contract; and (2) Vendor's negligence misconduct, breach of contract, or other failure to comply with its obligations in the execution or performance under the Contract. The Vendor's duty to defend, indemnify, and hold the County harmless shall be absolute. It shall not abate or end on the expiration or termination of the Contract unless otherwise agreed to by the County in writing. The provisions of this section shall survive the termination of the Contract and shall remain in full force and effect with respect to all such matters concerning the performance of the Vendor arising under or related to the Contract, no matter when they arise.
- The Vendor shall indemnify the County in the event the County is found to have been negligent for having selected the Vendor to perform the work described in this RFP. The Vendor's provision of insurance shall not limit the liability of the Vendor under the Contract.
- 2.26 Information Acquired Through Work:** Vendor expressly agrees that it will not use any direct or incidental confidential information that may be obtained while working in a governmental setting for its own benefit, and agrees that it will not access unauthorized areas or confidential information. Vendor agrees it will not disclose any information to unauthorized third parties, and will take care to guard the security of the information at all times.
- 2.27 Insurance:** Any Vendor that conducts business with Waller County, whether it is for goods and/or services, shall secure and maintain, throughout the duration of the Contract,

insurance of such types and in such amounts as may be necessary to protect the Vendor and the County against all hazards or risks of loss associated with the Vendor's performance of the Contract. The form and limits of such insurance, together with the insurer, shall be acceptable to the County. It shall be the responsibility of the Vendor to maintain adequate insurance coverage at all times. Failure of the Vendor to maintain adequate coverage shall not relieve the Vendor of any contractual responsibility or obligation; however, such failure shall be grounds for the County to terminate the Contract in its discretion.

- 2.28 Labor and Materials:** Unless otherwise provided in the Contract Documents, the Vendor shall provide and pay for labor, materials, equipment, tools, vehicles, construction equipment and machinery, water, heat, and other facilities and services necessary for proper execution of the Work.
- 2.29 Legal Liability Information:** The Vendor shall disclose all legal liability information by listing any pending or anticipated litigation that it is involved in, including but not limited to, potential or actual legal matters with private parties and any local, state, federal, or international governmental entities. Proposer shall disclose if they are the target or subject of any investigation, accusation or charges by any federal, State or local law enforcement, licensing or certification body.
- 2.30 No Reimbursement:** Bidder understands and acknowledges that the Sheriff's Office will not reimburse or pay Bidder or any expenses Bidder incurs in preparing its Bid or providing additional information required in connection with the Bid.
- 2.31 Notices:** Unless otherwise provided by this IFB, any written notice or other communication required by the Contract or by law will be conclusively deemed to have been given and received on the third business day after such written notice has been deposited in the U.S. Mail, properly addressed, and with sufficient postage affixed thereto, provided that actual notice may also be given in any other manner used in commerce.
- 2.32 Permits and Approvals:** All work done under this contract shall comply with all local and state codes having jurisdiction and with the requirements of the utility companies whose services may be used. Where code requirements are less than those shown in the contract documents, the contract documents shall control. The selected Vendor shall obtain any and all permits, inspections, and approvals as required by all authorities having jurisdiction. All fees and costs for these items shall be paid for by the Vendor.
- 2.33 Protections of Persons and Property:** The Vendor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract. The Vendor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to:
1. Employees on the work and other persons who may be affected thereby;
 2. The work and any materials and/or equipment to be incorporated therein, whether storage on or off the site, under care, custody, or control of the Vendor or the Vendor's subcontractors or sub-subcontractors; and
 3. Other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.
- 2.34 Quality:** Unless otherwise indicated in this IFB, all proposed items must be new and in

first class condition, and in containers suitable for damage-free shipment and storage. The items must be warranted in the same manner and to the same extent as normally provided to other customers of Proposer. Unless otherwise specified, “factory seconds,” “refurbished,” or otherwise inferior items are not acceptable. All services must comply with applicable industry standards.

