

Exhibit "E"

**MARION COUNTY**

**Inmate Commissary Service RFP**

**SCOPE/INTENT**

The Marion County Sheriff's Office/Jail (MCJ) is requesting sealed proposals for Inmate Commissary Services. MCJ has determined to issue a Request for Proposal (RFP) for this service, due to the fact that it is difficult to write specifications, and service is the most important consideration.

Suppliers offering a proposal in response to this RFP shall be responsible to submit technical solutions based upon their programs that meet or exceed the goals and objectives set forth herein.

**PROJECT INFORMATION**

Marion County Jail  
102 W Dallas  
Jefferson, TX 75657  
Jail Administrator, Shanna Maxwell, 903-665-3271  
Maximum Capacity – 39 beds

Average Daily Population - 35 (January 2021- December 31, 2025)

High	39
Low	19

**SCHEDULE of EVENTS**

Advertisement/RFP Issuance	April 13, 2026
Proposal Due	May 20, 2026
RFP Opening	May 26, 2026
RFP Awarded	June 8, 2026

The MCJ reserves the right to change the schedule of events, as it deems necessary. In the event of a schedule change, known participants will be notified. The MCJ also reserves the right to issue addenda to the RFP up to seven (7) days before the proposal due date to clarify requirements and respond to bidder questions. Bidders shall acknowledge receipt of all addenda in their proposals.

**CONTRACT PERIOD**

Any contract awarded as a result of this RFP shall remain in effect for a period of sixty (60) months from date of installation.

## **PROPOSAL FORMAT**

To enable MCJ to fairly evaluate each proposal, each bidder shall use the following proposal format:

- Cover Letter
- Table of Contents
- Executive Summary
- Point-by-Point RFP Response
- Commission Offer and Sample Commission Calculation
- References
- System Attachments or Exhibits

## **SELECTION CRITERIA**

- \*RELEVANT EXPERIENCE
- \*FINANCIAL PROPOSAL
- \*PROPOSED SOLUTION
- \*OPTIONS OFFERED

## **AWARD**

MCJ shall evaluate all proposals submitted to this RFP. The award will be based on general criteria as outlined in selection criteria. After screening the bidder(s) may be asked to make an oral presentation of their proposal.

MCJ expressly reserves the right, in its sole judgment, to accept or reject any or all proposals, with or without cause, modify, alter, waive any technicalities or provisions, or to accept the proposal, which, in its sole judgment, is determined to be the best evaluated offer resulting from negotiation.

MCJ reserves the right to withdraw the RFP in whole or in part, at any time for any reason. Submission of a proposal confers no rights upon the Vendor nor obligates the MCJ in any manner. MCJ reserves the right to award no Agreement and to solicit additional offers at a later date.

## **INSTALLATION REQUIREMENTS**

Turnkey Installation – Proposer shall be responsible for all costs associated with the inmate commissary system, including purchase of equipment, installation, service and maintenance. MCJ shall have no responsibility for any costs associated with the system.

Proposer is responsible for determining all wiring and software requirements; costs associated with conversion of service from the current inmate commissary provider to the new service provider. Successful proposer shall coordinate all details of switching out services with the current provider.

## **SPECIFICATIONS and SUPPORT REQUIREMENTS**

All hardware must be provided by the Commissary Company. This includes check writer printer, debit card release, two kiosks, and receipt printer. One kiosk will be for the booking area and one for the lobby area. (Currently we have 7 kiosks provided by NCIC in inmate living quarters that has the commissary app on it. We also have tablets with the app on them for ordering. The commissary provider has a website for inmate deposits and online purchasing as well. No cash is handled in the jail for commissary.)

System must have a high security ability and interface with our computer network, inmate telephone system (NCIC), and Jail Management system (EForce).

System must have the ability to utilize debit cards for inmates being released from custody, and checks for those being transferred to another facility.

System is to be able to receive orders from inmates using phones and/or kiosk provided in their cell and automatically debit inmate's accounts.

System must be able to accessed by at least 1 department computer – all checks print from this computer..

System must have the ability to restrict certain computer menu options to "Supervisor only" functions.

System must be capable of printing a receipt for all transactions. One copy for inmate files and one copy for the inmate. All copies will have a signature black and full inmate identification including name, SO Number, housing unit, date/time and name of the jailer processing transaction.

System must be able to print miscellaneous billing reports and an inmate account receivable invoice.

System must be capable of the generating reports for an Auditor to comply with the Jail Standards rule of an annual audit.

System must have ability to print both daily and monthly transactions reports as needed for evaluations and tracking.

System must be able to have corrections made to individual inmate accounts without losing the audit trail or complicated manipulation of the program for corrections.

System must be able to maintain a negative balance/debt for each inmate.

System must have the ability to restrict certain commissary menu items available in case of medical restrictions or inmates under disciplinary sanctions.

The Company must provide each inmate order in sealed individual plastic bags with itemized receipt for that order.

