



PUBLIC ANNOUNCEMENT AND GENERAL INFORMATION

WILLIAMSON COUNTY PURCHASING DEPARTMENT SOLICITATION

Jail Commissary Service For Williamson County Sheriff

**PROPOSALS MUST BE RECEIVED ON OR
BEFORE:**

Jul 8, 2016 3:00:00 PM CDT

**PROPOSALS WILL BE PUBLICLY
OPENED:**

Jul 8, 2016 3:00:00 PM CDT

Notice is hereby given that sealed Proposals for the above-mentioned goods and/or services will be accepted by the Williamson County Purchasing Department. Williamson County uses BidSync to distribute and receive proposals. Specifications for this RFP may be obtained by registering at www.bidsync.com.

Williamson County prefers and requests electronic submittal of this proposal.

All electronic proposals must be submitted via: www.bidsync.com

All interested Respondents are invited to submit a Proposal in accordance with the Instructions and General Requirements, Proposal Format, Proposal Specifications, and Definitions, Terms and Conditions stated in this RFP.

Respondents are strongly encouraged to carefully read this entire RFP.

Electronic proposals are requested, however paper proposals will currently still be received, until further notice and may be mailed or delivered to the address listed below.

Please note that a complete package must be submitted choosing one of the above two methods.

Split packages submitted will be considered "unresponsive" and will not be accepted or evaluated.

- ✓ If mailed or delivered in person, Proposals and Proposal addenda are to be delivered in sealed envelope on or before the submittal deadline, as noted in the 'Public Announcement and General Information' listed above for this RFP, to:

Williamson County Purchasing Department
Attn: **PROPOSAL NAME AND NUMBER**
901 South Austin Avenue
Georgetown, Texas 78626

- ✓ Respondents should list the Proposal Number, Proposal Name, Name and Address of Respondent, and the Date of the Proposal opening on the outside of the box or envelope and note "Sealed Proposal Enclosed."
- ✓ Respondent should submit one (1) original; **AND** one (1) CD **OR** (1) USB copy of the Proposal.
- ✓ **Williamson County will not accept any Proposals received after the submittal deadline, and shall return such Proposals unopened to the Respondent.**
- ✓ Williamson County will not accept any responsibility for Proposals being delivered by third party carriers.
- ✓ Facsimile transmittals will NOT be accepted.
- ✓ Proposals will be publicly opened in a manner to avoid public disclosure of contents; however, names of Respondents will be read aloud.
- ✓ All submitted questions with their answers will be posted and updated on www.bidsync.com.
- ✓ It is the Respondent's responsibility to review all documents in BidSync including any addenda that may have been added after the document packet was originally released and posted.
- ✓ Any addenda and/or other information relevant to the RFP will be posted on www.bidsync.com.
- ✓ The Williamson County Purchasing Department takes no responsibility to ensure any interested Respondent has obtained any outstanding addenda or additional information.
- ✓ Williamson County will NOT be responsible for unmarked or improperly marked envelopes.

Bid 1605-084

Jail Commissary Service For Williamson County Sheriff

Bid Number **1605-084**
Bid Title **Jail Commissary Service For Williamson County Sheriff**

Bid Start Date **In Held**
Bid End Date **Jul 8, 2016 3:00:00 PM CDT**
Question & Answer **Jul 6, 2016 5:00:00 PM CDT**
End Date

Bid Contact **Kurt Showalter**
 512-943-1359
 Kshowalter@wilco.org

Contract Duration **3 years**
Contract Renewal **2 annual renewals**
Prices Good for **1 year**
Pre-Bid Conference **Jun 22, 2016 10:30:00 AM CDT**
 Attendance is optional
 Location: Williamson County Sheriff's Office
 508 S. Rock St.
 Georgetown, TX 78626

Bid Comments **Jail Commissary Service For Williamson County Sheriff**

Item Response Form

Item **1605-084-01-01 - Please Attach All Proposal Documents To This Line**
Quantity **1 each**
Unit Price
Delivery Location **Williamson County, Texas**
 No Location Specified

Qty 1

Description

Please Attach All Proposal Documents To This Line

1. RESPONSE FORMAT AND SUBMISSION

1.1 Introduction

Each Proposal submitted in response to this RFP should clearly reference those numbered sections of this RFP that require a response. Failure to arrange the Proposal as requested may result in the disqualification of the Proposal.

Though there is not a page limit for Proposals, to save natural resources including paper, and to allow Williamson County staff to efficiently evaluate all submitted Proposals, Williamson County requests that Proposals be orderly, concise, but comprehensive in providing the requested information. Conciseness and clarity of content are emphasized and encouraged. If mailed or delivered in person, please limit additional, non-requested information.

Please provide your Proposal response using:

1. 8 ½" x 11" pages, inclusive of any cover letter or supporting materials
2. The least amount of plastic/laminate or other non-recyclable binding materials
3. Single-sided printing

Vague and general Proposals will be considered non-responsive, and may, at County's sole discretion, result in disqualification. Proposals must be legible and complete. Failure to provide the required information may result in the disqualification of the Proposal. All pages of the Proposal should be numbered and the Proposal should contain an organized, paginated table of contents corresponding to the sections and pages of the Proposal.

1.2 Organization of Proposal Contents and Table of Contents

Each Proposal should be submitted with a table of contents that clearly identifies and denotes the location of each title and subtitle of the Proposal. Additionally, the table of contents should clearly identify and denote the location of all enclosures of the Proposal. The table of contents should follow the RFP's structure as much as is practical.

Each Proposal should be organized in the manner described below:

1. Transmittal Letter
2. Table of Contents
3. Executive Summary
4. Proposal Response to Criteria (see Specifications & Cost Proposal, Experience and Qualifications, References, Implementation Strategy)
5. Price Sheet
6. References: Identification of three (3) references within the last 4 years for which the Respondent is providing or has provided the goods and services (public sector) of the type requested, including the name, position, and telephone number of a contact person at each entity
7. Conflict of Interest Questionnaire
8. Proposal Affidavit and Addenda Acknowledgement
9. Signature Page
10. Attach your entities Sample Contract

1.3 Transmittal Letter

The Respondent should submit a Transmittal Letter that provides the following:

- a) Name and address of individual or business entity submitting the Proposal;
- b) Respondent's type of business entity (i.e., Corporation, General Partnership, Limited Partnership, LLC, etc.);
- c) Place of incorporation or organization, if applicable;
- d) Name and location of major offices and other facilities that relate to the Respondent's performance under the terms of this RFP;
- e) Name, address, business and fax number of the Respondent's principal contact person regarding all contractual matters relating to this RFP;
- f) The Respondent's Federal Employer Identification Number;
- g) A commitment by the Respondent to provide the services required by Williamson County;
- h) A statement that the Proposal is valid for ninety (90) calendar days from the deadline for submittal of Proposals to Williamson County (Any Proposal containing a term of less than ninety (90) calendar days for acceptance, may at Williamson County's sole discretion, be rejected as non-responsive.);

If the Proposal being submitted will have an effect on air quality for Williamson County (as it relates to any state, federal, or voluntary air quality standard), then the Respondent is encouraged to provide information in narrative indicating the anticipated air quality impact.

The Transmittal Letter should be signed by a person legally authorized to bind the Respondent to the representations in the Transmittal Letter and Proposal. In the case of a joint Proposal, each party must sign the Transmittal Letter.

1.4 Executive Summary

The Respondent should provide an Executive Summary of its Proposal that asserts that the Respondent is providing in its response all of the requirements of this RFP. The Executive Summary must represent a full and concise summary of the contents of the Proposal

The Executive Summary should not include any information concerning the cost of the Proposal.

The Respondent should identify any services and/or goods that are provided beyond those specifically requested. If the Respondent is providing services and/or goods that do not meet the specific requirements of this RFP, but in the opinion of the Respondent are equivalent or superior to those specifically requested, any such differences should be noted in the Executive Summary. However, the Respondent must realize that failure to provide the services specifically required may, at Williamson County's sole discretion, result in disqualification of the Proposal.

The Respondent also should indicate why it believes that it is the most qualified Respondent to provide the services described in this RFP. The Successful Respondent must demonstrate extensive experience in and understanding required in order to carry out the intent of this project. The Respondent should describe in detail the current and historical experience the Respondent and its subcontractors have that would be relevant to completing the project. References must contain the name of key contacts and a telephone number. The Respondent should briefly state why it believes its proposed services and/or goods best meet Williamson County's needs and RFP requirements, and the Respondent also should concisely describe any additional features, aspects, or advantages of its services and/or goods in any relevant area not covered elsewhere in its Proposal.

