



**SEDGWICK COUNTY, KANSAS
DIVISION OF FINANCE
PURCHASING DEPARTMENT**

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www.sedgwickcounty.org/finance/purchasing.asp

**REQUEST FOR PROPOSAL
RFP # 13-0093
COMMISSARY PREPARATION AND MANAGEMENT SERVICES**

September 6, 2013

Sedgwick County, Kansas (hereinafter referred to as *County*) desires to solicit proposals from qualified firms for providing comprehensive Commissary preparation and management services for the Sedgwick County Detention Facility at 141 W. Elm, Wichita, KS and the Sedgwick County Work Release Facility at 701 W. Harry, Wichita, KS. Services include, but are not limited to, the management, procurement, preparation and delivery of all Commissaries to inmates and an inmate request system. It is anticipated that an official contract will be issued for service(s) and/or product(s) after the Board of County Commission approval of the recommended proposal. It should be noted, however, that the County cannot guarantee the purchase of the service(s) and/or product(s) described herein.

Carefully review this Request for Proposal, it provides specific technical information necessary to aid participating firms in formulating a thorough response. Should you elect to participate, submit one (1) original and two (2) copies of the entire document with any supplementary materials **NO LATER THAN 1:45 p.m. CDT, Tuesday, October 8, 2013**. Responses must be sealed and marked on the lower left-hand corner with the firm name and address, proposal number, proposal due date, and proposal opening time. Late or incomplete responses will not be accepted and will not receive consideration for final award. The time stamp clock in the Purchasing Department will determine the time of receipt.

Receipt of vendor proposals will only be acknowledged at the bid opening (no details or pricing will be read into record). After the evaluation process proposed base pricing for goods/services may be disclosed at the Board of Bids and Contracts meeting. Other information provided in your response will be considered proprietary and will not be divulged during the proposal evaluation process. Because purchases and contractual agreements of this nature require the expenditure of public funds and the use of public facilities, proposers shall understand that portions (potentially all) of their proposal (including final contracts) will become public record after acceptance of a proposal by the Board of County Commissioners. Accept our assurance that the information provided will be used for evaluating the ability of your firm to provide goods/services prior to award and will not be shared with any other persons not involved with the selection process.

Dallas R. Shaffer, C.P.M.
Purchasing Agent

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1. ABOUT THIS DOCUMENT

This document is a Request for Proposal. It differs from a Request for Bid or Quotation in that the County is **seeking a solution**, as described on the cover page and in the following Background Information section, **not a bid or quotation** meeting firm specifications for the lowest price. As such, **the lowest price proposed will not guarantee an award** recommendation. As defined in Charter Resolution No. 65, Competitive Sealed Proposals will be evaluated based upon criteria formulated around the most important features of the product(s) and/or service(s), of which quality, testing, references, service, availability or capability, may be overriding factors, and price may not be determinative in the issuance of a contract or award. The proposal evaluation criteria should be viewed as standards that measure how well a vendor's approach meets the desired requirements and needs of the County. Those criteria that will be used and considered in evaluation for award are set forth in this document. The County will thoroughly review all proposals received. The County will also utilize its best judgment when determining whether to schedule a pre-proposal conference, before proposals are accepted, or meetings with vendors, after receipt of all proposals. A Purchase Order/Contract will be awarded to a qualified vendor submitting the best proposal. **Sedgwick County reserves the right to accept or reject any or all proposals, or any part of any proposal, and to waive any defect or technicality, and to advertise for new proposals where the acceptance, rejection, waiver or advertisement would be in the best interest of Sedgwick County. Sedgwick County also reserves the right to award in whole or in part, by item, group of items, or by section where such action serves Sedgwick County's best interest. Proposal award will be based on compliance with mandatory items and evaluation of desirable items indicated throughout this specification. Complete and accurate responses to all items are necessary for fair evaluation of proposals.**

2. GENERAL & BACKGROUND INFORMATION

Sedgwick County, located in south-central Kansas, is the most populous of Kansas' 105 counties with a population estimated at more than 480,000 persons. It is the sixteenth largest in area, with 1,008 square miles, and reportedly has the second highest per capita wealth among Kansas counties. Organizationally, the County is a Commission/Manager entity, employs nearly 2,800 persons, and hosts or provides a full range of municipal services, e.g., public works, criminal justice, recreation, entertainment, cultural, human/social, and education.

The Sedgwick County Sheriff's Office operates two facilities, with a total of 1315 adult inmate beds. The Sedgwick County Adult Detention Facility at 141 w. Elm has 1158 beds and the Work Release Facility at 701 W. Harry has 157 beds. The average daily population (ADP) for the calendar year of 2012 was 1,060 inmates at the 141 W. Elm facility and 121 inmates at the 701 W. Harry facilities (Work Release). The Sheriff's Office has operated in-house the inmate commissary program for many years and has decided to explore the possibility of outsourcing. The Sheriff's Office wishes to incorporate the technology of kiosks, on-line ordering and one day delivery of inmate goods. The vendor will be required to install and maintain all kiosk equipment during the term of the contract. The contract term is expected to be five years to allow the vendor to recover fixed cost associated with installation. The request for proposal will include sales for the last five years, current prices and volume of sales for the top selling items.

3. OBJECTIVES

The County has identified the following objectives for Commissary Preparation and Management Services described herein:

- A. Acquire the firm/vendor meeting the parameters, conditions, mandatory and minimum requirements presented in this document.
- B. Acquire pricing with the firm/vendor that has the best proven and verifiable record of providing correctional Commissary Services with a comparable size agency and scope of operations.
- C. Acquire the firm/vendor with the most advantageous overall cost to the County.

- D. Enter into an agreement with a qualified firm/vendor to provide Inmate Commissary Services and an inmate request system by means of kiosks. Any other service shall be specified in the vendor's proposal separate from the primary goal of commissary.

4. SELECTION CRITERIA

The selection process will be based on the responses to this Request for Proposal and any interviews required verifying the ability of proposers to provide services in response to this document. A review committee will select the proposals that appear most beneficial to Sedgwick County.

Representatives of Sedgwick County will judge each firm's response as determined based on the following criteria:

- A. Meeting all Request for Proposal Conditions, miscellaneous instructions, qualifications and requirements as outlined herein, and the clarity, completeness and comprehensiveness of the proposal.
- B. Demonstrate the experience and knowledge in providing commissary services in jails with an average daily inmate population of 500 or more
- C. Demonstrate financial stability.
- D. Quality of services.
- E. Operated under the same business name for the last three (3) years.
- F. Have the corporate staffing and organizational structure required to support the contract.
- G. Proposing services and product described herein with the most advantageous and prudent methodology, costs and schedule to the County.

5. PERFORMANCE BOND

A Performance Bond in the amount of one hundred (100) percent of the first year contract amount based on previous year sales for the duration of the contract. The bond will insure the faithful performance of the contract. The performance bond will be required within twenty (20) calendar days after written notification of award.

6. INSURANCE REQUIREMENTS Liability insurance coverage indicated below must be considered as primary and not as excess insurance. Contractor shall furnish a certificate evidencing such coverage, with County listed as an additional insured, except for professional liability, worker's compensation and employer's liability. Certificate shall be provided with bid/proposal submittals. Certificate shall remain in force during the duration of the project/services and will not be canceled, reduced, modified, limited, or restricted until thirty (30) days after County receives written notice of such change. All insurance must be with an insurance company with a minimum BEST rating of A-VIII and licensed to do business in the State of Kansas. It is the responsibility of Contractor to require that any and all approved subcontractors meet the minimum insurance requirements. Contractor shall obtain the above referenced certificate(s) of insurance, and in accordance with this Agreement, provide copies of such certificates to County.

