

PROPOSAL SPECIFICATIONS: FACILITIES OPERATION AND MANAGEMENT

Fannin County requests proposals for the Operation and Management of the **432 bed** Fannin County Detention Facility located at 2389 Silo Road and the **96 bed** Fannin County Jail Facility located at 725 County Road 4200 (hereinafter "Facilities"), located in Bonham, Texas. The facilities together have 528 inmate beds. The facilities will be operated under separate agreements. The Facilities meet the requirements of the Texas Commission on Jail Standards. The Operator selected will provide operation services of the Facilities under separate Operation and Management Agreements to begin operations on **JUNE 19, 2018**. This transition in operations is necessitated by the current operator's refusal to abide by the term of its agreement.

I. PROPOSAL SUBMISSION

- 1.1 Sealed proposals will be opened and recorded **10:00 a.m. on Monday, June 4, 2018** at the offices of Fannin County Purchasing c/o Alicia Whipple for consideration by the Fannin County Commissioners Court at a meeting on **Tuesday, June 5, 2018** for the proposed Operation and Management of the Fannin County Detention Center located at 2389 Silo Road, Bonham, Texas facility (432 beds) and the County Jail facility (96 beds) located at 725 CR 4200 in Fannin County, Texas.
- 1.2 Request for Proposals are to be in conformance with the "Proposal Specifications: Facilities Operation and Management" which may be picked up at the Office of Fannin County Purchasing. If you have any questions, please call Alicia Whipple, Fannin County Purchasing at (903) 583-7451. Sealed proposals, labeled "Facilities Operation and Management", must be received by **Monday, June 4, 2018 at 10:00 a.m.** Sealed proposals may be delivered or mailed to:

Alicia Whipple
Fannin County Purchasing
200 East First Street
Bonham, Texas 75418

Electronically or fax delivered proposals will not be accepted.

- 1.03 No proposals will be accepted after the time set for receipt of proposals.
- 1.04 The proposal must provide for all services addressed herein.
- 1.05 No proposal may be changed, amended or modified in any manner after submitted; however, a proposal may be withdrawn and resubmitted any time prior to the time set for receipt of proposals.
- 1.06 Interested persons submitting proposals must submit one unbound original (suitable for

photocopying) and eight bound copies of their proposal.

- 1.07 Proposals shall be typed on standard (8½" by 11") paper, with each page numbered.
- 1.08 Proposals shall contain a table of contents and be arranged in such a manner to provide easy reference.
- 1.09 Proposals must be signed by a person authorized to bind the person or entity making the proposal, and proof of this authority must be submitted with the proposal.
- 1.10 Proposals must be accompanied by all information, certificates, letters, etc. required herein or by further directive of the County.
- 1.11 Tours of the Facilities by proposer representatives will be arranged upon reasonable request therefor during normal business hours.

II. OPERATION AND MANAGEMENT

- 2.1 All contract requirements of the Request for Proposal Specifications and Section 351.103 of the Local Government Code (V.T.C.A.) will be required to be agreed to and met by the successful respondent.
- 2.2 Operation and management will be required to be in conformance with the rules and regulations of the Texas Commission on Jail Standards, the Operation and Management Agreement between the successful respondent and the County, and rules of jurisdictions housing prisoners at the Facility to the extent made applicable by the terms of the prisoner housing contracts with those jurisdictions.
- 2.3 **The United States Department of Labor will consider the Operation and Management Agreement for the 432 bed Fannin County Detention Facility to be subject to the Service Contract Act. Therefore, the selected operator will be required to pay its employees wages that meet or exceed those provided under the applicable USDOL schedule for the applicable region, as amended and updated.**

III. DESCRIPTION OF REQUESTED SERVICES

- 3.01 General. Fannin County is seeking proposals for the operation and management of its Detention Facilities located in Fannin County, Texas.

The 432 bed Fannin County Detention Facility is being financed by Fannin County Public Facility Corporation Lease Revenue Bonds, Series 2014 in the original aggregate principal amount of \$31,390,000.00 and with a Debt Service Reserve of \$2,766,732.50 and a fully funded Operating Reserve/Repair/Contingency Account of \$350,000.00. The approximate monthly debt service is \$239,000.00 per month. It is the intention of Fannin County to continue to contract for the private operation and management of this Facility consistent

with the terms and conditions contained in the 2014 Revenue Bond Financing. The detailed terms of the underlying obligations of the Revenue Bond Financing are contained in documents on file with the County Auditor. All revenues earned from housing inmates and billings are to be processed through the Trustee under the 2014 Revenue Bond Financing as Facility Revenue.