1.5 Conflict of Interest

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

As of January 1, 2006, Respondents are responsible for complying with Local Government Code Title 5, Subtitle C, Chapter 176. Additional information may be obtained from the Williamson County website at the following link:

<http://www.wilco.org/CountyDepartments/Purchasing/ConflictofInterestDisclosure/tabid/689/language/en-US/Default.aspx>

Each Respondent must disclose any existing or potential conflict of interest relative to the performance of the requirements of this RFP. Examples of potential conflicts may include an existing business or personal relationship between the Respondent, its principal, or any affiliate or subcontractor, with Williamson County or any other entity or person involved in any way in the project that is the subject of this RFP. Similarly, any personal or business relationship between the Respondent, the principals, or any affiliate or subcontractor, with any employee or official of Williamson 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 Williamson County employees or officials may be cause for termination. Williamson County will decide if an actual or perceived conflict should result in Proposal disqualification.

By submitting a Proposal in response to this RFP, all Respondents affirm that 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 Williamson County public servant or any employee, official or representative of same, in connection with this procurement.

Each Respondent must provide a Conflict of Interest Statement in accordance with this RFP.

1.6 Certificate of Interested Parties

As of January 1, 2016, Respondents are responsible for complying with the Texas Government Code Section 2252.908. The law states that Williamson County may not enter into certain contracts with a Respondent unless the Respondent submits a disclosure of interested parties to Williamson County at the time the Respondent submits the signed contract to Williamson County.

The disclosure requirement applies to any contract of Williamson County entered into on or after January 1, 2016 that either:

1. requires an action or vote by the Commissioners Court (all contracts that fall under the jurisdiction of Commissioners Court approval such as contracts resulting from an IFB, RFP, RFQ etc. excluding but not limited to certain Juvenile Services contracts, contracts funded with Sheriff's seized funds monies etc.) before the contract may be signed
2. has a value of at least \$1 million.

Note: Since the majority of contracts with Williamson County require approval by the Commissioners Court, this form will most likely be required to be supplied.

On January 1, 2016, the Texas Ethics Commission made available on its website a new filing application that must be used to file Form 1295.

Information regarding how to use the filing application is available on the Texas Ethics Commission website at the following link:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

A Respondent must:

1. use the online application to process the required information on Form 1295
2. print a copy of the form which will contain a unique certification number
3. an authorized agent of the Respondent must sign the printed copy of the form
4. and have the form notarized
5. the completed Form 1295 and certification of filing must be filed (scanning and emailing form is sufficient) with Williamson County at the time the signed contract is submitted for Commissioners Court approval.

After Commissioners Court award of the contract, Williamson County must:

1. notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 and certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from Williamson County.

1.7 Ethics

The Respondent shall not accept or offer gifts or anything of value nor enter into any business arrangement with any employee, official or agent of Williamson County.

1.8 Delivery of Proposals

Williamson County uses BidSync to distribute and receive bids and proposals. Bids can be submitted electronically through BidSync or by hard copy. Refer to www.bidsync.com for further information.

If mailed or delivered in person, Proposals and Proposal addenda are to be delivered in sealed envelope on or before the submittal deadline, as noted in the 'Public Announcement and General Information' listed above for this RFP, to:

Williamson County Purchasing Department Attn:

PROPOSAL NAME AND NUMBER

901 South Austin Avenue Georgetown,
Texas 78626

Williamson County will not accept any Proposals received after the submittal deadline, and shall return such Proposals unopened to the Respondent.

Williamson County will not accept any responsibility for Proposals being delivered by third party carriers.

Respondent should submit **one (1) original, two (2) paper copies** and **one (1) CD or (1) USB** copy of the Proposal. Proposals will be opened publicly in a manner to avoid public disclosure of contents; however, names of Respondents will be read aloud. Respondents should list the Proposal Number, Proposal Name, Name and Address of Respondent, and the Date of the Proposal opening on the outside of the box or envelope and note "Sealed Bid Enclosed."

2.1 INSTRUCTIONS AND GENERAL REQUIREMENTS

Read this document carefully. Follow all instructions and requirements. You are responsible for fulfilling all requirements and specifications. Be sure you have a clear understanding of this RFP.

General requirements apply to all advertised RFPs; however, these may be superseded, in whole or in part, by the Proposal Specifications, Addenda issued as a part of this RFP and Modifications issued as a part of this RFP. Be sure your Proposal package is complete.

2.2 Ambiguity, Conflict, or other Errors in the RFP

If Respondent discovers any ambiguity, conflict, discrepancy, omission or other error in this RFP, Respondent shall immediately notify Williamson County Purchasing Department of such error in writing and request modification or clarification of the document. Modifications will be made by issuing Addenda. If the Respondent fails to notify Williamson County prior to the date and time fixed for submission of Proposals of an error or ambiguity in the RFP known to Respondent, or an error or ambiguity that reasonably should have been known to Respondent, then Respondent shall be deemed to have waived the error or ambiguity or its later resolution.

Williamson County may also modify the RFP, no later than 48 hours prior to the date and time fixed for submission of Proposals, by issuance of an Addendum. All addenda will be numbered consecutively, beginning with 1.

2.3 Notification of Most Current Address

Respondents in receipt of this RFP shall notify the Williamson County Purchasing Department of any address changes, contact person changes, and/or telephone number changes no later than 48 hours prior to the date and time fixed for submission of Proposals.

2.4 Proposal Preparation Cost

Cost of developing Proposals is entirely the responsibility of Respondents and shall not be charged to Williamson County.

2.5 Signature of Respondent

A Transmittal Letter, which shall be considered an integral part of the Proposal, shall be signed by an individual who is authorized to bind the Respondent contractually.

If the Respondent is a Corporation or Limited Liability Company, the legal name of the Corporation or Limited Liability Company shall be provided together with the signature of the officer or officers authorized to sign on behalf of such entity.

If the Respondent is a General Partnership, the true name of the firm shall be provided with the signature of each partner authorized to sign.

If the Respondent is a Limited Partnership, the name of the Limited Partner's General Partner shall be provided with the signature of the officer authorized to sign on behalf of the General Partner.

If the Respondent is a Sole Proprietor(s) (individual), each Sole Proprietor(s) shall sign.

If signature is by an agent, other than the Sole Proprietor(s) or an officer of a Corporation, Limited Liability Company, General Partner or a member of a General Partnership, a power of attorney or equivalent document must be submitted to the Williamson County Purchasing Department prior to contract award.

2.6 Assumed Business Name

If the Respondent operates business under an Assumed Business Name, the Respondent must have on file with the Williamson County Clerk a current Assumed Name Certificate and provide a file marked copy of same prior to contract award.

2.7 Economy of Presentation

Proposals should not contain promotional or display materials, except as they may directly answer in whole or in part questions contained in the RFP. Such exhibits shall be clearly marked with the applicable reference number of the question in the RFP. Proposals must address the technical requirements as specified in the RFP. All questions posed by the RFP must be answered concisely and clearly. Proposals that do not address each criterion may be, at the sole discretion of Williamson County, rejected and not considered.

2.8 Proposal Obligation

The contents of the RFP, Proposal and any clarification thereof submitted by the Successful Respondent shall become part of the contractual obligation and incorporated by reference into the Contract and any ensuing agreement.

2.9 Compliance with RFP Specifications

It is intended that this RFP describe the requirements and the response format in sufficient detail to secure comparable Proposals. Failure to comply with all provisions of the RFP may, at the sole discretion of Williamson County, result in disqualification.

2.10 Evaluation

Williamson County reserves the right to use all pertinent information (also learned from sources other than disclosed in the RFP process) that might affect Williamson County's judgment as to the appropriateness of an award to the best evaluated Respondent. This information may be appended to the Proposal evaluation process results. Information on a Respondent from reliable sources, and not within the Respondent's Proposal, may also be noted and made part of the evaluation file. Williamson County shall have sole discretion for determining the reliability of the source. Williamson County reserves the right to conduct written and/or oral discussions/interviews after the Proposal opening. The purpose of such discussions/interviews is to provide clarification and/or additional information to make an award that is in the best interest of Williamson County.

2.11 Withdrawal of Proposal

The Respondent may withdraw its Proposal by submitting a written request over the signature of an authorized individual, as described herein above, to the Williamson County Purchasing Department any time prior to the submission deadline. The Respondent may thereafter submit a new Proposal prior to the deadline. Withdrawal of a Proposal after the deadline will be subject to written approval of the Williamson County Purchasing Agent.

