

COUNTY OF CORYELL
REQUEST FOR PROPOSAL (RFP)

RFP # 2023-01

Jail Consulting Services

February 3, 2023

1. PURPOSE OF REQUEST FOR PROPOSAL (RFP)

Coryell County (County) hereby requests proposals from qualified persons or firms to offer consulting services regarding the needs of the Coryell County Jail, including items such as inmate population needs, staffing needs, space needs, and general jail administration.

2. INTRODUCTION

The County is a subdivision of the State of Texas. In keeping with its mandate to provide efficient and effective services, the County is now soliciting proposals from qualified and insured persons or firms to provide the services described herein. All proposals submitted in response to this solicitation must conform to all the requirements and specifications outlined within this document and any designated attachments in its entirety.

3. RFP INFORMATION AT A GLANCE

The Contact Person: Roger Miller, Coryell County Judge, 800 E. Main, Ste. A, Gatesville, Texas 76528, email: countyjudge@coryellcounty.org and cojudge_asst@coryellcounty.org.

How to Obtain the RFP Documents: Documents may be obtained from the County Judge's Office at 800 E. Main, Ste. A, Gatesville, Texas 76528, or from the Coryell County website at www.coryellcounty.org, under the tab "Notice to Bid and RFQ".

Deadline to Submit Questions: February 21, 2023, at 10:00 a.m.

Proposal Submittal Return and Deadline: February 28, 2023, at 10:00 a.m.

Anticipated Approval by Commissioners: March 14, 2023

4. COUNTY'S RESERVATION OF RIGHTS

The County reserves the right to:

- a. Reject any or all proposals, to waive any informality in the RFP process, or to terminate the RFP process at any time, if deemed by the County to be in its best interests.
- b. Not award a contract pursuant to this RFP.
- c. Terminate a contract awarded pursuant to this RFP, at any time for its convenience upon 30 days written notice to the successful proposer(s).
- d. Determine the days, hours, and locations that the successful proposer(s) shall provide the services called for in this RFP.
- e. The County reserves the right to negotiate a contract with the individual(s), firm(s), or organization(s) who provides the greatest benefit to the County, not necessarily the lowest price.
- f. Reject and not consider any proposal that does not meet the requirements of this RFP, including but not necessarily limited to incomplete proposals and/or proposals offering alternate or non-requested services.

- g. Have no obligation to compensate any proposer for any costs incurred in responding to this RFP.
- h. At any time during the RFP or contract process to prohibit any further participation by a proposer or reject any proposal submitted that does not conform to any of the requirements detailed herein. By downloading electronic RFP or RFQ, each prospective proposer is thereby agreeing to abide by all terms and conditions listed within this document and further agrees that he/she will inform the COUNTY in writing within five (5) days of the discovery of any item listed herein or of any item that is issued thereafter by COUNTY that he/she feels needs to be addressed. Failure to abide by this timeframe shall relieve COUNTY, but not the prospective proposer, of any responsibility pertaining to such issue.

5. SCOPE OF SERVICES

a. Consulting Services to Coryell County Jail.

The contractor will be asked to provide timely and expert information and opinions on the operation of the Coryell County Jail. This is to include addressing issues such as jail population overcrowding, space needs, staffing needs, staffing recruitment and retention, transportation, inmate medical care, review/revision of internal policies and procedures, and jail administration/organization.

6. PROPOSALS

- a. **Proposal Organization** - Each section of the printed proposal must have a tab separator with the title of the section included. The sections are detailed below.

Section 1- Proposal Overview: Section 1 must contain an overview of the subsequent sections of the proposal.

Section 2 - Profile of Individual or Firm: The Profile of Individual or Firm.

Section 3-Statement of Qualifications: Briefly state the qualifications of the firm. COUNTY requests that the description be as short as possible. The description should include the following:

- i. Identify each person who will work on the project and include a resume of his/her experience and qualifications.
- ii. Include a list of references for whom the firm has conducted similar work for. (Describe scope of work and contact person.)
- iii. Provide any additional information that will assist the County to evaluate the firm's "demonstrated capability" to perform the services and general responsiveness" to the RFP.
- iv. Include any other information that you consider essential to a fair evaluation of your firm's experience and capabilities.

