

### **GENESEE COUNTY PURCHASING DEPARTMENT**

GENESEE COUNTY ADMINISTRATION BLDG. 1101 BEACH STREET, ROOM 200 FLINT, MICHIGAN 48502 www.gc4me.com

TELEPHONE (810) 257-3030

ERIC F. HOPSON Purchasing Director

FAX (810) 257-3380

November 13, 2012

## **GENESEE COUNTY REQUEST FOR PROPOSALS (RFP) #12-038**

Sealed proposals will be received until **11:00 a.m., Monday, December 3, 2012**, at the Genesee County Purchasing Department, 1101 Beach Street, Room 200, Flint, MI, 48502 for **INMATE COMMISSARY SERVICES AND RELATED TECHNOLOGY.** 

A **pre-proposal meeting and site inspection** will be held at the Genesee County Administration Building, 1101 Beach Street, Room 301, Flint, Michigan 48502, on **Tuesday, November 20, 2012 at 10:00 a.m.** Representation shall be limited to three persons per prospective proposer, due to limited space available. Attendance is not mandatory, but highly recommended. Questions related to the request for proposal and requirements set forth in this solicitation, will be addressed. The pre-proposal meeting is for information only. Any answers furnished will not be official until verified in writing by the Genesee County Purchasing Director.

This procurement is conducted in accordance with the Genesee County Purchasing Regulations, a copy of which is on file and available for inspection at the Genesee County Purchasing Department.

Each proposer is responsible for labeling the exterior of the sealed envelope containing the proposal response with the proposal number, proposal name, proposal due date and time, and your firm's name. The proposal request number and due date for this RFP are:

# DUE DATE:Monday, December 3, 2012 @ 11:00 a.m.PROPOSAL REQUEST NUMBER:#12-038

<u>Eríc F. Hopson</u> ERIC F. HOPSON, PURCHASING DIRECTOR

bid2\2012\12-038 Attachments

#### GENESEE COUNTY IS AN EQUAL OPPORTUNITY EMPLOYER

## **TABLE OF CONTENTS**

SECTION 1. INSTRUCTIONS TO PROPOSERS	3
SECTION 2. STANDARD TERMS AND CONDITIONS	4
SECTION 3. ADDITIONAL TERMS & CONDITIONS	7
SECTION 4. PROCUREMENT TIMETABLE	9
SECTION 5. MINIMUM QUALIFICATIONS OF PROPOSERS	
SECTION 6. INTRODUCTION	11
SECTION 7. BACKGROUND INFORMATION & OVERVIEW	12
SECTION 8. SCOPE OF SERVICES	12
SECTION 9. PROPOSAL FORMAT/CONTENT	
SECTION 10. EVALUATION AND SELECTION PROCEDURE	27
SECTION 11. EVALUATION CRITERIA	28
SIGNATURE PAGE	
GENESEE COUNTY INSURANCE CHECKLIST	30
ATTACHMENT 1 - STANDARD PROPOSED CONTRACT	31
ATTACHMENT 2 – CURRENT COMMISSARY MASTER ORDER LIST	43
ATTACHMENT 3 – COMMISSARY CALENDAR YEAR TO DATE SALES	48

## RFP #12-038 INMATE COMMISSARY SERVICES AND RELATED TECHNOLOGY

## **SECTION 1. INSTRUCTIONS TO PROPOSERS**

- 1. Sealed proposals will be received until **11:00 a.m., Monday, December 3, 2012**, at the Genesee County Purchasing Department, 1101 Beach Street, Room 200, Flint, MI, 48502. LATE PROPOSALS AND PROPOSALS SENT BY FACSIMILE OR E-MAIL WILL NOT BE ACCEPTED.
- 2. A **pre-proposal meeting and site inspection** will be held at the Genesee County Administration Building, 1101 Beach Street, Room 301, Flint, Michigan 48502, on **Tuesday, November 20, 2012 at 10:00 a.m.** Representation shall be limited to three persons per prospective proposer, due to limited space available. Attendance is not mandatory, but highly recommended. Questions related to the request for proposal and requirements set forth in this solicitation, will be addressed. The pre-proposal meeting and site inspection is for information only. Any answers furnished will not be official until verified in writing by the Genesee County Purchasing Director.
- 3. **Submit one original, clearly marked as such, three (3) hardcopies, and one electronic copy of your proposal**. All proposals become the property of Genesee County. The original must include a signature on the Signature Page of a person authorized to make a binding offer. Additionally, the proposal response must consist of one copy in electronic format on a CD or flash drive formatted in Adobe (.pdf), Microsoft Word, and/or Microsoft Excel. Failure to provide the required number of duplicate copies may result in rejection of your proposal.
- 4. All communications, questions, or any other matters related to this RFP shall be directed to the Purchasing contact referenced in this solicitation. No contact regarding this solicitation made with other County employees is permitted. Any violation of this condition may result in immediate rejection of proposal.
- 5. All prospective proposers shall be responsible for routinely checking the Genesee County Purchasing Department website at http://www.gc4me.com/departments/purchasing/open\_bids.php for issued addenda and other relevant information. Genesee County shall not be responsible for the failure of a prospective proposer to obtain addenda and other information issued at any time related to this RFP.
- 6. The County's Standard Proposed Contract Template is attached to this RFP. After the award is made to the successful proposer, the County and the successful proposer will negotiate a final contract that substantially conforms to the Standard Proposed Contract. Any exceptions to the terms and conditions of the Standard Proposed Contract and this RFP must be clearly set forth in your

proposal and referenced on company letterhead. The County will not entertain negotiations to change any terms and conditions of the Standard Proposed Contract and this RFP unless those changes are requested in your proposal.

7. The County of Genesee requires a signed Insurance Checklist with each proposal submitted. Insurance required per the specifications governing this work must be provided prior to the contract starting date and kept in full effect and compliance during entire contract period. Failure to comply with these provisions will cause termination of the contract.

The contractor agrees to be responsible for any loss or damage to property or persons due to the performance of services herein contracted and further agrees to protect and defend the County of Genesee against all claims or demands whatsoever, and to hold the County of Genesee harmless from any loss or damage resulting therefrom.

- 8. **Preference for Genesee County and Veteran Owned Businesses:** Unless prohibited by law, in the case of requests for proposals where a quantitative based evaluation criteria is used for evaluating responsive proposals, Genesee County and Veteran Owned Businesses shall be afforded five (5) percent of the total evaluation points up to a maximum of five (5) points.
- 9. **Proposal Format:** Proposals must be submitted in the format outlined in Section 9.

## **SECTION 2. STANDARD TERMS AND CONDITIONS**

- 1. <u>Genesee County Purchasing Regulations</u>: All procurements are conducted in accordance with the Genesee County Purchasing Regulations, a copy of which is on file and available for inspection at the Genesee County Purchasing Department, 1101 Beach Street, Room 200, Flint, Michigan, 48502.
- 2. **Evaluation and Award:** The contract will be awarded to the responsible proposer whose proposal is determined to be most advantageous to the County, based on the evaluation criteria set forth in the RFP. Genesee County reserves the right to reject any or all proposals, to waive any informality or irregularity in any proposal, and to negotiate with the apparent successful proposer in the best interest of Genesee County. Unless otherwise indicated in the Request for Proposals, Genesee County reserves the right to award the contract in whole or in part, by item, by group of items, or by section where such action serves the best interests of Genesee County.
- 3. **Discussion with Responsible Proposers and Revisions to Proposals:** Discussions may be conducted with responsible proposers who submit proposals determined to be reasonably susceptible of being selected for award for the purpose of clarification to assure full understanding of, and conformance to, the solicitation requirements. If provided in the RFP, revisions of proposals may be permitted after submissions and prior to award for the purpose of obtaining Best and Final offers.
- 4. **<u>Cancellation: Rejection of Proposals</u>:** The Request for Proposals may be canceled by Genesee County at any time for any reason. Any proposal received may be rejected in whole or in part when in the best interests of Genesee County.

- 5. <u>Receipt of Proposals</u>: It is solely the responsibility of the proposer to assure the timely receipt of its proposal at the location indicated in this solicitation. LATE PROPOSALS AND PROPOSALS SENT BY FACSIMILE OR EMAIL WILL NOT BE ACCEPTED.
- 6. **<u>Tax</u>**: Genesee County is a Michigan Municipal Corporation and as such it is exempt from Federal Excise Tax and Michigan Sales Tax.
- 7. **Non-Discrimination:** The successful proposer/Contractor covenants that it will not discriminate against an employee or applicant of employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status or a disability that is unrelated to the individual's ability to perform the duties of a particular job or position, and that it will require the same non-discrimination assurances from any subcontractor who may be used to carry out duties described in this contract. Breach of this covenant shall be regarded as a material breach of this contract.
- 8. **Performance Bond:** If a performance bond is required, the bond must be issued by a company authorized to do business in the State of Michigan.
- 9. <u>Conflict of Interest</u>: Each proposer, by submitting a proposal, represents that the proposer has no knowledge that any employee, representative or agent of the proposer is a County employee who has directly or indirectly participated on behalf of the County in the contemplated procurement, or that any County employee who has so participated or any member of such an employee's immediate family has a financial interest pertaining to the contemplated procurement from the proposer, and represents that the proposer reasonably believes that no employee, representative or agent of proposer is a County employee who has so participated and that no County employee who has so participated or member of that employee's immediate family has a financial interest in the contemplated procurement from the proposer.
- 10. **Inspection:** All goods are received subject to inspection and testing. If goods are defective or fail to meet the proposal specifications, Genesee County shall have the right to reject the goods or to correct the defects. The contractor shall pay Genesee County for expenses incurred in correcting defects. Rejected goods will be held for forty-five days after delivery awaiting instructions from the contractor. After the forty-five day period, Genesee County will dispose of the goods without further liability to Genesee County. The contractor is responsible for the costs of handling, packing, and transportation incurred in returning or disposing of defective or non-conforming goods.
- 11. **Proposer's Representations:** Each proposer, by submitting a proposal, represents as follows:
  - 1) That the proposer has read and understood the RFP documents and has submitted its proposal in accordance therewith;
  - 2) That the proposal has been submitted by a duly authorized owner, partner, or corporate officer;
  - 3) That the proposal submitted has been prepared independently without collusion, agreement, understanding, or planned common course of action with any other

supplier of the goods or services described in the RFP, designed to limit independent offers or competition.

- 12. **Independent Contractor:** Proposer agrees that, if awarded a contract, the proposer will be an independent contractor and not an employee of Genesee County. The contractor shall secure, at its own expense, all personnel required in supplying goods or services under the awarded contract. All such personnel shall have no contractual relationship with Genesee County and shall not be considered employees of Genesee County.
- 13. **Insurance:** Each proposer must submit a completed Insurance Checklist, if so stipulated in the RFP. The required coverage and minimum limits may vary dependent upon the dollar amount of the contract, length of time of the contract, and the hazard level of the work or services to be performed. The types of insurance coverage may include: workers compensation, general liability, auto liability and/or professional liability. The insurer, insurance retention group, pool, or self-insurer must be authorized/licensed to provide such coverage within the State of Michigan and meet minimum financial ratings, if applicable, as supplied by Best or S & P.
- 14. **Indemnification:** The successful proposer shall defend, indemnify, and hold harmless Genesee County and its officers and employees from and against all claims, losses, damages, and expenses including, but not limited to, attorney's fees arising out of or resulting from the performance of the contract.
- 15. **Warranty:** The proposer warrants that all goods and services furnished under a contract resulting from the RFP shall be in conformance with the RFP documents, and that the goods are of merchantable quality as described in the Uniform Commercial Code, Section 2-314, and fit for the purpose for which they are sold. This warranty is in addition to any manufacturer's standard warranty which may apply or any warranty provided by law, and is in addition to all other express warranties made by the proposer.
- 16. <u>Applicable Law</u>: Any contract resulting from the RFP shall be governed by the laws of the State of Michigan. Unless otherwise provided in the contract documents, the contractor shall secure and pay for all permits, fees, duties, licenses, inspections, and approvals necessary for the execution and completion of the contract. The contractor shall give all notices and comply with all laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on the performance of the contract.
- 17. **<u>Right to Inspect</u>**: Genesee County may, at reasonable times, inspect the plant, place of business, or work site of a contractor or subcontractor which is pertinent to the performance of a contract or potential contract.
- 18. <u>Right to Audit</u>: Genesee County may, at reasonable times and places, audit the books and records of any contractor who has submitted cost or pricing data as a part of its proposal, to the extent that such books and records are pertinent to such cost or pricing data for a period of three years from the date of final payment under the contract. Genesee County shall be entitled to audit the books and records of a contractor or subcontractor other than a firm fixed-price contract to the extent that such books and records are pertinent to the performance of such contract or subcontract. Such books and records shall be maintained by the contractor for a period of three years from the date of final payment under a prime contract and by the subcontractor for a period of three years from the date of final payment under a prime contract and by the subcontractor for a period of three years from the date of final payment under a subcontract.