2.12 Responsibility

It is expected that a Respondent will be able to affirmatively demonstrate Respondent's responsibility. Respondent should be able to meet the following requirements:

- a) have adequate financial resources, or the ability to obtain such resources as required;
- b) be able to comply with the required or proposed delivery schedule;
- c) have a satisfactory record of performance; and
- d) be otherwise qualified and eligible to receive an award.

Williamson County may request representation and other information sufficient to determine Respondent's ability to meet these minimum standards listed above.

2.13 Purchase Orders

If required by the Williamson County Purchasing Department, a purchase order(s) may be generated to the Successful Respondent for goods and/or services. If a purchase order is issued, the purchase order number must appear on all itemized invoices and/or requests for payment.

2.14 Silence of Specifications

The apparent silence of any RFP specifications 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 practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

2.15 References

Williamson County requires Respondent to supply a list of at least three (3) references within the last 4 years where like services and/or goods have been supplied by Respondent if Respondent has not done business with the County within the past five (5) years.

3.1 DEFINITIONS, TERMS AND CONDITIONS

3.2 Definitions

- a) "Addenda" – Means any written or graphic instruments issued by Williamson County prior to the consideration of Proposals which modify or interpret the Proposal Documents by additions, deletions, clarifications, or corrections.
- b) "Agreement" – The Successful Respondent may be required by Williamson County to sign an additional Agreement containing terms necessary to ensure compliance with the RFP and Respondent's Proposal. Such ensuing Agreement shall contain the Proposal Specifications, Terms and Conditions that are derived from the RFP.
- c) "Contract" – This RFP and the Proposal of the Successful Respondent shall become a contract between the Successful Respondent and Williamson County once the Successful Respondent's Proposal is properly accepted by the Williamson County Commissioners Court (sometimes referred to herein as the "Commissioners Court").
- d) "Proposal Documents" – The Legal Notice, RFP including attachments, and any Addenda issued by Williamson County prior to the consideration of any Proposals.
- e) "Proposal" – Is a complete, properly signed Proposal submitted in accordance with this RFP which is irrevocable during the specified period for evaluation and acceptance of Proposals.
- f) "Respondent" – A person or entity who submits a Proposal in response to this RFP.
- g) "RFP" – Refers to this document, together with the attachments thereto and any future addenda issued by Williamson County.
- h) "Successful Respondent" – The responsible Respondent who, in Williamson County's sole opinion, submits the Proposal which is in the best interest of Williamson County, taking into account factors identified herein and to whom Williamson County intends to award the Contract.

3.3 TERMS AND CONDITIONS

3.3.1 Venue and Governing Law

Respondent hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this RFP, the Contract and any ensuing Agreement shall lie exclusively in either Williamson County, Texas or in the Austin Division of the Western Federal District of Texas, and the parties hereto expressly consent and submit to such jurisdiction. Furthermore, except to the extent that this RFP, the Contract and any ensuing Agreement is governed by the laws of the United States, this RFP, the Contract and any ensuing Agreement shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

3.3.2 Incorporation by Reference and Precedence

The Contract shall be derived from (1) the RFP and its Addenda; and (2) the Respondent's Proposal. In the event of a dispute under the Contract, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence: (1) the RFP and its Addenda; and (2) the Respondent's Proposal.

In the event Williamson County requires that an ensuing Agreement be executed following award and a dispute arises between terms and conditions of the ensuing Agreement, (2) the RFP, and its Addenda; and (3) the Respondent's Proposal, applicable documents will be referred to for the purpose of Clarification or for additional detail in the following order of precedence: (1) terms and conditions of the ensuing Agreement and its Addenda, (2) the RFP and its Addenda; and (3) the Respondent's Proposal.

3.3.3 Ownership of Proposal

Each Proposal shall become the property of Williamson County upon submittal and will not be returned to Respondents unless received after the submittal deadline.

3.3.4 Disqualification of Respondent

Upon signing and submittal of the Proposal, a Respondent offering to sell supplies, materials, services, or equipment to Williamson County certifies that the Respondent has not violated the antitrust laws of this state codified in Section 15.01, et seq, Business & Commerce Code, or the Federal Antitrust Laws, and has not communicated directly or indirectly the offer made to any competitor or any other person engaged in such line of business. Any or all Proposals may be rejected if Williamson County believes that collusion exists among the Respondents.

3.3.5 Funding

County intends to budget and make sufficient funds available and authorize funds for expenditure to finance the costs of the Contract. Respondents understand and agree that the County's payment of amounts under the Contract shall be contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to make payments under the Contract.

3.3.6 Assignment, Successors and Assigns

The Successful Respondent may not assign, sell, or otherwise transfer the Contract or any other rights or interests obtained under the Contract without written permission of the Williamson County Commissioners Court. The Contract and any ensuing Agreement shall be binding upon and inure to the benefit of the contracting parties and their respective successors and permitted assigns.

3.3.7 Implied Requirements

Products and services not specifically described or required in the RFP, but which are necessary to provide the functional capabilities described by the Respondent, shall be deemed to be implied and included in the Proposal.

3.3.8 Termination

- a) **Termination for Cause:** Williamson County reserves the right to terminate the Contract and/or any ensuing Agreement for default if the Successful Respondent breaches any of the RFP Specifications, Terms and Conditions, including warranties of Respondent, if any, or if the Successful Respondent becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies Williamson County may have at law or in equity or as may otherwise be provided herein. 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 other requirements to Williamson County's satisfaction, and/or to meet all other obligations and requirements.
- b) **Termination for Convenience:** Williamson County may terminate the Contract and/or any ensuing Agreement for convenience and without cause or further liability, upon ninety (90) calendar day's written notice to Successful Respondent. In the event Williamson County exercises its right to terminate without cause, it is understood and agreed that only the amounts due to the Successful Respondent for goods, commodities and/or services provided and expenses incurred to and including the date of termination, will be due and payable. No penalty will be assessed for Williamson County's termination for convenience.

3.2.9 Non-Performance

It is the objective of Williamson County to obtain complete and satisfactory performance of the requirements set forth herein. In addition to any other remedies available at law, in equity or that may be set out herein, failure to perform may result in a deduction of payment equal to the amount of the goods and/or services that were not provided and/or performed to the County's satisfaction. In the event of such non-performance, the County shall have the right, but shall not be obligated, to complete the services itself or by others and/or purchase the goods from other sources. If the County elects to acquire the goods or perform the services itself or by others, pursuant to the foregoing, the Successful Respondent shall reimburse the County, within ten (10) calendar days of demand, for all costs incurred by the County (including, without limitation, applicable, general, and administrative expenses, and field overhead, and the cost of necessary equipment, materials, and field labor) in correcting the nonperformance which the Successful Respondent fails to meet pursuant to the requirements set out herein. In the event the Successful Respondent refuses to reimburse the County as set out in this provision, County shall have the right to deduct such reimbursement amounts from any amounts that may be then owing or that may become owing in the future to the Successful Respondent.

3.2.10 Proprietary Information and Texas Public Information Act

All material submitted to the County shall become public property and subject to the Texas Public Information Act upon receipt. If a Respondent does not desire proprietary information in the Proposal to be disclosed, each page must be clearly identified and marked proprietary at time of submittal or, more preferably, all proprietary information may be placed in a folder or appendix and be clearly identified and marked as being 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. Failure to clearly identify and mark information as being proprietary as set forth under this provision will result in all unmarked information being deemed non-proprietary and available to the public. For all information that has not been clearly identified and marked as proprietary by the Respondent, the County may choose to place such information on the County's website and/or a similar public database without obtaining any type of prior consent from the Respondent.

To the extent, if any, that any provision in this RFP or in the Respondent's Proposal is in conflict with Tex. Gov't Code 552.001 et seq., as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that Williamson County, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or data furnished to Williamson County as to whether or not the same are available to the public. It is further understood that Williamson County's officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that Williamson 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 Williamson County by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

3.2.11 Right to Audit

Successful Respondent agrees that Williamson County or its duly authorized representatives shall, until the expiration of three (3) years after termination or expiration of the Contract and/or the ensuing Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of Successful Respondent, which are directly pertinent to the services to be performed or goods to be delivered for the purposes of making audits, examinations, excerpts and transcriptions. Successful Respondent agrees that Williamson County shall have access during normal working hours to all necessary facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. Williamson County shall give Successful Respondent reasonable advance notice of intended audits.

3.2.12 Inspections and Testing

Williamson County reserves the right to inspect and test equipment, supplies, material(s) and goods for quality and compliance with this RFP, and ability to meet the needs of the user. Demonstration units must be available for review. Should the goods or services fail to meet requirements and/or be unavailable for evaluation, Williamson County can deem the Respondent to be in breach and terminate the Contract and/or any ensuing Agreement(s).