2.35 Requirements of the Texas Public Information Act; Confidential Information: The requirements of Subchapter J, Chapter 552, Texas Government Code may apply to this IFB and any awarded Contract, and Vendor agrees that the Contract can be terminated if Vendor knowingly or intentionally fails to comply with a requirement of that subchapter.

Pursuant to Texas Government Code Sections 552.371 and 552.372, to the extent the Contract or any Purchase Order thereunder has a stated expenditure of at least \$1 million in public funds for the purchase of goods or services by a governmental body or results in the expenditure of at least \$1 million in public funds for the purchase of goods or services by a governmental body, Vendor shall:

1. preserve all contracting information, as defined in Texas Government Code Section 552.003(7) (“Contracting Information”), related to the Contract or any Cooperative member Purchase Order thereunder, as provided by the records retention requirements applicable to the governmental body for the duration of the Contract;
2. promptly provide to the County, as applicable, any Contracting Information related to the Contract that is in the custody or possession of Vendor on request of the County; and
3. on completion of the Contract, either:
 - a. provide at no cost to the County all Contracting Information related to the Contract that is in the custody or possession of the Vendor; or
 - b. preserve the Contracting Information related to the Contract as provided by the record retention requirements applicable to the County.

The County shall not accept a Bid or award a Contract to a Vendor that the County has determined has knowingly or intentionally failed to comply with Texas Government Code Chapter 552, Subchapter J, in a previous Bid or Contract unless the County determines and documents that Vendor has taken adequate steps to ensure future compliance of said Subchapter. The determination of whether the Vendor has taken adequate steps to ensure future compliance of said Subchapter is in the sole discretion of the County.

Proposers are cautioned to limit or avoid if possible including proprietary trade secret information within the proposal. Privately held entities, whose financial information is not otherwise subject to public disclosure, may submit the required financial information in a separate, sealed envelope labeled with the Bidder’s name, IFB name and number, and a clear indication that the envelope contains CONFIDENTIAL INFORMATION.

Bidder must clearly identify information in the Bid that Bidder considers proprietary or confidential. The County will treat such information as confidential only to the extent allowable under the Texas Public Information Act or similar applicable disclosure law.

Under no circumstance shall Bidder’s entire proposal, offers, or the majority of Bidder’s technical responses be labeled proprietary or confidential.

If Bidder deems it necessary to include proprietary trade secret information in order to adequately respond to technical requirements, Bidder shall note the section as such and

provide the information in a separate sealed envelope.

In addition a proprietary and confidential matrix must be included that shows all items that are not in the main response and are indicated as proprietary and confidential.

If Bidder fails to properly identify the information, the County shall have no obligation to seek protection of such information from public disclosure. The County and its representatives and/or employees will not be responsible for Bidder's failure to clearly identify information Bidder considers confidential or proprietary.

The County will, to the extent allowed by law, endeavor to protect from public disclosure the information that has been identified and marked as proprietary. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General. It is understood that the County, its officers, and employees shall have the right to rely on the advice, decisions, and opinions of the Texas Attorney General, and that the County, its officers, and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to the County by a party hereto, in reliance on any advice, decision, or opinion of the Texas Attorney General.