19. <u>Safety</u>: Genesee County, as the owner of the premises where the service or work is to be performed, or as the purchaser of goods received, requires that all applicable Michigan Occupational Health & Safety (MIOSHA) Rules and Regulations are followed by your employees and that the goods meet the applicable safety regulation. All Center of Disease Control guidelines (CDC) incorporated by reference within the MIOSHA regulations must be followed.

The following County buildings were all built prior to 1981. In accordance with OSHA regulations, you must consider that "presumed asbestos containing materials" ("PACM") exist in these buildings.

Animal Shelter County Courthouse County Administration Building Galliver Building Mt. Morris 67th District Court Building

Based on the above, Contractors are notified that their workers must be properly trained and accredited in accordance with OSHA regulation 29CFR 1910.

## **SECTION 3. ADDITIONAL TERMS & CONDITIONS**

- 1. <u>**Purpose</u>**: This RFP is designed to solicit proposals from qualified firms to identify one successful firm (Contractor) to provide inmate commissary services and related technology to the Genesee County Sheriff's Department ("GCSD"). These services will include, but are not limited to: commissary items for sale to inmates, delivery of prepackaged items/orders, software (order placement, inmate financial accounting, etc.), kiosks (order placement by inmates, etc.).</u>
- Issuing Office: This RFP is issued by the Genesee County Purchasing Department on behalf of the Genesee County Sheriff's Department ("GCSD"). The sole point of contact for this solicitation is Mr. Eric F. Hopson, Purchasing Director, Genesee County, 1101 Beach Street, Room 200, Flint, Michigan 48502; Fax: (810) 257-3380; email address <u>ehopson@co.genesee.mi.us</u>. Failure to comply with this requirement shall be cause for immediate rejection of proposal.
- 3. Questions & Inquiries: All questions regarding this RFP shall be submitted in writing by email or facsimile, and received no later than Tuesday, November 27, 2012 by 12:00 p.m., to the Genesee County Purchasing Department as noted above. <u>E-mail is the preferred method of contact for all inquiries concerning this RFP</u>. Questions submitted by telephone will not be answered. No verbal interpretation to any prospective proposer as to the meaning of any requirement stated in this RFP shall be binding on Genesee County. All responses to questions regarding this RFP shall be issued in writing and provided as an addendum by the Genesee County Purchasing Director.
- 4. <u>Errors, Omissions, and Discrepancies</u>: If a proposer discovers any ambiguity, conflict, discrepancy, omission, or other error in the RFP, it shall immediately notify the Genesee County Purchasing Director of such error in writing and request modification or clarification of the document prior to the deadline for submitting questions. Genesee County will make modifications by issuing a written addendum. The proposer is responsible for clarifying any ambiguity, conflict, discrepancy, omission, or other error in the Request for Proposals prior to submitting a proposal or it shall be waived by the prospective proposer.

- 5. <u>Addenda to RFP</u>: Genesee County reserves the right to amend and provide clarification of this RFP prior to the date for proposal submission. In such an event, an addendum will be posted on the Purchasing Department website (http://www.gc4me.com/departments/purchasing/open\_bids.php). <u>Further, all proposers shall acknowledge having seen any and all addenda issued (1, 2, 3, etc.) on the Signature Page</u>.
- 6. **Preparation of Proposals & Cost:** Proposals should be prepared simply and economically, providing a straightforward, concise description of the proposer's ability to meet the requirements of this RFP. Genesee County shall not be liable for any costs incurred by proposers prior to issuance of a contract.
- 7. **Withdrawal of Proposal:** Proposals may only be withdrawn by a proposer with written notice prior to the date and time set for the due date of proposals.
- 8. **<u>Rejection of Proposals</u>**: Genesee County reserves the right to waive any informality in the request for proposals; to reject any or all proposals; and to make an award which it considers to be in the best interest of Genesee County.
- 9. **<u>Responsive Proposals</u>**: To ensure full consideration, all proposers shall submit a complete response to this RFP using the format provided in <u>Section 9</u>. In addition, at least one of the proposals submitted shall include an **original signature** of an official authorized to bind the proposer to its provisions.
- 10. <u>Statement of Exceptions</u>: The proposer shall furnish a statement on company letterhead giving a complete description of all exceptions to the terms, conditions, and specifications set forth in this RFP or the Standard Proposed Contract. Failure to furnish this statement shall mean the proposer agrees to meet all requirements set forth in this solicitation.
- 11. **Validity Period:** Any proposal submitted as a result of this Request for Proposals shall be binding on the proposer for 120 calendar days following the due date.
- 12. <u>Clarification of Proposals</u>: Discussions may be conducted with responsible proposers who submit proposals determined to be reasonably susceptible of being selected for award for the purpose of clarification to assure full understanding of, and conformance to, the solicitation requirements. Prospective proposers may be required to make a presentation of their proposal. This opportunity would provide the proposer the ability to clarify its proposal to ensure mutual understanding of the services to be provided. Clarification of proposals is solely at the discretion of Genesee County. During this process, neither the names of any proposer nor the contents of any proposal will be disclosed until completion of the best and final offer process.
- 13. <u>Best and Final Offers (Negotiations)</u>: Proposers whose proposal are determined to be reasonably susceptible of being selected for award may be short listed, interviewed and given the opportunity to submit best and final offers, after the initial evaluation of proposals. The County will determine if it is in its best interest to seek a "Best and Final Offer" from prospective proposers that submitted proposals. Soliciting Best and Final Offers will provide short listed firms the opportunity to revise their proposal to possibly increase the likelihood for being awarded a contract, and to make the proposal more advantageous to Genesee County. During this process, neither the names of any proposer nor the contents of any proposal will be disclosed until completion of the best and final offer process.

The contract that may be entered into will be awarded based on the proposal response and possible Best and Final Offer that is the most advantageous to Genesee County based on the Evaluation Criteria as seen in Section 11.

- 14. **Disclosure:** All information in a proposer's proposal submission is subject to disclosure under the provisions of Public Act No. 442 of 1976 known as the "Freedom of Information Act." This Act also provides for the complete disclosure of contracts, proposals, and attachments thereto. In the event that a proposer wishes to designate any portion of their submission as "confidential" or "proprietary," the proposer must contact the Purchasing Director prior to submission of the proposal.
- 15. <u>Acceptance of Proposal Content</u>: The contents of the proposal of the successful proposer and its Best and Final Offer (if applicable) may become contractual obligations if a contract is issued. Failure of the successful proposer to accept these obligations will result in cancellation or termination of contract award.
- 16. <u>**Termination for Misrepresentation:</u>** If the successful proposer receives a contract and is subsequently found to have misrepresented any information in its proposal and/or Best and Final Offer submission, the contract may be terminated at the discretion of Genesee County.</u>
- 17. **Prime Contractor Responsibilities:** The selected proposer will be required to assume responsibility for all services offered in his/her proposal regardless of who produces them. Further, the County will consider the selected proposer to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.
- 18. <u>News Release:</u> News releases pertaining to this RFP or the services required may not be made without prior written Genesee County approval and only in accordance with the instructions from the Genesee County Contract Administrator. No information associated with the subsequent contract and contract services will be released without prior approval of the Genesee County Contract Administrator and then only to persons designated.

### **SECTION 4. PROCUREMENT TIMETABLE**

The following projected timetable shall be used as a working guide for planning purposes. Genesee County reserves the right to adjust this timetable as required during the course of the RFP process.

Public Notice provided by the County Request for Proposal Issued Last Day for Written Questions Proposals Due In Purchasing Complete Evaluation of Proposals Contract Effective Date November 11, 2012 November 14, 2012 November 27, 2012 December 3, 2012 December 7, 2012 January 1, 2013

## SECTION 5. MINIMUM QUALIFICATIONS OF PROPOSERS

In order to qualify for contract award, a proposer shall have the capability in all respects to perform the contract and the integrity and reliability, which will assure good faith performance. This requirement shall include, but is not limited to: the availability of the appropriate financial, material, equipment, facility, personnel, ability, expertise and experience necessary to meet all contractual requirements.

At a minimum, the following requirements are necessary for consideration of contract award:

- 1. Proposer shall be financially stable and have the financial wherewithal to carry out the requirements of this solicitation.
- 2. The proposer must be primarily engaged in providing inmate commissary services and related technology and must have five (5) years of previous direct experience in the provision of the required services to large correctional facilities.
- 3. Must have a minimum of five (5) correctional commissary accounts as described in this solicitation with a minimum average daily census of 500 inmates.
- 4. Services provided to clients identified as references must have been superior or better, as evaluated by the proposer's references. All client references will be asked to rate a proposer's services as unsatisfactory, satisfactory, superior, or excellent. In addition, client references must provide at least a superior rating for customer service.
- 5. The proposer's personnel and management to be utilized in the services required shall be knowledgeable in their areas of expertise. The County reserves the right to perform investigations as may be deemed necessary to insure that competent persons will be utilized in the performance of the contract.
- 6. Willingness to supply information requested by Genesee County concerning a determination of its responsibility. If the proposer fails to supply any requested information, Genesee County will base its determination of responsibility upon any available information, or may find the proposer non-responsive if such failure is unreasonable.

If a proposer does not convince Genesee County that it possesses the above minimum qualifications with the proposal submission, Genesee County shall not consider its proposal for award.

## **SECTION 6. INTRODUCTION**

Genesee County is soliciting proposals from qualified firms for Inmate Commissary Services and Related Technology for the Genesee County Sheriff's Department ("GCSD") located at 1002 S. Saginaw St., Flint, MI 48502. Prospective proposers shall meet the minimum qualifications as outlined in this solicitation and through the submission of a proposal, attests to a full understanding of the services and technology required.

The successful proposer will provide all services required for an effective and efficient inmate commissary operation. In addition, the contractor shall provide the management, technology and expertise to insure high customer services levels to the GCSD and the inmate population.

The facility has a state-rated capacity of 580 inmates. However, the Genesee County Jail has an approximate average daily population of 635 inmates.

## **SECTION 7. BACKGROUND INFORMATION & OVERVIEW**

The Genesee County Sheriff's Department currently provides commissary services inhouse by purchasing commissary items from several different vendors. The commissary operation is supported by GCSD staff and inmate labor (trustees). The commissary software management system is a separate system from all other jail systems. Inmates housed in the Genesee County Jail are permitted to use money deposited into their personal inmate accounts to purchase commissary items. The profits generated from the sale of commissary items are deposited into the Commissary Fund, and used to offset the cost of other GCSD expenditures. The current commissary operations involve the following:

- 1. Inmates order commissary items once per week, on a specific day that varies by floor/pod, using order forms that are available on the floors/pods. When the order forms are completed, the order forms are collected by the Commissary Deputy or a trustee. The Commissary Deputy enters inmate commissary orders into the computer system, and an invoice is generated. Orders are packaged in clear plastic bags and heat-sealed. In addition, a copy of the invoice is placed in the bag for the inmates. The Commissary orders are packaged and delivered to inmates within two days of the order date by inmate labor (trustees). The funds to pay for these purchases are deducted from each inmate's account.
- 2. Incoming Funds:
  - A. To increase an inmate account a third party must come to the GCSD and make deposits. The funds are credited to the inmate account and deposits are made to the bank.
  - B. When an inmate is booked into the Genesee County Jail all monies are counted and noted as incoming property. The funds are credited to the inmate account and deposits are made to the bank.

#### 3. Outgoing Funds:

Upon their release, inmates are issued a check for the remaining balance in their commissary account minus other expenditures.

