



**INVITATION TO BID 10-566-032**  
**Wise County, Texas**

**BID TITLE:** *Commissary Service*

**SEALED BIDS WILL BE RECEIVED UNTIL:** *10:00 a.m. central time, Thursday, April 29, 2010*

**RETURN BIDS TO:**

*Wise County Asset Control Office  
400 W Walnut, Decatur, or  
P.O. Box 952, Decatur, TX 76234*

*All bids must be submitted in a sealed envelope on the enclosed bid form and received on or before the time specified above. The bid envelope must have a return address in the upper left hand corner and the bid name and number in the lower left hand corner.*

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**SCOPE**

Wise County is accepting formal sealed bids for a contract for commissary service for the Wise County Jail inmates.

This contract will be effective from May 1, 2010 through September 30, 2010.

The contract will include 5 additional 1-year extensions to be exercised at the discretion of Commissioners' Court each budget year.

This contract may be canceled with 30 days written notification by either party to the other.

**SPECIFICATIONS**

It is the intent of these specifications to describe Commissary Service for inmates.

Any catalog, brand name, or manufacturer's reference used in describing an item is merely descriptive and not restrictive unless otherwise noted, and is used only to indicate type and quality of material. Vendors must state exactly what they intend to furnish. If vendor takes no exception to specifications or reference data, vendor will be required to furnish items as specified in the bid.

The successful vendor must provide, purchase, and be responsible for all the inventory of the items mutually agreed upon between the County and the vendor.

The successful vendor must provide all necessary insurance and licenses.

The successful vendor must have a proven history in providing commissary services to County jails and provide proof of corporate and financial liability through references, corporate rating services, and financial accountability.

The successful vendor must provide evidence of a drug free work environment.

The successful vendor must package each order individually and ship, at no cost to the County, for delivery or offer onsite cart service.

Vendor must furnish to Wise County one computer, software, hardware, including printer and scanner, a designated phone line, programming capable of interfacing with the Wise County Sheriff's Office detention program. Must timely address computer problems when reported. Contact Randy Joy at 940-626-2277 email [joyr@sheriff.co.wise.tx.us](mailto:joyr@sheriff.co.wise.tx.us) for technical information.

The successful vendor must provide a complete inmate trust fund accounting software package.

The successful vendor must provide continuing support for the systems throughout the length of the contract period, including enhancements, at no additional cost to the County.

All vendors must describe their software program and make certain that it includes at least the following:

The software package must allow the County to add funds to the ITF, withdraw funds in the form of a check, close the ITF and generate a detailed statement, deduct commissary and other charges in a live environment, process credits and change inmate locations.

The software package must assign a permanent and unique identification number (book-in number) for each inmate's ITF, thereby allowing his ITF to be reopened.

The software package must allow the County to specify inmate information to control items purchased from the commissary through the computer system such as medical restrictions, gender control, age restrictions, disciplinary controls, etc.

The software package must provide at least three levels of security that should include control and tracking of transactions by individuals.

All software updates must be provided free of charge to the County throughout the length of the contract.

All the following reports must be furnished to the County:

1. Output of pick slips by location or by individual
2. Remote site orders and credits
3. Daily summary of sales by product on a single date
4. Period summary of sales by product from a date through a date
5. Cash balance report
6. Sales restrictions by indigence, gender, age, medical, and disciplinary groupings
7. Account balances report
8. Indigence report
9. History of an order for an account from a date through a date
10. Bail, fees, and other extra moneys

11. Locations above or below entered balances
12. All checkbook features-write, add, edit, void, print, deposit, and balance
13. Inactive accounts since a criterion date
14. Moved inmate list
15. Notes
16. Operators listed by name and account number

The successful vendor must provide a complete audit trail on all transactions.

The successful vendor must provide a method of handling back orders and restocking items that have been ordered for an inmate who has been released.

The successful vendor must provide two detailed weekly invoices for all products sold to each inmate.

In addition, the system must have verification that it meets generally accepted accounting principles so as to protect the County and the Sheriff's Office in case of suit brought by an inmate with regard to the handling of his personal funds.

The successful vendor and personnel from the Sheriff's Office will mutually agree upon the items to be carried in the commissary.

The successful vendor and personnel from the Sheriff's Office will periodically meet to discuss additions or deletions to the menu.

The successful vendor must keep the County apprised of new products' availability and the status of the current movement of inventory by item.

The successful vendor must, after the initial startup period, have at least a 98% order completion percentage, meaning no back orders.

The successful vendor must inform the County and get its approval for any substitution of product already agreed upon prior to its shipment to the County.

The successful vendor must carry products in the following categories:

1. Stationary and supplies
2. Candy, cookies, crackers, chips, and snacks
3. County approved personal hygiene items
4. Beverages (coffee, tea, cold drinks)
5. Clothing

The County reserves the right to determine the final retail selling price of all products to the inmates.