Worker's Compensation:

Applicable State Statutory Employer's Liability

Employer's Liability Insurance: \$100,000.00

Contractor's Liability Insurance:

Form of insurance shall be by a Commercial General Liability and include Automobile comprehensive/liability

Bodily Injury:

Each Occurrence \$500,000.00

Aggregate \$500,000.00

Property Damage:

Each Occurrence \$500,000.00

Aggregate \$500,000.00

Personal Injury:

Each Person Aggregate	\$500,000.00
General Aggregate	\$500,000.00

Automobile Liability-Owned, Non-owned and Hired

Bodily Injury Each Person	\$500,000.00
Bodily Injury Each Occurrence	\$500,000.00

Professional Liability	\$500,000.00
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7. INDEMINIFICATION

To the fullest extent of the law, the Provider, its subcontractor, agents, servants, officers or employees shall indemnify and hold harmless Sedgwick County, including, but not limited to, its elected and appointed officials, officers, employees and agents, from any and all claims brought by any person or entity whatsoever, arising from any act, error, or omission of the provider during the providers performance of the agreement or any other agreements of the provider entered into by reason thereof. The provider shall indemnify and defend Sedgwick County, including, but not limited to, its elected and appointed officials, officers, employees and agents, with respect to any claim arising, or alleged to have arisen from negligence, and/or willful, wanton or reckless acts or omissions of the provider, its subcontractor, agents, servants, officers, or employees and any and all losses or liabilities resulting from any such claims, including, but not limited to, damage awards, costs and reasonable attorney's fees. This indemnification shall not be affected by any other portions of the agreement relating to insurance requirements. The provider agrees that it will procure and keep in force at all times at its own expense insurance in accordance with these specifications.

8. TERMINATION

The County reserves the right to cancel the contract and discontinue services with a sixty (60) day written notice as a result of the failure of the contracted provider to provide acceptable services as delineated in the response to this document or if determined that services can be better provided by in-house or other sources. In the event of termination of this agreement as a result of a breach by contractor hereunder, the County will not be liable for any fees and may, at its sole option, award an agreement for the same services to another qualified firm with the best proposal, or call for new proposals and award an agreement for the same services to another qualified firm to provide services.

9. TENTATIVE TIME LINE

The following dates are provided for information purposes and are subject to change without notice. Contact Dallas R. Shaffer, Purchasing Department at (316) 660-7258 to confirm any and all dates.

Distribution of Request for Proposal to interested parties	Sept. 6, 2013
Clarification, Information and Questions submitted in writing by 4:00 p.m. CDT	Sept. 23, 2013
Addendum Issued	Sept. 24, 2013
Sealed proposals due before 1:45 p.m. CDT	Oct. 8, 2013
Evaluation Period	Oct. 8 to Oct. 16, 2013
Board of Bids and Contracts Recommendation	Oct. 17, 2013
Board of County Commission Award	Oct 23, 2013

10. QUESTIONS and CLARIFICATIONS

Any questions regarding this document must be submitted in writing to Dallas Shaffer at drshaffe@sedgwick.gov by 4:00 p.m. CDT, Sept. 23, 2013. Any questions of a substantive nature will be answered in written form as an addendum and posted on the purchasing website at www.sedgwickcounty.org/finance/purchasing.asp , current RFPs/RFQs; under the RFP number by 5:00 p.m. CDT, Sept. 24, 2013. **Vendors are responsible for checking the web site and acknowledging any addendums on their response form.**

11. MANDATORY FIRM REQUIREMENTS AND SCOPE OF WORK

This section lists the criteria to be considered in evaluating the ability of firms interested in providing the service(s) and/or product(s) specified in this RFP. Firms must meet or exceed qualifications to be considered for award. Specific responses to each must be provided in the accompanying Response Form.

Firms shall:

- A. Have proper certification(s) or license(s) for the services specified in this RFP to provide the service.
- B. Shall describe the Vendor's background and experience to demonstrate the Vendor's ability to operate an inmate commissary services as described in this RFP.
- C. Shall provide a list of current contracts or business facility name, city, state and type of correctional institutions (jail or prison) where vendor is providing inmate commissary services and the length of time that each contract has been in effect.
- D. Shall provide a list of previous contracts or business facilities name, city, state and type of correctional institutions (jail or prison) where the vendor has terminated inmate commissary services or been out-bid in the past 24 months. For each contract specify the contract start date and reason for termination.
- E. Shall include disclosure of any legal action pending or settled against the company or corporate principals within the company within the past 48 months.
- F. Shall provide audited financial statements for the most recent fiscal year and previous year to support the vendor's financial capability to undertake and complete the performance of the contract. If the company is a subsidiary or division of a corporation, the relationship of the vendor must be clearly delineated in the proposal.
- G. Shall include identification of the staff members of the project team, their duties, responsibilities, background and experience.
- H. The Vendor shall supply funds to the Sedgwick County Detention Facility to continue the religious programming support currently on-going in the Sedgwick County Detention Facility. The funding will be used to fund Christian Ministries to Offenders or to fund one full time staff chaplain (as determined by the Sheriff). The funding level shall be at 10% of net sales.
- I. The Vendor shall supply for the use of the inmate population the following items at no charge to Sedgwick County: coffeepots, hair clippers, basketballs, televisions for Detention Facility and ping pong supplies for Work Release. The items listed comfort/entertainment inmates will be requested on at most a quarterly basis from the Vendor as needed. Over the past (5) five years, the facility has used an average of thirty-nine (39) coffeepots, twenty (20) hair clippers, twenty-five (25) basketballs and sixteen (16) televisions per year at an average annual cost of \$4,000.00.
- J. During the term of this contract Sedgwick County may request the following items or services be supplied by the vendor at no additional charge.
 1. Bar code reader for 30 different locations and replacements as required for the term of the contract.

12. MINIMUM FIRM AND GENERAL REQUIREMENTS

A. Software Interface Application

1. The County requires that the vendor system employ a relational database. Acceptable databases are Oracle and Microsoft SQL Server. The ability to integrate with a wide variety of third-party products, including browsers, word processing, office suite applications, photo, video and audio imaging is also required.
2. The existing Sheriff Law Enforcement applications include many interfaces to existing in-house and third party vendor applications. It is required that the vendor ensure that none of the existing interfaces be lost when the new computerized commissary system is deployed.
3. All interface integration must be successfully completed prior to go-live.

4. Interfaces currently in place that new vendor software will impact are as follows:
 - a. Lockdown - Money Management System for Detention.
 - b. ADAM - Adult Detention Administration Management System.
5. The Vendor shall be responsible for providing adequate training for the Sedgwick County Sheriff's Office employees as to the thorough and proper use of the Vendor's software. On-going training will be required by the Vendor as needs arise. The Vendor shall submit, upon award, a training schedule. All training will be the sole responsibility of the Vendor.
6. All data shall remain the property of Sedgwick County. No data may be released without the consent of Sedgwick County. Sedgwick County shall have full access to all data. The vendor shall provide search and report capabilities necessary for day to day operations and investigative inquiries.

B. Quality Goods and Services

The Vendor shall deliver high quality commissary goods and services to the inmates of Sedgwick County. Items offered through the Commissary must meet the following specifications:

1. No products delivered to inmates shall have an expired "sell by" or "use by" date.
2. Food items shall be wrapped/packaged and dated for individual consumption.
3. Containers shall be made of clear (see-through), non-breakable materials.
4. Consumable products shall contain no alcohol.
5. Product shall not contain packages of sugar or sauces that Sedgwick County considers a safety risk such as hot pepper sauce.
6. All purchases delivered to inmates shall be free of contraband.
7. The Vendor shall not substitute items ordered by inmates.
8. The Vendor shall package the deliverable items in paper bags.
9. Orders must be filled without inmates names or identifying number being visible or known by Vendor s staff off-site.

