



WEXFORD COUNTY REQUEST FOR PROPOSALS

Jail Commissary Services

ISSUED BY: WEXFORD COUNTY BOARD OF COMMISSIONERS

Date: November 16, 2016

**Project Representative: Patrick Jordan
County Administrator
Wexford County
437 E. Division St.
Cadillac, MI 49601
Phone: (231) 779-9453
Fax: (231) 779-9745**

WEXFORD COUNTY NOTICE OF RECEIVING PROPOSALS

Wexford County seeks bids from qualified firms, on a competitive basis,

For **Jail Commissary Services**

Qualified firms may secure a copy of the bid specifications from:

Wexford County Administration
Historic Courthouse
437 E. Division St.
Cadillac, MI 49601
www.wexfordcounty.org

Proposals received on or before **10:00 a.m.** on **December 12, 2016**, will be considered.

Wexford County reserves the right to reject any or all proposals submitted.

**WEXFORD COUNTY
REQUEST FOR PROPOSALS
JAIL COMMISSARY SERVICES**

I. INTRODUCTION

Wexford County seeks bids from qualified firms, on a competitive basis, for **Jail Commissary Services**. Bid will be awarded only in the event of a cost benefit analysis showing it is in the County's best interest to contract out this service.

A. Bid Submittal and Project Representatives

To be considered, firms must submit a complete, sealed response to this Request for Proposals (RFP), to the County Administration Office. In order to be considered, proposals must be received no later than **10:00 a.m.** on **December 12, 2016**. Bids will be publically opened and read aloud at **½ hour after above time on date.**

Requests for information or interpretation of the intent of the RFP and any/all other inquiries must be addressed to:

**Lt. Greg Webster
Jail Administrator
Wexford County
801 S. Carmel
Cadillac, MI 49601
Phone: (231) 779-9204
Fax: (231) 779-0218
E-mail: gwebster@wexfordcounty.org**

Contact with personnel of Wexford County other than the above stated person(s) regarding this RFP will be considered grounds for elimination from the selection process.

Each proposal must be plainly marked on the exterior, "JAIL COMMISSARY SERVICES" Proposals must be signed by an official authorized to bind the firm to its provisions. To be considered a valid response to this RFP, the proposal must remain valid for at least ninety (90) days. Wexford County is not liable for any cost incurred by the firm prior to the issuance of a contract.

B. Right of Refusal

Wexford County reserves the right to reject any or all proposals, to negotiate separately with any source whatsoever in any manner necessary to attend to the best interests of the County, to waive irregularities in any proposal and to accept a proposal which best meets the needs of the County, irrespective of the bid price.

C. Disclosure of Proposals

Proposals are subject to disclosure under the Michigan Freedom of Information Act (Act 442, P.A. 1976, as amended, being MCL 15.231 through 15.246). After a contract award, a summary of total price information for all proposals will be furnished upon request.

D. Independent Price Determination

By submitting a proposal you certify, and in the case of a joint proposal, each party certifies as to its own organization, that in connection with this proposal:

1. The prices in its proposal have been determined independently without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other proposing party or with any other competitor;
2. Unless otherwise required by law, the prices which have been quoted in the proposal have not been knowingly disclosed by the proposing party and will not be knowingly disclosed to any competitor; and
3. No attempt has been made or will be made by the proposing party to induce any other person or firm to submit or not submit a proposal for the purpose of restricting competition.

E. Each person signing the proposal certifies that:

1. (S)he is the person within the organization responsible for the decision as to prices being offered in the proposal, and that (s)he has not participated, and will not participate, in any action contrary to I.D.1,2 and 3, above; or
2. (S)he is not the person within the organization responsible for the decision as to the prices being offered in the proposal, but that (s)he has been authorized, in writing, to act as an agent for the persons responsible for such decisions in certifying that such persons have not participated, and will not participate, in any action contrary to I.D.1,2 and 3, above; and that (s)he has not participated, and will not participate, in any action contrary to I.D.1,2 and 3, above.

F. Insurance Requirements

The selected firm will be required to provide and maintain public and professional liability, property damage, and worker's compensation insurance protecting, as they may appear, the interests of all parties to any agreement that may result from this RFP. The firm is responsible for insuring the protection of all persons and property at all times. Documentation of the above insurance must be provided by the successful bidder prior to contract execution. Wexford County must be included as a separate named insured.

The vendor will be required to furnish the County with appropriate certificates of insurance prior to commencement of any work associated with any contract.

The effective dates and expiration dates of all policies should coincide with the term of the contract. If any of the insurance expires during the contract period, it will be necessary for a current certificate of insurance to be issued and filed with the County. Wexford County's minimum insurance requirements are as follows:

1. Commercial general liability insurance of limits not less than \$1,000,000 per occurrence. The limit may be higher depending upon the hazard involved, subject to review and recommendation of the County's licensed insurance counselor. Coverage is to include, but is not limited to premises, operations, products and/or completed operations, personal injury and contract liability.
2. Automobile liability including statutory no-fault coverage, including all owned, non-owned, and hired autos within limits of a minimum of \$1,000,000. The limit may be higher depending upon the hazard involved, subject to review and recommendation of the County's insurance counselor.