The successful vendor must ship all individual orders in clear plastic bags with two copies of that order's receipt on NCR type paper sealed within the bag or offer onsite cart service.

Delivery schedules must be adjusted to accommodate the holiday periods observed by the County.

The cost of delivery must be completely borne by the successful vendor.

The successful vendor must deliver the products on the day of or following the placement of the orders.

Delivery and Billing Address:

Wise County Jail  
Debra (DeDe) Taylor  
200 Rook Ramsey Dr.  
Decatur, TX 76234

The billings from the successful vendor must clearly delineate each type of product purchased during that period, along with the units purchased, and the unit price.

All products must be delivered to the jail.

All products must include required sales tax.

The successful vendor must guarantee delivery of all products requested regardless of seasonal availability or other issues.

The successful vendor must offer refund or exchange of product for all damaged and/or spoiled products.

Vendor agrees to promptly address inmate grievances regarding their services.

Vendor will not sell outdated commissary products. Vendor will not sell any items deemed by the Jail Administration or Sheriff as a threat to security and safety of the facility.

Prices should not be exorbitant as compared to other similar companies or convenience stores.

Any deviations from above must be stated in writing in the bid.

### **ESTIMATED QUANTITIES**

Because Wise County's jail population is very cyclical in nature, it is not feasible to offer prospective vendors actual quantities needed during the life of the contract. Approximate jail population currently is around 185 daily.

### **INSURANCE**

Vendors are required, at their own expense, to secure and furnish to Wise County, a Certificate of Insurance to cover public liability, property damage, medical, and vendor owned vehicle.

Wise County should be fully insured against liability imposed by law, or assumed under this agreement for injury to or death of any person, or loss of or damage to property arising directly for services to be performed by vendor hereunder with limits of not less than \$500,000.00 per any single occurrence, \$1,000.00 per employee medical, \$50,000.00 per fire damage limit and State limits on all vehicles.

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Invitation to Bid Commissary

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## **GENERAL CONTRACT TERMS AND CONDITIONS**

The contract price for this service must include all ancillary costs associated with the service.

The vendor must provide pricing (unit or lump sum) as requested on the bid form. Prices quoted shall remain firm for the period of the contract and shall include the cost of installation if required in the specifications, shipping, and delivery of item to the designated point.

On site employees of vendor must be acceptable to Wise County and subject to background investigation and subjected searches while on site. Vendor's employees must make themselves familiar with jail rules and Texas Jail Commission policies that apply to all visitors and volunteers within the secured area of the jail. Policies will be provided by the Jail Administrator.

The undersigned affirms they have familiarized themselves with the local conditions under which the work is to be performed and have satisfied themselves of matters that may be incidental to the work before submitting a bid.

Vendors must submit their bids on the attached forms.

Bids not submitted on these forms will be summarily disqualified.

### **Faxed or emailed bids will not be accepted.**

By submitting and signing the attached bid forms, each vendor is indicating that he has read and understood the instructions, terms, conditions, specifications, and invitation to bid and agrees to comply with and be bound by its precepts. Submission of a bid form shall constitute an offer on such terms that shall remain open and irrevocable until such time as a bid submitted on same has been accepted by the Commissioners' Court of Wise County, Texas. Acceptance of same by the Court shall create a contract between the parties based upon the instructions, terms, conditions, specifications, invitation to bid, and the bid forms.

Continuing non-performance of the vendor in terms of specifications shall be basis for termination of the contract by Wise County. Wise County shall not pay for work, equipment, or supplies that are unsatisfactory. Vendors will be given a reasonable opportunity before termination to correct the deficiencies. However, this shall in no way be construed as negating the basis for non-performance termination.

A Conflict of Interest Questionnaire and explanation has been included with this packet. If you have any questions about compliance, please consult your own legal counsel. Compliance is the individual responsibility of each individual, business, or agent who is subject to the laws filing requirements. If you are required to file a Conflict of Interest Questionnaire, the original signed questionnaire should be filed with the County Clerk's Office. **DO NOT INCLUDE THIS FORM WITH THE PACKET. IT WILL NOT BE FILED BY ASSET CONTROL.**

Wise County Clerk  
P.O. Box 359  
200 N Trinity  
Decatur, TX 76234  
940-627-3351

The bid analysis will include compliance to bid specifications, past performance with vendor, warranty, delivery time, and the overall cost to Wise County. Wise County reserves the right to consider deviations from these specifications. All bids meeting the intent of this invitation to bid will be considered for award. Vendors taking exception to the specifications, or offering substitutions, shall state these exceptions in the section provided or by attachment as part of the bid. The absence of such a list shall indicate that the vendor has not taken exceptions and shall hold the vendor responsible to perform in strict accordance with the specifications of the bid. Wise County Commissioners' Court reserves the right to accept any and all or none of the exception(s)/substitution(s) deemed to be in the best interest of the County.