C. Type of Restriction Description, Example, Scope, Quantity per order

1. Any item may be restricted to any quantity.
2. For instance, any inmate may be restricted to no more than 2, 2-pack Tylenol per order.
3. In addition to the quantity per order restriction, any item may be restricted to any quantity over any time span in days.
4. For instance, any inmate may be restricted to no more than 4, 2-pack Tylenol over a 60-day period.
5. Any item may be restricted entirely from a given inmate. For instance, any inmate may have smoked sausage restricted entirely so that none may be ordered.
6. Any inmate may be restricted to a given quantity of a category of related items. For instance, any inmate may be restricted to ordering up to 7 candy items.
7. Spending Limit Restriction, any inmate may be restricted to a maximum dollar amount to be spent per order, for instance, any inmate may be limited to spending no more than \$50.00 per order, per inmate or per order. Total order for one week shall not exceed \$100.00 for all sales.
8. Spending Limit Override, any inmate may be granted a spending limit override by Sedgwick County supervisory staff to order a given item, for instance, any inmate may be allowed to spend up to \$50 on tennis shoes, which amount does not contribute to the spending limit for the rest of the items ordered.
9. Restriction by Gender, restrictions can be applied automatically during the order process based upon an inmate's gender.
10. Commissary ordering system will allow for all restrictions in any quantity to any individual including, but not limited to, medical restrictions, for example candy bars restricted for diabetics.

D. Prices

All prices, commissions, cost, terms and conditions outlined in the proposal shall not be subject to change without agreement in writing by the Vendor and Sedgwick County.

The Vendor represents and warrants that all prices set forth in this contract and all prices which the Vendor may charge under the terms of this contract do not and will not violate any existing federal, state or municipal law or regulation concerning price discrimination and/or price fixing. The Vendor agrees to indemnify, exonerate, and hold Sedgwick County harmless from any such violation now and throughout the term of this agreement.

The Vendor shall maintain a competitive retail pricing philosophy with regard to the retail selling price of the commissary items to inmates.

If the vendor wishes to raise the price of an item sold to Sedgwick County inmates, the Vendor shall demonstrate that the following points are met for price increases/decreases:

1. Shall be justified in writing by the Vendor.
2. Are subject to Sedgwick County approval.
3. Shall be reflected on the commissary menu and the commissary menu shall be available to inmates before implemented.
4. Must have been at least one year since last price increase.

E. Inventory Management

The Vendor shall maintain sufficient inventory levels at the Vendor's location in order to limit shortages and/or backorders. The Vendor's qualifications to meet this requirement will be evaluated based on the ability of the Vendor to handle the demands of commissary products ordered by inmates.

The Vendor shall maintain an average order fill rate of 98% or better. After the initial two-month startup period, failure to maintain a minimum of 98% average fill rate during any six-month period, could be cause for cancellation of the contract.

F. Commissary Menu

The Vendor shall offer for sale through the inmate commissary a wide-variety of items including: hygiene products, stationary materials, games, snacks, food, personal care items, and clothing items as approved by Sedgwick County.

The Vendor and Sedgwick County will mutually agree upon the items to be carried on the commissary menu. After the initial menu is established, no additional items are to be offered for sale to inmates without the written permission of Sedgwick County. Commissary menus are subject to change, at the request of Sedgwick County, on a quarterly basis.

The Vendor shall provide menus for inmates based on gender, dietary, disciplinary and medical restrictions established by Sedgwick County as referenced in jail management system.

The Vendor shall have the ability to limit or prevent delivery of certain items based on medical or security restrictions.

Sedgwick County is also interested in making certain magazines and religious texts available through Commissary. How does the Vendor propose accomplishing this?

G. Purchase Priorities

The Vendor shall establish procedures for prioritizing commissary purchases based on product categories and the amount of money available on the inmates' account. The order in which items appear on the commissary menu shall dictate the order in which they are purchased. Following are the categories of products that must be offered for sale on the inmate commissary and the order in which items shall appear on the commissary menu:

1. Hygiene and NP Medication items (combs, soap, Tylenol, etc.)
2. Stationary materials (paper, pencils, etc.)
3. Clothing and linen items (long underwear, shoes, pillows, etc.)
4. Food (packaged soups, oatmeal, etc.)
5. Snacks and drink mixes
6. Entertainment & other misc.

H. Additional Optional Sales

1. With approval of Sedgwick County the vendor may enter the facility at a negotiated time and day of the week to make additional direct sales in the housing pods. Items to be sold will be subject to approval by Sedgwick County but may include items such as packaged food, hygiene items and pre-ordered hot food and cold prepared sandwiches. Sedgwick County may deny delivery to any housing pod or inmates at their discretion. Should such direct sales take place the value of the purchased items will be deducted from the total sales available to the inmate for the week
2. At a future day Sedgwick County may allow on-line sales of hygiene, reading, writing and clothing items purchased through the vendor by outside individuals and delivered on the normal commissary day. Should such sales take place the value of the purchased items will be deducted from the total sales available to the inmate for the week.

I. Inmate Request System

Sedgwick County requires that the commissary kiosk system includes a means for inmates to electronically send requests, complaints and grievances to a variety of groups of staff members within the jail. The system should also contain a means for inmates to electronically retrieve the responses to these internal communications by way of signing into the system using their name and PIN. This inmate request system must be capable of generating and printing reports from work stations, separate from the kiosk. Reports must be able to be run on the following criteria:

1. By inmate name.
2. By inmate booking #.
3. By destination field and subfield as marked by inmate.
4. By date of request.
5. By listing of all unanswered requests.
6. By inmate housing pod.
7. By combinations of the above criteria (e.g. by inmate name and destination field).

The request screen must have an English/Spanish option and display up to 20 destination fields or subfields. Inmates may select only one destination per request. The system must be capable of restricting the number of requests an inmate may send in one day and limiting the number of characters per request. The request system must have at least two, preferably three levels of access to view and answer requests. Access levels will allow/restrict increased ability to view/answer requests for certain marked destinations. Requests must be able to be forwarded by staff members to a different destination than marked by the inmate, or the marked destination corrected.

Responses to inmate requests must be time/date stamped automatically and include a free-form field for the staff member to type their name. It is preferred that a prompt should be given if the staff member name is not typed in. The requests and responses must be retrievable by staff for up to 4 years from the date of the request.

Inmates are required to use the chain of command in submitting grievances. Sedgwick County prefers that the inmate has the ability to electronically forward a grievance and its response to designated destination fields.

J. Others Electronic Interfaces

The Vendor shall design, develop and implement interfaces to various systems in use by the jail currently or in the future and said work should be completed prior to go-live.

K. Inmate Order System

The Vendor shall provide to Sedgwick County all systems that are needed to order Commissary. Commissary order system should provide a means of identifying the inmate, the inmate's housing unit, available funds, the unit price of each product, and the quantity to be ordered.

The order system shall allow inmates to order any time of day or week, up until a designated cutoff time prior to the delivery date. The system shall notify the inmate of the next delivery date.

Commissary order system shall cancel any order for an inmate that is released prior to the delivery of the items to the inmate, and have space for the signatures of the inmate and the individual reviewing and delivering the inmate's order.

L. Equipment Provided by the Vendor

The Vendor shall provide, at the Vendor's expense, all equipment that is needed to process commissary orders and transmit commissary orders to the Vendor's facility(-ies). This shall include but not be limited to kiosks, modems, telephone lines, computer lines, electrical connections, computer hardware, computer software, storage space for the records (server or storage device), etc.