Section 4 - Price Proposal: Detailed proposals must include the following:

- i. Description of services to be provided (see Scope of Services).
- ii. Approach to providing services including a proposed task schedule and time frame (term of contract).
- iii. Completed fixed price schedule.
- iv. Form of contract to be used if the firm is selected. (The contract must have a termination provision).
- v. Signed Conflict of Interest Questionnaire (Attached)

Section 5 - Client Information – References:

The proposer shall submit a listing of at least 3 and no more than 5 former or current clients, including any public entities, for whom the firm has conducted similar work. Listing must include client contact, contract value and description of work performed.

Section 6 - Proof of Insurance: Firms submitting bids must furnish the County with evidence showing that the following insurance in force and will cover all operations under the contract:

- Workers Compensation in accordance with State Workers Compensation requirements.
- Professional Liability/Errors and Omissions insurance of \$1,000,000 to protect the consultant and the County as their interest may appear, against claims.

Section 7 - Other Information (Optional Item): The proposer may include hereunder any other general information that the proposer believes is appropriate to assist COUNTY in its evaluation.

If no information is to be placed under any of the above noted tabs (especially the "Optional" tabs), place a statement such as "NO INFORMATION IS BEING PLACED IN THIS SECTION" or "THIS SECTION LEFT INTENTIONALLY BLANK." DO NOT ELIMINATE ANY OF THE SECTIONS.

b. Proposal Submittal Binding Method

It is preferable and recommended that the proposer bind the proposal submittals in such a manner that COUNTY can, if needed, remove the binding or remove the pages from the cover (i.e. 3ring binder; etc.) to make copies, and then conveniently return the proposal submittal to its original condition.

c. Proposal Submission

All proposals must be submitted and time-stamped received in the designated office by no later than the submittal deadline stated herein (or within any ensuing addendum). A total of: 1 original signature copy (marked "ORIGINAL") along with 5 exact copies of the proposal submittal, and an electronic copy on a thumb drive, shall be placed unfolded in a sealed package and addressed to:

Coryell County
Attention: Roger Miller
800 E. Main, Suite A
Gatesville, TX 76528

The package exterior must clearly denote the above noted RFP number and must have the proposer's name and return address. Proposals received after the published deadline will not be accepted.

d. Submission Conditions.

DO NOT FOLD OR MAKE ANY ADDITIONAL MARKS, NOTATIONS OR REQUIREMENTS ON THE DOCUMENTS TO BE SUBMITTED! Proposers are not allowed to change any requirements or forms contained herein, either by making or entering onto these documents or the documents submitted any revisions or additions; and if any such additional marks, notations or requirements are entered on any of the documents that are submitted to COUNTY by the proposer, such may invalidate that proposal. If, after accepting such a proposal, COUNTY decides that any such entry changed the intent of the proposal that COUNTY intended to receive, COUNTY may accept the proposal and the proposal shall be considered by COUNTY as if those additional marks, notations or requirements were not entered on such. By downloading these documents, each prospective proposer that does so is thereby agreeing to confirm all notices that COUNTY delivers to him/her as instructed, and by submitting a proposal, the proposer is thereby agreeing to abide by all terms and conditions published herein and by addendum pertaining to this RFP.

e. Submission Responsibilities

It shall be the responsibility of each proposer to be aware of and to abide by all dates, times, conditions, requirements and specifications set forth within all applicable documents issued by COUNTY, including the RFP document, the documents listed in this RFP and any addenda and required attachments submitted by the proposer. By completing, signing, and submitting the completed documents, the proposer is stating his/her agreement to comply with the all conditions and requirements set forth within those documents. Written notice from the proposer not authorized in writing by the County to exclude any of COUNTY requirements contained within the documents may cause that proposer to not be considered for award.

f. Contact with COUNTY

It is the responsibility of the proposer to address all communication and correspondence pertaining to this RFP process to the designated representative, County Judge, Roger Miller, only. Proposers must not make inquiry or communicate

with any other COUNTY staff member or official (including members of the Commissioners' Court) pertaining to this RFP. Failure to abide by this requirement may be cause for COUNTY to not consider a proposal submittal received from any proposer who may not abided by this directive.