## **SECTION 8. SCOPE OF SERVICES**

The requirements for how inmate commissary services will be provided are described below. Further, the successful proposer will be required to provide a commissary ordering and delivery solution that meets the requirements set forth in this solicitation and any value added components the successful proposer may propose, if desired by the GCSD. The successful proposer will provide and assume all costs associated with interfacing the proposed technology with the GCSD's CIMS (Criminal Information Management System), Jail Management System (QED – Queues Enforth Development), new Jail Management System (Archonix XJail CJMS) and EZ Pay Payment Kiosks. It is the intent of the Genesee County Sheriff's Department ("GCSD") to award a contract to the proposer that proposes the best value and most appropriate solution for providing commissary services to the GCSD. The successful proposer must provide all specified supplies, equipment, technology, etc., and complete implementation within 45 days of contract award or the contract may be terminated.

All proposals submitted must provide for the provision of a complete inmate commissary program, which includes order processing, order delivery, technology, and various management and financial services. At a minimum, the Genesee County Sheriff's Department ("GCSD") requires the following:

- 1. <u>Minimum Service Requirements</u>:
  - A. Inmate Accounting Software for commissary service transactions and processing.
  - B. Insure that all financial transactions are seamless, transparent and auditable.
  - C. Any workstations needed to process commissary orders.
  - D. Order Forms, Supplies & Equipment Necessary forms, supplies and equipment to facilitate the provision of commissary items to the inmates and the services to the GCSD. These items shall be provided at the Contractor's expense. At a minimum, this requirement shall consist of the following:
    - 1. <u>Forms</u>: All forms that are needed to order commissary items. Commissary order forms may have the ability to be scanned when marked with pencil. Commissary order forms should provide a means of identifying the inmate, the inmate's housing unit, available products, the unit price of each item, and the quantity to be ordered. All forms will be proofed and approved by the GCSD prior

to printing and distribution.

- 2. <u>Equipment</u>: All equipment that is needed to process commissary orders. This shall include, but not be limited to, scanners, modems, telephone lines, kiosks, computer hardware, and computer software. The GCSD is interested in the best solution relative to order processing and delivery hardware options.
- 3. <u>Automated Scanner</u>: Scanners shall be automated and equipped with form auto-loaders to minimize attendance by the Contractor's staff during the scanning and file transfer processes.
- 4. <u>Consumables</u>: All consumable supplies required for the equipment provided by the successful proposer. The Contractor shall make available to the GCSD a sufficient quantity of consumable supplies to the operation of Inmate Commissary Services.
- 5. <u>Maintenance and Repair</u>: On-site repair and/or replacement of all equipment supplied by the Contractor under the terms of any subsequent agreement. The successful proposer shall repair or replace failed equipment within twenty-four (24) hours of notification.
- E. <u>Wall Mounted Kiosk Order Entry System</u> The Contractor, if proposed and desired by the GCSD, shall provide and install a sufficient number of Housing Type Wall-mounted Inmate Order Entry Kiosks with color touch screens.
- F. Inmate Housing Kiosk functionality shall include:
  - 1. Commissary Order Entry
  - 2. Account History / Current Balance
  - 3. Appointment Request Features
  - 4. Grievance / Medical Requests
  - 5. Inmate Calendar Views
  - 6. Ability to Post Facility Information relative to the inmates
- G. The successful proposer will be responsible for wiring of all inmate housing kiosks at the proposer's expense.
- H. Provide and deliver commissary items with prices that are no less than the price of all current GCSD commissary items (see Attachment 1).
- I. All proposals must meet or exceed existing grades and quality of

commissary items being sold in the GCSD Commissary:

- 1. Attachment 1 provides a list of commissary items currently being supplied to the County. Proposers must include in their proposals a comparable list of items that will be offered, including pricing and size of item.
- J. Pre-bagged inmate commissary orders shall be delivered to the facility three (3) three times per week from the proposer's warehouse. The delivery schedule must be mutually agreed upon between the proposer and the GCSD. In addition, at a minimum, all deliveries of inmate orders shall meet the following requirements:
  - 1. All inmate orders will be delivered to the Genesee County Jail in sealed, clear plastic bags.
  - 2. The delivery days and times will be negotiated by the successful proposer and the GCSD. However, it is likely that the days and times will be the same every week. Proposers shall propose a delivery schedule for the GCSD's consideration with their proposal response.
  - 3. No products delivered to inmates shall have an expired "sell-by" date.
  - 4. All food items must have nutritional value and allergen information.
  - 5. Consumable items shall contain no alcohol.
  - 6. All containers shall be made of non-breakable materials.
  - 7. All purchases delivered to inmates shall be free of contraband.
- K. Individual commissary orders delivered to the GCSD will be delivered to the inmate population by inmate labor (trustees) at the Genesee County Jail.
- L. Prices, changes and substitutions to commissary items must be by mutual agreement. The GCSD desires that commissary prices be reasonable and held firm for the first year of the contract. Any price increases must be agreed upon by a designated representative of the GCSD and said increase shall take effect on a mutually agreed upon date.
- M. Price increases may be allowed as a result of the following:
  - 1. Manufacturer or Supplier price increases associated with the commissary items
  - 2. Governmental or regulatory agency cost increases to the trade

- 3. National Average Consumer Price Index (CPI-U) increases as published by the United States Department of Labor.
- 4. Any request for a price increase must be supported by documentation from the Contractor, manufacturer, supplier, or governmental agency and must be submitted in writing at least thirty (30) days prior to the proposed effective date of the proposed price increase.
- N. The successful proposer shall be responsible for the all costs of interfacing their proposed technology with the GCSD's CIMS (Criminal Information Management System), Jail Management System (QED – Queues Enforth Development), new Jail Management System (Archonix XJail CJMS) and EZ Pay Payment Kiosks. The County anticipates the full implementation of the new jail management system by April 1, 2013.
- O. The successful proposer shall maintain sufficient inventory levels at the successful proposer's warehouse location to limit shortages and/or backorders. Quality and inventory control methods and standards shall be submitted with the proposal response.
- P. The successful proposer shall maintain an average order fill rated of 98% or higher. Upon completion of the initial two-month startup period, failure to maintain a minimum of 98% average fill rate during any six-month period shall be grounds for contract termination.
- Q. The GCSD reserves the right to set limits on commissary purchases by inmates.
- R. Appropriate State land local sales tax charged to the inmate commissary order by the Contractor and referenced on all receipts and invoices provided to the inmate and GCSD.
- S. Full implementation of commissary services with the necessary IT equipment and software within 45 days of contract award.
- T. The successful proposer will provide a commission to the GCSD as a percentage of Net Commissary Sales as defined in Section 9.10.A.

#### 2. Order Process and Procedures:

The successful proposer may provide an Inmate Order Entry Wall-Mount Housing Type Kiosk Solution with Commissary Order Entry Software to order commissary items, fully integrated with the GCSD's CIMS (Criminal Information Management System), Jail Management System (QED – Queues Enforth Development), new Jail Management System (Archonix XJail CJMS) and EZ Pay Payment Kiosks. The GCSD's new Jail Management System is scheduled for full implementation by April 1, 2013. However, the GCSD will consider other means for inmates to order commissary items (see Section 8.1.D.1-4). The unrestricted inmate population will be allowed to order commissary items delivered to the Genesee County Jail up to three (3) times per week. The electronic orders will be transmitted via the internet to the successful proposer's designated warehouse. The GCSD will not allow the Contractor to dial in to the GCSD computer system for the retrieval of orders. Inmate orders shall be transmitted locally from the commissary system provided by the Contractor. Pricing and items cannot be changed by the Contractor without the written consent of the designated representative of the GCSD. The GCSD desires that prices shall remain in effect for the first year of the contract. Price increases may be allowed on commissary items upon approval of the designated representative(s) of the GCSD.

Inmates will place commissary orders with a weekly dollar limit that will be established by the GCSD. Once the inmate's available funds are spent, additional items will not be processed. The Contractor's software must search for the next item on the commissary sheet that may be attained by the inmate due to limited funds, maximizing the inmate's purchases. Items exceeding the inmates' available funds must be listed at the bottom of the inmate receipt. In addition, any items that are unavailable to the inmate due to restrictions, unauthorized items, or item quantities that exceed the GCSD's limits, etc., must be listed at the bottom of the inmates receipt. A sample of the proposed Master Commissary Order List and inmate receipt detailing said restrictions must be enclosed with the proposer's proposal response.

The proposer shall provide a method of handling damages and refunds efficiently. In addition, the proposer shall issue a refund to the inmate's financial account within twenty-four (24) hours of notification when: an inmate is released from custody prior to receiving the order, an inmate is placed in disciplinary status prior to receiving the order, commissary items are damaged, opened, or missing prior to the items being delivered to the inmate. Upon notification by the GCSD, the successful proposer must replace any item delivered in a damaged, spoiled, or stale dated condition to an inmate. **These procedures must be approved by the GCSD and submitted with the proposal.** 

All products intended to be sold to inmates must be submitted to the GCSD for inspection and approval to insure a safe and secure environment. The Contractor will be required to develop an informational package, which will serve to explain and inform the inmate population of the procedures for ordering and receiving commissary items. This information must be provided in both English and Spanish. In addition, this information must be approved by the GCSD.

#### 3. Products and Pricing

The proposer shall supply a complete detailed Master Commissary Order List with pricing of all items available to inmates at the Genesee County Jail through the proposed commissary solution. The proposed Master Commissary Order List shall be provided with the proposal response. Proposers shall list all sizes offered including ounce sizes and quantity counts. The successful

proposer shall make available, commissary goods from the approved commissary master list issued by the GCSD to the inmates. The contractor is responsible for ensuring that only items included on the commissary master order list are available to inmates at the GCSD. The GCSD reserves the right to add, eliminate or restrict products on the master commissary order list. The GCSD has been designated as a tobacco free facility and tobacco products are strictly prohibited.

The GCSD has put an emphasis on security friendly commissary items to enhance security at the Genesee County Jail. This includes, but is not limited to, clear and resealable products for both food and hygiene products. In addition, product quality shall be considered for all items offered to the inmate population. **The proposer shall note any security friendly items offered in their proposal for the benefit of the GCSD.** 

4. Indigent Goods:

The successful proposer shall accommodate inmates who are classified as indigent, and afford them the opportunity to obtain an indigent commissary pack once per week.

- A. The GCSD considers those inmates with less than two dollars (\$2.00) on their inmate account at the time of placing their commissary order to be indigent.
- B. The successful proposer must have the capability of providing and tracking quantity/items obtained by indigent inmates to ensure purchases do not exceed the maximum allowed.
- C. The successful proposer shall provide the following items in the indigent commissary pack in the quantities indicated:
  - 1. 1 Shampoo bottle 2.0 oz
  - 2. 1 Fingertip toothbrush
  - 3. 1 Toothpaste .6 oz
  - 4. 1 Golf pencil
  - 5. 2 Stamped envelopes 6.5 x 3.5 inch
  - 6. 1 6 x 9 inch paper pad
  - 7. 1 Disposable razor
  - 8. 1 Deodorant stick .5 oz

- D. Indigent goods shall be listed in a separate section of the commissary order form and shall have a unique product ID number. The same items may be made for sale to the general population, providing they are listed separately on the commissary order form/system and given a different product ID number.
- E. Indigent goods (those listed in the indigent section of the commissary order form/system) shall be sold only to qualifying inmates.
- F. No funds shall be deducted from accounts of inmates who qualify for indigent goods, and who order those goods from the indigent section of the commissary order form.

#### 5. <u>Delivery & Packaging</u>:

For the purpose of this discussion, actual commissary items shall be delivered to the Genesee County Jail up to three (3) times a week. Actual dates, times, and packaging are subject to negotiation, and shall be expressed in the final contract.

- A. Each commissary order shall be packaged individually. There shall be a copy of the receipt attached to each package so that the inmate's data is clearly visible.
- B. Commissary orders shall be grouped according to inmate housing units. Packaging shall be clearly marked to reflect the name of the housing unit. The total weight of any single order shall not exceed twenty (20) pounds. The successful proposer shall establish procedures for collection and removal of any items used to group and/or deliver commissary orders.
- C. The successful proposer shall provide a "Purchase Statement" to the GCSD itemizing each individual sale by 8:00 AM on the specified delivery day. The Purchase Statement shall include the following information: Facility, housing unit, inmate name, booking number, purchase amount, origin of purchase (inmate, etc.), totals by page, and a summary page of commissary items purchased.

#### 6. <u>Billing & Commission</u>:

- A. The GCSD will require detailed billing at least once every week.
- B. Commissions due to the GCSD shall be paid to the GCSD on a monthly basis and shall be paid to GCSD as a percentage of Net Sales as defined in Section 9.10.A.
- C. Credits for shortages/damages to inmate orders shall be input into the Contractor's system for credit to the individual inmate's accounts. The Contractor's system should allow for on-line crediting where the GCSD staff may view the order in the commissary application/system, and credit said shorted/damaged products electronically.