3.2.13 Proposal Preparation Cost

Cost of developing Proposals is entirely the responsibility of Respondents and shall not be charged to Williamson County. There is no expressed or implied obligation for Williamson County to reimburse Respondents for any expense incurred in preparing a Proposal in response to this RFP and Williamson County will not reimburse Respondents for such expenses.

3.2.14 Indemnification

SUCCESSFUL RESPONDENT SHALL INDEMNIFY, DEFEND AND SAVE HARMLESS WILLIAMSON COUNTY, ITS OFFICIALS, EMPLOYEES, AGENTS AND AGENTS' EMPLOYEES FROM AND AGAINST ALL CLAIMS, LIABILITY, AND EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES, ARISING FROM ACTIVITIES OF RESPONDENT, ITS AGENTS, SERVANTS OR EMPLOYEES, PERFORMED HEREUNDER THAT RESULT FROM THE NEGLIGENT ACT, ERROR, OR OMISSION OF RESPONDENT OR ANY OF RESPONDENT'S AGENTS, SERVANTS OR EMPLOYEES, AS WELL AS ALL CLAIMS OF LOSS OR DAMAGE TO THE RESPONDENT'S AND WILLIAMSON COUNTY'S PROPERTY, EQUIPMENT, AND/OR SUPPLIES.

FURTHERMORE, WILLIAMSON COUNTY, ITS OFFICIALS, EMPLOYEES, AGENTS AND AGENTS' EMPLOYEES SHALL NOT BE LIABLE FOR DAMAGES TO THE SUCCESSFUL RESPONDENT ARISING FROM ANY ACT OF ANY THIRD PARTY, INCLUDING, BUT NOT BEING LIMITED TO THEFT. SUCCESSFUL RESPONDENT FURTHER AGREES TO INDEMNIFY, DEFEND AND SAVE HARMLESS WILLIAMSON COUNTY FROM, ITS OFFICIALS, EMPLOYEES, AGENTS AND AGENTS' EMPLOYEES AGAINST ALL CLAIMS OF WHATEVER NATURE ARISING FROM ANY ACCIDENT, INJURY, OR DAMAGE WHATSOEVER CAUSED TO ANY PERSON OR TO THE PROPERTY OF ANY PERSON OCCURRING IN RELATION TO SUCCESSFUL RESPONDENT'S PERFORMANCE OF ANY SERVICES REQUESTED HEREUNDER DURING THE TERM OF THE CONTRACT AND/OR ANY ENSUING AGREEMENT.

SUCCESSFUL RESPONDENT SHALL TIMELY REPORT ALL CLAIMS, DEMANDS, SUITS, ACTIONS, PROCEEDINGS, LIENS OR JUDGMENTS TO WILLIAMSON COUNTY AND SHALL, UPON THE RECEIPT OF ANY CLAIM, DEMAND, SUIT, ACTION, PROCEEDING, LIEN OR JUDGMENT, NOT LATER THAN THE FIFTEENTH (15TH) DAY OF EACH MONTH; PROVIDE WILLIAMSON COUNTY WITH A WRITTEN REPORT ON EACH SUCH MATTER, SETTING FORTH THE STATUS OF EACH MATTER, THE SCHEDULE OR PLANNED PROCEEDINGS WITH RESPECT TO EACH MATTER AND THE COOPERATION OR ASSISTANCE, IF ANY, OF WILLIAMSON COUNTY REQUIRED BY SUCCESSFUL RESPONDENT IN THE DEFENSE OF EACH MATTER. SUCCESSFUL RESPONDENT'S DUTY TO DEFEND, INDEMNIFY AND HOLD WILLIAMSON COUNTY HARMLESS SHALL BE ABSOLUTE. IT SHALL NOT ABATE OR END BY REASON OF THE EXPIRATION OR TERMINATION OF THE CONTRACT AND/OR ANY ENSUING AGREEMENT UNLESS OTHERWISE AGREED BY WILLIAMSON 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 NO MATTER WHEN THEY ARISE.

IN THE EVENT OF ANY DISPUTE BETWEEN THE PARTIES AS TO WHETHER A CLAIM, DEMAND, SUIT, ACTION, PROCEEDING, LIEN OR JUDGMENT APPEARS TO HAVE BEEN CAUSED BY OR APPEARS TO HAVE ARISEN OUT OF OR IN CONNECTION WITH ACTS OR OMISSIONS OF WILLIAMSON COUNTY, RESPONDENT SHALL NEVER-THE-LESS FULLY DEFEND SUCH CLAIM, DEMAND, SUIT, ACTION, PROCEEDING, LIEN OR JUDGMENT UNTIL AND UNLESS

THERE IS A DETERMINATION BY A COURT OF COMPETENT JURISDICTION THAT THE ACTS AND OMISSIONS OF RESPONDENT ARE NOT AT ISSUE IN THE MATTER.

SUCCESSFUL RESPONDENT'S INDEMNIFICATION SHALL COVER, AND SUCCESSFUL RESPONDENT AGREES TO INDEMNIFY WILLIAMSON COUNTY, IN THE EVENT WILLIAMSON COUNTY IS FOUND TO HAVE BEEN NEGLIGENT FOR HAVING SELECTED SUCCESSFUL RESPONDENT TO PERFORM THE WORK DESCRIBED IN THIS REQUEST. THE PROVISION BY SUCCESSFUL RESPONDENT OF INSURANCE SHALL NOT LIMIT THE LIABILITY OF SUCCESSFUL RESPONDENT UNDER THE CONTRACT AND/OR ANY ENSUING AGREEMENT.

3.2.15 Waiver of Subrogation

Successful Respondent and Successful Respondent's insurance carrier waive any and all rights whatsoever with regard to subrogation against Williamson County as an indirect party to any suit arising out of personal or property damages resulting from the Respondent's performance under this Contract and any ensuing Agreement.

3.2.16 Relationship of the Parties

The Successful Respondent shall be an independent contractor and shall assume all of the rights, obligations, liabilities, applicable to it as such independent contractor hereunder and any provisions herein which may appear to give County the right to direct the Successful Respondent as to details of doing work herein covered or to exercise a measure of control over the work shall be deemed to mean that the Successful Respondent shall follow the desires of County in the results of the work only. County shall not retain or have the right to control the Successful Respondent's means, methods or details pertaining to the Successful Respondent's performance of the work. County and the Successful Respondent hereby agree and declare that the Successful Respondent is an independent contractor and as such meets the qualifications of an "Independent Contractor" under Texas Workers Compensation Act, Texas Labor Code, Section 406.141, that the Successful Respondent is not an employee of County, and that the Successful Respondent and its employees, agents and sub- contractors shall not be entitled to workers compensation coverage or any other type of insurance coverage held by County.

3.2.17 Sole Provider

The Successful Respondent agrees and acknowledges that it shall not be considered a sole provider of the goods and/or services described herein and that Williamson County may contract with other providers of such goods and/or services if Williamson County deems, at its sole discretion, that multiple providers of the same goods and/or services will serve the best interest of Williamson County.

3.2.18 Force Majeure

If the party obligated to perform is prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of said party, the other party shall grant such party relief from the performance. 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.

3.2.19 Severability

If any provision of this RFP, the Contract or any ensuing Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision thereof, but rather the entire RFP, Contract or any ensuing Agreement will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligation of the parties shall be construed and enforced in accordance therewith. The parties acknowledge that if any provision of this RFP, the Contract or any ensuing Agreement is determined to be invalid or unenforceable, it is the desire and intention of each that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, give effect to the intent of this RFP, the Contract or any ensuing Agreement and be deemed to be validated and enforceable.

3.2.20 Equal Opportunity

Neither party shall discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.

3.2.21 Notice

Any notice to be given shall be in writing and may be affected by personal delivery or by registered or certified mail, return receipt requested, addressed to the proper party, at the following address:

Williamson County Purchasing Department
Max Bricka, Purchasing Agent (or successor)
901 S Austin Ave.
Georgetown, Texas 78626

Respondent: Address set out in Respondent's Transmittal Letter

Notices given in accordance with this provision shall be effective upon (i) receipt by the party to which notice is given, or (ii) on the third (3rd) calendar day following mailing, whichever occurs first.

3.2.22 Sales and Use Tax Exemption

Williamson County is a corporate and politic under the laws of the State of Texas and claims exemption from sales and use taxes under Texas Tax Code Ann. § 151.309, as amended, and the services and/or goods subject hereof are being secured for use by Williamson County.