3. Worker's Compensation and Employers' Liability if the selected firm hires one or more persons or currently has employees. If the selected firm does not have any employees, an affidavit must be filed with the County stating that the firm has no employees and will not hire any while working for Wexford County as a vendor or a subcontractor, etc. In addition, a Certificate of Assumed Name must be filed with the County.

Failure to comply with these insurance requirements may result in contract termination or delay in receipt of funds. The vendor will be required to secure any/all necessary certificates and permits from municipal or other public authorities and comply with all licensing requirements and all federal, state and municipal laws, ordinances and regulations as may be required.

G. County Liability

Officers, agents and employees of Wexford County will not, in any manner, be liable for any loss or damage to any person or property connected to or resulting from any work done on this project. In addition, the selected firm agrees to indemnify, defend and save harmless, the County, its officers, agents and employees from any and all claims and losses accruing or resulting from the negligent performance of work as described in any agreement that results from this RFP. These same standards will apply to subcontractors of the selected firm. The County will be relieved from all risks of loss or to equipment or personnel, except when such loss or damage is due to the fault or negligence of the County.

II. HISTORICAL INFORMATION

Wexford County's current average population is approximately 100 of which 32 is the maximum at the CURRENT facility. The new facility is in the process of being built, expected completion late 2017, and we expect to average 100 inmates but have the potential to house up to 158.

Wexford County's gross receipts for commissary are as follows:

2014: \$23,082

2015: \$25,126

III. SCOPE OF WORK - SERVICE REQUIREMENTS

- A. Provide a computerized inventory and ordering system, including appropriate hardware and software.
- B. Provide a check for the proceeds of each month's activity within thirty (30) days after the end of the month, using agreed upon calculations.
- C. Provide hygiene items at vendor's cost and will be paid for directly by the County.
- D. The Vendor shall provide for refunds for orders not delivered to inmates who are being released or are otherwise unavailable to receive merchandise.
- E. The Vendor shall provide a commissary form listing all approved items and prices.

- F. The delivery schedule must be mutually agreed upon between the Vendor and Sheriff's personnel and may be subject to change. Delivery will be accomplished by Vendor personnel.
- G. The Vendor shall provide a statewide toll-free telephone number for phone orders.
- H. The Vendor shall have an accessible customer service department with an individual specifically assigned to the Commissary account. The vendor's customer service must respond to commissary inquires promptly and not later than a twenty-four (24) hour period. The vendor shall provide a statewide toll-free telephone number for customer service calls.
- I. The Vendor shall assign an employee to act as the key contact person for the awarded vendor. This person must be readily accessible during regular business hours and also by cell phone during "off" hours. The vendor shall provide the name, telephone number and cell phone number of the assigned contact person.
- J. The Vendor shall resolve all order discrepancies (i.e. shortages, overages, breakages and incorrect items) within 24 hours of notification. If the discrepancies cannot be resolved in that time, then the vendor shall take all steps which the Wexford County Sheriff's Office deems to be reasonably necessary or appropriate to resolve the discrepancy. Vendor shall provide a copy of their procedure.

KIOSK PROGRAM

It is the intent of the Wexford County Sheriff's Office to utilize a phone ordering system via Kiosks located in the booking area and lobby.

Outline of Services Requested:

1. Require the financial software integrates with Govpay. It shall adhere to generally accepted accounting principles and provide a complete audit trail of all transactions. It must allow for both scheduled and unannounced audits. Minimum reports that it needs to run are; billings, trial balances, balance sheets, inmates' accounts, add funds, charge receivables, etc.
2. Migrating of current vendor data (Cobra Banker) to your accounting software.
3. Lobby & Intake Kiosks for deposits into inmate accounts shall accept cash, credit or debit cards.
4. Commissary Network Inmate Kiosk shall have the following requirements:
 - a. Bar Code and/or PIN access capabilities for Inmate Kiosk
 - i. Account history
 - ii. Ability to view account balances and all transactions
 - iii. Place commissary order request

iv. Facility Information

1. FAQ's
2. Inmate Handbooks
3. Other information deemed necessary to aid information to the inmate

- b. Ordering Commissary
- c. Inmate Requests
- d. Medical Kites
- e. Email
- f. Grievances

Units Requested in New Facility:

- Nine (9) POD Kiosks
- One (1) Lobby Cashier
- One (1) Booking cashier
- Six (6) Receipt printers
- Two (2) Check printers

Units Requested in Current Facility(these items will transfer to new facility):

