

# *Iredell County*



**REQUEST FOR PROPOSAL**  
*For*  
**COMMISSARY SERVICES**  
&  
**INMATE TRUST FUND MANAGEMENT**  
*For*  
***Iredell County Jail Facility***  
***204 Constitution Lane***  
***Statesville, NC 28677***

**20-520-RFP-01**

**DEADLINE FOR SUBMITTING SEALED PROPOSALS**  
***4:00PM Wednesday August 28, 2019***

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**ALL WRITTEN, EMAILED QUESTIONS**  
**12:00 PM August 14, 2019**

*to*

Dean A. Lail  
Purchasing & Contracts Manager  
[dlail@co.iredell.nc.us](mailto:dlail@co.iredell.nc.us)

## A. Introduction

Iredell County is soliciting formal, sealed proposals from qualified firms to provide offsite commissary and management of the inmate trust account services for inmates at the Iredell County Detention Center, located at 204 Constitution Lane, Statesville, NC 28677.

Sealed submissions will be accepted from qualified interested vendors to provide all labor, personnel, equipment, software, installation, training, system implementation, technical support and maintenance, banking and commissary services to the Iredell County Sheriff's Office Detention Center. All costs associated with equipment, installation, materials and/or services shall be the responsibility of the Providing Vendor and shall not be passed to Iredell County or the Sheriff's Office.

The Iredell County Detention Center houses 360 - 500 inmates and the awarded Provider will service inmates depending on the fluctuating jail population. Proposals shall take this into consideration.

The successful proposal shall meet all the needs noted above and as described in this Request for Proposal. The chosen Vendor will be recommended for award of and enter into either a three or five – year contract as determined by the County, with additional one-year renewal periods at the discretion of the County. Iredell County reserves the right to terminate the agreement for any reason with 30-day written notice or for Vendor's failure to follow the terms of the agreement and specifications contained herein.

A **mandatory pre-proposal meeting** is scheduled in the Training Room of the Iredell County Sheriff's Office at 231 Constitution Lane, Statesville, NC 28677 at **1:00 PM on Wednesday August 7, 2019**. Attendance is required for all Vendors who are interested in submitting a proposal. Vendors will be required to sign in to, and attend, the meeting and a Vendor whose name does not appear on this sign-in sheet will not be considered.

<u>Schedule of Events</u>	<u>Date</u>	<u>Time</u>
RFP Released	7/25/2019	
Mandatory Pre-Proposal Meeting	8/07/2019	1:00 PM
Questions Deadline	8/14/2019	12:00PM
Addendum Issued	As needed	
Deadline for Proposal Submission	8/28/2019	4:00PM
Vendor Notification of Award	TBD	

## B. Proposal Inquiries & Questions

All inquiries and questions regarding clarifications and interpretations concerning this RFP and Service as described in this RFP **shall be submitted in writing by email** no later than 12:00 pm, Wednesday, August 14, 2019 to [dlail@co.iredell.nc.us](mailto:dlail@co.iredell.nc.us). All inquiries shall list in the subject line of the e-mail: **Inquiry- Commissary Services 20-520-RFP-01**. Your email shall list your questions detailing the subject matter the question pertains to. The County will issue addenda in response to questions and areas of the RFP needing clarifications as soon as possible after receipt. No contact is to be made with County personnel other than the contacts specified in this solicitation.

The County shall not be bound by any oral representations, clarifications, or verbal changes made to the written specifications by County's employees, unless such clarification or change is provided to all

vendors in written addendum.

### **C. Right to Reject Proposals**

Iredell County reserves the right to reject any or all Proposals and to waive any informalities or minor irregularities in the Proposal and to make an award that, in the sole judgment of the County, will be in the best interest of and most advantageous to the County.