7. PROPOSAL EVALUATION

The following factors will be utilized by COUNTY to evaluate each proposal submittal received; award of points for each listed factor will be based upon the documentation that the proposer submits within his/her proposal submittal:

CRITERIA	MAX POINT VALUE
Experience - Resume – Approach	40 points
Time to Complete Tasks	30 points
Cost	30 points
	100 points

*Though cost is an important factor, it will not be the sole nor primary factor considered in selecting the successful contractor.

Evaluation Method

a. Initial Evaluation for Responsiveness.

The contract shall be awarded to the firm submitting the most reasonable and responsible proposal complying with the requirements for the Request for Proposal, provided the proposal is reasonable and in the best interest of the County to accept.

b. Potential "Best and Final" Negotiations.

COUNTY reserves the right to conduct a "Best and Final" Negotiation, which may include oral interviews, with all firms deemed to be in the competitive range. Any firm deemed not to be in the competitive range shall be notified of such in writing by COUNTY in as timely a manner as possible, but in no case within no longer than 5 business days after the beginning of such negotiations with the firms deemed to be in the competitive range.

c. Restrictions.

All persons having familial (including in-laws) and/or employment relationships (past or current) with principals and/or employees of a proposer entity will be excluded from participation on COUNTY evaluation committee. Similarly, all persons having ownership interest in and/or contract with a proposer entity will

be excluded from participation on COUNTY evaluation committee.

8. CONTRACT AWARD

- a. **Contract Conditions:** The final form of contract and scope of services will be negotiated between COUNTY and the selected firm after the selection process is complete. Invoices with proper documentation can be submitted monthly.
- b. **Assignment of Personnel.**
COUNTY shall retain the right to demand and receive a change in personnel assigned to the work if COUNTY believes that such change is in the best interest of COUNTY and the completion of the contracted work.
- c. **Insurance Requirements**
Prior to award (but not as a part of the proposal submission) the successful proposer will be required to provide:
 - **Commercial general liability:** \$150,000 per person and \$1,000,000 per occurrence.
 - **Worker's Compensation Insurance:** Equal to or at least \$100,000 per employee (if applicable)
- d. **Negotiate Final Fees**
COUNTY shall retain the right to negotiate the amount of fees that are paid to the successful proposer, meaning the fees proposed by the top-rated proposer during negotiations may, at COUNTY's option, be the basis for the beginning of negotiations. Such negotiations shall begin after COUNTY has chosen a top-rated proposer. If such negotiations are not, in the opinion of the COUNTY, successfully concluded within 10 business days, COUNTY shall retain the right to end such negotiations and begin negotiations with the next-rated proposer.
- e. **Contract Service Standards**
All work performed pursuant to this RFP must conform and comply with all applicable local, state, and federal codes, statutes, laws and regulations.
- f. **Certificate of Interested Parties,** Form 1295, must be completed by firm contracted with.

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.
 This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).
 By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.
 A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY	
Date Received	

1 Name of vendor who has a business relationship 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 the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Signature of vendor doing business with the governmental entity

Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

- (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
- (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
- (3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

- (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
- (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

- (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
- (B) that the vendor has given one or more gifts described by Subsection (a); or
- (C) of a family relationship with a local government officer.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is no interested Party.

6 UNSWORN DECLARATION
 My name is _____, and my date of birth is _____.
 My address: _____ (street) _____ (city) _____ (state) _____ (zip code) _____ (country).
 I declare under penalty of perjury that the foregoing is true and correct.
 Executed in _____ County, State of _____, on the _____ day of _____, 20____.
 (month) (year)

 Signature of authorized agent of contracting business entity
 (Declarant)

ADD ADDITIONAL PAGES AS NECESSARY