Award, if any, will be made to the responsible vendor(s) submitting the highest and/or best commission prices for commissary and meeting all the requirements of the invitation to bid. All information required by the bid form must be furnished. To be determined will not be considered an answer. It should be understood by all vendors that Wise County reserves the right to reject bid submissions that do not meet the requirements of the invitation to bid and that do not contain all of the documentation detailed below.

1. Bid form completed in its entirety with all required documentation
2. Affidavit

Wise County reserves the right to accept and/or reject any and all bids for any reason whatsoever.

Wise County reserves the right to waive any minor technicalities.

### **ADDITIONAL NOTICE TO VENDORS**

BY RESOLUTION PASSED ON FEBRUARY 23, 2004, THE WISE COUNTY COMMISSIONERS' COURT RESERVES THE RIGHT TO REFUSE TO CONSIDER ANY BID SUBMITTED BY ANY PERSON OR ENTITY THAT IS CURRENTLY INDEBTED TO WISE COUNTY.

### **APPLICABLE DATES AND TIMES**

The bids will be received in the Wise County Asset Control Office at 400 W Walnut in Decatur, Texas, until 10:00 a.m. central time, Thursday, April 29, 2010.

The Wise County Asset Control Office will date and time receive stamp all bids upon their receipt.

The County assumes no responsibility for the timely delivery of any bid by anyone or any entity.

Those bids that come in after the above mentioned time will be summarily disqualified and will be left unopened unless it is necessary to open the bid envelope to return a bid bond or check.

No modifications may be made to bids after the time set for the bid opening. Bids may be withdrawn up to, but not after, the time set for bid opening.

The bids will be opened and publicly read in the County Asset Control Office at 10:00 a.m. central time, Thursday, April 29, 2010.

Bids will be considered for award in Wise County Commissioners' Court at the next regularly scheduled Commissioners' Court at the location posted on the agenda. All vendors are encouraged to be present at the awarding to defend and answer questions about their bid.

If due to inclement weather or any reason beyond our control the Asset Control Office is closed on the scheduled bid opening date or time, the bid opening date and time will be the same time on the first day the office is reopened for business. Should this be after the original Commissioners' Court date set for award, the award will be considered in the next scheduled Commissioners' Court after the opening.

For questions regarding this bid, please contact the Asset Control Office at 940-627-3312.

**TITLE**

The bid must be submitted in a sealed envelope with the following written on the outside lower left-hand corner of the envelope

**“COMMISSARY SERVICE, BID NO. 10-566-032”**

The bid envelope must also have the bidder's complete return address in the upper left-hand corner of the outside of the envelope.

WISE COUNTY, TEXAS  
COMMISSARY  
BID NO. 10-566-032

Vendors Name: Commissary Express

Address: 3002 South Haskell

Mailing Address: Same

City/State/Zip: Dallas, Texas 75223

Phone Number: (214) 240-1923 Fax Number: (214) 821-8310

Email: commissaryexpress@yahoo.com

Person to Contact: Sam Loria

Commission rate for commissary 32 % of gross sales

This form must be completed and returned with the following bid information requested and affidavit.

1. Proof of Insurance
2. References
3. Company History
4. Copy of operating license and medical certification where applicable
5. Procedures for dealing with inmate/staff complaints
6. Commissary product list

**Price must include any and all charges. Any extraneous fees or charges that will or may be invoiced to the County must be disclosed on this form. This includes, but is not limited to freight, fuel or travel surcharges, overtime rate, etc.**

Signature: 

Typed Name and Title: Sam Loria

Date: 4-19-10

STATE OF TEXAS (

COUNTY OF DALLAS (

**AFFIDAVIT**

**BEFORE ME**, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Sam Loria known to me to be the person whose name is subscribed to the following, who, after having first duly sworn, upon oath, did depose and say:

That the foregoing quote submitted by Commissary Express hereinafter called "Vendor" is the duly authorized agent of said company and that the person signing said quote has been duly authorized to execute the same. Vendor affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this quote in collusion with any other Vendor. The contents of this quote as to prices, terms or conditions of said quote have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this quote.

I am the affiant in the above-mentioned quote. I have personal knowledge of the facts contained in the foregoing statement and they are true and correct to the best of my knowledge and belief.

**FURTHER AFFIANT SAYETH NAUGHT.**

**Name and Address of Vendor:**

**Vendor:** Commissary Express, Inc.

**Signed by:** Sam Loria

**Address:** 3002 South Haskell, Dallas, Texas 75223

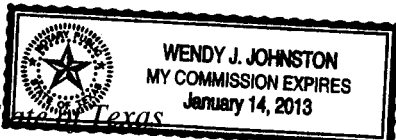
**Telephone:** 214-240-1923 **Date:** \_\_\_\_\_

Sam Loria  
**Affiant**

**Name:** Sam Loria

**Title:** President, CEO

SWORN TO AND SUBSCRIBED BEFORE ME THIS 16<sup>th</sup> day of April, 2010.



Wendy J. Johnston  
Notary Public in and for the State of Texas