The Company must provide sturdy box type containers for groups of plastic bags containing individual inmate orders. Container must be constructed of material strong enough to prevent being crushed during shipment.

All orders must be delivered in a climate controlled (air-conditioned storage area) vehicle to ensure items do not deteriorate from original condition. (example: chocolate candy melting)

All taxes must be paid by the Commissary Company.

Successful contractor shall be responsible for maintenance support on a twenty-four (24) hour, seven (7) day per week basis.

All costs for maintenance, support, software and equipment, to include upgrades, will be borne by the contractor, and will not be deducted from any commissions.

During the term of the contract, the contractor agrees to provide maintenance to diagnose problems, determine proper solutions and provide:

The implementation of any required solutions, changes, modifications, updates or other services, which are necessary to allow the software, hardware and any other equipment to perform in accordance with the specifications set forth within the RFP

Upgrade the Software and/or the Hardware to its required performance standards

Telephone support shall be available to accept calls regarding maintenance 24 hours a day, 7 days a week. Provide the location of your technical services call center(s), and indicate whether, and what circumstances, a maintenance call from the facility will ever be answered by a representative outside of the United States

Contractor shall respond to a telephone request for maintenance within four (4) hours after initial notification.

## **EQUIPMENT**

All equipment shall be new and completely operational at cutover.

All equipment shall comply with all applicable rules and meet or exceed all applicable codes and standards for installation and service.

All systems proposed shall meet ADA standards.

All instruments shall be line powered and have UPS back-up power. No separate power supply shall be required. The backup equipment will be the responsibility of the contractor and any and all costs paid by the contractor and will not be deducted from commissions.

## **OPTIONS**

We are interested in optional features and technology that each proposer has to offer. These options can be additional features of the system that will enhance our investigative ability, etc. Technologies proposed may be included in the bid at no cost or offered at an additional price.

## ***Equal Opportunity Guidelines for Contractors***

**1. What are the responsibilities of the offeror or bidder to ensure equal employment opportunity?**

For contracts over \$ 10,000, the offeror or bidder must comply with the "Equal Opportunity Clause" and the "Standard Federal Equal Opportunity Construction Contract Specifications."

**2. Are construction contractors required to ensure a legal working environment for all employees?**

Yes, it is the construction contractor's responsibility to provide an environment free of harassment, intimidation, and coercion to all employees and to notify all foremen and supervisors to carry out this obligation, with specific attention to minority or female individuals.

**3. To alleviate developing separate facilities for men and women on all sites, can a construction contractor place all women employees on one site?**

No, two or more women should be assigned to each site when possible.

**4. What happens if a woman or minority is sent to the union by the Contractor and is not referred back to the Contractor for employment?**

If the unions impede the construction contractor's responsibility to provide equal employment opportunity, a written notice should be documented in file.

**5. Are any efforts made by the Contractor to publicize their Equal Employment Opportunity (EEO) policy?**

Yes, the construction contractor is responsible for notifying unions and sources of training programs of their equal employment opportunity policy. Unions should be requested to cooperate in the effort of equal opportunity. The policy should be included in any appropriate manuals, or collective bargaining agreements. The construction contractor is encouraged to publicize the equal employment opportunity policy in the company newspaper and annual report. The Contractor is also responsible to include the EEO policy in all media advertisement.

**6. Are any in-service training programs provided for staff to update the EEO policy?**

At least annually a review of the EEO policy and the affirmative action obligations are required of all personnel employees of a decision-making status. A record of the meeting including date, time, location, persons present, subject matter discussed, and disposition of the subject matter should be maintained.

**7. Are any measures taken to encourage promotions for minorities and women?**

Yes, an annual evaluation should be conducted for all minority and female personnel to encourage these employees to seek higher positions.

**8. What efforts are taken to insure that personnel policies are in accordance with the EEO policy?**

Personnel policies in regard to job practices, work assignments, etc. should be continually monitored to insure that the EEO policy is carried out.

**9. Can women be excluded from utilizing any facilities available to men?**

No, all facilities and company activities are non-segregated except for bathrooms or changing facilities to ensure privacy.

**10. What efforts should be utilized to include minority and female contractors and suppliers?**

Take affirmative steps to ensure that small, minority, and women owned businesses are included on all lists for contractors/service providers. Solicit these businesses when issuing RFPs and RFQs and soliciting construction bids. Divide project activities into small tasks to allow participation. Keep records of all offers to minority and female construction contractors.

**11. If a construction contractor participates in a business related association that does not comply with equal opportunity affirmative action standards, does that show his/her failure to comply?**

No, the construction contractor is responsible for its own compliance.

**12. Can a construction contractor hire a subcontractor who has been debarred from government contracts pursuant to EEO?**

No, The construction contractor must suspend, terminate or cancel its contract with any Subcontractor who is in violation of the EEO policy.