3.2.23 Compliance with Laws

Williamson County and Successful Respondent shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of the Contract and any ensuing Agreement, including, without limitation, Workers' Compensation laws, salary and wage statutes and regulations, licensing laws and regulations. When required, the Successful Respondent shall furnish the County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

3.2.24 Incorporation of Exhibits, Appendices and Attachments

All of the Exhibits, Appendices and Attachments referred to herein be incorporated by reference as if set forth verbatim herein.

3.2.25 No Waiver of Immunities

Nothing herein shall be deemed to waive, modify or amend any legal defense available at law or in equity to Williamson County, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. Williamson County does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

3.2.26 No Waiver

The failure or delay of any party to enforce at any time or any period of time any of the provisions of this RFP, the Contract or any ensuing Agreement shall not constitute a present or future waiver of such provisions nor the right of either party to enforce each and every provision. Furthermore, no term or provision shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether expressed or implied, shall not constitute a consent to, waiver of or excuse for any other, different or subsequent breach.

3.2.27 Current Revenues

The obligations of the parties under the Contract and any ensuing Agreement do not constitute a general obligation or indebtedness for which County is obligated to levy, pledge, or collect any of taxation. It is understood and agreed that Williamson County shall have the right to terminate the Contract and any ensuing Agreement at the end of any Williamson County fiscal year if the governing of Williamson County does not appropriate sufficient funds as determined by Williamson County's budget for the fiscal year in question. Williamson County may affect such termination by giving written notice of termination to the Successful Respondent at the end of its then-current fiscal year.

3.2.28 Binding Effect

This Contract and any ensuing Agreement shall be binding upon and inure to the benefit of the parties and their respective permitted assigns and successors.

3.2.29 Assignment

The Successful Respondent's interest and duties hereunder may not be assigned or delegated to a third party without the express written consent of Williamson County.

Successful Respondent shall perform all services and/or provide all goods, as well as those reasonably inferable and necessary for completion and provision of the services and goods required hereunder. The Successful Respondent shall keep the County informed of the progress and quality of the services and/or goods to be provided. Successful Respondent agrees and acknowledges that County is relying on Successful Respondent's represented expertise and ability to provide the goods and/or services described herein. Successful Respondent 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 County in accordance with County's requirements and procedures. Successful Respondent'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 Successful Respondent be released from any liability by reason of such approval by the County, it being understood that the County at all times is ultimately relying upon the Successful Respondent's skill and knowledge in performing the services and providing any goods required hereunder.

3.2.31 Contractual Development

The Williamson County Commissioners Court may award the Contract on the basis of the initial Proposals received, without any further or additional discussions. Therefore, each initial Proposal should contain the Respondent's best terms and offer. The contents of the RFP and the selected Proposal will become an integral part of the Contract, but may be modified, at Williamson County's sole discretion, by provisions of an ensuing Agreement. Therefore, the Respondent must agree to inclusion in an ensuing Agreement of the Proposal Specifications, Terms and Conditions of this RFP. Williamson County may, at its discretion, opt to conduct further discussions with responsible offerors and request the highest ranked firm's Best and Final Offer.

3.2.32 Entire Agreement

The Contract and any ensuing Agreement shall supersede all prior Agreements, written or oral between the Successful Respondent and County and shall constitute the entire Agreement and understanding between the parties with respect to the services and/or goods to be provided. Each of the provisions herein shall be binding upon the parties and may not be waived, modified amended or altered except by writing signed by the Successful Respondent and County.

3.2.33 Survivability

All applicable agreements that were entered into between Respondent and Williamson County under the terms and conditions of the Contract and/or any ensuing Agreement shall survive the expiration or termination thereof for ninety (90) days unless a new contract has been awarded.

3.2.34 Payment

County's payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date County receives the goods under the Contract; (2) the date the performance of the service under the Contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

In the event that an error appears in an invoice submitted by Successful Respondent, County shall notify Successful Respondent of the error not later than the twenty first (21st) day after the date County receives the invoice. If the error is resolved in favor of Successful Respondent, Successful Respondent shall be entitled to receive interest on the unpaid balance of the invoice submitted by Successful Respondent beginning on the date that the payment for the invoice became overdue. If the error is resolved in favor of the County, Successful Respondent shall submit a corrected invoice that must be paid in accordance within the time set forth above. The unpaid balance accrues interest as provided by

Chapter 2251 of the Texas Government Code if the corrected invoice is not paid by the appropriate date. As a minimum, invoices shall include:

- Name, address, and telephone number of Successful Respondent and similar information in the event the payment is to be made to a different address
- County contract, Purchase Order, and/or delivery order number
- Identification of items or service as outlined in the Contract
- Quantity or quantities, applicable unit prices, total prices, and total amount
- Any additional payment information which may be called for by the Contract

Payment inquiries should be directed to the Williamson County Auditor's Office,

Accounts Payable Department: accountspayable@wilco.org, (512) 943-1500.

3.2.35 Contractual Formation and Ensuing Agreement

The RFP and the Respondent's Proposal, when properly accepted by the Williamson County Commissioners Court, shall constitute a contract equally binding between the Successful Respondent and Williamson County. The Successful Respondent may be required by Williamson County to sign an additional Agreement containing terms necessary to ensure compliance with the RFP and Respondent's Proposal.

THE RESPONDENT'S PROPOSAL SHOULD INCLUDE A SAMPLE CONTRACT, ANY OR ALL ADDITIONAL AGREEMENTS OR TERMS AND CONDITIONS AT THE TIME THE RESPONDENT'S PROPOSAL IS SUBMITTED USING SEPARATE ATTACHED DOCUMENTS FOR THE COUNTY'S REVIEW AND CONSIDERATION.

3.2.36 Legal Liability Information

The Successful Bidder shall disclose all legal liability information by listing any pending litigation or anticipated litigation that your firm 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. Williamson County reserves the right to consider legal liability information in the recommendation of any proposed contract to the Williamson County Commissioners Court.

3.2.37 Confidentiality

Respondent 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 and it will not disclose any information to unauthorized third parties, and will take care to guard the security of the information at all times.

Williamson County Sheriff's Office Jail Commissary Service Proposal Specifications

The Sheriff is requesting proposals for Off-Site Commissary Services. These services must include a computerized Trust Fund Accounting System.

Williamson County Jail's primary objective is for a contract commissary to operate in an efficient and effective manner maintaining the security of the Williamson County Jail and to obtain a quality Trust Fund Accounting System adequate to meet the requirements of the Proposal.

The costs related to the commissary services and the Trust Fund Accounting System should be covered in the selling prices of the commissary products to the inmates. The prices of the commissary items must fall within a reasonable, market price philosophy and provide a profit to the County.

The best overall proposal will be determined in meeting the specifications, qualifications, requirements, and standards in this Request for Proposal, in addition to the product menu with item selling prices, and the commission rate that is to be paid to the County.

Please provide proposal responses to all of the specifications, qualifications, requirements and standards listed below.

1. References

a. Total Number of Facilities and Inmates Served

- i. Vendor should provide a total number of accounts and inmates served for each service/technology requested (ex. Bagged offsite commissary service, deposit services, debit card release) in Texas

b. Mandatory Minimum Commissary References

- i. The vendor must provide a minimum of 5 references, of current bagged offsite operations
- ii. Name, contact, number, ADP, and a brief summary of the operation and services provided should be included.

c. Minimum In-State Required References

- i. Vendor must provide commissary services to a minimum of 5 facilities in the state of Texas. Name, contact, number, ADP, and a brief summary of the operation and services provided should be included.
- ii. Each reference will be graded on various performance criteria such as: quality of services, quality of product, quality of services verses a previous vendor, staffing sufficiency and efficiencies, technology/services promised vs. technology/services provided and quality of integration or technology services.