- 2.36 Right to Assurance:** Whenever the Sheriff's Office in good faith has reason to question Vendor's intent to perform, the Sheriff's Office may demand that the Vendor give written assurance of its intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the Sheriff's Office may treat the failure as an anticipatory repudiation of the Contract.
- 2.37 Right to Setoff:** Any indebtedness or obligation owed by Vendor or Vendor's affiliates to the County may be appropriated and applied by the County at any time, and from time to time, on any indebtedness or other obligation owed by the County to Vendor or Vendor's affiliates, whether such indebtedness or other obligations are now existing or hereafter arise, and whether under the Contract or otherwise. It is further understood and agreed that this right of setoff is in addition to, and not in lieu of, any other right, remedy, or recourse which is available to the County either at law or in equity, and that failure to exercise such right of setoff in any instance shall not constitute a waiver of such right.
- 2.38 Sole Provider:** The Vendor agrees and acknowledges that it shall not be considered a sole provider of the goods and/or service(s) described herein, and that the County may contract with other providers of such goods and/or service(s) if the County deems, in its sole discretion, that multiple providers of the same goods and/or service(s) will serve the best interest of the County.
- 2.39 Statement of Inclusion/Applicability:** These Terms and Conditions apply to this IFB and the proposing company's response to this IFB, and are an integral part of any contract which is awarded in association with this IFB.
- 2.40 Supervision and Construction Procedures:** The Vendor shall supervise the work and shall be solely responsible for and have control over subcontractors, construction means, methods, techniques, sequences, and procedures; and for coordinating all portion of the work unless the Contract gives other specific instructions concerning these matters.
- 2.41 Time Periods:** If the conclusions of any time period provided for in these Terms and Conditions falls on a weekend or a federal, local, or state holiday, the conclusion of such

time period shall be deemed to be extended until the next business day.

References to days in these Terms and Conditions shall mean calendar days unless business days are specifically designated.

- 2.42 Title and Risk of Loss:** Title to and risk of loss for the deliverables shall pass to the County only when the County actually receives and accepts the deliverables.
- 2.43 Vendor:** The County will have one Vendor contact person for overall contract management relative to the Contract, even if Vendor uses multiple distribution centers or designated dealers. Regardless of whether Vendor has designated dealers, Vendor specifically agrees and acknowledges that any such designations are for Vendor's convenience only and shall not relieve Vendor of any obligations under the Contract. Vendor shall remain responsible and liable for all of its obligations under the Contract, and the performance of both Vendor and any of Vendor's designated dealers under and in accordance with the Contract and remain subject to all remedies for default thereunder.
- 2.44 Venue:** This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in Waller County, Texas. Unless otherwise provided for by statute, any litigation arising from this Contract shall lie in Waller County, Texas.
- 2.45 Waiver:** No claim or right arising out of a breach of the 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 party. The County's failure to require strict performance of any provision of the Contract does not waive or diminish the County's right thereafter to demand strict compliance with that or any other provision.
- 2.46 Waiver of Subrogation:** Vendor and Vendor's insurance carrier waive any and all rights whatsoever with regard to subrogation against Waller County as an indirect party to any suit arising out of personal or property damages resulting from Vendor's, its employees', or subcontractors' performance under this Contract.
- 2.47 Withdrawal of Proposal:** Bidder may withdraw a submitted Bid prior to the Bid Due Date and time specified in this IFB. A request for withdrawal must be made in writing, and signed by an individual authorized to enter into contracts on Bidder's behalf and indicate the individual's title. Bids in the County's possession at the Bid Due Date and time shall be deemed final, conclusive, and irrevocable. No Bid will be subject to withdrawal, amendment, or correction after the Bid Due Date and time specified in the Bid Invitation.

SECTION 3 SPECIFICATIONS

- 3.1 Intent:** It is the intent of the Waller County Sheriff's Office to engage a Vendor to supply commissary items to the Waller County Jail in accordance with the evaluation criteria in this IFB. The Sheriff's Office is soliciting bids from experienced commissary service providers to supply the Waller County Jail with a full range of commissary products for inmates, and an inmate trust fund accounting system to process commissary transactions.
- This IFB describes the intended process for how commissary items will be ordered and delivered, the inmates' accounting system specifications, hardware specifications; and warranty, maintenance, staffing, billing, and implementation requirements.

The Vendor must provide all hardware and software for the computerized inmate trust accounting system at no cost to the Sheriff's Office or County Jail, and must have the ability to keep accurate, real-time records of all commissary activity and balances of individual inmate accounts.

The respondent shall secure and pay for all permits and licenses required by federal, state, and/or local laws, rules, and regulations necessary for the implementation of proposed services. This shall include fees associated with National Commission on Correctional Health Care ("NCCCHC") accreditation and periodic accreditation reviews, if applicable.