- D. Proposers shall provide a proposed commission to be paid to the GCSD on Net Commissary Sales (see Section 9.10.A).
- 7. Inmate Accounting System:

The Contractor shall provide an inmate accounting software application and, possibly, an Inmate Commissary Kiosk Ordering System that will interface with the GCSD's CIMS (Criminal Information Management System), Jail Management System (QED – Queues Enforth Development), new Jail Management System (Archonix XJail CJMS) and EZ Pay Payment Kiosks. These systems will be used to facilitate the tracking of inmate funds and inmate locations within the Genesee County Jail.

- A. The Contractor will provide and assume all costs for the integration with the GCSD's CIMS (Criminal Information Management System), Jail Management System (QED – Queues Enforth Development), new Jail Management System (Archonix XJail CJMS) and EZ Pay Payment Kiosks for the electronic exchange of all pertinent inmate information required to operate the Contractor's proposed technology. The required Integration with the above referenced systems is required.
- B. The Contractor, in their proposal, must provide a timeline on the history of the development of their software to include, at a minimum:
  - 1. The date of the systems first introduction to the correctional industry.
  - 2. Programmers who created the software and their current status within the company.
  - 3. Current technical staff, job titles, phone numbers, experience, and duties.
  - 4. Current ownership of the Contractor's software and who provides customer service for and continuing enhancements of the software.
  - 5. Listing of all correctional facilities in the State of Michigan and surrounding states where the Contractor's software is utilized. Said list to include the names of contacts, phone numbers and a description of the utilization of your software at said facilities.
- C. The successful proposer shall provide any necessary financial reports from their software to meet the needs of the GCSD. The successful proposer shall provide adequate training of GCSD and Genesee County IT staff as to the proper use of the Contractor's software. On-going

training shall be provided by the Contractor as the need arise. Upon contract award, the successful proposer shall submit a training schedule to the GCSD. All training will be the sole responsibility of the Contractor.

- D. At a minimum, the Contractor's proposed software applications must meet the following requirements:
  - 1. Security protocols to limit accessibility to the Contractor's software by individual, group and the ability to authorize software access by terminal/workstation.
  - 2. Provide terminal/workstation internet browser based "view only rights", to provide inmates information regarding past orders, and inmate account history.
  - 3. Monitor all system activity including but not limited to: new entries, data changes, log in and log outs and releases.
  - 4. Allow multiple workstations to print checks to a networked check printer. Configuration for said workstations to the networked printer must be achieved without user assistance.
  - 5. Ability to print "non-negotiable sample checks" to assist in configuration changes and verification of print locations prior to the printing of a "live" check.
  - 6. A positive pay checking account system to work in conjunction with the Jail's bank to verify checks.
  - 7. The system must allow for multiple cash stations that can be assigned to specific workstations or shared amongst multiple workstations.
  - 8. The system must provide an on-line "money count" option to assist in the counting of each cash drawer at shift change/cash drawer closeout. The money count must be printable at any time during the shift for cash drawer verification purposes.
  - 9. Generate receipts for all deposits with the ability to automate the receipt numbering system.
  - 10. Deduct on-line from an inmate's account of commissary order purchases.
  - 11. Post on-line credits for commissary orders, shortages, damages, and releases.
  - 12. Create various reports, including at least:

- a. "Ledger" Report for each inmate.
- b. Reporting of individual inmate accounts on a monthly basis or entire incarceration to include all transactions (deposits and withdrawals).
- c. Ability to create reports
- d. Recoverable/Receivable reporting to include: inmates charged, paid, and due/outstanding amounts.
- 13. Post deposits on-line and in real time, into an inmate's account, all window deposits.
- 8. Inmate Housing Unit Kiosk Requirements (If required):
  - A. If required by the GCSD, the successful proposer shall provide Inmate Wall-mounted Housing Unit Kiosks.
  - B. Proposers must describe in detail their Inmate Housing Unit Kiosks specifications and functionality. In addition, the proposer shall include the number and possible locations of the inmate housing unit kiosks to be provided by the proposer.
  - C. Contractor will be responsible for wiring of inmate housing unit kiosks.
  - D. Contractor supplied housing unit kiosks must be powered by Ethernet cable only. There will be no wiring for electricity other than CAT 5 cabling to kiosks.
  - E. Contractor will provide and assume all costs for the integration with the GCSD's CIMS (Criminal Information Management System), Jail Management System (QED Queues Enforth Development), new Jail Management System (Archonix XJail CJMS) and EZ Pay Payment Kiosks.
- 9. Data Recovery / Disaster Backup Plans:

At a minimum, disaster recovery to the GCSD shall include:

- A. Scheduled backup to local media daily or more frequent export of database files to one or more of the following:
  - 1. Local Hard Drive
  - 2. Local Zip Disk
  - 3. Network Drive

- 4. Facility Tape drive
- B. Off-site backup to secure Web Site daily or more frequent transmission of exported database files.
- C. Off-site Backup to Fire-Proof Corporate Data Center Storage Area Network with 14-day tape storage at fireproof off-site facility.

Recovery under any of the above scenarios will include first efforts to restore the data on the machine(s) that failed without resorting to a prior backup. If this is not possible, the Contractor shall restore the last backup to a service replacement system and ship the replacement to the site on the business day following the data restoration. **Proposers shall outline additional service procedures offered for the recovery and restoring of data**.

- 10. Equipment Warranty and Maintenance:
  - A. All equipment, including software, provided by the successful proposer shall have a warranty and shall be maintained by the Contractor for the duration of the contract term and any renewal periods. **Proposers shall list all equipment proposed in their solution and service offering.** All equipment proposed and provided by the successful proposer shall be new equipment.
  - B. The Contractor shall provide initial on-site training session(s) for designated GCSD and Genesee County IT staff.
  - C. The successful proposer shall provide on-line user manuals on all desktops/terminals utilizing the Contractor's software.
  - D. All information entered into the Contractor's software during the course of the contract shall be the property of the GCSD. Upon expiration of the commissary services contract, the Contractor shall provide all inmate and GCSD information to the GCSD.
  - E. The Contractor must have a 24-hour helpdesk with an 800 number manned by trained staff. **Proposers shall provide with their proposal contact information for the helpdesk and information on the management/supervisory staff assigned to manage/supervise the helpdesk**.

## SECTION 9. PROPOSAL FORMAT/CONTENT

For a proposal to be deemed responsive, all proposals received must consist of the items referenced below and in the required format stated in this section.

Submit one (1) original, three (3) hardcopies and one (1) electronic copy of RFP #12-038 (Cover letter through page 53). Consisting of the following:

- 1. <u>Cover Letter Business Organization</u>: State the full name and address of your organization's corporate headquarters and, if applicable, the branch office or other subordinate element/subcontractors that will perform or assist in performing the work. In addition, provide brief information regarding the company's history as a firm identifying core competencies and experience in providing the system and services outlined in this solicitation. Submit the information below relative to the proposer. If a joint venture, similar information must be provided for each member of the joint venture.
  - A. Company name and business address, including telephone number, fax number and Internet address.
  - B. Year established (include former firm names and year established, if applicable).
  - C. Type of ownership and parent company if any.
  - D. Brief statement of the firm's background demonstrating longevity, core competencies, and financial stability.
    - 1. Submit a brief description of proposer's corporate and other organizational history and experience in providing Commissary Services and Related Technology to correctional facilities comparable in size and larger than the Genesee County Jail. The proposer shall demonstrate specific design and project expertise relating to the requirements of this solicitation.
- 2. <u>Table of Contents</u>: Proposals must include a table of contents listing all sections, figures, and tables. Major sections and appendices should be separated by labeled ring binder index tabs. Pages may be double-sided, and must be numbered.
- 3. RFP #12-038 (Cover letter through page 53). Consisting of the following:
  - A. <u>Signed Signature Page</u> Provide all of the required information as indicated. Additionally, at least one of the proposals submitted is to include an original signature of an official authorized to bind the proposer to the proposal response.

- B. <u>Executed Insurance Checklist</u> To be properly executed, the document should be signed by an authorized representative of the proposer and a representative of the proposer's insurance carrier.
- C. <u>Statement of Exceptions</u> The proposer shall furnish a statement on company letterhead giving a complete description of any exceptions to the terms and conditions of this RFP and Standard Proposed Contract (Attachment 2). Failure to furnish this statement constitutes agreement by the proposer to comply with all terms and conditions set forth in this solicitation.
- 4. <u>Management Summary</u>: Submit a management summary of the major facts or features of the proposal, including any conclusions, assumptions, and recommendations the proposer desires to make. State in succinct terms your understanding of the required deliverables associated with this solicitation. Describe in narrative form the management structure, methods, and procedures selected by your organization to successfully provide the services and required technology. Please include evaluation and quality assurance measures. In addition, proposers shall provide the following items as part of this section:

## A. Provide the required submittals referenced in Section 8 that appear in bold font.

- B. The proposer must provide security procedures, to prevent the introduction of contraband into the Genesee County Jail. Specifically, plant/facility, packaging, transportation and employees.
- C. Submit protocols, guidelines and procedures for inmate/customer complaint resolution.
- D. <u>Provide Service and Solution Features of Value and Not Specified in this</u> <u>Solicitation</u> - Provide features about your firm's proposed service and technology solution that may not have been specified in the requirements included in this solicitation. In the event the GCSD would incur costs for the provision of the proposed value added components, please identify the expected costs to the GCSD.
- 5. <u>Key Staff and Personnel</u>: Submit job descriptions and qualifications for each team member that will be assigned by your firm to this contract/project. Proposer's staff qualifications must include longevity with firm, relevant certifications, brief project/assignment history with your company, educational background, and employment history. This information shall include, if awarded a contract by the County, the proposer's project manager for this project.
- 6. <u>Company Experience & References</u>: Submit a description of at least four (4) relevant commissary accounts held by your firm. Relevant is defined as accounts where your firm provides similar commissary services and related technology as required in this solicitation. The description must provide the following information at a minimum: Organization Name, Contact Person with

Address, Telephone Number and Email Address, Status of Contract and Discussion of deliverables (services, hardware, software, support, etc.). Given the objectives of this solicitation, the contractor must demonstrate an established competence with respect to the provision of commissary services and related technology as referenced in this solicitation.

The qualifications of consultants, subcontractors, or joint venture firms that will assist the proposer with this project/contract should be included in this section. Also, please provide the following information relative to your firm and joint venture partner(s):

- A. Provide information on any contract with your firm that was terminated prior to completion in the last five years. Include details of such circumstances. The proposer must provide a description of all litigation that is pending as a defendant, and all litigation in which a judgment was made against the proposer during the previous three (3) years.
- 7. <u>Implementation/Work Plan</u>: The proposal shall include a plan and corresponding schedule for implementation of the services and technology including: design, engineering, delivery, installation, services and maintenance of the proposed solution. To assist in the preparation of your proposal, the County requires the services and technology to be implemented within 45 days of contract award. This plan shall include, but not be limited to, the following:
  - A. Name and qualifications of the project manager (see Section 8.5).
  - B. Organizational Resources supporting the project manager, i.e., number of full-time engineers and technicians, training personnel with a brief description of qualifications and any other pertinent data.
  - C. Schedule for implementation showing expected milestone dates (expressed in weeks, after contract award) for each major activity, i.e., equipment delivery, cabling, installation, testing, cutover and training.
  - D. A description of all tasks to be performed by Genesee County staff prior to and during cutover. Include a detailed list of any requirements the proposer will have of the County to provide equipment space, utilities, cables, phone service, internet access, and building access requirements for installation.
- 8. <u>Proposer's willingness to commit to the following contractual obligations:</u>
  - A. Provide knowledge transfer to Genesee County staff regarding system implementation, integration, etc.
  - B. Consent to Non-performance holdbacks
  - C. Allow Genesee County to approve changes and require changes to the Contractor's project team over the life of the project.