### **D. Proposal Submission & Deadline**

1. This is a Request for Proposal process. There is no public sealed bid opening and information related to proposals or standing will not be made available until after recommendation for award is made.
2. Sealed Proposals for this contract will be accepted in the office of the Iredell County Purchasing & Contracts Manager. All proposals must be signed by an authorized company official and include a statement that the proposal shall be valid for a minimum of ninety (90) days after the official proposal due date and time. The proposer is advised and cautioned to carefully examine this document and parameters of the services in their entirety to become fully informed as to their conditions. Failure to do so shall not relieve the successful proposer of his/her obligation to furnish all products and services necessary to carry out the provision of the contract.
3. **\*\*Proposals shall include one (1) Complete originally signed hard copy of the proposal AND one (1) electronic copy of the signed original on CD/DVD/UPS Drive (no SD cards).**
4. All material required by this RFP must be submitted in a sealed envelope clearly marked on the outside with the vendor's name and the proposal name and number. If sent by mail, FedEx, UPS, or other delivery service, the sealed proposal package must be inserted inside the carrier's mailing box/envelope with the outside clearly marked "Sealed Proposal, Commissary Service, #20-520-RFP-01".
5. On-time delivery of submittals to the individual listed below is the sole responsibility of the proposer. Any proposal arriving after the deadline will not be opened or considered regardless of reason. **The submittals must be delivered by 4:00pm, Wednesday August 28, 2019 and addressed to:**

If sent by FedEx, UPS, Courier or in-person delivery:

Dean A. Lail, CLGPO  
Iredell County Purchasing & Contracts Manager  
200 South Center Street  
Statesville, NC 28677  
Proposal – Commissary Service 20-520-RFP-01

By US Postal Service:

Dean A. Lail, CLGPO  
Iredell County Purchasing & Contracts Manager  
PO BOX 788  
Statesville, NC 28687-0788  
Proposal – Commissary Service 20-520-RFP-01

## **E. Terms of Submission**

All material received in response to this RFP shall become the property of Iredell County and will not be returned to the vendors. Any and all costs incurred by Vendors in preparing, submitting or presenting proposals are the Vendors sole responsibility and Iredell County shall not reimburse any offeror for such costs. All responses to this solicitation become public record after award and are subject to all public information request laws.

Therefore, proposals should include very little to no “trade secret” (proprietary/confidential) information to avoid such information being released. Any necessary response page containing “trade secret” (proprietary/confidential) information must be clearly stamped as such. The County will make final judgment as to the validity of the claim based on the definitions of Trade Secrets as contained in North Carolina General Statute and will attempt to restrict such information from disclosure. In no case shall Iredell County be held responsible for, bear liability for, or pay damages of any sort caused by, the release of information contained in any document submitted in response to this solicitation regardless of how marked. No proposal is to be marked “TRADE-SECRET”, “PROPRIETARY” or “CONFIDENTIAL” in its entirety.

Resulting contract documents including all terms and conditions, cost, payments, percentages to be paid, etc., are deemed public information as per NC General Statute and are subject to release upon request.

## **F. Non-Commitment & Rejection of Proposals**

The release of this solicitation, consideration of any proposal or any activity conducted as a result of this solicitation shall not be construed as committing Iredell County to award a contract.

Iredell County reserves the right to accept or reject any and all proposals, to waive any informality in the process and to award the Contract in the best interest of the County.

## **G. Proposal Contents & Format:**

To allow for ease of review, all proposals should include the following and be submitted in the following format:

1. **Executive Summary:** All proposal responses will include an executive summary, outlining the basis of the proposal. Include a letter of transmittal with the official company name which obligates the company to the project and contract with the Iredell County and agrees to the terms and requirements of this RFP.
2. **Company Information:** This section should include an overview of the company, the primary business interest and/or operations including organization and affiliations.

Include the company’s address, when organized, where incorporated, how many years the company has been in operation, credit available for this contract, and Federal Identification Number.

3. **Experience and Qualifications:** This section should include a review of the Proposer’s experience in providing Inmate Trust Fund Accounting and Commissary Services. Include an organizational

chart and biographic review and qualifications of all personnel to be involved in the provision and management of the services under this contract.

4. References: Proposers should provide a minimum of five (5) references. Include length of contract, contact information, services provided and inmate population.

Additionally, give references for all North Carolina accounts at which the Proposer provides Inmate Trust Fund Accounting and Commissary Services. Proposer must currently be servicing a minimum of (3) three inmate commissary accounts within the state of North Carolina.