The respondent must show that it is capable of meeting all requirements of federal, state, and local governments related to commissary services.

- 3.2 Scope:** The awarded Vendor will be required to supply an inmate commissary ordering and delivery solution that meets the Waller County Jail's requirements as stated in this request for proposal, as well as any value-added aspects proposed by the Vendor. The Waller County Jail operates seven (7) days per week, 365 days per year (366 days during a leap year).

The system must be capable of interfacing with Waller County's current Jail Management System, JMS – Southern Software, and the current inmate phone service provider, ICSolutions Communications ("ICS"), inmate kiosks, and inmate tablets.

Related services sought include: quality assurance programs, administrative support service, inmate trust fund balance, paper and coin counting equipment, and best advice on and the review of all aspects of commissary delivery to the county inmates.

3.3 Commissary

Menu Items, Selection, and Pricing: Interested Vendors must submit a list or catalog of all commissary items that it can provide to County Jail inmates. Vendors must also provide a complete description for each of the items they provide; the description must include: a general description of the product, the product's manufacturer, product size, product weight, and cost to the inmate. From this list, the Sheriff's Office will choose which items will be included in the County Jail's commissary.

Respondents must include a list of all current product offerings implemented at other detention facilities currently served, and must include any processing fees charged to inmates. The Sheriff's Office reserves the right to determine what items are available to inmates through the County Jail's commissary. The items proposed pursuant to this solicitation are not guaranteed to be offered through the commissary.

The Waller County Sheriff's Office requires its commissary services provider to supply various products, including the following:

1. snacks
2. sugar & artificial sweetener
3. drinks/drink mix
4. candies
5. small supplies such as pens/envelopes, etc.
6. personal items (combs, lotions, etc.)
7. personal hygiene items (indigent kits, hygiene kits)
8. dental care items (toothpaste, toothbrush, etc.)

9. various over-the-counter medications (Advil, Tylenol, etc.)
10. clothes (sports bras, women's and men's underwear, T-shirts, shower shoes, etc.)

The Vendor shall provide the following noncommissioned items:

1. stamped envelopes
2. postage stamps
3. indigent kits

Once the successful Bidder has been awarded, representatives for the Bidder and the Sheriff's Office shall meet to determine the items to be carried on the County Jail's commissary menu. No items are to be offered without the Sheriff's or his designee's approval. The successful Bidder shall provide the Sheriff's Office with updates on available new products on a continual basis.

The items offered through the commissary are subject to change based on the discretion of the Waller County Sheriff, or his designee.

Commissary Product Specifications: All commissary items sold to County Jail inmates shall meet County Jail safety and security requirements, including:

1. no glass or metal containers
2. no packaging containing false bottoms
3. no alcohol-based products or aerosol sprays
4. no packaging that may be made into a weapon or other security risk.
5. food items shall be wrapped/packaged and dated for individual consumption.
6. all containers shall be made of non-breakable material and clear where available.
7. combs and hair picks shall be made of non-breakable plastic no longer than six (6) inches.
8. all consumable products shall be non-alcoholic (mouthwash, etc.)

Bidders shall include an item and pricing list for tobacco products, if offered.

Bidders shall include any known regulatory or facility product information, including any pass-through fees.

Note: The determination as to whether or not a commissary item meets the County Jail's safety and security requirements lies solely with the Sheriff or his designee.

Commissary Inventory Requirements: The awarded Vendor shall make commissary items available for purchase by all inmates. The commissary products provided must meet or exceed any applicable minimum nationally accepted standard. Items must not be added or deleted from the commissary menu, and a product's brand packaging or size may not be changed without the prior written consent of the Sheriff or his designee.

The successful Vendor must be able to maintain sufficient stock of commissary items in order to limit or prevent shortages. The awarded Vendor shall not substitute items, and should have an order fill rate of at least 98%. All inventory support deliveries to the County Jail must be delivered the day following the day the orders are transmitted to the Vendor, and must be delivered between the hours of 8:00 am and 5:00 pm.