- D. Provide Genesee County with system documentation for all application modules, including custom modifications and interfaces?
- 9. Additional Information:
  - A. Provide a diagram(s) detailing server, hardware, software, and connection configuration information.
  - B. Provide product data sheets and/or technical documentation.
  - C. Identify challenges associated with the project and describe the processes and analysis you will utilize to address them.
  - D. Include any other information that is believed to be pertinent but not specifically asked for elsewhere in this solicitation.
- 10. <u>Proposed Commission Rate</u>: Submit with your proposal the Commission Rate your firm will pay the GCSD. In addition, the Contractor shall pay Commission payments to the GCSD's Inmate Trust Fund within 30 days of the close of each accounting month per the following stipulations:
  - A. Commissions shall be paid on "Net Sales." Net Sales is defined as:
    - All gross sales income derived from the sale of commissary services and products to the inmates of the Genesee County Sheriff's Department ("GCSD"). This shall include all Internet Sales and all Revenues earned by the Contractor specific to an internet web page and any lobby kiosks.
    - 2. Shall not include revenue from the sale of non-commissionable items such as U.S. Postage Stamps, hygiene products, Indigent kits/packs, and some over the counter medications.
    - 3. Shall not include Sales Tax.
  - B. Proposers shall submit a proposed commission schedule indicating the commission rate and including:
    - 1. Proposer's company name
    - 2. Date
    - 3. Proposed Commission Rate expressed as a percentage of Net Sales as defined in Section 9.10.A., above.
    - 4. Signature and Title

- 11. <u>Projected Commission Revenue Earned by the GCSD</u>: Proposers shall submit a spreadsheet depicting the projected revenues earned by the GCSD based on the proposed price of Commissary items, proposed Commission Rate/Schedule and the annualized purchase history of the items sold at the GCSD (see Attachment 3).
- 12. <u>Demonstration of Financial Stability</u>: Submit with the proposal your organization's most recent financial audit, annual compiled financial statements, annual consolidated financial statements, or a copy of the proposer's most recent federal income tax return. The County is seeking this information to ensure that proposers have the financial stability and wherewithal to assure good faith performance.

## **SECTION 10. EVALUATION AND SELECTION PROCEDURE**

The Evaluation Committee will first examine proposals to eliminate those that are clearly non-responsive to the stated requirements. Therefore, proposers shall exercise particular care in reviewing the Proposal Format required in this RFP.

The Evaluation Committee shall then score all proposals based upon the evaluation criteria detailed herein. This process includes committee members reviewing each proposal individually and scoring each proposal based on the evaluation criteria referenced in this RFP. Scores and rankings for each proposal will be compiled and averaged to determine committee recommendations. Upon completion of scoring and ranking proposals, the Committee may recommend short-listing the proposals that are reasonably susceptible of being selected for award.

The detailed evaluation that follows the initial examination may result in more than one finalist. At this point, Genesee County may request presentations by proposers, to carry out negotiations for the purpose of obtaining best and final offers, and conduct detailed reference checks on the short-listed proposers. The County reserves the right to contact any and all references to obtain, without limitation, information regarding the proposer's performance on other contracts.

Once the final scores and ranking has been compiled, the Evaluation Committee will recommend contract award to the Genesee County Sheriff. The final recommendation will be made to the Genesee County Board of Commissioners and will be based on review of the final scores and a majority decision by the members of the Evaluation Committee.

## **SECTION 11. EVALUATION CRITERIA**

It is the intent of Genesee County to conduct a fair and comprehensive evaluation of proposals received. The Contract will be awarded to the proposer(s) who submitted a proposal that is most advantageous to Genesee County. All proposals will be evaluated based on the evaluation criteria, listed in order of importance, as seen below.

Proposals will be scored based on each criterion and the points indicated. Further, each proposal will be scored and ranked by score. Please note that proposals submitted by Genesee County Businesses and Veteran Owned Businesses shall receive additional points consistent with Genesee County's Preference Policy as described in Section 1.8.

- 1. Suitability of the Services and Technology proposed. (20 points)
- 2. Financial Benefit & Value to Genesee County (15 points)
- 3. Appropriateness of Implementation Plan (15 points)
- 4. Proposer's Capability and Capacity to provide the required services and related technology (10 points)
- 5. Client references, client service quality and relevant experience with similar projects/contracts (10 points)
- 6. Qualifications of staff involved in the provision of services and that of other professional personnel. (10 points)
- 7. Suitability of the proposed Commissary items and prices charged to inmates (10 points)
- 8. Financial Stability of the firm (5 points)
- 9. Responsiveness & execution of proposal (5 points)

## SIGNATURE PAGE GENESEE COUNTY RFP #12-038

The undersigned represents that he or she:

- 1. is duly authorized to make binding offers on behalf of the company;
- 2. has read and understands all information, terms, and conditions in the RFP;
- 3. has not engaged in any collusive actions with any other potential proposers for this RFP;
- hereby offers to enter into a binding contract with Genesee County for the products and/or services herein offered, if selected by Genesee County within 120 days from proposal due date;
- 5. acknowledges the following addenda \_\_\_\_\_\_ issued as part of the RFP;

Name (Printed):
Signature:
Title:
Company:
FEIN:
Date:

#### **Contact Person**

Please indicate name, telephone number, fax number, mailing address, and e-mail address of company representative for matters regarding this RFP.

CONTACT NAME		POSITION
E-MAIL		
MAILING ADDRESS		
MAILING ADDRESS		
PHONE	FAX	

#### GENESEE COUNTY INSURANCE CHECKLIST

#### RFP Number: 12-038

#### **RFP Title: Inmate Commissary Services and Related Technology**

Coverages Required	Limits (Figures denote minimums)
X 1. Workers' Compensation	Statutory limits of Michigan
X 2. Employers' Liability	\$100,000 accident/disease
	\$500,000 policy limit, disease
X 3. General Liability	Including Premises/operations
	\$1,000,000 per occurrence with \$2,000,000 aggregate
X 4. Products/Completed operations	\$1,000,000 per occurrence with
	\$2,000,000 aggregate
X 5. Automobile liability	\$1,000,000 combined single limit each accident-
	Owned, hired, nonowned
X 6 Genesee County named as an addition	al insured on other than workers' compensation

- <u>County named as an additional insured on other than workers</u> via endorsement. A copy of the endorsement or evidence of blanket Additional Insured language in the policy must be included with the certificate.
- X 7. Best's rating: A VIII or better, or its equivalent (Retention Group Financial Statements)

X 8. The certificate must state bid number and title

#### FAX THIS PAGE TO YOUR INSURANCE AGENT/BROKER

#### **Insurance Agent's Statement**

#### I have reviewed the requirements with bidder named below. In addition:

The above policies carry the following deductibles:

Liability policies are occurrence \_\_\_\_\_ claims made \_\_\_\_\_

Insurance Agent

Signature

#### PLEASE NOTE #6 ABOVE. ADDING ADDITIONAL INSURED [AI] TO THE DESCRIPTION IS NOT ACCEPTABLE. AN ENDORSEMENT OR COPY OF AI LANGUAGE IS REQUIRED

#### **Proposer's Statement**

I understand the insurance requirements and will comply in full if awarded the contract.

Proposer

Signature

Required general insurance provisions are provided in the checklist above. These are based on the contract and exposures of the work to be completed under the Contract. Modifications to this checklist may occur at any time prior to signing of the contract. Any changes will require approval by the Prospective Contractor, the department and County Risk Manager. To the degree possible, all changes will be made as soon as feasible. REVISED 04/08/2010

## ATTACHMENT 1 - PROFESSIONAL SERVICES CONTRACT TEMPLATE

This Agreement for Professional Services (the "Agreement") is made this \_\_\_ day of \_\_\_\_\_\_, 2012, by and between the County of Genesee, a Michigan Municipal Corporation, whose principal place of business is located at 1101 Beach Street, Flint, Michigan 48502 (the "County"), and Contractor Name, a State Entity, whose principal place of business is located at Contractor Address (the "Contractor") (the County and the Contractor together, the ("Parties").

#### 1. Agreement and Authority

This Agreement is entered into pursuant to RFP #12-038 issued by the Genesee County Purchasing Department, and execution of this Agreement is authorized by Resolution #\_\_\_\_\_ issued by the Genesee County Board of Commissioners.

#### 2. Term

2.1 Initial Term

The initial term of this Agreement is effective upon approval by the Genesee County Board of Commissioners (the "Board") and shall be effective for three (3) years (the "Initial Term").

#### 2.2 Extension Terms

The Board has the option to extend this Agreement for up to two (2) additional one-year terms (the "Extension Terms").

#### 3. Purpose

This contract is entered into for the provision of Inmate Commissary Services and Related Technology.

#### 4. Scope of Work

The Contractor agrees to perform the services described on Exhibit A (the "Services").

#### 5. Compensation

The County shall be paid Commission Revenue by the Contractor on revenues earned for the fees charged for inmate commissary items. The Commission Rate/Revenue paid to the County is depicted in Exhibit D.

6. **Taxes.** The County is a Michigan Municipal Corporation. The Contractor acknowledges that the County is exempt from Federal Excise Tax and Michigan Sales Tax.

#### 7. Contract Administrator

The contract administrator for this Agreement is "Sheriff Robert J. Pickell or his designee" (the "Contract Administrator"). The Contractor acknowledges that the Contract Administrator is the primary County contact for notices and instructions related to this Agreement. The Contractor agrees to provide a copy of all notices related to this Agreement to the Contract Administrator.

#### 8. Reporting Requirements

During the term of this Agreement, the Contractor must provide to the Contract Administrator the reports identified and described on Exhibit B.

#### 9. Inspection and Acceptance

All goods provided with the Services are received subject to inspection and testing. If goods are defective or fail to meet the specifications, the County shall have the right to reject the goods or to require the Contractor to correct the defects. The Contractor shall correct the defects at no cost to the County or pay the County for expenses incurred by the County in correcting the defects. Rejected goods will be held for forty-five days after delivery awaiting instructions from the Contractor. After the forty-five day period, the County will dispose of the goods and the County shall have no further liability to the Contractor. The Contractor is responsible for the costs of handling, packing, and transportation incurred in returning or disposing of defective or non-conforming goods.

#### 10. Warranties

The Contractor warrants that:

- 10.1 The Services will be performed in a good and workmanlike manner and in accordance with generally acceptable practices in the industry.
- 10.2 For a period of one (1) year following completion of the Services, the Services and any goods provided with the Services shall conform to the representations made by the Contractor.
- 10.3 The Contractor will comply with all federal, state, and local laws in the performance of the Services.
- 10.4 The Contractor will comply with the requirements of any federal or state grants used to fund or support this Agreement.
- 10.5 The Contractor will obtain and maintain all applicable licenses and permits necessary to provide the Services for the entire term of this Agreement.

The Contractor agrees to indemnify and hold the County, its officials, officers, agents, and employees harmless from any and all claims, damages, or liability, including defense costs, arising out of the Contractor's breach of these warranties.

#### 11. Suspension of Work

#### 11.1 Order to Suspend Performance

Upon written order of the Contract Administrator, the Contractor agrees to immediately suspend performance of the Services.

#### 11.2 Necessary Actions Before Suspension

If immediate suspension of the Services would cause harm, injury, or damage to persons or property, the Contractor must immediately notify the Purchasing Director and the Contract Administrator of the nature of such harm, injury, or damage, and obtain written authorization from the Contract Administrator to take such necessary action as to prevent or minimize such harm, injury or damage.

#### 12. Termination

#### 12.1 Termination for Cause

If the Contractor is in breach of any provision of this Agreement, and such breach continues for fourteen (14) days after written notice is issued to the Contractor by the County of the breach, the County may terminate this Agreement. Such termination for cause is effective upon receipt of the notice of termination by the Contractor.

In addition for any other remedies provided by law or this Agreement, the Contractor shall be responsible for all costs incurred by the County as a result of the Contractor's breach and termination, including any costs to obtain substitute performance.

#### 12.2 Immediate Termination

If the County, in its discretion, determines that the Contractor's breach of this Agreement constitutes a threat to public health, safety, or welfare, the County may terminate this Agreement immediately upon notice to the Contractor.

In addition for any other remedies provided by law or this Agreement, the Contractor shall be responsible for all costs incurred by the County as a result of the Contractor's breach and termination, including any costs to obtain substitute performance.

#### 12.3 Termination for Convenience

If the County determines that it is in the County's best interests, the County may terminate this Agreement upon thirty (30) days' written notice to the Contractor.

The County shall pay for all work properly performed up to the effective date of the notice of termination.

12.4 Termination for Lack of Funding

If this Agreement is funded by public funds or a grant from a public or private entity, and the funds are not appropriated or the grant is discontinued, the County may terminate this Agreement by written notice specifying the date of termination.