2. Operations

a. On-Site Employees

- i. The vendor's on-site management and staff must be dedicated exclusively to the purpose of providing commissary services.
- ii. Vendor must staff 1 full-time onsite manager dedicated to commissary services at Williamson County only.

b. Start-Up / Transition Plan

- i. Vendor shall provide a startup/transition plan which details and provides time frames for all proposed services, systems, software, labor, and equipment.
- ii. The Vendor must provide references and past experience that demonstrate the vendor's ability to successfully perform the proposed startup/transition plan.

c. Operational Plan

- i. Orders will be processed via Phone Order Entry- PIN Based
- ii. Orders to be printed, processed and delivered from vendor owned distribution center in Texas within 200 miles of the Williamson County Jail.
- iii. Vendor shall include in their references at least 5 similar size operations to Williamson County in Texas serviced from an offsite warehouse location

- iv. Vendor shall provide a detailed operational plan and schedule for processing and delivering the weekly commissary orders, in a complete and timely manner.
- v. Accompanying this must be information from a facility with a similar plan that the vendor has operated.
- vi. A contact name and number from the facility must be included.

d. Back – Up Plan

- i. Vendor shall describe its' backup plan in the event of an interruption in the following areas and/or services:
 - a. Primary facility
 - b. Inventory
 - c. Distribution (transportation)
 - d. Receiving and shipping
 - e. Computer technology and hardware
 - f. Management staff
 - g. Employee staff (order processing and delivery)
 - h. On-site staff

e. Employee Hiring Practices

- i. The vendor must describe their hiring practices for employees which will service the facility including on-site staff and warehouse staff, including but not limited to the following:
 - a. Number of staff
 - b. Years of service
 - c. Experience and qualifications
 - d. Employee retention/turnover
 - e. Rates of pay, bonus plans/incentives
 - f. Departments, number of staffing, supervision, and management
 - g. Job descriptions
 - h. Background checks
 - i. Drug testing

3. Warehouse

a. Warehouse Security

- i. Vendor should provide warehouse security procedures including how many points of access are open to the warehouse, security systems utilized, security access to the warehouse, internal and external camera systems utilized, employee policies and procedures, employee hiring policies (drug tests, background checks, credit checks, etc.), security measures taken on contraband products (tobacco, if stored at the warehouse, tools utilized by workers, etc.), outside vendor access points to the warehouse, etc.
- ii. Vendor receiving, packaging and shipping areas should be monitored by a closed circuit television system at all times. All videos should provide a date and time stamp and the ability to identify staff.

b. Capabilities

- i. Vendors should provide the vital statistics of the warehouse that will service the facility.
 1. Square footage
 2. Time the vendor has operated
 3. Number of employees including management. Include a organizational chart
 4. Average daily inventory value
 5. Number of total products carried in the warehouse
- ii. Vendor must provide locations, size, and daily inventory value of back up warehouses to be used for product in the case of an emergency.
- iii. Servicing warehouse must be located within 200 miles of the facility

c. Site Visit

- i. Site visit to vendor servicing warehouse will be allowed to facility staff to verify the responses to the requirements above.

d. Increase/Product Changes

- i. Vendor must maintain the commissary pricing submitted for the first year of the contract.
- ii. Increases in commissary product pricing will only be allowed on anniversary dates of the contract renewal starting on year one of the contract. Price increases will be made only after the facility has reviewed the suggested increases and approved said suggestions. The facility reserves the right to reduce the increases or deny increases that are viewed as exorbitant.
- iii. The facility and the awarded vendor should meet annually or as needed to review product offerings and permit product changes with approval. Products are continuously improving and being enhanced, with this policy, the facility can be assured they have the most advanced and security friendly products in the market

4. Products

- a. Product should be conducive to a correctional environment.
- b. Preference should be given to products that have clear packaging, are re-sealable and packaged in pouches. Should be noted on the required price form
- c. No metal, glass or alcohol should be used in any products.
- d. Vendors should have a dedicated product development team with a proven track record for developing new products that coincide with the mission and goals of the facility.
- e. Vendor should provide a list of products they have developed specifically for the correctional marketplace to include the manufacturers and contacts that they worked with to develop these products.
- f. Vendors must have the proven ability, resources, and distribution network to maintain sufficient inventory for a bid of this size and scope.
- g. Vendor should provide the commissary skus it inventories at the pulling warehouse and the daily inventory in dollars. This will ensure product diversity and ample stock to reduce product out-of-stocks.
- h. Vendor must be able to provide a vast selection of both name brand and private label products to ensure product quality and affordability for all inmates.

5. Technology

a. Integrations

- i. Vendor shall provide previous experience in successfully integrating with jail management system Odyssey (Tyler Technology) at no cost to Williamson County
- ii. Vendor must have an existing interface with Odyssey.
- iii. Two computer workstations and two printers must be provided to facility staff.

6. POE- Phone Order Entry Commissary Operations and Phone Time Purchases

- a. Commissary vendor agrees to interface commissary and/or banking software to process real-time Debit calling time purchases with County ITS contractor. This interface must allow inmates to place Debit calls using funds in their inmate trust account, without the need to establish a separate Debit calling account. Sufficient funds to place a phone call must be verified and placed on hold before each call is connected, and then transferred from the trust account to the ITS in real time, immediately upon completion of each call, and in the exact amount of the call. Rounding or transferring funds in whole-dollar increments will not be permitted, except in the event that the actual cost of a completed call is a whole dollar amount. In no case will funds be transferred before the conclusion of the phone call, and there must never be a need to issue a refund from the ITS to the inmate trust account for unused funds.
- b. This interface must also allow for automated commissary ordering over the phone, using automated operator prompts to enable inmates to make commissary purchases using any standard inmate telephone. The commissary ordering module must confirm sufficient funds in the inmate's trust account before allowing a sale to occur.
- c. Vendor should provide a list of all facilities where current utilizing POE commissary operations are in place, list should include: name of facility, ADP, contact name and number.

7. Deposit Services

- a. Deposit Kiosk – vendor must provide standalone floor model kiosk to the county at no cost.
 - 1. The kiosk should be able to accept cash and credit/debit card deposits by friends and family members of inmates to be located in the jail public lobby.
 - 2. The kiosk must be equipped with a camera to capture picture of each depositor.
 - 3. The deposits must post in the Jail's Inmate Accounting system in real time.
 - 4. All funds deposited must be guaranteed by the vendor.
 - 5. All costs of the hardware and installation are the winning Vendors responsibility. The Jail will be responsible for the electrical and data drop cost.
- b. Deposit Kiosk questions
 - i. Who collects the funds from the kiosk and how often are these funds picked up?
 - ii. Does the deposit kiosk provide a receipt to the depositor?
 - iii. Does the deposit kiosk identify or take pictures of depositors?
 - iv. Describe the location and staffing for your call center.
 - v. What are the service fees charged to the depositor?
- c. Alternate Service Deposit Methods
 - i. Vendor must provide alternate service deposit methods for family and friends of inmates to post monies to inmate accounts. The following must be available:
- d. Phone
 - i. A call center using a 1-800 number in which family and friends can use a credit card to deposit funds into an inmate's account.

The call center must be bilingual (English & Spanish) and call center

e. Internet

- i. Designated website for family and friends to use a credit or debit card to deposit funds directly to an inmate's account

8. Release Cards

a. Debit Release RFP Specs

- i. Debit release cards must carry the MasterCard® or Visa® logo.
- ii. Debit release card must be FDIC insured.
- iii. Service must provide immediate access to funds.
- iv. Release cards must provide the ability to make both pin based and signature based transactions.
- v. Both pin based and signature based transactions must be free of charge to the cardholder.
- vi. Release cards must allow a FREE cash back option with a Point of Sale Purchase.
- vii. Release cards must allow for Access to surcharge Free ATMs. (from provider)
- viii. Release cards must allow for the removal of the entire card balance by visiting any financial institution that is a MasterCard principal member.
- ix. Release cards must have a toll-free customer service number located on the card. Customer service must be bi-lingual and accessible 24x7x365.
- x. Release cards must have 24x7x365 account access.
- xi. Facility staff must be able to access a secure website for the purpose of loading the inmate funds onto a debit release card.
- xii. Vendor must provide a card swipe that will allow the facility staff to populate the debit card number on the website to reduce human error.
- xiii. Facility must have access to reporting needs 24x7x365 via the secure website.
- xiv. The debit release card program must be offered at no cost to the Agency.
- xv. Release cards must be able to load a maximum of \$9,900.00.

- xvi. A Minimum load balance of \$.01.
- xvii. If reported lost, the provider can de-activate card and send them the remaining balance at time of deactivation to the inmate.

9. Data

- a. Vendor must provide the ability for authorized staff to see connections between inmates and senders and transaction history.
- b. Tool must automatically be applied to all payment and messaging information.
- c. Tool must provide the facility with the sender's email address, street address, and total messages sent and total deposits made as well as who else they have sent messages to or deposited money to. It must also provide the sender's computer IP address.
- d. Tool must be a web based program so authorized facility staff are able to view from their own desktop computer 24/7.
- e. Information must be provided online in real time.

10. Inmate Accounting Software Specifications

- a. The vendor must employ its own in-house staff and provide current staffing levels employed to perform the following services in support of the Inmate Trust and Commissary Software System.
 - i. 24 x 7 x 365 First Contact Support
 - ii. Level 2 – Escalation Support
 - iii. Data Center Services Support
 - iv. Project Management and Training Support
 - v. Engineering and Software Defect Support
- b. Vendor must own and support their software

Regardless of the method of order entry all of the following commissary controls must be available.