The detention facility consists of a multi-classification secure correctional facility built to house up to 432 prisoners and is fully operational and equipped with furniture, fixtures, supplies and equipment. The project currently houses inmates from Fannin County, the United States Marshal and other federal contracting entities.

The County also seeks to receive proposals that include the concurrent operation and management of the 96 bed Fannin County Jail Facility as described in Section V.

- 3.02 Marketing Use of the Facility to Contracting Entities. The successful proposer must provide all services reasonably necessary for the marketing of the detention facility beds to third party contracting entities including but not limited to solicitation and development of programs and relationships with the eligible user governmental entities. This includes the development, on behalf of Fannin County, of intergovernmental relationships, maintenance of those relationships and the development of eligible long term contracts, including the negotiation of user contracts for and on behalf of Fannin County. The proposal should provide a detailed description of the marketing, development and maintenance program. It shall be the Operator's responsibility to maintain on behalf of Fannin County the detention facility at a maximum and efficient operational capacity.
- 3.03 United States Department of Labor. The successful proposer must take into consideration any adjustments of its wage scale to comply with the requirements of the United States Department of Labor. The applicable wage scale is reflected in the Intergovernmental Agreement between the County and the United States Marshal's Service. The per diem rate paid by the United States Marshal's Service is intended to cover the increased cost of SCA compliance to the operator.
- 3.04 Term. The current Operator has provided a sixty (60) day notice of intent to terminate without cause with a stated effective date as June 19, 2018. The term of the Operation and Management Agreements will be an initial term beginning June 19, 2018 and ending September 30, 2019 with the option of up to two (2) five-year renewal periods which can be exercised by the mutual agreement of the County and the Operator. The Initial Term shall include a term beginning June 19, 2018 and end on September 30, 2019 (1 year, 3 months, and 11 days). The Renewal terms shall be from September 30, 2019 to September 30, 2024 and from September 30, 2024 to September 30, 2029.
- 3.05 County Inmate Rate. One of the financial items that is required to be proposed is the per diem, per inmate fee for the County's own prisoners. The fee should be proposed based on a maximum of 155 County prisoners. The daily average County inmate population for fiscal year ending September 30, 2017 was 112 County inmates per day. The current fee for its prisoners being paid by the County is \$45.00.

3.06 Non-County Inmate Rate. The inmate rate for inmates that are not the County's own inmates is established by interlocal or intergovernmental service agreements between sending jurisdictions and the County (for example, the current USMS Inmate Rate is \$81.16 per inmate). The daily average non-County/federal inmate population for the fiscal year ending September 30, 2017 was 329 inmates per day. The 2014 Revenue Bond Financing also provides for the priority payment of an amount payable to the County to reimburse for its administrative costs at the rate of \$2.50 per day per non-County inmate. Vendors are encouraged to provide proposals including a fixed per prisoner per diem operation and management fee and any additional administrative cost recoupment or similar fees to be paid to the County in addition to the \$2.50 non-County Administrative Fee either as direct payment or as a reduction or credit to the proposed per diem operator fee charged to the County for its own inmates. Most inmates at the 96 bed Fannin County Jail will be County Inmates and most inmates at the 432 bed detention facility will be non-County inmates.

IV. OPERATION AND MANAGEMENT OF FANNIN COUNTY DETENTION FACILITY (432 BEDS)

4.01 Operation and Management of Facility (Fannin County Detention Facility-432 beds). The successful proposer (hereinafter "Operator") must provide all services, resources, supplies, materials, and staff necessary to completely operate the Facility and to provide housing, care, supervision, and program services for prisoners committed to the Facility and all related programs. Proposers are notified of the following:

- a. the Operator must provide operation, management, maintenance, staffing, supervision, training and program services that meet or exceed the standards, regulations and criteria of the Texas Commission on Jail Standards (hereinafter "Commission") and the requirements of the prisoner housing contracts. The proposal must address in detail how the proposer intends to accomplish these requirements if selected as Operator (copies of existing prisoner housing contracts are available for inspection and review) including but not limited to any requirements of any Counties; the United States Marshal Services ("USMS"); the United States Federal Bureau of Prisons ("FBOP"); and the United States Immigration and Customs Enforcement ("ICE");
- b. the Operator shall manage and operate the Facility in compliance with all applicable federal, state and local laws, standards, regulations and codes;
- c. the Operator must establish an operational plan and all written policies, plans, procedures and rules required by the Commission or by prisoner housing contracts, including, but not limited to, the Counties; USMS; FBOP; or ICE;
- d. the Operator will provide food and beverage services, utilities, clothing, laundry services, recreational services, vocational services, counseling services, programs, basic medical care, repair, upkeep and maintenance of the Facility/equipment, systems and furnishings, staff, supervision, training, inventory and supplies, hygiene services/products/facilities, procurement and purchasing, record keeping, reports,