The County shall pay for all work properly performed up to the effective date of the notice of termination.

#### 13. Nondiscrimination

The Contractor covenants that it will not discriminate against an employee or applicant of employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status or a disability that is unrelated to the individual's ability to perform the duties of a particular job or position, and that it will require the same nondiscrimination assurances from any subcontractor who may be used to carry out duties described in this contract. Contractor covenants that it will not discriminate against businesses that are owned by women, minorities or persons with disabilities in providing services covered by this Contract, and that it shall require the same assurances from subcontractors. Breach of this covenant shall be regarded as a material breach of this contract.

#### 14. Freedom of Information Act

This Agreement and all attachments, as well as all other information submitted by the Contractor to the County, are subject to disclosure under the provisions of MCL 15.231, *et seq.*, known as the "Freedom of Information Act".

#### **15.** Intellectual Property

Any intellectual property created by the Contractor in the performance of the Services shall become the property of the County upon termination of this Agreement. Upon the County's request, the Contractor agrees to convey all rights to and ownership of any intellectual property to the County.

#### 16. Audit Rights

#### 16.1 Certification of Accurate Information

Contractor certifies that all information provided to the County by the Contractor relating to the award or modification of this Agreement, or any payment or dispute related to this Agreement, is true and correct. The Contractor further certifies that its accounting system conforms to generally accepted accounting principles.

#### 16.2 Inspection

The Contractor agrees that the County may inspect the Contractor's plant, place of business, or worksite to ensure compliance with the terms of this Agreement. If this Agreement is funded or supported with any state or federal grant funds, the state or federal agencies responsible for administering the applicable grants may examine the Contractor's plant, place of business, or worksite to ensure compliance with the terms of this Agreement and the terms of the applicable grant.

#### 16.3 Audit

The Contractor agrees that the County may examine the Contractor's records to ensure compliance with the terms of this Agreement. If this Agreement is funded or supported with any state or federal grant funds, the state or federal agencies responsible for administering the applicable grants may examine the Contractor's records to ensure compliance with the terms of this Agreement and the terms of the applicable grant.

#### 16.4 Records Retention

The Contractor agrees to maintain any business records related to this Agreement or the Contractor's performance under this Agreement for a period of at least three (3) years after final payment.

#### 17. Identity Theft Prevention

- 17.1 In the event that the Contractor will obtain identifying information during the performance of the Services, the Contractor must take reasonable precautions to ensure that such identifying information is protected from unauthorized disclosure and is used only for the purpose of performing the Services.
- 17.2 For the purposes of this Paragraph, "identifying information" means any name or number that may be used, alone or in conjunction with any other information, to identify a specific person, including but not limited to name, address, telephone number, social security number, date of birth, driver's license number, taxpayer identification number, or routing code.

#### 18. Insurance Requirements and Indemnification

The Contractor agrees to obtain insurance coverage of the types and amounts required as set forth in the Insurance Checklist attached as Exhibit C and keep such insurance coverage in force throughout the life of this Agreement.

18.1 Insurance Certificate and Additional Insured Coverage

The Contractor further agrees to provide certificates of insurance to the County evidencing the coverages specified in the Insurance Checklist, and including the County as an additional insured. Additional insured coverage is to be by proof of blanket additional insured coverage within the general liability policy or as provided by an endorsement specifying the County as an additional insured to the policy. Contractor's agent must provide a copy of the endorsement or language from the policy with the certificate of insurance.

#### 18.2 Indemnification

The Contractor agrees to indemnify and hold the County, its officials, officers, agents, and employees harmless from any and all claims, damages, or liability, including defense costs, arising out of the Contractor's performance of the Services or presence on the County's property or worksite.

#### **19.** Independent Contractor

The Contractor and its agents and employees are independent contractors and are not the employees of the County.

#### 20. General Provisions

20.1 Entire Agreement

This Agreement, consisting of the following documents and Exhibits, embodies the entire agreement between the Parties.

- 20.1.1. The Agreement This Professional Services Contract
- 20.1.2. Exhibit A Description of Services
- 20.1.3. Exhibit B Reports Required from the Contractor
- 20.1.4. Exhibit C Insurance Checklist
- 20.1.5. Exhibit D Contractor's Commission Rate Schedule

There are no promises, terms, conditions, or obligations relating to the Services other than those contained herein. In the event of a conflict between this Agreement and any Exhibit, the terms of this Agreement shall control.

20.2 No Assignment

The Contractor may not assign or subcontract this Agreement without the express written consent of the County.

20.3 Modification

This Agreement may be modified only in writing executed with the same formalities as this Agreement.

## 20.4 Binding Effect

The provisions of this Agreement shall apply to and bind the heirs, executors, administrators, and assigns all of the parties hereto.

#### 20.5 Headings

The paragraph headings in this Agreement are used only for ease of reference, and do not limit, modify, construe, and or interpret any provision of this Agreement.

## 20.6 Governing Law and Venue

This Agreement is entered into under the laws of the State of Michigan. Any litigation between the Parties arising out of this Agreement must be initiated within two years of the cause of action accruing and must be brought in a court of competent jurisdiction in Genesee County, Michigan.

#### 20.7 Severability and Survival

In the event that any provision of this Agreement is deemed by any court of competent jurisdiction to be legally ineffective, such decision shall have no effect on the remaining provisions of this Agreement.

#### 20.8 Interpretation

Each Party has had opportunity to have this Agreement reviewed by legal counsel and has had equal opportunity to contribute to its contents. In the event of any dispute concerning the interpretation of this Agreement, there shall be no presumption in favor of any interpretation solely because the form of this Agreement was prepared by the County.

## 20.9 Remedies

All remedies specified in this Agreement are non-exclusive. The County reserves the right to seek any and all remedies available under this Agreement and applicable law in the event that the Contractor fails to abide by the terms of this Agreement.

## [SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized agents.

CONTRACTOR NAME

GENESEE COUNTY BOARD OF COMMISSIONERS

By:\_\_\_\_\_ Name of Contractor Signatory Title of Contractor Signatory

By:\_\_\_\_\_ Jamie W. Curtis Chairperson

## EXHIBIT A Description of the Services

EXHIBIT B Reports Required from the Contractor

Description of Report Name and content of report Frequency How often?

## EXHIBIT C Insurance Checklist

RFP Number: 12-038

RFP Title: Inmate Commissary Services and Related Technology

Coverages Required	Limits (Figures denote minimums)
X_1. Workers' Compensation	Statutory limits of Michigan
X 2. Employers' Liability	\$100,000 accident/disease
	\$500,000 policy limit, disease
X_3. General Liability	Including Premises/operations
	\$1,000,000 per occurrence with \$2,000,000
	aggregate
X 4. Products/Completed operations	\$1,000,000 per occurrence with
	\$2,000,000 aggregate
X 5. Automobile liability	\$1,000,000 combined single limit each accident-
-	Owned, hired, nonowned
V.C. Company County included on an addition	

X 6. Genesee County named as an additional insured on other than workers' compensation via endorsement. A copy of the endorsement or evidence of blanket Additional Insured language in the policy must be included with the certificate.

X 7. Best's rating: A VIII or better, or its equivalent (Retention Group Financial Statements)

X 8. The certificate must state bid number and title

## FAX THIS PAGE TO YOUR INSURANCE AGENT/BROKER

## Insurance Agent's Statement

I have reviewed the requirements with bidder named below. In addition:

\_\_\_\_\_ The above policies carry the following deductibles:

\_\_\_\_\_ Liability policies are occurrence \_\_\_\_\_ claims made \_\_\_\_\_

Insurance Agent

Signature

## <u>PLEASE NOTE #6 ABOVE. ADDING ADDITIONAL INSURED [AI] TO THE</u> <u>DESCRIPTION IS NOT ACCEPTABLE. AN ENDORSEMENT OR COPY OF AI</u> <u>LANGUAGE IS REQUIRED</u>

EXHIBIT D Commission Rate Schedule for Commissary Services Date to Date Run Date 11/19/2012 items rpt2.ace

ATTACHMENT 2 Genesee County Commissary Alphabetical Items Cost Listing

Description	Inmate Price
1CENT STAMP 2 CENT STAMPS A&D OINTMENT ACNE TREATMENT ADRESS BOOK ADVIL-2 TABLET PK AFRO COMB AFTER SHAVE-AFTA-FRESH AFTER SHAVE-MUSK 402 AIR FRESHNER OCEAN MIST AIR FRESHNER OCEAN MIST AIR FRESHNER OCEAN MIST AIR FRESHNER OCEAN MIST AIR FRESHNER OLEAN MIST AIR FRESHNER-PINE AIR FRESHNER-PLUS COLD 4TAB ALKA SELZER-REG 2 TAB PK ALL LAUNDRY DETERGENT ANTACID-LIQUID 1202 BABY OIL-FRESHSCENT BABY POWDER-FRESHSCENT BATTERIES-AAA BATTERY-AA SINGLE BEIG GAY-20Z TUBE BIG K POP 12 0Z BOSTON CREME ROLLS BROWNIE BRUSH-REGULAR HAIRBRUSH BRUSH-WAVE BRUSH BUTTERFINGER CANDY&COOKIES C.A CHILI CHEESE CORN CHIPS 12 C CANDY-3 MUSKETEERS CANDY-BUTTERFINGER CRISP CANDY-BUTTERFINGER CRISP CANDY-MILKY WAY CANDY-MILKY WAY CANDY-MILKY WAY CANDY-NESTLE CRUNCH CANDY-SKITTLES-TROPICAL CANDY-STARBURST ORIGINAL CANDY-STARBURST ORIGINAL CANDY-SUAR FREE 1.750Z BAG CANDY-SWIX	$\begin{array}{c} 0.01\\ 0.02\\ 0.45\\ 3.50\\ 1.25\\$
CHEESE CRUNCHYS CHEESY NACHOS CHESS SET	1.25 2.50 5.25

Page 1

Description	Inmate Price
CHILI W/ BEANS-HOT CHILI-W/O BEANS CHIPS-BBQ REG CHIPS-PLAIN CHOCOLATE CHIP COOKIES COCONUT OIL CONDITIONER COFFEE MATE SINGLE COFFEE-MAXIMA PREMIUM 3 OZ COFFEE-REG SINGLE COFFEE-REG SINGLE COMBCS-PIZA COMBCS-PIZA COMBOS-NACHO PRETZEL COMBOS-NACHO PRETZEL COMBOS-NACHO PRETZEL COMBOS-NACHO PRETZEL COMBOS-NACHO PRETZEL COMBINATION LOCK CONDITIONER-BALSAM 1202 CONDITIONER-BALSAM 1202 CONDITIONER-BALSAM 402 CONDITIONER-BALSAM 1202 CONDITIONER-BALSAM 1202 CONDITIONER-SUAVE 1502 DECAF COFFEE 302 DECAF	2.50 2.50 1.00 1.00 2.750 0.355 1.255 0.355 1.255 0.355 1.255 0.355 1.25
IONEY BUN	0.50

Run Date 11/19/2012 items\_rpt2.ace

•

.