Item and Price Changes: The Sheriff's Office recognizes that Vendors may change suppliers and products. The successful Bidder must agree to notify the Sheriff's Office of

any change in commissary items, regardless of the reason for the change, at least five business days prior to making the changed item available to County Jail inmates. This notification must be in writing. The changed item may only be made available to inmates if the Sheriff's Office has provided written consent to the change. Updated forms must also be supplied to the Sheriff's Office before the changed item becomes available to County Jail inmates.

The successful Bidder must provide written notification to the Sheriff's Office of any price increases to commissary products at least 30 days prior to the price increase taking effect. In order for the price increase to be effective, the Sheriff or his designee must provide written acknowledgment and acceptance of the price increase.

Improper or Defective Items: The successful respondent shall remedy improperly delivered commissary items, and remedy or replace defective commissary items at no cost to the Sheriff's Office or County Jail. Defective items are those that are not of satisfactory quality, or not fit for their intended purpose; the term includes products that are damaged, expired, beyond their indicated use date, or otherwise not satisfactory to the Sheriff's Office. The Vendor must remedy defective items within twenty-four (24) hours of receiving written notice of the defect.

Order Processing: The principal method for commissary orders shall be point of sale, utilizing kiosks and tablets in inmate pods. If a Bidder does not propose a point-of-sale system, the Bidder must provide an overview of how orders will be processed.

Commissary Kiosks: Vendor must provide kiosks in conjunction with the commissary services, and the kiosks must comply with the following:

1. a minimum of two kiosks to be located in booking and the lobby.
2. touch screen capable and security conscious based on their locations.
3. must use the System to manage all detention facility financial transactions.
4. must allow fund deposits via web, phone, and credit cards (including In-booking by the inmate).
5. must be maintained by the Vendor and have a scheduled service plan.
6. funding ACH transactions shall occur on a daily basis for the previous 24-hour period.

The Vendor shall include the service plan for the kiosks in its bid, and the process for contacting the Vendor in the event of an outage.

The bid must specify the network requirements for the kiosks.

Tablet Compatibility: The products and services offered by Vendor must be compatible with the County Jail's tablet system provided by ICSolutions, and allow an inmate to use the tablet system to view his or her account balance, order commissary items or indigent packs, etc.

- 3.4 Inmate Trust Fund Accounting System:** Vendors must provide a computerized trust fund accounting system with real-time capabilities that adheres to generally accepted accounting principles ("System"). The System must be currently operating in at least five (5) facilities that are similarly sized to or larger than the County Jail, and must have been operating in said facilities for a minimum of five (5) years.

The Vendor must write, own, and support with its employees all aspects of the System, including all Vendor-supplied equipment. Vendors must generally describe the computer software program used by the System.

Individual Trust Fund: The System must allow the County to open an Individual Trust Fund (ITF) for an inmate at the time of booking, and to enter into the System the amount of money in the inmate's possession at the time of booking. The System must be able to permanently assign the Waller County inmate ID number to a single individual as the inmate's ITF number. The Waller County inmate ID number/inmate's ITF number will be used to track and/or recover debts across multiple incarcerations, and reopen a previously closed ITF account when necessary. The System must not track accounts by inmate name.

System Interface: The System must include the following fields, which shall be populated via a two-way interface with the Waller County Jail Management System:

1. permanent account number (must be the inmate ID Number)
2. commissary balance
3. last name, first name
4. global jacket number
5. birth date
6. gender
7. cell location (must be kept current)
8. pod location
9. booking date
10. booking time
11. dietary restrictions
12. commissary restrictions, if any

The System must allow the County Jail to control commissary purchases, and attach restrictions, such as those related to age, disciplinary actions, indigency, etc. The System must allow for up to 999 different restrictions to be placed on commissary purchases, including ones that can be customized by County Jail administration and staff.