bedding, risk management, safety plans and equipment and all other services, programs, personnel or tangible things necessary for the operation of the Facility and the detention of prisoners in compliance with the standards of the Commission, the conditions of prisoner housing agreements for the housing of prisoners at the Facility, court orders, and other applicable federal, state and local laws, standards, regulations or codes, and which are necessary for the proper operation and management of the Facility and supervision/care of prisoners whether or not specifically identified herein;

- e. the Operator must execute an Operation and Management Agreement on substantially the same terms and conditions set out in the **Exhibit "A-1"** attached hereto, and must provide all services, insurance and expenses made the Operator's responsibility therein.
- f. the Operator shall indemnify and hold the County and its officers, employees, agents and representatives harmless from and against any and all claims, damages, losses, costs, assessments, penalties, attorney's fees and/or expenses that arise from or result from (or are alleged to arise from or result from) any negligent or wrongful act, or failure to act, of the Operator or its officers, employees, agents and contractors;
- g. the Contract will not be assignable except with the prior written consent of the County;
- h. compensation of the Operator shall be on a per diem/per prisoner basis (actual occupancy) to be paid monthly **solely out of revenues generated by the Facility** from the detention/housing of prisoners from the USMS, FBOP or ICE, counties, federal and state agencies and jurisdictions pursuant to interlocal or intergovernmental service agreements between those entities and the County. The method of compensation is to be as set out in **Exhibit "A-1"**. **The Operator's contract shall not be an obligation or debt of the County payable from tax or other revenues or funds of the County.** The County will have no obligation or liability for amounts due under the Contract except to the extent of revenues generated by the Facility and actually received by the County after application of the said revenues as set out in **Exhibit "A-1"**. The respondent's proposal must identify the proposed fee schedule, per prisoner, per day, for which it proposes to operate and manage the Facility for the County; any discounts it will offer the County for the housing of the County's own prisoners; and any County administrative or equivalent fee it will pay to the County.
- i. all income from the Facility shall be treated as Facility Revenues, including but not limited to, income from telephone contracts, however, income from telephone contracts shall be applied separately as set out in **Exhibit "A-1"**;
- j. save and except for charges for additional or special services to be provided by the Operator to any prisoner(s) pursuant to a separate written agreement between the Operator and the jurisdiction placing that prisoner(s) in the Facility, to which the

County gives written consent, all revenues generated by the Facility shall be the property of the County subject to disbursement in accordance with a contract approved by the County's legal counsel and by the Commissioners Court, in a form substantially the same as Exhibit "A-1";

- k. the Operator shall provide the County with all billing services to assure that jurisdictions contracting with the County shall be billed in accordance with the housing contracts which the jurisdictions have entered into with the County, however, all payments must be made directly to the County by the jurisdictions, and Operator shall assure that contracting jurisdictions are made aware of this fact;
- l. the Operator shall provide access to medical, optical, and dental care, and to emergency health services. The Operator will provide basic medical care to prisoners at the Operator's sole cost. For the purposes of this paragraph "basic medical care" means a condition which can be "self-treated" by the prisoner given proper supplies or over-the-counter medication or which may be treated by a lay technician under guidelines provided by a medical doctor, including first aid in emergencies, and "sick-call" utilizing licensed nurses and a contract physician and which provides for non-hospitalization/non-emergent care;
- m. the costs of non-basic medical care, including costs of hospitalization, prescription drugs, surgical, dental or optical care (and related transportation costs) for prisoners shall be the obligation of the contracting jurisdiction from which the prisoner was assigned to the Facility. Such costs shall be invoiced by the Operator or, if possible, the health care provider, directly to the contracting jurisdiction obligated. Under no circumstance will the County be responsible for medical costs incurred with regard to a prisoner from another jurisdiction;
- n. the Operator shall provide the County with monthly reports on enrollment and billing;
- o. the Operator will provide all reports required by applicable law, regulations, or contracts with other jurisdictions or agencies;
- p. the Operator must obtain, and thereafter maintain, all licenses and certifications necessary for the Facility;
- q. all staff or employees at the Facility are deemed employees or servants of the Operator for all purposes, including compensation, taxes and benefits, and they shall not be employees of the County;
- r. the term of the contract with the Operator shall be a Primary Term of six (6) years, three (3) months and eleven (11) days (June 19, 2018 to September 30, 2024). The contract shall be terminable at any time on sixty (60) days' notice and opportunity to cure on the basis of a material breach of terms or covenants of the contract or the

failure of the Operator to comply with applicable laws and regulations. One five-year mutually agreed renewal term will be provided for in the Agreement;