Description	Inmate Price
HORMEL COMPLEATS CHICKEN AND GRAVY HORMEL ROAST BEEF AND GRAVY HORMEL TURKEY AND DRESSING HOT CHOCOLATE HOT FRIES HOT'N SPICY CORN CHIPS ICED CINNAMON ROLL INDIGENT ORDER INK PEN-BIC BLUE INSTANT OATMEAL VARIETY PACK QTY 10 IRISH SPRING BAR SOAP JAM-STRAWBERRY JERGENS ULTRA HEALING LOTION JOLLY RANCHER-ASST KOOL AID-CHERRY CLEAR PACK KOOL AID-CHERRY CLEAR PACK KOOL AID-CHERRY CLEAR PACK KOOL AID-TROPICAL CLEAR PK LADY SPEED STICK LASAGNA WITH BEEF 11.250Z LEGAL PAD LEMONADE-PINK MINUTEMAID LIP EX LIPSTICK-WET & WILD 522A LOTION-40Z FRESHSCENT LOTION-40Z FRESHSCENT LOTION-40Z FRESHSCENT LOTION-SKIN CARE 120Z MASTERPIECE BEEF STEAK SWEET & HOT 20Z MASTERPIECE BEEF STEAK SWEET & HOT 20Z MASTERPIECE BEEF STEICK MASTERPIECE BEEF STICK MASTERPIECE BEEF STICK MAXIMA-FRUIT PUNCH 120Z MAXIMA-STRAWBERRY WATERMELON MAXITHINS PANTY LINERS MILK OF MAGNESIA LAXATIVE-120Z MOON LODGE SALTED PEANUTS 1.750Z MOON LODGE WHOLE SHABANG CHIPS 60Z	Price 3.25 3.25 3.25 0.35 1.50 1.25 1.00 5.70 0.50 2.50 1.00 1.50 1.00 2.50 2.00 2.50 2.00
MURRAY'S POMADE	2.75
NACHO CHEESE SPREAD	1.75
NESTEA-LEMON ICE TEA	1.25
NESTLE 0.90Z WATER	0.50
NEXT-DANDRUFF SHAMPOO	3.50
NO CLASP ENVELOPE	0.35
NOXZEMA 2.50Z	2.25
NUTTY BARS	0.50
ODOR EATER COMFORT INSOLES	3.00
ORAJEL	2.50
ORAJEL	2.00
ORAJEL OREO COOKIES 1.80Z PARTY MIX 110Z	1.00 2.50

Description	Inmate Price
POP-CHERRY COKE POP-CODE RED MT DEW POP-COKE REGULAR POP-DIET COKE POP-PANTA GRAPE 20 OZ POP-FANTA GRAPE 20 OZ POP-FANTA GRANGE POP-MOUNTAIN DEW POP-MOUNTAIN DEW POP-MOUNTAIN DEW POP-PEPSI REGULAR POP-SERITE REGULAR POPCORN-SINGLE BOX PORK RINDS-BBQ PREMIUM CHICKEN BREAST 4.50Z PREMIUM MEGA-KITS PRETZEL RODS PROTECTION-SHAVE CREAM PUMPKIN SEEDS RADIO-AM/FM RAZOR-TWIN BLADE ROLLERS-LARGE 10PK ROLLERS-LARGE 10PK S.F LEMON BERRY 8 SINGLES S.F. BERRY BLUE TYPHOON 8 SINGLES SALSA-HOT 15.50Z SALTINES SAUSAGE-RED HOT SAUSAGE-RED HOT SAUSAG	$\begin{array}{c} 3.550\\ 0.5550\\ 0.5550\\ 0.5550\\ 0.5550\\ 0.5550\\ 0.5550\\ 0.5550\\ 0.5550\\ 0.5550\\ 0.5550\\ 0.5550\\ 0.5520\\ 0.5520\\ 0.5550\\ 0.5500\\ 0.5550\\ $
SHOWER CAP	

.

Run Date 11/19/2012 items rpt2.ace

Description	Inmate Price
Description SHOWER SHOES SMOKED CHEDDAR FRIES SNACK LEGENDS 40Z CUPCAKES SNACK LEGENDS-CHOCOLATE DONUTS SOAP DISH-PLASTIC SOAP-DIAL SOUP-CHEDDAR CHEESE SOUP-CHEDDAR CHEESE SOUP-CHICKEN SOUP-HOT CALI VEGETABLE SOUPS-JALPENO CHEDDAR STAR CRUNCH SUGAR FREE HOT COCOA-8CT BOX SULFUR 8 SURE ANTIPERSPIRANT SWESE N LOW-50 CT BOX SWISS ROLL T-SHIRT TABLET-5X8 TAMPONS-REGULAR 10 CT BOX TAMPONS-SUPER 10 CT BOX TAMPONS-SUPER 10 CT BOX TAMPONS-SUPER 10 CT BOX THIN MINTS TOOTHBRUSH HOLDER TOOTHBRUSH HOLDER TOOTHBRUSH -TEKPRO STRAIGHT MED TOOTHBRUSH -TEKPRO STRAIGHT MED TOOTHPASTE-COLGATE GEL-LRG SZ TOOTHPASTE-CLGATE GEL-LRG SZ TOOTHPASTE-CLGATE GEL-LRG SZ TOOTHPASTE-INDIGENT CLEAR TORTILLA STUFFERS MESQUITE CHICKEN 9.50Z TORTILLA STUFFERS MESQUITE CHICKEN 9.50Z TORTILLA STUFFERS MESQUITE CHICKEN 9.50Z TRAIL MIX-TROPICAL 40Z BAG TWISZIERS-STRAWBERY 5 0Z TYLENOL-2 TAB SINGLE UNDERWARE WOMEN UNDERWEAR-MENS 2X OR 3X UNDERWEAR-MENS 2K OR 3X UNDERWEAR-MENS 2K OR 3X UNDERWEAR-MENS LGG OR XL V05 CONDITIONER VELVEETA MACARONI AND CHEESE 3 0Z VISINE EYE DROPS VITAMINS-100 CT WASTE-DASANI 1 LITER WATER-DASANI 1 LITER WATER-DASANI 1 LITER	$\begin{array}{c} 3.50\\ 1.225\\ 1.225\\ 1.225\\ 1.222222225\\ 1.2500\\ 1.225\\ 1.2$

Total Commissary Items 255

Page 1

#### ATTACHMENT 3

AT MONINERT 5		
CANTEEN SALES REPORT BY ITEM		
PERIOD of INQUIRY: 01/01/2012	_	11/19/2012
REQUESTOR: RUNDELL		,,

11/19/2012 10:11

767.00

407.00

90.75

10.50

268.00

2,025.00

767

407

33

268

900

7

1

1

1

1

1

2

ITEM	DESCRIPTION	- <b>- -</b>	LOCAT	QUANTITY	SALES
INVENTORY IT			·		
035000141033	IRISH SPRING BAR SOAP				
076171102218	AIR FRESHNER OCEAN MIST			2,270 139	2,272.00 173.75
INVENTORY IT					
020886321914	BRUSH-WAVE BRUSH	-		001	
021853011128	CHECKER BOARD	1		401 5	346.50
021853011241	CHESS SET	1		16	45.00
026749320032	GREETING CARD	1		369	922 EA
039442047137	VITAMINS-100 CT	·		66	165 00
)41457825624	ROLLERS-MEDIUM 12PK	1		3	
)41457825716 )41457830468	ROLLERS-LARGE 10PK	. 1		6	12.00
)43429003030	SHOWER CAP BUND GRODDED	1		51	25.50
)53100520008	DOMP STOPPER	. 1		25	87.50
70030130060	DINK BIGMUTU 1207	1		1	1.50
70030130091	ANTACID-LIQUID 1202.	1		· -	.00
70030131623	MILK OF MAGNESIA LAXATIVE-1207	1		1	4.00
73010214095	TAMPONS-REGULAR 10 CT BOX			11	24.50
73010314092	TAMPONS-SUPER 10 CT BOX	- 1		8	33.00
74300005300	BEN GAY-20Z TUBE	` <u> </u>		4	24,00
74300008035	VISINE EYE DROPS	1		6	20.00
76171101013	AIR FRESHNER-PINE	1		68	85 00
76171101051	AIR FRESHNER-VANILLA	1		96	120 00
76171103116	AIR FRESHENER-CHERRY	1		148	185.00
76750094002 77834001916	BRUSH-REGULAR HAIRBRUSH	1		14	14.00
80893007744	DVII 2 TDI TT TT	1		59	59.00
82549636582	MUCH CIOTH MUCH CIOTH	1		305	305.00
85317003715	EFFERVESCENT DENTIDE CLEANCED	1		440	373.75
37300560090	NOXZEMA 2 50Z	1 -		5	15.00
37381921971	COMB-REGILLAR 5TN	1		89	200.25
}3000011015	LIP EX	ц ц		24	8.40
)0850096018	A&D OINTMENT	1		214 15	214.00
L0158054504	POLIGRIP DENTURE CREAM 1.40Z	1		50	54.5U 227 EA
-0310283407	ORAJEL	. <u>1</u>		1	437.5V 2 50
2546627710	HALLS COUGH DROPS-CHERRY 9PK	ī		413	454.30
2591362504	ALKA SELZER-REG 2 TAB PK	1		73	73.00
6715973528	ALKA SELTZER-PLUS COLD 4TAB	1		114	228.00
1 D Z 3 D B 7 4 4 5 1		-			

VENTORY ITEM GROUP: 2

----

VENTORY ITEM GROUP:

2953025105

2953110078

2554702362

6235874951 BATTERY-AA SINGLE

5708119464 TYLENOL-2 TAB SINGLE

ACNE TREATMENT

ALEVE-1 CAPLET PK

5000780003 TOOTHPASTE-COLGATE GEL-LRG SZ

HEMORRHOID OINTMENT .750Z

Page 2

. .

# CANTEEN SALES REPORT BY ITEM 11/19/2012 10:11 PERIOD OF INQUIRY: 01/01/2012 - 11/19/2012 REQUESTOR: RUNDELL

	DESCRIPTION SOAP-DIAL TOOTHBRUSH HOLDER LADY SPEED STICK AFTER SHAVE-AFTA-FRESH SHAMPOO-VO5 TOOTHPASTE-COLGATE 1.3 OZ PETROLEUM JELLY-PERSONAL CARE 80Z ALL LAUNDRY DETERGENT RAZOR-TWIN BLADE MAGIC SHAVE COCONUT OIL CONDITIONER SULFUR 8 TOOTHBRUSH-TEKPRO STRAIGHT MED DEGREE ANTIPERSPIRANT-1.70Z MOUTHWASH-CLEAR BABY DOWDER ERECHCENT			
ITEM 	DESCRIPTION	LOC	AT QUANTII	Y SALES
01791000	SOAP-DIAL	2	2 861	
	TOOTHBRUSH HOLDER	2	2,001	2,861.00 236.30
022200962995	LADY SPEED STICK	2	819	2,047.50
02229520	AFTER SHAVE-AFTA-FRESH	2	24	78.00
022400191355	SHAMPOO-VO5	2	173	432.50
035000503022 048155903562	TOOTHPASTE-COLGATE 1.3 OZ	2	2,416	3,020.00
070128740614	PETROLEUM JELLY-PERSONAL CARE 80Z ALL LAUNDRY DETERGENT	2	408	612.00
070330702936	RAZOR-TWIN BLADE	2	2,045	545.00 1,533.75
072790000188	MAGIC SHAVE	2	17	72.25
072982000576	COCONUT OIL CONDITIONER	2	119	297.50
075610431100	SULFUR 8	2	53	265.00
078300000075 079400265104	TOOTHBRUSH-TEKPRO STRAIGHT MED DEGREE ANTIPERSPIRANT-1.70Z	2	912	1,004.30
085317001094	MOUTHWASH-CLEAR	2	1,458	4,374.00
085317002213	BABY POWDER-FRESHSCENT	2	198 622	198.00 746.40
085317002237	SHAMPOO-40Z FRESHSCENT	2	95	99.75
085317002305	LOTION-40Z FRESHSCENT	2	175	183.75
085317002343	AFTER SHAVE-MUSK 40Z	2 2 2 2 2 2 2 2	4	6.00
085317004057 087381100055	BABY OIL-FRESHSCENT SOAP DISH-PLASTIC	2	213	255.60
087381203770	MURRAY'S POMADE	2	189 86	189.00
087381721069	CONDITIONER-BALSAM 40Z	2	42	$236.50 \\ 44.10$
087381730085	SHAMPOO-DANDRUFF 120Z	2	49	122.50
087381730887	SHAMPOO-BALSAM 120Z	2 2 2 2 2 2	30	75.00
087381731068	CONDITIONER-BALSAM 120Z	2	19	47.50
087381732010 087381732102	LOTION-COCOA BUTTER 120Z	2	240	600.00
883484717844	LOTION-SKIN CARE 120Z SURE ANTIPERSPIRANT	2	45	112.50
	Sour Martinor Inmi	4	169	549.25
INVENTORY ITE	M GROUP.			
024300043208		3	15,589	7,794.50
024300831270	COOKIE-OATMEAL PIE-SINGLE	3	8,358	4,179.00
INVENTORY ITE				
024300041303		3	2,039	1,022.50
024300041341	DONUT STICK	3	1,089	543.65
024300043253 041789001215	BROWNIE SOUP-CHICKEN	3	2,584	1,292.00
041789001222	SOUP-BEEF	3 7	9,339 9,510	11,673.25 11,887.50
041789001536	SOUP-HOT CALI VEGETABLE	3	22,386	27,982.50
041789001666	SOUP-CHEDDAR CHEESE	3	5,958	7,447.00
044800001010	SWEET N LOW-50 CT BOX	3 3 3 3 3 3 3 3 3 3 3 3	590	885.00
048707441184			4,576	8,011.50
086631006987	SUGAR CANISTER-22 OZ	3	3,034	6,068.00
INVENTORY ITEN	GROUP:			
		A	2 7 4 2	1 204 65
050000143740	HOT CHOCOLATE	4	3,703	1,296.05