System Transactions: The System must allow the following transactions in the ITF in real-time:

1. place restrictions on inmates (to occur via the JMS interface)
2. add funds to accounts
3. charge receivables such as admission fees, admissions packs, etc.
4. distribute indigent packs
5. deduct commissary and other charges
6. draw funds in the form of checks and/or debit cards
7. close an account with a detailed statement and pay the inmate's balance by check, debit card, or a combination of both
8. close multiple accounts by printing one check
9. process credits

The System must also have the ability to move funds between the inmate commissary account and the inmate phone account.

The system must contain the following components, which must be complete and part of the respondent's software demonstration:

1. Funds/Accounts Receivables Module
2. Indigent Tracking Module

Checkbook Management: The System must have a comprehensive checkbook management feature, including the ability to write checks from an inmate's ITF to a third party; to void, make corrections, or add manually written checks; to reclaim unclaimed monies; and to verify deposits. The checkbook must also contain a "reclaim" feature in order to reclaim outdated checks. Additionally, the System must allow the Jail Administration to perform queries and print a check registry based on multiple criteria.

The system must interface with the Waller County inmate phone system provided by ICS. The interface shall address the credits and debits of a prepaid inmate phone account.

System Installation and Support: The Vendor must install the System, and provide the following: System training for Sheriff's Office and County Jail personnel at no additional cost, System manuals, ongoing support, and a toll-free 24-hour emergency line to ensure maximum utilization and minimum downtime of the System. The Vendor must have a service center and support staff within four (4) hours of the Waller County Jail to provide the County Jail with the optimum service level.

The System must have 24-hour uptime with failover.

Prior to departure on the designated delivery day, the Vendor must post credits to inmate accounts when necessary, including for non-delivery of product or computer posting errors (e.g., orders by inmates who were released prior to order fulfillment, etc.).

System Security: The System should have multiple levels of security. The County Jail administration and staff must have the ability to customize the security level, including the ability to administer password control, and track transactions by individual and station. Due to the sensitive nature of the information held in the System, the System's data must be backed up regularly, and the Vendor must take adequate steps to ensure security is implemented and updated regularly. The Vendor must describe the security features in its bid submittal.

Payment Card Protection: The System must comply with the Payment Card Industry Data Security Standards (PCIDSS), and the Vendor must submit documentation of compliance with its bid. The successful Bidder must identify which institution will process the payment or financial information.

Respondent shall provide the Sheriff's Office with an interface for automated deposit and release services. The interface must be compatible with for use in kiosks, through web pay, and by telephone deposits.

Deposit Services: The System must support real-time integration with the kiosks provided by Vendor to accept deposits of any kind (such as cash, electronic, etc.) at no cost to the Sheriff's Office.

System Updates: Updates to the computer software must be provided free of charge to the Sheriff's Office for the length of the contract. The respondent must show proof that past updates have been done.

Hardware: For the length of any resulting contract, the Vendor must provide all hardware necessary for the performance of this contract. Maintenance or replacement of said

hardware shall be the responsibility of the respondent.

Reports: The System must have the ability to provide a series of reports as specified by the Sheriff. The System should be capable of running reports for an individual inmate, a specific site within the County Jail, or for the County Jail as a whole. The reports should include:

1. cash reports
2. sales reports
3. checkbook reports
4. resident reports
5. receivable reports
6. phone account balance

Respondents must provide sample financial reports. The Sheriff's Office will work with the awarded Vendor if more detailed reporting is required.

Audit: The System must provide a complete audit trail for all transactions. It must also allow for both scheduled and unannounced audits of the inmate accounts by the County Auditor to ensure the integrity and accuracy of the accounts.

The County Auditor must be able to fully audit the System. Each respondent acknowledges and agrees that at least once each County fiscal year, or more often at the discretion of the Waller County Sheriff's Office, the Waller County Auditor shall, without advance notice, fully examine the Waller County Jail Commissary Accounts pursuant to the Local Government Code § 351.0415(d).