- s. all employees of the Operator shall be provided workers compensation insurance at the Operator's expense;
- t. the proposal should address how the respondent intends to meet each of the requirements set out above, and the requirements as set out by the terms and conditions of **Exhibit "A-1"**, and must provide a per diem/per prisoner fee (payable only for actual occupancy) at which the Operator will perform the services provided for in these specifications and the Agreement form attached hereto as **Exhibit "A-1"**.

V. OPERATION AND MANAGEMENT OF COUNTY JAIL (96 beds)

- 5.01 The Fannin County Detention Center and the County Jail will be operated under separate Operation and Management Agreements but may be jointly and concurrently managed.
- 5.02 The Operation and Management Agreement for the 96 bed County Jail facility shall provide in addition to the basic terms set forth in **Exhibit "A-2"** that the Operator shall be responsible for:
 - a. payment of the utilities for the Facility;
 - b. all routine maintenance, up keep and repair required for the Facility;
 - c. procuring property and casualty insurance for the Facility and general liability insurance, which specifically covers civil rights claims in addition to negligence, with regard to its operations at the Facility, and automobile liability insurance. Said insurance must also cover the County and its officers and employees as additional insureds;
 - d. indemnifying and holding the County harmless from any claims, lawsuits, expenses, damages or penalties arising directly or indirectly from the Operator's operations at the Facility;
 - e. returning the Facility to the County in as good a condition as when initially delivered to the Operator, normal wear, tear and depreciation excepted; and
 - f. providing for transition to the County in the event of Operator's bankruptcy or insolvency.
- 4.03 Your proposal must state what per diem rate you propose to charge to the County as Operation and Management Fee compensation and must state whether you agree to abide by the specifications contained herein.

- 4.04 The transportation of the county inmates to and from local district and county court proceedings shall be the responsibility of the Operator without additional cost or expense and should be included in the per diem charged. Security of the County inmates after delivery to the court and before pick-up will be the responsibility of the County's court security/bailiff personnel. The proposal must provide for separate rates for any reimbursable costs of transportation for medical, treatment and delivery to the institutional divisions of TDCJ; providing an hourly rate and mileage charge as a reimbursement billing to the County.
- 4.05 The County Administrative Fee will apply to County prisoners housed at the Jail.

V. OTHER REQUIREMENTS

- 5.01 Other Information. In addition to the foregoing, the proposer must provide the following information:
- a. cover sheet identifying the contract/project being bid for, the name and address of the proposer, the date of the proposal, and the telephone and facsimile numbers of the proposer;
 - b. form of business (e.g. corporation, sole proprietorship, partnership);
 - c. if a corporation, the date and state of incorporation;
 - d. identification of a contact person;
 - e. identification of all entities for which the proposer is performing or has performed operation and management services of the type requested herein, including the name, position and telephone number of a contact person at each entity;
 - f. to the extent not provided pursuant to (e.), a description of all experience of the proposer and its key officers in providing detention services and/or detention facility operation and management;
 - g. a brief biography of the proposer and its key officers;
 - h. for the past two (2) years, identification of all legal claims, demands, or lawsuits filed, threatened or pending against the proposer and/or its principals/officers (not including pro se inmate suits or demands), and identification of any administrative actions or warnings taken or issued by any federal, state or local governmental agency with regard to the proposer or any facility operated by the proposer;
 - i. a resolution showing the authority of the proposer's representative to sign the proposal on its behalf and bind it by said signature;
 - j. the notarized signature of the authorized signatory;

- k. a copy of the proposer's current statement of financial condition;
- l. the proposer must submit a statement identifying whether or not it will agree to pay all necessary transition costs incurred in replacing the current Operator (unless the proposer is the current Operator).

VI. MISCELLANEOUS

6.01 Reservations. In addition to all protection provided by law, the County:

- a. reserves the right to reject any or all proposals;
- b. may waive technical mistakes, informalities or irregularities in any proposal received;
- c. reserves the right to select the proposal which in its discretion is determined to be the most advantageous to the County and which it believes to serve its best interests; and
- d. this document, nor the advertisement is an offer.

6.02 Governing Law and Venue. The contract awarded will be governed by the laws of the State of Texas, and is deemed payable and performable in Fannin County, Texas. The venue for all disputes hereunder shall lie in Fannin County, Texas.