Type of Restriction	Description	Example	Scope
Quantity per order	Any Item may be restricted to any quantity.	For instance, any inmate may be restricted to no more than 2 2-pack Tylenols per order	Per inmate, per order
Quantity per time span	In addition to the quantity per order restriction, any item may be restricted to any quantity over any time span in days.	For instance, any inmate may be restricted to no more than 4 2-pack Tylenols over a 60-day period	Per inmate, per item, per time span
Orders per time span	Any inmate may be restricted from placing any number of commissary orders over any time span in days.	For instance, any inmate may be restricted to no more than four orders in thirty days	Per inmate, per time span
Disallowed item	Any item may be restricted entirely from a given inmate	For instance, any inmate may have smoked sausage restricted entirely so that none may be ordered	Per inmate, per item
Category Quantity Restriction	Any inmate may be restricted to a given quantity of a collection of related items	For instance, any inmate may be restricted to ordering up to 7 candy items	Per inmate, per category
Category Age Restriction	Any inmate may be completely restricted from ordering a class of items on account of age	For instance, any inmate less than 19 years of age may be restricted entirely from purchasing tobacco products	Per inmate, per category
Spending Limit Restriction	Any inmate may be restricted to a maximum dollar amount to be spent per order	For instance, any inmate may be limited to spending no more than \$50 per order	Per inmate, per order
Spending Limit over timespan	Any inmate may be restricted to a maximum dollar amount to be spent per week or month	For instance, any inmate may be limited to spending no more than \$50 per order and no more than \$150 per month	Per inmate, per timespan
Spending Limit Override	Any inmate may be granted a spending limit override to order a given item	For instance, any inmate may be allowed to spend up to \$40 on a tennis shoes, which amount does not contribute	Per inmate, Per item

		to the spending limit for the rest of the items ordered	
Restriction Grid by Housing Location, Gender and / or Age	Entire restriction grids including combinations of any of the above restrictions can be applied automatically during the scan process based upon an inmate's location in the facility, gender or age	For example, an inmate in a female only pod can be automatically assigned to a female restriction profile without user intervention.	Per inmate, Per grid
Indigent Items	Indigent purchasing requires both the item and the inmate to be classified as indigent. Commissary indigent inmate classification is determined instantaneously at time of order based on the current balance, indigent item purchasing may be controlled both at time of order and over a timespan	For example, an inmate with a current balance of \$2.25 may be classified as indigent at time of order, but the indigent items desired may be restricted to one per order or one every 14-days, etc.	Per Inmate, Per grid, Per item

11. The Inmate Banking System must have at minimum the following features and controls

a. Authorization Controls

- i. Separately authorize-able functions ranging from access to groups of accounting transactions to cash management and GL functions to inmate property controls.
- ii. Independent user authorization IDs that can be added to user-defined groups for ease of management and change control
- iii. Application idle timeouts with automated logoff
- iv. Independent workstation authorizations that can be added to workstation groups to limit activities in sensitive areas such as cash handling, check writing
- v. Inquiry only modes to prevent unauthorized updates to inmate and/or General Ledger Accounts
- vi. Each financial transaction retains the user id, station id, timestamp, and unique numeric record key.

b. Active Real Time General Ledger

- i. Access controlled by user ID and station ID
- ii. Enforced Dual Entry Accounting
- iii. Summarization of transaction amounts by month, year
- iv. Trial Balance from any date to any date

c. Check Register and Bank Reconciliation

- i. Ability to use pre-numbered or blank check stock
- ii. Ability to record bank account, routing, and check ID with magnetic ink printing technologies to ensure that all checks recorded to the system are printed from the system
- iii. Simple and Advanced on-line query capabilities including dollar ranges, date ranges, check number ranges, payee wild card search, inmate issuing check, and transaction type
- iv. Ability to update status to cleared, voided, expired
- v. Automated Bank to Book Reconciliation with the ability to record and retain bank opening and closing balances and dates, documents cleared, bank charges and credits.
- vi. Positive pay check issue transfer to allow bank to flag possibly fraudulent checks
- vii. Automated bank reconciliation capabilities to receive check and deposit status in electronic format from bank

d. Transaction Controls

- i. Ability to set out of range transaction warnings
- ii. Ability to apply holds to suspect deposits
- iii. Ability to limit the transaction types viewable from data entry panels based on user ID and station ID
- iv. Automated account close features to avoid errors in applying closing amounts
- v. Ability to Encumber funds for Release Aid
- vi. Pending commissary order amounts reserved to avoid over-spending the inmate's balance

e. Integrity and Audit Trail

- i. Each financial transaction relating to an inmate account must include at minimum the inmate's account code and the date, amount, timestamp, workstation ID, officer ID, description, receipt number, cross-reference to related transactions (e.g. recoverable, bank reconciliation, general journal, etc), and the transaction code (e.g. DEPCASH, DEPMO money order, EPR electronic commissary purchase, ERF refund, CHECK, etc.

[these transaction codes must be both unlimited and 100 percent user definable]).

f. Real-Time General Ledger

- i. The software must provide an unlimited number of user defined accounting transactions and an unlimited number of user defined General Ledger Accounts. This enables the establishment of both a Chart of Accounts and standardized transaction events that affect these accounts, including adjusting and closing entries, transfers from subsidiary ledger accounts to General Ledger Accounts, clearing accounts that can accept closing entries at the end of an accounting period.

g. Journal Structure and Fiscal Periods

- i. Transactions related to inmate accounts must be summarized in the General Journal under a single master account, viewable and printable at various user screens throughout the Inmate Accounts module and subject to ad hoc query capabilities.
- ii. General Journal transactions must be grouped by Account in the General Journal and summarized by month and year.
- iii. Using the trial balance feature of the General Journal, transactions must be capable of being grouped and reported on for any time span, including accounting periods asynchronous to common calendar spans such as months and years.
- iv. For example, the GL Trial Balance Feature may be employed to group transactions by a Fiscal year such as October 01, 2006 - September 30, 2007, or into smaller accounting periods such as five-week 'months' for reporting purposes.
- v. General Journal reporting must also be context sensitive, such that users can produce reports based on multi-selected line items in summary or detail amounts at the General Journal View.

h. Encumbered Funds for Release

- i. The Banking system must allow the facility to create and fund one or more encumbered funds pools for reserving monies per inmate to be disbursed either at time of release or for other future financial

- obligations.
 - ii. Encumbering of Funds must be available as a percentage of incoming deposits
 - iii. Encumbering and Releasing of funds must also have a manual override to allow for on-demand encumbrances and payments from encumbered funds
- i. Financial Responsibility for Court Ordered Payments
- i. The Banking system must allow the facility to create financial responsibility contracts and assign them to inmate accounts for the purpose of charging the inmate for recurring financial obligations
- j. Recoverable Transactions and Inmate Debts
- i. The Banking system must allow the facility to charge any number of user-defined read-only flows of Intake, Release, and Housing information from the OMS/JMS system
 - ii. File Based
 - iii. Real Time
 - iv. Read-only flows of Inmate identification, funds balance, housing and privilege level information from the OMS/JMS system to the Commissary system. In turn the Commissary system forwards inmate purchase and refund transaction information to the OMS/JMS inmate banking system.
 - v. File Based
 - vi. Real Time
 - vii. Centralized Secure flows of information from the Inmate Banking System to on-line depositors for inmate lookup. In turn secure flows of deposit information from the Centralized service to the Inmate banking system for both individual deposits and ACH transfers
 - viii. IVR phone interface / connection between premise-based or centralized phone system and commissary order entry system
 - ix. Phone debit interface / connection between premise-based or centralized phone system and Inmate Banking system

- x. Sales export / import interface between commissary system and the inmate phone funding system
- xi. Recoverable transactions (including but not limited to Indigent Purchases) to an inmates account when the inmate does not have the funds to make payment for the charge.
- xii. The Banking system must create a receivable account for each inmate and track this account until full payment is made.
- xiii. The Banking System must recover based on the facility's rules, any funds that are owed to the facility at various points as transactions occur.
 - a. Payment at Charge Time – Any given recoverable type may be enabled to collect all or part of the amount assessed at the time of the assessment. If the inmate has no money in his or her personal account, the amount of the assessment will be stored as a recoverable amount. If only a portion of the assessment was collected, the uncollected portion will remain as a recoverable amount.
 - b. Future Collection of Unpaid Amounts - Amounts uncollected at charge time may be recovered from future deposits based on a percentage of the deposit, prioritized by assessment type or by a percentage allocation to various assessment types. The user may also set a minimum balance to be retained to allow for commissary or other purchases and disbursements
 - c. On-Demand Collection – The Inmate Banking System will allow the authorized user to selectively recover unpaid amounts from the current inmate account balance.
 - d. Collection at Time of release – Remaining uncollected recoverable amounts may be collected during the account closeout process, also prioritized by charge type.
 - e. Collection at Time of Reinstatement – Remaining uncollected recoverable amounts may be collected during reinstatement should the inmate return to the facility at a future date
 - f. Recovered amounts must be accumulated in a real time General Ledger account. From the collected GL account(s) users of the system may disburse a check to clear the balance owed to the State or other service providers or authorities.