The Vendor shall provide on-site repair and/or replacement of all equipment supplied by the Vendor under the terms of this agreement. The Vendor must repair or replace failed equipment within twenty-four (24) hours of notification of failed equipment. The Vendor shall have procedures in place to manually enter an order if equipment should fail during the order process. The manual method shall not interfere with the normal delivery schedule.

The Vendor shall be responsible for the cost of installation, maintenance, repair, and replacement of equipment provided by the Vendor.

M. Commissary Kiosks

Vendor must provide and maintain to Sedgwick County at no cost, 59 kiosk units for commissary ordering to be located in the jail housing units with the ability to:

1. Provide a hardened, tamper-proof kiosk for inmate use in inmate areas of the jail. Network connections to the kiosk must be physically protected from unauthorized inmate access. The system shall contain no components that could be potentially used as a weapon by inmates.
2. Mount the kiosk on a floor stand-alone model. Mounted units must be ADA compliant. (56 floor-mounted, 1 wall-mounted, and 2 mobile units).
3. Allow all kiosks to operate simultaneously.
4. Provide product images for reading impaired.
5. Use PIN and inmate name and/or scanning of inmate wrist band for identification and login, logoff; with automatic timeout.
6. Assign a unique order number to each order to identify the inmate with his/her order.

7. Display all approved items.
8. View, delete, or add to the commissary order until order cutoff time.
9. Detect intruders tampering with kiosk or using incorrect inmate identification.
10. Allow inmate to check account history and balances.
11. Allow inmates to access inmate handbook, visitation hours and general information.
12. All announcements and ordering must be available in English and Spanish.
13. The kiosk shall use software to allow for tracking, distributing, and sorting on inmate requests and grievances.
14. Allow inmates to view their booked charges and bond information. In addition the vendor agrees should court date information become available in the jail management system, the field shall be added to the display.
15. Facility Information - The facility SHALL BE able to freeform information using the administration tool to display to the inmates. They are able to display things such as FAQ's, Inmate handbooks and many other things. This section is purely for the benefit of the facility to communicate information to the inmates.

N. Receipts

The Vendor shall provide one copy of the order receipt sealed within the bag containing the inmate purchase. The order receipt should contain as a minimum:

1. Date order was placed.
2. Inmate's full name, data number, housing unit identity.
3. Beginning balance of inmate's account.
4. A listing of all items included in the order. Listing shall include product ID, product description, quantity, unit price, and total price.
5. The Vendor shall identify, on the inmate order receipt, items that are subject to state and local sales tax.
6. The Vendor shall list, on the inmate order receipt as a separate line item entry, the total state and local sales tax charged to the inmate.
7. Grand Total (sum of all purchases).
8. Ending balance of inmate's account.
9. A listing of all items ordered but not received. Listing shall include product description, quantities ordered, and reason for non-delivery (out of stock, discontinued, diet restrictions, housing restrictions, etc.).
10. A space where the inmate can sign and date to acknowledge receipt of the order.
11. A space where the deliverer can sign and date to acknowledge the inmate's receipt of the order.

O. Invoices

1. The Vendor shall submit an invoice within three (3) business days after each commissary delivery.
2. Invoices for both locations shall be sent to the Sedgwick County Detention Facility, 141 W. Elm Wichita Kansas, 67203.
3. Invoices shall include but not be limited to the following: vendor's unique invoice number, order date, delivery date, and invoice date, order fill rate, invoice amount.
4. Along with the weekly invoice, the Vendor shall furnish a statement that itemizes all sales for the respective week. The Vendor shall furnish monthly reports on gross sales, line item sales amounts and number of indigent transactions.

P. Holiday Schedule

Sedgwick County observes ten (10) paid holidays each year. The Vendor and Jail shall adjust commissary order and delivery schedules to accommodate Sedgwick County's holiday schedule. Holiday order and delivery schedules are subject to negotiation and shall be expressed in the final contract. Holidays observed by Sedgwick County include: New Years Day; Martin Luther King, Jr. birthday; President's Day; Memorial Day; Independence Day; Labor Day; Veteran's Day; Thanksgiving Day; Thanksgiving Friday (day after); Christmas Day.

Q. Damages and Refunds

The Vendor shall establish an efficient method of handling damages and refunds. The Vendor shall issue a refund to the inmate's account within three business days of delivery for items that are damaged, spoiled, or missing prior to items being delivered to the inmate.

13. MINIMUM AND LIMITED VENDOR SERVICES REQUIREMENTS

The following provisions describe unique roles of Sedgwick County and the Vendor for providing commissary services. For the purpose of discussion and to describe the flow of commissary operations this RFP describes activities to be completed on specific days each week. Actual commissary delivery days and times are subject to negotiation and shall be approved in writing by the Vendor and the Sedgwick County.

A. Vendor Responsibilities.

The Vendor shall provide all services described in General Requirements:

1. Receive Commissary Orders: Receive commissary orders submitted by Sedgwick County.
2. Package Commissary Orders: The Vendor shall package commissary orders in paper bags with tamperproof seals.
3. When possible, the vendor will mark non-consumable products with the order number.
4. Deliver Commissary Orders: The Vendor shall deliver Commissary to the inmates under escort from Sedgwick County. The day of the week and delivery times shall be negotiated with vendor, however Sedgwick County would prefer deliveries be made on Saturday.

B. Information Systems and Equipment Provided by Sedgwick County

1. Access (read only) Sedgwick County JMS system to determine inmate custody status, housing unit location, etc.
2. Limited edit access to the inmate accounting system.
3. Correspond with correctional staff via Sedgwick County e-mail to address commissary issues.
4. Coordinate meetings with management and staff.
5. The Vendor shall be responsible for communicating with Sedgwick County's representative frequently throughout the week and respond to management and staff regarding commissary issues.

C. Inmate Labor

1. Sedgwick County shall provide no inmate labor to the Vendor.
2. The Vendor is solely responsible for delivery of commissary services. The delivery of commissary services shall in no way be dependent upon the availability of inmate labor.
3. Sedgwick County will supply staff escort for all deliveries.

D. Commissary Services

The Vendor shall provide commissary services a minimum of once per week, for inmates at the 141 W. Elm.

The vendor shall deliver commissary to Work Release at 701 W. Harry, at least twice a week to accommodate the inmates' varied work schedules and hours.

The Vendor shall provide all services described in General Requirements and the following:

1. Establish Commissary Delivery Schedule: Sedgwick County desires that commissary is to be delivered to the entire inmate population at a minimum of once per week. The commissary delivery schedule is subject to approval by the the Sheriff's Office.
2. Commissary Order: The Vendor shall have a commissary order system that will provide a means of identifying the inmate, the inmate's housing unit, available funds, the unit price of each product, and the quantity to be ordered. The order system shall allow inmates to order any time of day or week, up until a designated cutoff time prior to the delivery date. The system shall notify the inmate the next delivery date for the inmate's current housing location.
3. Receive Commissary Orders: The Vendor shall receive commissary order submitted through the system established by the Vendor.
4. Prepare Commissary Orders: The Vendor shall process commissary orders, prepare order receipts, and pick and package the commissary order for delivery to the inmates.
5. Deliver Commissary Orders: The following describes the process of delivering commissary to inmates in their housing units:
 - a. The Vendor shall deliver commissary orders to the housing pods.
 - b. After the inventory is complete, the inmate and the Vendor will sign the commissary delivery receipts. One copy of the signed receipt will be provided to the inmate and one copy will remain with the Vendor.
 - c. The Vendor shall remove from the housing unit and properly dispose of all commissary trash.