Page 3	CANTEEN SALES REPORT BY ITEM PERIOD of INQUIRY: 01/01/2012 - REQUESTOR: RUNDELL	11/19/2012	11/19/2012	10:11
ITEM	DESCRIPTION	LOCAT	QUANTITY	SALES
INVENTORY ITE	M GROUP: 4			
012345987656 01780900032 025932715006 028000775995 041633006403 041633006472 042229272141 042491665207 045100007108 046442947268 046442947268 046442947268 046442947268 046442947268 046442947268 07030201200 070330201200 070393010332 071603625006 073854009147 073911607019 075914595010 075914595034 077802351234 085317001858	DECAF COFFEE 30Z TABLET-5X8 COFFEE-DECAF SINGLE SMOKED CHEDDAR FRIES HOT FRIES COLORED PENCILS-12 CT PENCIL-#2 REGULAR SALTINES DICTIONARY-WEBSTER'S POCKET JAM-STRAWBERRY COFFEE MATE SINGLE INK PEN-BIC BLUE SUGAR FREE HOT COCOA-8CT BOX EMERY BOARDS-10 PK PLAYING CARDS-EAGLE GIANT EYELINER WET/WILD SHOELACES BLACK SHOELACES BLACK SHOELACES-WHITE LIPSTICK-WET & WILD 522A TOOTHPASTE-INDIGENT CLEAR	4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4	$     8,304 13 \\     107 215 72 1,497 2 784 1 265 551 5,648 9 21 5551 1 2,555 1,161 208 48 387 21 18 11 1 1 $	580.50
087381070419 087381070426 087381070433 087381202568 105632059874 11111111117 308315329473 542399811036	KOOL AID-TROPICAL CLEAR PK KOOL AID-CHERRY CLEAR PACK KOOL AID-GRAPE CLEAR PACK ADDRESS BOOK COFFEE-REG SINGLE DEODORANT-INDIGENT CLEAR STICK SHAMPOO-SINGLE LEGAL PAD	4 4 4 4 4 4	516 18 240	,087.50 996.00 774.00 27.00 84.00 .00 .00 ,488.50
INVENTORY ITEM	I GROUP: 5			
)10700807229 )28000011598 )3424607 )3444009 )4000307 )4003207 )4010100 )4010207 )4016007 )4016308 )4043506 )41633001255 )41633001255 )41633001293 '17835000111 '17835000128	CANDY-PAYDAY CANDY-BUTTERFINGER CANDY-KIT KAT CANDY-REESE'S PB CUPS CANDY-3 MUSKETEERS CANDY-MAM PEANUT CANDY-MILKY WAY CANDY-SNICKERS CANDY-SKITTLES CANDY-SKITTLES-TROPICAL CANDY-SKITTLES-TROPICAL CANDY-TWIX CHIPS-PLAIN CHIPS-PLAIN CHIPS-BBQ REG CHIPS-HOT BBQ SAUSAGE-RED HOT SAUSAGE-REG SMOKED	ភ ភ ភ ភ ភ ភ ភ ភ	598 2,826 2 674 912 774 488 1,389 1 829 2,542 3	588.00 691.00 449.00 594.00 328.00 ,262.00 ,598.00 ,823.00 ,674.00 ,912.00 ,774.00 ,488.00 ,389.00 ,829.00 ,811.30 ,289.00

· ·

Page 4	CANTEEN SALES REPORT BY ITEM PERIOD of INQUIRY: 01/01/2012 - REQUESTOR: RUNDELL	11/19/2012	11/19/2012	10:11
ITEM	DESCRIPTION	LOCAT	QUANTITY	SALES
INVENTORY ITE				
030239591369 038000311109 038000317101 038000318108 038459004508 041419714720 041419714751 041633004904 041633004935 041633007530 041633007530 041633007714 041633008391 075142001307 087381406157 699479005007	POP TARTS-BRO SUG-BOX POP TARTS - STRAWBERRY-BOX POP TARTS-CHERRY PRETZEL RODS COMBOS-NACHO PRETZEL COMBOS-PIZZA HOT'N SPICY CORN CHIPS CHEESE CRUNCHYS CHEESY NACHOS TORTILLA CHIPS 140Z PORK RINDS-BBQ PUMPKIN SEEDS	9 9 9 9 9 9 9 9 9 9 9 9 9 9 9 9 9 9 9	226 312 1 192 1,498 2 290 478 3,987 5 3,664 4 12,548 30 610 1 889 1 2,013 57	72.00 734.50 ,014.00 624.00 ,621.50 290.00 478.00 ,672.50 ,580.00 ,408.75 ,771.90 ,333.50 704.55 ,57.00 ,209.00
INVENTORY ITE	M GROUP: 7			
000000000086 000000000093 062515483228 098765432105 123456789012	UNDERWEAR-MENS 2X OR 3X UNDERWEAR-MENS LRG OR XL SHOWER SHOES T- SHIRT GYM SHORTS	7 7 7 7 7 7	41 490 1 298 2	98.00 123.00 ,715.00 ,086.00 ,120.00
INVENTORY ITE	M GROUP: 8			
000000006217 044509684101 050050050005 054299083114	UNDERWARE WOMEN INDIGENT ORDER COMBINATION LOCK POPCORN-SINGLE BOX	8 8 8 8 1	6	81.00 ,399.94 45.00 ,938.00
INVENTORY ITEN	M GROUP:			
00000000000 011110494627 01291005 017082600134	POP-MUG ROOT BEER 200Z MASTERPIECE BEEF STEAK SWEET & HOT 20 ODOR EATER COMFORT INSOLES OREO COOKIES 1.80Z AFRO COMB GRANOLA BAR-OATS AND HONEY BOSTON CREME ROLLS GRANOLA BAR-CHOCOLATE CHIP 1.4 OZ STAR CRUNCH PADIO-AM/FM	FIRS FIRST FIRST FIRST FIRST FIRST FIRST FIRST FIRST FIRST FIRST FIRST FIRST FIRST FIRST	$ \begin{array}{c} 16\\ 172\\ 66\\ 56\\ 4,846\\ 2,753\\ 4\\ 363\\ 3\\ 2,715\\ 373 \end{array} $	$\begin{array}{c} 282.75\\ 26.70\\ .00\\ 888.75\\ 340.00\\ 48.00\\ 172.00\\ 82.50\\ 28.00\\ 423.00\\ 962.95\\ 871.00\\ 630.00\\ 529.50\\ 746.00\\ 179.00\\ 604.50\\ \end{array}$

· •

Page 5

#### CANTEEN SALES REPORT BY ITEM PERIOD of INQUIRY: 01/01/2012 - 11/19/2012 REQUESTOR: RUNDELL

 ITEM 	DESCRIPTION	LOCAT	QUANTITY	SALES
037600369183 037600492317 04005108 041789001673 046000434384 046000434391 049000019162 049000026276 049000040869 051500241288 052000324822 052000324860 052000324860 052000324860 052000324860 052000324860 052000324860 052000324860 052000324860 052000324860 052000324861 052000324822 052000324822 052000324822 052000324822 052000324822 052000324822 052000324822 052000324822 052000324861 052000324822 052000324242 05200002	HORMEL TURKEY AND DRESSING HORMEL COMPLEATS CHICKEN AND GRAVY CANDY-STARBURST ORIGINAL SOUPS-JALPENO CHEDDAR TORTILLA STUFFERS MESQUITE CHICKEN 9.50Z TORTILLA STUFFERS STEAK 9.50Z POP-FANTA ORANGE POP-FANTA GRAPE 20 OZ COKE ZERO 200Z PEANUT BUTTER 180Z GATORADE 20 OZ-GRAPE GATORADE 20 OZ-GLACIER FREEZE GATORADE 20 OZ-ORANGE MASSENGILL DOUCHE 2PACK HEMORRHOID OINTMENT 10Z NESTLE 0.90Z WATER INSTANT OATMEAL VARIETY PACK QTY 10	FIRST FIRST FIRST FIRST J	$156 \\ 149 \\ 1,117 \\ 2,369 \\ 941 \\ 1,320 \\ 479 \\ 620 \\ 2 \\ 3,075 \\ 104 \\ 155 \\ 106 \\ 3 \\ 3$	507.00 484.25 1,117.00 15,462.50 3,485.40 4,884.00 598.75 775.00 2.50 9,993.75 156.00 232.50 159.00
072392319251 072392319510 074967006054 075186057704 07870008 087381009020 087381017216 087381051142 087381051142 08738105506 087381075506 087381075506 087381075506 087381076299 087381249389 087381769856 1072000 307660740209 12429 1253 500852274159 599479000420 599479000422 599479000439	S.F. BERRY BLUE TYPHOON 8 SINGLES S.F POLAR BLAST 8 SINGLES PECAN CLUSTER THIN MINTS 45CENT STAMPS PARTY MIX 1102 LASAGNA WITH BEEF 11.250Z VELVEETA MACARONI AND CHEESE 3 OZ MOON LODGE WHOLE SHABANG CHIPS 60Z PREMIUM CHICKEN BREAST 4.50Z MOON LODGE SALTED PEANUTS 1.750Z C.A CHILI CHEESE CORN CHIPS 12 OZ BATTERIES-AAA ELEMENTZ DANDRUFF SHAMPOO 150Z SF SWEET FUSION FRUIT PUNCH 1.80Z SF SWEET FUSION FRUIT PUNCH 1.80Z SF SWEET FUSION LEMONADE 2 CENT STAMP TUMS-12 TABLETS HOLIDAY MEGA KITS PREMIUM MEGA-KITS NO CLASP ENVELOPE COFFEE-MAXIMA PREMIUM 3 OZ MAXIMA-BLUE RASPBERRY LOMONADE 120Z MAXIMA-FRUIT PUNCH 120Z ORAJEL	FIRST FIRST	687 578 642 6,638 834 219 7,788 4,370 53 226 68 233 26 68 233 26 591 7,376 1,701 901 286 21	$\begin{array}{c} .00\\ .00\\ .00\\ .00\\ .00\\ .00\\ .00\\ .00$
)4997704 )25000058868	LEMONADE-PINK MINUTEMAID	REFR REFRF REFRI	44 335 674	55.00 418.75 842.50
1253102	POP-PEPSI REGULAR POP-DIET PEPSI	REFRI REFRI REFRI	1,022 62 3,046	1,277.50 52.00 3,807.50

Page 6	CANTEEN SALES REPORT BY ITEM PERIOD of INQUIRY: 01/01/2012 - REQUESTOR: RUNDELL		11/19/20	12 10:11
ITEM	DESCRIPTION	LOCAT	QUANTITY	SALES
024300839382 025000058011 049000018011 049000026566 04904403 04904500 04976400	HONEY BUN LEMONADE-MINUTEMAID REG POP-CHERRY COKE WATER-DASANI 1 LITER POP-COKE REGULAR POP-DIET COKE			
INVENTORY ITE	M GROUP:			
087381017124 087381047046 087381060496 087381060571 087381060731 087381219528 087381223198 087381223266 107200 710865221174 745527520135	JERGENS ULTRA HEALING LOTION V05 CONDITIONER CANDY-BABYRUTH CANDY-NESTLE CRUNCH CANDY-BUTTERFINGER CRISP HERSHEY KISSES FOOT POWDER-60Z. SALSA-HOT 15.50Z HABANERO CHEESE SPREAD SHAMPOO-SUAVE 150Z CONDITIONER-SUAVE 150Z TOLNAFTATE ANTIFUNGAL FOOT CREAM CHILI-W/O BEANS CHILI W/ BEANS-HOT SNACK LEGENDS 40Z CUPCAKES	SHELF SHELF SHELF SHELF SHELF SHELF SHELF SHELF SHELF SHELF SHELF SHELF	405 62 266 978 3,821 351 141 35 2,092 2,984 590 248	$\begin{array}{r} 393.25\\ 180.00\\ 405.00\\ 62.00\\ 532.00\\ 112.00\\ 2,445.00\\ 6,686.75\\ 877.50\\ 352.50\\ 70.00\\ 5,230.00\\ 7,460.00\\ 737.50\\ 310.00\\ \end{array}$

Total all inventory items 255 ITEMS

.

.

454,488.80