12. Texas Commission on Jail Standards Guidelines

- a. Each proposer shall certify the following in its proposal submission:
- i. The Sheriff or a member of his immediate family does not have an actual or potential financial interest in the contract subject of this proposal, including prospective employment of a contract participant or family member.
 - ii. The Sheriff has not solicited or received personal gifts or gratuities from the proposer.
 - iii. The Sheriff has not been employed by, or agreed to work for, the proposer, while still holding the office of Williamson County Sheriff.
 - iv. To proposer's knowledge, the Sheriff has granted all competitive suppliers equal consideration insofar as state statute, county and institutional policy permit.
 - v. To proposer's knowledge and to the extent the Sheriff has had past business dealings with the proposer, the Sheriff has conducted such business with the proposer in an atmosphere of good faith, devoid of intentional misrepresentation.
 - vi. The proposer knows and will obey the letter and spirit of laws governing commissary contracts in Texas.
 - vii. The proposer will make every reasonable effort to negotiate equitable and mutually agreeable settlements of controversies with the Sheriff if such proposer is the successful proposer.
 - viii. The proposer will treat with discretion all information obtained in confidence.
 - ix. Make the contract subject of this proposal accessible to the public as a public document.
 - x. Agree to yearly audit of the commissary fund by the county auditor and/or outside audit firm, as set forth above.
 - xi. The proposer shall foster fair, ethical and legal trade practices.

13. Commissions

The Williamson County Sheriff's Office shall receive monthly commissions from the successful proposer based on monthly net sales less any refunds, allowances, or adjustments for return services. Net sales are defined as gross sales less any applicable sales tax and items sold at or near costs (i.e., stamps, stamped envelopes). The successful proposer shall provide any documentation reasonably requested by the Sheriff or the County Auditor to support the calculation of commissions.

Gross receipts shall be construed to be all monies received from the sales of merchandise, products or services, less any refunds, allowances, or adjustments for returns, defective or unsatisfactory merchandise, product or service, and applicable sales taxes.

The proposer shall notify the Sheriff, in writing, of any requested adjustment to the contract unit prices. Per the Sheriff's approval, price adjustments will be made. The written notification must include the effective date of the adjustment and provide documentation justifying said increase or decrease.

Commissions must be paid monthly or at a mutually agreed upon interval with the Sheriff.

14. Special Provisions

- a. The Williamson County Sheriff's Office does not guarantee the purchase of any minimum quantities.
- b. In the event the successful proposer is unable to furnish any item within a reasonable time after order is placed, the Sheriff reserves the right to spot purchase these items from the source of their choice without causing this contract to be canceled.
- c. Commissary items considered shall be descriptive, not restrictive, and is indicative of the type and quality the office desires to purchase. Substitution items of like quality shall be approved by the Sheriff and/or his designee prior to substitution otherwise stated the Sheriff shall assume the vendor shall supply the items as listed.
- d. The County will not be responsible for buying any items of excessive stock upon termination of this contract.
- e. The successful proposer is required to immediately notify the Sheriff of product liability warnings or notices.
- f. Items offered in the commissary must meet the following specifications
- g. Food items shall be wrapped/packaged and dated for individual consumption.
- h. All containers shall be made of non-breakable material and clear where available.
- i. Combs and hair picks shall be made of non-breakable plastic no longer than six (6) inches.
- j. All consumable products shall be nonalcoholic (mouthwash etc.)

- k. The successful proposer shall provide a method of handling "restocking" for items that have been ordered but received after the inmate has been released.

15. Evaluation Criteria

Overall Menu Pricing (20 points)

Responses to Specifications (40 points)

Commission to County Jail (30 points)

Years of Experience in Corrections Environment (10 points)

16. Miscellaneous Provisions

In addition to the Terms and Conditions set forth in the Request for Proposals, the following Miscellaneous Provisions shall apply:

- a. In the event this contract is terminated by either party, the time frame must be such that there is no disruption of service between the termination of the existing services and the implementation of an alternate commissary service.
- b. Contractor's personnel who have criminal histories and/or ties or associations with known criminals will be disqualified. The Sheriff has the right to refuse to allow an employee of the successful proposer to work inside of the Williamson County Jail should the Sheriff believe that he/she is a security risk.
- c. The Williamson County Sheriff's Office reserves the right to inspect the stock for contraband at any time before acceptance and/or during deliveries to the inmates. Introduction into the Williamson County Jail of contraband or prohibited items in any way will be cause for immediate termination without notice.
- d. Facilitating or assisting an escape or escape attempt will be cause for immediate termination of without notice.
- e. Any notice to be given hereunder shall be in writing and may be affected by personal delivery, in writing or by registered or certified mail, return receipt requested, addressed to the proper party, at the following address:

Sheriff: Williamson County Sheriff
508 South Rock Street
Georgetown, Texas 78626

Proposer: At the address provided in the proposer's
proposal

- f. By submitting a proposal in response to this Request for Proposal, proposer represents and warrants to Williamson County and the Sheriff that it possesses the legal authority to enter into this contract and that it has taken all actions necessary to exercise that authority and to lawfully authorize the proposer's signatory to bind proposer to the terms hereof; and that he/she is duly authorized to contract on behalf of proposer.
- g. This contract may be amended only by written instrument signed by the Sheriff and the successful proposer. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE SHERIFF HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS CONTRACT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE SHERIFF.

PROPOSAL AFFIDAVIT

This form must be completed, signed, notarized and returned with Proposal package

The undersigned certifies that the RFP and the Respondent's Proposal have been carefully reviewed and are submitted as correct and final. Respondent further certifies and agrees to furnish any and/or all goods and/or services upon which prices are extended at the price Proposal, and upon the conditions contained in the RFP.

STATE OF

COUNTY OF

BEFORE ME, the undersigned authority, a Notary Public in and for the State of , on this day

personally appeared , (*Name of Signer*), who after being by me duly sworn,

did depose and say: "I, , (*Name of Signer*) am a duly authorized officer of/agent

for (*Name of Respondent*) and have been duly authorized to execute the

foregoing on behalf of the said (*Name of Respondent*).

I hereby certify that the foregoing Proposal has not been prepared in collusion with any other Respondent or other person or persons engaged in the same line of business prior to the official opening of this Proposal. Further, I certify that the Respondent is not now, nor has been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination, to control the price of services/commodities Proposal on, or to influence any person or persons to submit a Proposal or not to submit a Proposal thereon."

Name of Respondent:

Address of Respondent:

Email:

Telephone#:

By:

Printed Name:

Title:

SUBSCRIBED AND SWORN to before me by the above-named

on this the day of , 20.

Notary Public in and for

The State of _____

SIGNATURE AND NOTARY NOT REQUIRED IF COMPLETING IN BIDSYNC ELECTRONICALLY.

CONFLICT OF INTEREST QUESTIONNAIRE**For vendor or other person doing business with local governmental entity****Form CIQ**

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 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.

OFFICE USE ONLY

Date Received

1

Name of person doing business with local governmental entity.

2

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

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

	5
	6

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.

	5
	6

CONFLICT OF INTEREST QUESTIONNAIRE **For vendor or other person doing business with local governmental entity**

Form CIQ
Page 2

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 other 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.

	5
	6

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

	5
	6

7

Signature of person doing business with the governmental entity

Date

Signature not required if completing in BIDSYNC electronically.

Bidder References

List the last (3) companies or governmental agencies, where the same or similar goods and/or services as contained in this IFB package, were recently provided by Bidder.

Reference 1

Client Name:

Location:

Contact Name:

Title:

Phone:

E-mail

Contract Date To:

Contract Date From:

Contract Value: \$

Scope of Work:

	5
	6

Reference 2

Client Name:

Location:

Contact Name:

Title:

Phone:

E-mail

Contract Date To:

Contract Date From:

Contract Value: \$

Scope of Work:

	5
	6

Reference 3

Client Name:

Location:

Contact Name:

Title:

Phone:

E-mail

Contract Date To:

Contract Date From:

Contract Value: \$

Scope of Work:

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<div></div>	<div>6</div>

Question and Answers for Bid #1605-084 - Jail Commissary Service For Williamson County Sheriff

Overall Bid Questions

There are no questions associated with this bid.