- One (1) Lobby Cashier
- One (1) Booking cashier
- Two (2) Receipt printers

**** Please note that if the items in the CURRENT facility transfer over to the New Facility, then the number requested for the New Facility would be reduced by the amounts requested for the CURRENT facility.**

CONTENTS OF PROPOSAL PACKET:

1. All pricing must be valid for one-hundred and twenty (120) days after the previous stated proposal date.
2. Pricing must be submitted on the provided form. **SEE ATTACHMENT A**
3. Each bidder must provide with its formal Proposal a written sworn statement certifying that it has not colluded with any competing bidder or County employee or entered into any type of agreement of any nature to fix, maintain, increase or reduce prices or competition regarding the items covered by this Request for Proposal. **SEE ATTACHMENT B**
4. References, three (3) current and three (3) past. **MUST BE JAIL FACILITIES SEE ATTACHMENT C**
5. Technical Proposal. **LABEL ATTACHMENT D**
 - Introduction
 1. Company Profile
 - a. Date organized to provide commissary management in institutional and correctional facilities.

- b. Corporate background and depth of support:
 - i. Number of employees.
 - ii. Number of years doing business.
- c. Describe current contracts or business with other correctional commissary service facilities:
 - i. Client.
 - ii. Date of original contract.
 - iii. Type/size.
2. Company achievements in providing correctional commissary service management.
3. Corporate office organizational structure.

6. Operational Requirements – **(LABEL ATTACHMENT E)** All proposals must clearly define:

1. Procedures for dealing with inmate complaints about products and services and minimizing the potential of inmate litigation.
2. All equipment necessary for efficient commissary service operation, including hardware or software requirements.
3. Policies and Procedures – the proposal shall indicate the method the vendor will follow in establishing and revising commissary services policies and procedures.
4. Describe your financial program and its ability to integrate with Govpay. The software program must be compatible with Windows 7 or higher.
5. Provide the security & encryption level(s) used in your software.
6. Provide detail for how refunds for orders not delivered to inmates who are being released or are otherwise unavailable to receive merchandise will be processed. 7. Detail how the delivery schedule will work. Note delivery to the inmates will be accomplished by Wexford County Sheriff's Office personnel.
8. Provide a preliminary transition plan.
9. Provide procedures preventing inmates from ordering items in excess of their cash balances.
10. Provide procedures to rectify order discrepancies.

7. Commissary list with pricing needs to be attached to the proposal.

IV. **BID AWARD**

It is anticipated that a decision will be made on or before **December 21, 2016**.



WEXFORD COUNTY BID SUBMISSION FORM JAIL COMMISSARY SERVICES

Firm Name _____

Address _____ Phone (____) _____

Description	Unit Price (specify)	Total Price
SPECIFICATIONS		
Miscellaneous other charges (specify)		

TOTAL BID PRICE		\$

Signature of official authorized to bind the firm to the provisions of the RFP:

_____ Date _____
 Typed or printed name and title:

Failure to complete this form may be considered grounds for elimination from the selection process.

PRICING PROPOSAL FORM

Commission Percentage of gross receipts

Year One (1) _____%

Year Two (2) _____%

Year Three (3) _____%

Equipment Costs \$_____

Comments _____

Company Name: _____

Signature: _____

Print Name: _____

Date: _____

CERTIFICATION

The individual signing below certifies:

1. They are fully authorized to submit this bid, including all assurances, understanding and representations contained within it which shall be enforceable as specified.
2. The individual has been duly authorized to act as the official representative of the bidder, to provide additional information as required and, if selected, to consummate the transaction subject to additional, reasonable standard terms and conditions presented by County.
3. This proposal was solely developed and prepared without any collusion with any competing bidder or County employee.
4. The content of this proposal has not and will not knowingly be disclosed to any competing or potentially competing bidder prior to the proposal opening date, time, and location indicated.
5. No action to persuade any person, partnership, or corporation to submit or withhold a bid has been made.

Signature: _____

Print Name: _____

Title: _____

Company Name: _____

Company Address: _____

Phone Number: _____

Fax Number: _____

E-mail Address: _____

Date: _____

ATTACHMENT C

REFERENCES – CURRENT

1	Customer Name:	Contact Name:	Contact Title:
Address:		Phone Number:	

_____		Length of Contract:	

2	Customer Name:	Contact Name:	Contact Title:
Address:		Phone Number:	

_____		Length of Contract:	

3	Customer Name:	Contact Name:	Contact Title:
Address:		Phone Number:	

_____		Length of Contract:	

REFERENCES – PAST

1	Customer Name:	Contact Name:	Contact Title:
Address:		Phone Number:	Length of Contract:
_____ _____ _____			
Reason for Separation:			

2	Customer Name:	Contact Name:	Contact Title:
Address:		Phone Number:	Length of Contract:
_____ _____ _____			
Reason for Separation:			

3	Customer Name:	Contact Name:	Contact Title:
Address:		Phone Number:	Length of Contract:
_____ _____ _____			
Reason for Separation:			