5. Overview of Computer Equipment to be provided.
6. Inmate Trust Fund Accounting Software: This section should provide a detailed review of the features of the software to be provided by Proposer. Proposal should address the software requirements as outlined in this RFP. Include statement indicating the frequency of upgrades to the software as well as any cost incurred to Iredell County Sheriff's Office.
7. Technical and Operational Support and Banking Services: Provide narrative outline of the technical and operational support the Iredell County Sheriff's Office will receive as part of this contract. Include list of contact personnel.
8. Operational Plan: Review in detail the method by which the inmates will place orders, how the orders will be processed and delivery method. Discuss methods of quality control, response to inmate grievances, how order errors are addressed, location of warehouse, assessment of customer satisfaction, methods to maximize and/or increase sales.
9. Commission/Percentage of Profit Returns and Inmate Pricing: This section should provide commissions/percentage of profit based on 3-yr and 5-yr contract term options, as well as clearly show the methods of calculating the monies returned. All offers should be in the form of a percentage of sales; no other options will be considered. Include inmate menu pricing.
10. Transition Plan: This section should detail how Proposer will facilitate the transition from the current provider, including but not limited to procedure on the transfer of data from their system to yours.
11. Sample Commissary List with items on list priced out.
12. Copy of Proposer's template agreement for similar services to be reviewed and revised by Iredell County. Submission of a proposal denotes understanding the County reserves the right to review and revise such template agreements to meet the needs of the County or to use its own.
13. Additional Information as Proposer feels necessary

## **H. Vendor Qualifications/Requirements**

To be considered for award of this contract, the Vendor must submit evidence of the following qualifications:

1. Minimum of three (3) years previous experience in providing inmate commissary services within the state of North Carolina
2. Proven track record of these services with a minimum of three (3) accounts for correctional facilities housing over 360 inmates in which the Vendor is providing services within the state of North Carolina. (List of a minimum 5 references including lead contact name, address, phone number and email)
3. Must have qualified staff, with identified support personnel dedicated to commissary services;
4. Vendor must have the ability to respond to software/hardware issues within hours.
5. Vendor shall provide worker's compensation insurance and other professional and liability insurance as required by law and this RFQ.
6. Vendor shall provide all office supplies, small office equipment in addition to computer hardware for all commissary services, IE: shortage reports, errors etc.

## **I. Vendor Responsibilities/Scope of Work**

### **1. Commissary Services**

- a. The Vendor shall furnish all goods, supplies, labor, supervision, transport materials and transportation to provide commissary and trust account management services for the inmate commissary.
- b. The Vendor shall maintain at its own off-site facility a large variety of products to be provided and sold through the commissary to meet the needs of the inmate population. Purchase and payment for its inventory and stock shall be the Vendor's sole responsibility. All products offered for sale to the inmates must be approved by the Jail Administrator or designee of the Iredell County Sheriff's Office. Products offered should include brand name items, where applicable. No items packed in metal or glass containers will be sold and clear products are to be used as much as possible.
- c. Product pricing should not exceed local retail pricing for comparable items. Any pricing increases on any item, except annual CPI increase, must be approved in advance by the Jail Administrator or designee of the Iredell County Sheriff's Office; requests for such pricing increases must accompany documentation of reason for the pricing request.
- d. Inmates shall be allowed to order from the commissary twice per week. Items purchased shall be processed, delivered to the facility and delivered directly to the inmate twice per week by the Vendor. No Iredell County Jail Staff will be used to pass items out.
- e. All orders shall be placed in plastic bags, which will then be heat sealed. All orders shall contain a two-part receipt; receipts shall have a designated area for inmate signature and

shall contain starting balance, itemized list of goods sold with price for each, ending balance, receipt number, and an explanation of any items not sent with the order

- f. Vendor shall provide:
  - 1. Indigent packs for indigent inmates.
  - 2. The sale of Securus phone cards (or current phone provider for Iredell County Jail)
  - 3. The sale of haircuts to inmates provided by a local barber.
  - 4. Fresh Favorite food items to the inmates via Aramark Food Service (or current provider) – Jail kitchen cooks items (burgers, pizzas, etc.)
- g. The Vendor is responsible for all sales, use, excise, business and/or income taxes applicable to the commissary operations.
- h. Vendor shall provide order capability by kiosk in the cell block areas of the new expansion facility, the POD area of existing building, and either a kiosk or fixed tablet system in the older facility built in the 1970's. All equipment including kiosk, fixed tablets, etc., along with their installation, to include electrical wiring, cabling, upkeep of equipment, internet connections, etc., will all be at the expense of the Providing Vendor, not Iredell County. All installations shall be in compliance with current building codes, DHSR regulations, and all other governing regulations. Providing Vendor shall pull all required permits for installation.