When a discrepancy exists with a commissary order, the Vendor shall resolve the discrepancy on the day of delivery of the commissary order or a refund should be issued to the inmate.

When an inmate changes housing pods between the time the commissary order is placed and delivered, the Vendor shall determine the new housing location and deliver the commissary to the inmate in the inmate's new housing pod.

When an inmate is released from custody between the time the commissary order is placed and delivered, the Vendor shall delete the order and return the inmate's fund to their account, before release.

When an inmate is placed in a special housing unit between the time the commissary order is placed and delivered and is not authorized to receive commissary, the Vendor shall route the order as follows:

1. Orders for indigent or hygiene items only may be delivered to the special management area as a normal delivery.
2. Orders for non-indigent and non-hygiene other items must be returned to Vendor and a credit applied to the inmates account

E. Manage Indigent Store

Indigent store is a package of supplies provided to inmates who have little or no money on their inmate accounts. The indigent store package includes writing materials, pre-stamped envelopes, and hygiene items.

Indigent inmates are those inmates who have \$2.00 or less on their inmate account for fourteen (14) consecutive days.

The following items shall be included in indigent store packages at no cost to the inmate or Sedgwick County:

1. Toothbrush, short (@ 3-3/8"), quantity one each.
2. Pencil, writing, flexible, short (@ 4").
3. Toothpaste, fluoride 2.75 oz., quantity one tube.
4. Solid clear stick deodorant, 1.5 oz., clear bottle, quantity one each.
5. Shampoo, 4.0 oz., clear bottle, quantity one each.

6. Paper, writing, quantity 5 sheets.
7. Envelope, stamped, quantity three each.

Items and quantities of goods provided to indigent inmates is subject to change at the discretion of Sedgwick County.

Sedgwick County requests that Denture Cream and contact lens solution is made available for indigent inmates upon request.

Any inmate that is indigent for six (6) months may request underwear, t-shirt and socks.

The Vendor shall package and provide on a weekly basis, at the request of indigent inmates, indigent store items listed above. Indigent store shall be delivered to inmates at the time of the weekly commissary delivery.

1. Vendor shall provide in their proposal the delivered cost of each item in the indigent store list and the cost of the entire indigent store package.
2. Vendor shall deliver with their proposal two starter kits packaged in the manner they will be provided to inmates.
3. Vendor shall cover the cost of indigent supplies.
4. The Vendor shall establish, and describe in the Vendor's proposal, procedures to administer indigent store. As a minimum Vendor shall address:
 - a. Procedures for inmates to request indigent store
 - b. Procedures for verifying indigence
 - c. Procedures for packaging, delivering, and receipting for indigent store
 - d. Procedure for maintaining a record of indigent requests and delivery
 - e. 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. The Vendor may set up the indigent ordering system to allow for inmates to order individual items or a pre-set package of items.

F. Provide Commissary Services to Special Management Inmates

1. Medical - Inmates are often on restricted commissary for special diets. The Vendor will need to follow the special diet restriction policies of Sedgwick County.
2. Administrative Segregation and Disciplinary - Some inmates in administrative confinement and disciplinary inmates may order commissary using the commissary order system used by inmates in general population housing units. They may only order commissary items listed on a restricted commissary menu. The order system shall allow inmates to order any time of day or week, up until a designation cutoff time prior to the delivery day. The system shall notify the inmate the next delivery date.

G. Address Inmate Requests

Inmate Requests are available to inmates in their housing pods and are used by inmates to express their needs and concerns to correctional staff, including commissary staff. Inmates complete inmate requests electronically on kiosk.

H. Address Inmate Grievances

The Vendor shall work cooperatively with Sedgwick County in the administration of the inmate grievance procedures to ensure systematic review of and response to inmate complaints, concerns or inquiries. The Vendor shall review, and respond in writing to inmate requests within three (3) business days of receipt. Completed responses are to be made through the kiosk system.

I. Remove Trash

The Vendor shall be responsible for removal and proper disposal of all trash generated by commissary operations. Sedgwick County shall provide a dumpster at the loading dock area that the Vendor may use for that purpose.

J. Manage Starter Kits for New Inmate Arrivals

The Vendor shall package and provide to jail staff sufficient quantities of starter kits to ensure the availability of one starter kit for each new inmate arrival.

The following items shall be included in starter kits:

1. Toothbrush, short (@ 3-3/8"), quantity one each.
2. Pencil, writing, flexible, short (@ 4Toothpaste 0.85 oz., quantity one each.
3. Solid clear stick deodorant, 1.5 oz., clear bottle, quantity one each.
4. Shampoo, 2.0 oz., clear bottle, quantity one each.
5. Bar soap 3.0 oz., quantity one each.
6. Comb, small, pocket, plastic, unbreakable, quantity one each.

Vendor shall provide in their proposal the delivered cost of each item in the starter kit list at no cost to Sedgwick County.

Vendor shall deliver with their proposal two starter kits packaged in the manner they will be provided to inmates.

14. MINIMUM STAFFING AND PERSONNEL REQUIREMENTS

- A. **Dress Code** - The Vendor shall establish and enforce a business casual dress code for all commissary staff who require access to Sedgwick County facilities, which is consistent with the requirements established for Sedgwick County employees and appropriate to a correctional environment with regard to safety and appearance. Each employee of the Vendor shall wear a picture ID supplied by Sedgwick County while in the facility.
- B. **Personnel Security Requirements** - The Vendor shall ensure Vendor employees including employees of its subVendor(s) and agents who require access to Sedgwick County facilities shall cooperate and comply with Sedgwick County security criminal history checks and clearances, substance abuse screening, photo identification, vehicle registration procedures, and searches of their person and possessions while on or in Jail property.
- C. **Criminal History Check** - Vendor employees who require access to Sedgwick County shall be subject to criminal history check. Each Vendor employee shall complete and sign a release authorizing Sedgwick County staff to conduct a criminal history check. Vendor employees shall not be permitted to work pending results of the criminal history check. The Vendor shall replace employee(s) whose criminal history check indicates the employee(s) may be a risk as determined by Sedgwick County .

D. Photo Identification

1. Vendor employees who require access to Sedgwick County shall be issued photo identification badges provided by Sedgwick County staff.
2. Vendor employees shall wear the photo identification badges prominently displayed on the outer layer of clothing at all times while inside Sedgwick County facilities.
3. The Vendor shall be accountable for all photo identification badges issued to Vendor employees. The Vendor shall retrieve and return to Sedgwick County, photo identification badges of persons who are no longer in the Vendor 's employ.

E. **Searches** - Vendor employees who require access to Sedgwick County shall submit to searches of their person and possessions including their vehicle while on or in Jail property. At Sedgwick County's sole discretion, Sedgwick County may deny access to Sedgwick County facilities, any Vendor employees who refuse to consent to such searches. Such denial of access shall in no way impact the cost of the contract nor relieve the Vendor of its responsibilities therefore.

F. **Access to Facilities** - Although the Vendor has authority for all hiring and termination, Sedgwick County may deny access to individuals whose criminal history check indicates the individual could be a threat to the good order and security of the facility or on the basis of security violations validated through Sedgwick County investigation. Such denial of access shall in no way impact the cost of the contract nor relieve the Vendor of its responsibilities therefore. Sedgwick County will communicate promptly with the Vendor regarding any such situations and provide a written summary of the investigation to the Vendor . Vendor employees, independent Vendor(s) and sub Vendor(s) shall cooperate with Sedgwick County in any investigation involving inmate or staff conduct.

G. **Jail Orientation** - The Vendor shall ensure that all commissary staff who require access to Sedgwick County attend Sedgwick County's orientation program. Jail orientation is designed to provide a basic familiarization with aspects of security unique to the correctional environment such as fraternization, tool control, key control, sharps management, controlled medication management, PREA (Prison Rape Elimination Act) etc.