The Auditor shall verify the correctness of the accounts and report the findings of the examination to the Waller County Commissioners Court. The Vendor shall produce any documents requested by the County Auditor, and otherwise fully comply with and assist in such audit at no expense to the County.

3.5 Program Operations

Operational Plan: The Bidder must include a detailed operational plan and schedule for processing and delivering weekly commissary orders in a timely manner. The operational plan must include a schedule for holiday week deliveries. A respondent may provide separate operational plans, one for inmate self-service tablets in all living units, and one that includes integration with the current phone system that allows for phone order entry. The Sheriff's Office currently handles operations for order delivery; however, the Sheriff's Office may consider a proposed solution for order operations.

Orders must be bagged at an off-site location; no on-site space will be provided for bagging inmate orders. **Responses that included on-site bagging will be disqualified.**

Bids must include a sample operational plan from a similarly sized facility that the Vendor is currently providing services for in Texas. Include a contact for the facility, his or her name, and a contact number.

Backup Plan: Respondent shall provide a "Backup Plan" in the event of an interruption to the commissary services including an interruption that affects the following:

1. County Jail

2. inventory
3. distribution (transportation)
4. shipping and receiving
5. computer technology and hardware
6. management staff
7. employee staff (order processing and delivery)
8. on-site staff

Deliveries: Bidder must include a proposed delivery and ordering schedule. However, the final delivery and ordering schedule must be mutually agreed upon between the Vendor and the Sheriff's Office, and may be subject to change.

Vendor shall be required to deliver products in a climate-controlled (e.g., air conditioning in the summer months) delivery vehicle. All items shall be shipped F.O.B. inside delivery unless otherwise agreed to in writing. The Vendor shall deliver merchandise to the appropriate room or place as designated by the Sheriff's Office or County Jail employees. Each delivery of goods must fully comply with the requirements and specifications of this IFB. Nonconformance shall constitute a breach that must be rectified prior to the expiration of the time for performance. The Sheriff's Office will consider a Vendor's failure to cure the breach prior to the expiration of the time for performance cause to reject future deliveries and cancel the contract, in addition to any other remedies provided by law.

Damage and Repair Liability: Vendors understand that the equipment or property they provide or use will be in a correctional facility. Neither the Sheriff's Office, nor Waller County will have any liability to a Vendor or any other party for fraud, theft, vandalism, damage, or loss of equipment or property caused by inmates or members of the public. The Vendor will be responsible for all costs associated with any such loss. In the event of loss or damage to Vendor's equipment or property, the Vendor must make all reasonable efforts to ensure the System and any of its related equipment are operational and repaired as quickly as possible.

The Vendor is solely responsible for damage or loss to any Waller County or Sheriff's Office property that is caused by Vendor, or any of its employees, representatives, or agents, including damages or losses related to the installation or maintenance of the Vendor's System or equipment.

- 3.6 Implementation:** Bidders shall provide an implementation plan that details the process and timeline for implementing all proposed services, systems, software, labor, and equipment necessary for a successful commissary program.

The Bidder must provide references that demonstrates the respondent's past experience and ability to successfully perform the proposed implementation plan and schedule.

If the Bidder does not currently provide commissary services or a computerized trust fund accounting system to the County Jail, it must include a transition plan and schedule.

3.7 Special Provisions

Minimum Purchases: The Sheriff's Office does not guarantee any minimum purchase quantities. Neither the Sheriff's Office nor the County will be responsible for buying any items of excess stock at any time, including upon termination of a resultant contract.

Product Warnings: The successful Vendor is required to immediately notify the Sheriff's

Office of product liability warnings, recalls, or other product notices.

Criminal Background Checks: A contract for commissary services will require awarded Vendors to enter sensitive security areas, including the Waller County Sheriff's Office and the Waller County Jail.