## **2. Inmate Trust Fund Accounting Software**

- a. Vendor shall provide the computer and computer related equipment needed for the accounting and commissary operations.
- b. Vendor shall provide a general ledger-based inmate trust fund accounting program. Such program shall be in accordance with generally accepted accounting principles.
- c. The Inmate Trust Fund Accounting Software shall, at the minimum, perform the following functions:
  - 1. General ledger-based with automatic transaction posting.
  - 2. General Ledger reporting.
  - 3. Date specific historical reporting.
  - 4. Posting of debt charges to inmate accounts.
  - 5. Maintain outstanding debt files with automatic collection upon deposits to inmates' accounts.
  - 6. Reports of collected debt charges by category; reporting of outstanding debt records.
  - 7. Checkbook reconciliation module.
  - 8. Ability to rerun reconciliation reports at any time.
  - 9. Release and check writing module.
  - 10. Ability to merge duplicate inmate accounts.
  - 11. Detailed ledger reporting for inmates' accounts.
  - 12. Reports, on demand, of frozen, stale, active and inactive accounts.

13. Ability to restrict commissary purchasing for medical conditions and/or for disciplinary reasons.
14. Ability to restrict the maximum quantity on specific items.
15. Outstanding checks and deposits reporting.
16. Ability to reclaim stale checks.
17. Receipt generation for deposits and withdrawals.
18. Automatic backup of data on a daily basis.
19. Ability to create any ad hoc reports that the institution may require.
20. Product category limitations.

### **3. Required Software and Kiosk**

In addition to inmate commissary ordering noted above, the kiosk, fixed tablets, other equipment and software shall provide for:

1. Displaying Inmate Rules, PREA (Prison Rape Elimination Act), Medical Forms (Sick Calls) and sick call requests, information requests, inmate law library, inmate grievance, mail scanning system, email type messaging services that inmate and families can use to message back and forth (all seen and approved by staff prior to inmate receiving).
2. Must interface with the present JMS system of ICJ, present inmate telephone provider of ICJ at the expense of the commissary provider.
3. Must have photo capability to photograph the inmate when the inmate pin (login) is entered into the system on the kiosk or tablet (helps deter and prevent inmates from using other inmates pin numbers)
4. Offer a lobby kiosk to deposit funds and inmate intake kiosk for the booking area of ICJ to deposit funds, etc.
5. Allow for the outside public to deposit funds by internet (providers have a website the public can deposit funds to the inmates account)
6. Inmate release debit cards for inmates released and checks for inmates shipping to other jail or prison facilities.
7. Investigative tool requirements - to allow the displaying of who is depositing the funds to the inmates accounts.

## **J. Evaluation Criteria**

Submissions will be evaluated by a panel made up of Sheriff's Office & County staff. The following includes the criteria that will be used to evaluate and rate proposals.

1. Completeness of the proposal and response to requirements of the RFQ.
2. Qualifications of Proposer, length of time providing Inmate Banking Software and Commissary Services directly to inmates, level of competence and experience of Proposer staff assigned to the project, and the ongoing accessibility of the Proposer.
3. Capabilities of the Inmate Trust Fund Accounting Software provided by Proposer and completeness of reporting and accounting capabilities.
4. Technical capability of Proposer to support software and commissary operations.
5. Additional programs and services offered by Proposer.



6. Proposed Commission/Percentage of Profit Returns and Inmate Pricing based on 3-yr and 5-yr contract term options. Must be in the form of a percentage and clearly show the methods of calculating the monies returned. Include inmate menu pricing
7. Other criteria deemed appropriate by the evaluation panel

The Evaluation Panel reserves the right to interview any, all, or no Vendors under consideration prior to the determination of the award. If notified and scheduled for an interview, Vendor must be prepared to meet with County panelists during any specific assigned appointment time and to discuss their experience, abilities, proposal, methodology, or any aspect of their potential activity of this project. Failure to participate in any scheduled interview may be grounds for disqualification.

**K. Assignment**

Any contractual agreement as a result of this RFP process shall not be assigned by the successful vendor without specific written approval of Iredell County in advance of any assignment.

**L. Right to Audit**

The proposer shall allow the Iredell County Finance Director or Sheriff, or their designee, the right to audit the revenues and commission of any inmate product orders in the Iredell County facility. The Iredell County Finance Director or Sheriff, or their designee, will provide the proposer with at least ten (10) days advance, written notice of the day of the audit. The proposer shall cooperate with the Iredell County Finance Director or Sheriff, or their designee, in assembling and providing reasonable requests for information

**M. Additional Reservations**

The proposer acknowledges that Iredell County reserves full freedom (in addition to the right to reject any and all proposals) in awarding proposals to consider all available factors including, but not limited to, commission, the provision of needed and unneeded features and usefulness to the Iredell County Sheriff's Office, and prior experience. In addition, the proposer recognizes Iredell County's right to reject a proposal if the proposer fails to furnish any required submittals on the date required by the proposal documents, or if the proposal is in any way incomplete or irregular.