15. SECURITY REQUIREMENTS

The Vendor shall develop procedures to ensure facilities, supplies, furnishings, and equipment entrusted to the Vendor are not abused or misused, are properly maintained, and secure at all times.

A. Contraband

The Vendor shall establish procedures to ensure Vendor employees who require access to Sedgwick County understand which items constitute contraband and that Vendor employees do not introduce contraband into the Correctional Facilities.

The Vendor shall not give any item to an inmate except in the presence of correctional staff.

B. Personal Security

The Vendor shall develop procedures, consistent with Jail policies, to ensure the safety and well being of Vendor personnel who require access to Sedgwick County while providing services under the terms of the contract.

C. Inmate Security

The Vendor shall establish procedures to ensure Vendor personnel who require access to Sedgwick County facilities are familiar and comply with Sedgwick County security procedures pertaining to inmate control and security. In addition, the Vendor shall:

1. Inform Sedgwick County, in writing, any time a personal friend or relative of any Vendor employee is confined to any facility.
2. Ensure Vendor employees do not fraternize or grant special favors for any inmate confined to any facility.
3. Ensure Vendor personnel do not provide to any inmate, information regarding any other inmate confined to any facility.

16. SPECIAL TERMS AND CONDITIONS

AUDIT: The Vendor hereby agrees to retain all books, records and other documents relative to this contract for four (4) years after final payment, or until audited by Sedgwick County Authority, whichever is sooner. Sedgwick County Authority, its authorized agents, and/or State auditors shall have full access to and the right to examine any of said materials during said period.

17. REQUEST FOR PROPOSAL CONDITIONS

In submitting a response to this Request for Proposal, vendors hereby understand the following:

1. Pricing offered in the proposal document will be provided to other local governments and governments whom Sedgwick County regularly enters into agreements.
2. Alternate proposals (two or more proposals submitted) will be considered for an award. Sedgwick County reserves the right to make the final determination of actual equivalency or suitability of such proposals with respect to requirements outlined herein.
3. Sedgwick County will retain the right to reject any part of or any and/or all proposals received, or to accept any item or items in the proposal, if determined to be non-responsive in any form, or if determined to be in the best interest of Sedgwick County. It will further be understood that each responder's sureties and insurers are subject to the approval of the County.
4. Sedgwick County may award a purchase contract, based on initial offers received, without discussion of such offers. **A vendor's initial offer should therefore be based on the most favorable terms available from a price and technical standpoint.** The County may, however, have discussion with those vendors that it deems in its discretion to fall within a competitive range. It may also request best and final offers from such proposers, and make an award and/or conduct negotiations thereafter.
5. Sedgwick County reserves the right to negotiate separately with any proposer after the opening of this Request for Proposal when such action is considered in its best interest. Subsequent negotiations may be conducted, but such negotiations will not constitute acceptance, rejection, or a counteroffer on the part of the County.
6. Proposals may not be withdrawn for a period of 120 days following the opening of this *Request for Proposal*. Prices MUST also be free of duties, federal, state, and local taxes unless otherwise imposed by a governmental body, and applicable to the material on the proposal.
7. Proposers MUST return the entire document with any supplementary materials to Sedgwick County, Kansas, Purchasing Department, 525 North Main, 8th Floor, Suite 823, Wichita, KS 67203, on or before 1:45 p.m. on the proposal due date. The time clock stamp in the Purchasing Department will determine the time of receipt. Bids and Proposals will be opened and acknowledged at 2:00 p.m. the same day and location unless otherwise specified.
8. Envelopes/container containing Responses must be sealed and marked on the lower left-hand corner with the firm name and address, proposal number, proposal due date, and proposal opening time.
9. Sedgwick County interprets the term "lowest responsible and best bidder/proposer" as requiring Sedgwick County to: (a) choose between the kinds of materials, goods, wares, or services subject to the proposal, and (b) determine which proposal is most suitable for its intended use or purpose. Sedgwick County can consider, among other factors, such things as labor cost, service and parts availability, and maintenance costs of items upon which proposals are received. Sedgwick County can determine any differences or variations in the quality or character of the material, goods, wares, or services performed or provided by the respective responders.
10. All requested information must be supplied. If proposers cannot respond to any part of this request proposers should state the reason they cannot respond. Proposers may provide supplemental information, if necessary, to assist Sedgwick County in analyzing their proposal.
11. A purchase order and/or contractual agreement constitutes Sedgwick County's offer to the service provider upon the terms and conditions stated herein, and shall become binding for all terms set forth herein, when it is accepted by the service provider by acknowledgment or performance, and subject to the terms and conditions of the County to be memorialized by written agreement.

12. After the award, if the successful contractor/supplier refuses or fails to make deliveries of the materials/services within the times specified in the *Request for Proposal*, purchase order or contractual agreement, Sedgwick County may, by written notice, terminate the contract OR purchase order. The successful respondent will certify and warrant that goods, personal property, chattels, and equipment sold and delivered are free and clear of any and all liens, or claims of liens, for materials or services arising under, and by virtue of the provisions of K.S.A. 58-201, et seq., and any other lien, right, or claim of any nature or kind whatsoever.
13. The proposer responding to this proposal proposes to furnish all materials, labor, supplies, equipment and incidentals necessary to provide the equipment/materials/services described herein in accordance with the Notification of Solicitation (if applicable), Request for Information (if applicable), Request for Proposal, Addenda, Contract, Bonds, Insurance, Plans, Specifications, Mandatory Requirements and Conditions.
14. If a response to this Request for Proposal is accepted, the proposer agrees to execute and deliver to the County a contract in accordance with the Contract Documents (if applicable) within ten days of notice of the award to the Proposer.
15. Prior to a vendor being awarded a contract, Domestic (Kansas) corporations shall 1) furnish evidence of good standing in the form of a Certificate signed by the Kansas Secretary of State. Foreign (non-Kansas) corporations shall furnish evidence of authority to transact business in Kansas, in the form of a Certificate signed by the Kansas Secretary of State; and 2) a copy of the Corporation Resolution evidencing the authority to sign the Contract Documents, executed by the Corporation's Secretary or Assistant Secretary.
16. Sedgwick County will not award to any vendor that is currently listed in the exclusion records of the SAM (System for Award Management) website maintained by the General Services Administration (GSA) or to any vendor presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency.
17. The proposer hereby certifies that he or she has carefully examined all of the documents for the project, has carefully and thoroughly reviewed this Request for Proposal, understands the nature and scope of the work to be done; and that this proposal is based upon the terms, specifications, requirements, and conditions of the Request for Proposal and documents. The Proposer further agrees that the performance time specified is a reasonable time, having carefully considered the nature and scope of the project as aforesaid.
18. It will be understood that any proposal and any/all referencing information submitted in response to this Request for Proposal will become the property of Sedgwick County, and will not be returned. Sedgwick County will use discretion with regards to disclosure of proprietary information contained in any response, but cannot guarantee that information will not be made public. As a governmental entity, Sedgwick County is subject to making records available for disclosure after Board of County Commission approval of the recommendation. Any confidential or proprietary information should be clearly marked.
19. Sedgwick County reserves the right to cancel the work described herein prior to issuance and acceptance of any contractual agreement/purchase order by the recommended vendor even if the Board of County Commissioners has formally accepted a recommendation.
20. Sedgwick County will issue a purchase order/contract for the acquisition of products/services specified as a result of an award made in reference to this document. Contract documents will be subject to any regulations governed by the laws of the State of Kansas and any local resolutions specifically applicable to the purchase. Any dispute arising out of the contract documents or their interpretation will be litigated only within the courts of the State of Kansas.
21. County reserves the right to enter into agreements subject to the provisions of the Cash Basis Law (K.S.A. 10-1112 and 10-1113), the Budget Law (K.S.A. 79-2935). Agreements shall be construed and interpreted so as to ensure that the County shall at all times stay in conformity with such laws, and as a condition of agreements the County reserves the right to unilaterally sever, modify, or terminate agreements at any time if, in the opinion of its legal counsel, the Agreement may be deemed to violate the terms of such law.
22. No prepayment of any kind will be made prior to implementation. Payment of the seller's invoices is subject to adjustment for any shortage, or for the rejection of any item or items.
23. Unless specified elsewhere in the document, all prices quoted must be F.O.B. Destination, Freight Prepaid and Allowed, which will include all delivery, handling, and any other charges related to delivery including surcharges.
24. The successful proposer may have access to private or confidential data maintained by the County to the extent necessary to carry out its responsibilities of the contract. Contractor shall be responsible for compliance with the privacy provision of the Health Insurance Portability and Accountability Act (HIPAA) and shall comply with all other HIPAA provisions and regulations applicable. If the successful proposer is a business associate as that term is defined under HIPAA, the contract shall include the County's standard business associate addendum. A copy of that standard addendum is available on request.
25. The successful proposer agrees all data, records and information, which the proposer, including its agents and employees, obtains access to for the purposes of this proposal, remains at all times exclusively the property of Sedgwick County. Proposer agrees it will take all reasonable steps and the same protective precautions to protect Sedgwick County's proprietary information from disclosure to third parties as with successful proposer's own proprietary and confidential information.
Proposer agrees that all data, regardless of form that is generated as a result of this Request for Proposal is the property of Sedgwick County.
26. The Proposer agrees to comply with K.S.A. 44-1030, and hereby agrees that:
 - a. He or she will observe the provision of the Kansas Commission on Human Rights and will not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, national origin, ancestry, or physical disability;
 - b. In all solicitations or advertisements for employees, he or she will include the phrase, 'Equal Opportunity Employer,' or a similar phrase to be approved by the Kansas Commission on Human Rights;