An awarded Vendor must agree to the following:

1. To provide the Sheriff's Office with information for each individual who will be performing work on Waller County property, including the individual's name, date of birth, and driver's license number.
2. To allow the Sheriff's Office to conduct a criminal background check on Vendor personnel who will perform work on Waller County property. Vendor personnel must pass the Sheriff's Office criminal background check in order to enter County buildings to perform services under a resultant contract. The Sheriff's Office may conduct a criminal background check on Vendor's personnel throughout the term of the contract at its discretion, and may withdraw authority to enter a County building in the event that an employee fails the criminal background check.
3. The Sheriff's Office reserves the right to conduct additional criminal background checks as it deems necessary, and may reject a criminal background check provided by the Vendor.

Refusal to agree to these terms will result in the disqualification of the bid. If an awarded Vendor is unable to supply personnel who can pass a criminal background check, the resultant contract will be immediately terminated.

3.8 **Anticipated Schedule of Events**

Invitation for Bids Release Date	Tuesday, February 18, 2025
Deadline for Submittal of Written Questions	Friday, February 28, 2025 by 10:00 AM (CST)
Sheriff's Office Issues Addendum (If Necessary)	Friday, March 7, 2025
Sealed Bid Packets Due	Tuesday, March 18, 2025 by 10:00 AM (CST)
Bid Packets Opened in Commissioners Court	Wednesday, March 19, 2025
Scoring Committee Review Date	Thursday, March 20, 2025
Notice of Award	Monday, March 24, 2025

Note: all dates subject to change based on the needs of the Sheriff's Office.

3.9 Contract Term: The initial contract term for an awarded Vendor is anticipated to be for a period of twelve (12) months beginning on the effective date of the resultant contract. The Sheriff's Office may choose to exercise four (4) optional twelve (12) month renewals (each a "Renewal Term").

3.10 References and Company Profile: Each Bidder must include a minimum of three (3) references from clients that Bidder has performed like services for, and include contact information for each reference.

3.11 Evaluation Process and Criteria: A bid submitted in accordance with this IFB will be evaluated for award by the Scoring Committee. A bid may be disqualified at any time during the evaluation process for failure to meet any terms or conditions contained anywhere in this IFB. Failure to include all required information may result in a Proposal being disqualified.

The Sheriff's Office may conduct investigations, as it deems necessary, to determine the capabilities of the Vendor to comply with the terms of the IFB. The Vendor shall furnish such data to the County if requested for this purpose. The Sheriff's Office reserves the right to reject any offer if the evidence submitted by the Vendor or the investigation of the Vendor fails to satisfy the Sheriff's Office that the Vendor is properly qualified to provide the services and/or goods contemplated, required, or offered in its proposal, or if the overall proposal response is deemed non-compliant. Waller County may request information sufficient to determine Vendor's ability to comply with delivery schedules.

The Sheriff's Office will evaluate all proposals to ensure all mandatory requirements are met.

All expenses associated with the submittal of any bid will be borne by the Bidder.

All bids are subject to negotiations by the Sheriff's Office. All proposals that have been submitted shall be available and open for public inspection after the contract is awarded except for trade secrets or confidential information contained in the proposals and identified as such.

In regards to Vendor's past performance, among other factors, the Sheriff's Office may consider a Vendor's breach of contractual obligation on any other contract awarded to Vendor. The Sheriff's Office may also consider whether Vendor has successfully completed performance under a prior contract with the Sheriff's Office or County in conformity with the contract price as originally agreed upon.

The Sheriff's Office reserves the right to reject any and all submitted bids. In that event, a new IFB may or may not be extended.

Bids will be evaluated according the following criteria:

Evaluation Criteria:

1. Whether the contract provides for a fixed rate of return combined with a sales growth incentive	20 points
2. The menu items offered, and the price of the items	20 points
3. The value, as measured by a best value standard, and benefits to inmates and the commissary, as offered by the provider	20 points
4. Safety and security procedures to be performed by the provider	20 points
5. The provider's performance record, including service availability, reliability, and efficiency	20 points