**N. Nondiscrimination**

It is Iredell County policy to provide equal opportunity for all businesses and Iredell County does not discriminate against any person or business regardless of race, color, religion, sex, national origin, handicapped or veteran's status. This policy ensures all segments of the business community have access to supplying the goods and services needed by Iredell County. All awarded Vendors must agree to comply with all policies of Iredell County

**O. Vendor Certifications**

By submitting a signed proposal, each Vendor certifies that their proposal is made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other bidder, offeror, proposer, supplier, manufacturer, or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility or part in this

procurement solicitation any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised.

**P. MINIMUM INSURANCE REQUIREMENTS:**

Iredell County requires that all Vendors performing services on County property shall obtain insurance in the following amounts and coverages as appropriate from a provider licensed to do business in North Carolina and to provide insurance certificates to the County naming Iredell County as secondary insured. The Vendor shall procure, maintain and provide proof of insurance coverage for injuries to persons and/or property damage as may arise from, or in conjunction with, the work performed on behalf of the County by the Vendor, his agents, representatives, employees or subVendors. Proof of coverage as contained herein shall be submitted **prior to the commencement of work** and the Vendor shall maintain such coverage for the duration of the contract period. In addition, Vendor shall require its subVendors to maintain the same coverages or shall include such subVendors to be covered under its policies.

Minimum Insurance Coverage Limits (when applicable to contract):

- Worker Compensation Insurance – Statutorily required amounts to cover all Vendor’s employees regardless of the number of employees.
- General Liability: \$2,000,000 combined single limits, \$1,000,000 annual aggregate (\$1,000,000 products and completed operations aggregate)
- Automobile Liability: \$1,000,000 combined single limits, \$1,000,000 annual aggregate.  
Workers Compensation: **Workers Compensation is required by all Vendors or subVendors regardless of the number of employees.**
- Builders Risk (As appropriate): Vendor to decide amount of coverage needed for the project materials.
- Professional Liability (As appropriate): \$1,000,000 combined single limits, \$1,000,000 annual aggregate

The Vendor’s insurance shall be primary over any applicable insurance or self-insurance maintained by the County.

The Vendor shall provide 30 days written notice to the County before any cancellation, suspension, or void of coverage in whole or part, where such provision is reasonable.

All coverage for subVendors of the Vendor shall be subject to all of the requirements stated herein.

Failure to comply with any reporting provisions of the policy(s) shall not affect coverage provided the County, its officers/officials, agents, employees and volunteers.

The insurer shall agree to waive all rights of subrogation against the County, its officers/officials, agents, employees or volunteers for any act, omission or condition of premises which the parties may be held liable by reason of negligence.

The Vendor shall furnish the County certificates of insurance including endorsements affecting coverage. The certificates are to be signed by a person authorized by the insurance company(s) to bind coverage on its behalf.

All insurance shall be placed with insurers licensed for business in North Carolina and maintaining an

A.M. Best rating of no less than A-.

All insurance policies shall be in effect for the duration of the project or contract and shall be written on an occurrence Basis. No claims-made policies will be accepted.

The Vendor shall indemnify and hold harmless the County of Iredell, its officers/officials, agents, employees and volunteers from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than work itself) including the loss of use resulting therefrom, and (2) is caused in whole or part by any negligent act or omission of the Vendor, any subVendor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

### **RISK CONTROL**

The Vendor shall be required to comply with all federal, state, and local laws, regulations, and industry standard, or practices regarding safety of employees, the general public, and protection of physical property.

All subVendors shall be subject to the same requirements.

The Vendor shall be responsible for self-inspection, as well as the inspection of all subVendors to ensure compliance.

Any inspection of the operations of the Vendor or any subVendor by the County or by any agent, employee or official of the County shall be done so to ensure compliance to the contract only. No inspection should be construed as a warranty of the operations of Vendors and subVendors.

The Vendor shall be solely responsible for the inspection and compliance of all operations.

The County maintains the right to require the Vendor to take corrective action regarding any hazard or potential hazard identified either by the Vendor or the County.

Failure to comply with these requirements or take any necessary corrective action may constitute reason for cancellation of the contract.