- c. If he or she fails to comply with the manner in which he reports to the Kansas Commission on Human Rights, he will be deemed to have breached the present contract, and it may be canceled, terminated, or suspended, in whole or in part, by Sedgwick County, Kansas;
 - d. If he or she is found guilty of a violation of the Kansas Act Against Human Rights under a decision, or order of the Kansas Commission on Human Rights which has become final, he or she will be deemed to have breached the present contract, and it may be canceled, terminated, or suspended, in whole or in part, by Sedgwick County, Kansas; and,
 - e. He or she will include the provisions of subsections (a) through (d) inclusively of this paragraph in every subcontract or purchase order so that such provision will be binding upon such subcontractor or vendor.
27. The successful proposer agrees all project participants, consultants, engineers, contractors and subcontractors, must comply with all applicable Federal, State and County laws pertaining to contracts entered into by governmental agencies. All participants must comply with the Americans with Disabilities Act (ADA), including the 2008 ADA Amendments Act, and 2010 ADA Standards for Accessible Design.
 28. The successful proposer agrees all contractors/subcontractors performing new construction, maintenance, alterations, or additions to Sedgwick County buildings or facilities must comply with building guidelines/codes, and the 2010 ADA Standards for Accessible Design. Any violation of the provisions of the ADA or 504, or specification deficiencies, should be reported to the county's ADA coordinator. Failure to notify the county's ADA coordinator for remedy may be considered a breach of contract and may be grounds for cancellation, termination for suspension, in whole or in any part of the contract. All construction plans will have the county's ADA coordinator approval prior to beginning any work.
 29. Sedgwick County is desirous of allowing as many Kansas vendors as possible the opportunity to participate including minority men and women-owned businesses, and small businesses in the roles of providing goods and services to Sedgwick County. If your company does not fall into any of these categories, your efforts to contract with vendors who do fall into these categories are appreciated. Construction projects utilizing subcontractors requires a subcontracting worksheet. Contact purchasing department for details.
 30. By submission of a response, the Proposer agrees that at the time of submittal, he or she: (1) has no interest (including financial benefit, commission, finder's fee, or any other remuneration) and will not acquire any interest, either direct or indirect, that would conflict in any manner or degree with the performance of Proposer's services, or (2) benefit from an award resulting in a "Conflict of Interest." A "Conflict of Interest" will include holding or retaining membership, or employment, on a board, elected office, department, division, or bureau, or committee sanctioned by and/or governed by the Sedgwick County Board of County Commissioners. Proposers will identify any interests, and the individuals involved, on separate paper with the response and will understand that the County, at the discretion of the Purchasing Director in consultation with the County Counselor, may reject their proposal.
 31. No gifts or gratuities of any kind shall be offered to any County employee at any time.
 32. The Proposer certifies that this proposal is submitted without collusion, fraud, or misrepresentation as to other Proposers, so that all proposals for the project will result from free, open, and competitive proposing among all vendors.
 33. Prior to the opening of proposals, proposers may correct, modify, or withdraw their proposals. A proposer who wishes to withdraw a proposal must make the request in writing to the Purchasing Director. Any correction or modification to a proposal must be submitted in writing and in a sealed envelope clearly identifying the envelope as being a correction or modification to the proposer's proposal.

18. PROPOSAL CONTENT

Proposal(s) should be organized in the following format and information sequence:

- A. Company complete name and address.
- B. The Vendor shall identify the geographic scope of the firm, whether local, within Kansas, regional, national or international. If the company is not local, it must identify the location of the closest office designated to provide project support, supervision and oversight. Vendor must provide details regarding off-site (from Sedgwick County) resources dedicated to this contract.
- C. Each submission must include a list of ten client references providing information described. References must be from contracts with jails/prisons with average daily inmate population greater than 500. Contracts with reference jails/prisons must have been in effect for at least one year and at least five of the references must be from current contracts. This information must be provided or the submission may be disqualified.
- D. Acknowledge and address in sequential order each mandatory firm requirement listed in Section 11.
- E. Describe in detail the Vendor's work plan and proposal for satisfying all RFP requirements.

1. Actions the Vendor will take to start up and provide ongoing Inmate Commissary Services for Sedgwick County Detention facility and work release facility. The work plan shall include a detailed project schedule identifying all tasks to be accomplished, the Vendor's approach to task accomplishment, and a timeline for completion of tasks and implementation of Inmate Commissary Services.
 2. Delivery procedures for Inmate Commissary Services, include a description of warehouse operations and the address of warehouse facility(s) that will be used to provide Inmate Commissary Services for Sedgwick County.
 3. Quality and inventory control methods and standards.
 4. Procedures for providing safe, sanitary and secure inventory, including supervision and control to insure that contraband does not enter the Sedgwick County Detention Facility. For the purpose of this contract, contraband is any item or substance that is not included in the list of products approved for sale to inmates of Sedgwick County Detention Facility or standard documents and packaging materials needed to prepare the order.
 5. Procedures for dealing with staff/inmate complaints and methods for minimizing the potential for inmate litigation regarding commissary related issues.
 6. Description of method of making institutional information, such as rules, informational bulletins, etc. available for viewing or reading on kiosk.
 7. Description of electronic inmate request system.
- F. Provide information about the Vendor's product line and include a product price listing. The Vendor shall provide a complete list of items offered for sale to inmates through commissary services. The Vendor's list shall include as a minimum:
1. Product description, including product size, weight, etc.
 2. Brand name of the product.
 3. Price, expressed in terms of dollars and cents, at which the Vendor agrees to sell the item to Sedgwick County Detention facility inmates.
 4. The price listed shall be for the price of the product only and not include any adjustment for commission to Sedgwick County ; the price shall not include state and local sales tax.
 5. The Vendor shall include a similar but separate listing of products that use a sugar substitute, diabetic and Kosher items.
 6. The Vendor shall also include sample inmate commissary menus, receipts, invoices, and forms that may be used in performance of the contact.
- G. Include any topics not covered in the Request for Proposal that you wish to disclose to the County that further describes your firm's level of qualifications to provide the outlined service(s) and/or products(s).
- H. Provide a completed Proposal Response Form below.
- I. Provide detailed cost for service(s) proposed.