**13. What effort has been taken by the construction contractor to monitor all employment to insure the company EEO policy is being carried out?**

The construction contractor must designate a responsible individual to keep accurate records of all employees that includes specific information required by the government.

## CERTIFICATION OF ELIGIBILITY

By submitting a Proposal in response to this solicitation, the Respondent certifies that at the time of submission, the vendor is not on the State of Texas or the Federal Government's list of suspended, ineligible, or debarred proposers.

In the event of placement on the list between the time of Proposal submission and time of award, the Respondent will notify the Marion County Auditor. Failure to do so may result in terminating this contract for default.

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Authorized Signature

**NONCOLLUSION AFFIDAVIT OF PRIME BIDDER  
(Include with Bid)**

State of Texas )

County of \_\_\_\_\_)

\_\_\_\_\_, being first duly sworn, deposes and says that:

(1) He/She is \_\_\_\_\_ of \_\_\_\_\_, the Bidder that has submitted the attached Bid;

(2) He/She is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and is not a collusive or sham Bid;

(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with another Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix an overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the \_\_\_\_\_ (Local Public Agency) or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed) \_\_\_\_\_

\_\_\_\_\_  
Title

Subscribed and sworn to me this \_\_\_\_\_ day of \_\_\_\_\_.

By: \_\_\_\_\_  
Notary Public

My commission expires \_\_\_\_\_

## Certification Regarding Lobbying

(To be submitted with each bid or offer exceeding \$100,000)

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (c) The undersigned shall require that the language paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995).

The Contractor, \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.

\_\_\_\_\_  
Signature of Contractor's Authorized Official

\_\_\_\_\_  
Printed Name and Title of Contractor's Authorized Official

**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**

## 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](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:

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(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) if the vendor has given one or more gifts, described by Subsection

(a); or

# CONFLICT OF INTEREST QUESTIONNAIRE

# FORM CIQ

For vendor doing business with local governmental entity

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 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).

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## PURCHASING CONTRACT BOYCOTT VERIFICATION FORM

### HB 89 - Prohibition on Contracts with companies Boycotting Israel

\_\_\_\_\_ initial

The 85<sup>th</sup> Texas Legislature approved new legislation, effective Sept. 1, 2017, which amended Texas Local Government code Section 1, Subtitle F, Title 10, Government Code by adding Chapter 2270 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it”

1. Does not boycott Israel; and
2. Will not boycott Israel during the term of the contract
3. **Is not currently listed on the State of Texas Comptroller’s Companies that Boycott Israel List located at: <https://comptroller.texas.gov/purchasing/publications/divestment.php>**

Pursuant to Section 2270.001, Texas Government Code:

1. *“Boycott Israel” means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and*
2. *“Company” means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.*

### SB 13 – Energy Company Boycotts

\_\_\_\_\_ initial

Respondent represents and warrants that:

- (1) it does not, and will not for the duration of the contract, boycott energy companies or
- (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract.

If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Agency.

Pursuant to: TEX GOV’T CODE § 2274.002

Guidance: EXCEPTIONS: Clause only applies to contracts and contractors that meet the following criteria: (i) a “company within the definitions of Section 2274.001(2) of the Tex. Gov’t Code; (ii) with 10 or more full-time employees; and (iii) with a contract to be paid a value of \$100,000 or more wholly or partially from public funds of the governmental entity.

The clause does not apply to a governmental entity that determines the requirements of Section 2274.002(b) of Tex. Gov’t Code are inconsistent with its duties related to debt obligations or funds as described in Section 2274.002(c) of the Tex Gov’t Code.

### SB 19 - Firearm Entities and Trade Associations Discrimination

\_\_\_\_\_ initial

Respondent verifies that:

- (1) it does not, and will not for the duration of the contract, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association or
- (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract.

If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Agency.

Pursuant to:      **TEX GOVT CODE CH. 2274**

Guidance: APPLICABILITY: This clause applies only to a contract that:

- (1) is between a governmental entity and a company with at least 10 full-time employees; and
- (2) has a value of at least \$100,000 that is paid wholly or partly from public funds of the governmental entity.

EXCEPTIONS: This clause is not required when a state agency:

- (1) contracts with a sole-source provider; or
- (2) does not receive any bids from a company that is able to provide the written verification required by Section 2274.002(b) of the Texas Government Code.

I, \_\_\_\_\_ (authorized official), being an adult over the age of eighteen (18) years of age, do hereby depose and verify that the company named-above, under the provisions of Government Code Chapte 2270 and Chapter 2274::

- 1. Does not boycott Israel per HB 89 provisions;
- 2. Does not boycott energy companies per SB 13 provisions;
- 3. Does not boycott Firearm entities and trade associations per SB 19

COMPANY NAME

SIGNATURE OF COMPANY REPRESENTATIVE

TITLE

Date: \_\_\_\_\_

Initial Relevant Sections Above: HB 89, SB 13 or SB 19