19. PRICING

Sedgwick County reserves the right to select the proposal that most closely matches the specifications. Sedgwick County also reserves the right to award in whole or in part, by item, group of items, or by section where such action serves Sedgwick County's best interest. The successful vendor will be responsible to providing any permits necessary, labor, supervision, materials, equipment, transportation and service necessary to complete the project.

PROPOSAL RESPONSE FORM
13-0093
COMMISSARY PREPARATION AND MANAGEMENT SERVICES

The undersigned, on behalf of the Proposer , certifies that: (1) this offer is made without previous understanding, agreement or connection with any person, firm, or corporation submitting a bid on the same project; (2) is in all respects fair and without collusion or fraud; (3) the person whose signature appears below is legally empowered to bind the firm in whose name the proposal is entered; (4) they have read the complete Request for Proposal and understands all provisions; (5) if accepted by the County, this proposal is guaranteed as written and amended and will be implemented as stated; and (6) mistakes in writing of the submitted proposal will be their responsibility.

NAME _____
 DBA/SAME _____
 CONTACT _____
 ADDRESS _____ CITY/STATE _____ ZIP _____
 PHONE _____ FAX _____ HOURS _____
 TAX PAYER I.D. NUMBER _____ STATE _____
 INCORPORATED _____
 COMPANY WEB SITE ADDRESS _____ E-MAIL _____
 NUMBER OF LOCATIONS _____ NUMBER OF PERSONS EMPLOYED _____
 TYPE OF ORGANIZATION: Public Corporation _____ Private Corporation _____ Sole Proprietorship _____
 Partnership _____ Small Business _____ Manufacturer _____ Distributor _____ Retail _____ Dealer _____
 General Nature of Business _____ FEIN/SS # _____ W-9 included _____
 Not a Minority Owned Business _____ Minority Owned Business: _____ Certification # _____
 African American _____ Asian _____ Hispanic _____ Native American _____ Other _____ Woman Owned Business _____

ACKNOWLEDGE RECEIPT OF ADDENDA: All addendum(s) are posted to our RFQ/RFP web page and it is the vendor's responsibility to check and confirm all addendum(s) related to this document by going to www.sedgwickcounty.org/finance/purchasing.asp .

NO. _____, DATED _____; NO. _____, DATED _____; NO. _____, DATED _____

Yes, I would like to be on the emergency vendor list. **No, I would not like to be on the emergency vendor list.**

After Hours Phone #: _____ **Emergency Contact Name:** _____

After Hours Fax #: _____

In submitting a response to this document, vendor acknowledges acceptance of all sections of the entire document and has clearly delineated and detailed any exceptions.

Signature _____ Title _____

Print Name _____ Dated _____

Exhibit A

Sales History

Sales History	2012	2011	2010	2009	2008
Main Facility	\$878,619.43	\$830,192.00	\$930,005.23	\$940,292.19	\$783,456.34
Work Release	\$21,927.12	\$19,993.92	Not available	Not available	Not available

Item Supplied

Item Supplied	2012	2011	2010	2009	2008	5-Year Cost
Televisions	15	19	16	16	16	\$6,070.59
Hair Clippers	20	20	20	20	20	\$4,076.00
Basketballs	25	25	25	25	25	\$952.47
Coffeepots	0	100	35	35	27	\$8,075.32

Cost of indigent supplies in 2012 was \$6,151.00

Top Selling Items from each category, April 17-23, 2013

Category	Item	Number Sold
Food	Cup Noodles – beef	2,574
Food	Oatmeal – maple	2,460
Food	Oatmeal – apple	893
Food	Cup Noodles – vegetable	2,160
Food	Cup Noodles – shrimp	844
Hygiene/NP Medications	Toothpaste	89
Hygiene/NP Medications	Ivory Soap	54
Hygiene/NP Medications	Toothbrush	30
Hygiene/NP Medications	Witch Hazel Towelette	29
Hygiene/NP Medications	Dove Soap	18
Hygiene/NP Medications	Halls Cough Drops	8
Hygiene/NP Medications	Tums	7
Hygiene/NP Medications	Anti-fungal cream	2
Hygiene/NP Medications	Hydrocortisone cream	1
Hygiene/NP Medications	Tylenol/Advil/Aspirin	170
Snacks and Drink Mixes	Cheeze-Its	2,261

Snacks and Drink Mixes	Brownies	1,924
Snacks and Drink Mixes	Chocolate Chip Cookie	1,081
Snacks and Drink Mixes	Cheese Curls	963
Snacks and Drink Mixes	Snickers	751
Snacks and Drink Mixes	Instant Coffee	343
Snacks and Drink Mixes	Tea	81
Snacks and Drink Mixes	Kool-Aid	67
Snacks and Drink Mixes	Hot Chocolate	46
Snacks and Drink Mixes	Tang	38
Clothing and Linen	Socks	40
Clothing and Linen	Panties	10
Clothing and Linen	Long John Shirt	10
Clothing and Linen	Boxer Shorts	9
Clothing and Linen	T-Shirts	8
Clothing and Linen	Washcloth	31
Clothing and Linen	Pillow	1
Clothing and Linen	Sheet	1
Entertainment & Misc.	AA Batteries	126
Entertainment & Misc.	Playing Cards	20
Entertainment & Misc.	AAA Batteries	7
Entertainment & Misc.	Word Search	5
Entertainment & Misc.	Walkman Radio AA	4
Stationary Materials	Stamped Envelope	909
Stationary Materials	Pencil-tip Eraser	173
Stationary Materials	Stamps 32¢	112
Stationary Materials	Legal Pad	70
Stationary Materials	Manila Envelope	29

EXHIBIT B

ID:
Location:

Printed Name:
Signature:

Revised
5/14/2013

Date:

*I authorize the deduction of funds to pay for the items selected.

CLOTHING								
9	BOXERS SMALL	3.75	101	BAR SOAP, DOVE PINK	2.00	175	SUGAR FREE LIFESAVER	2.00
10	BOXERS MEDIUM	3.75	102	BAR SOAP, IVORY	0.55	176		0.75
11	BOXERS LARGE	3.75	103	BLISTEX	1.86	177	SNICKERS*	0.75
12	BOXERS X-LARGE	3.75	104		2.87	178	TWIX - CARAMEL*	0.75
13	BOXERS 2 X-LARGE	3.75	112	CHAP STICK	1.86		BEVERAGES	
14	BOXERS 3 X-LARGE	3.75	117	DENTURE BATH	1.61	164	HOT CHOCOLATE 10oz*	2.85
15	BOXERS 4 X-LARGE	3.75	118	EAR PLUGS	1.75	165	INSTANT COFFEE 3oz*	4.10
16	SPORTS BRA 34	7.50	119		2.70	166	KOOL AID 12oz*	2.85
17	SPORTS BRA 36	7.50	122	EMERY BOARDS 10 PACK	1.07	167	TANG DRINK 12oz*	2.85
18	SPORTS BRA 38	7.50	123	HAIR ROLLERS BLUE	1.45	168	TEA .4 OZ*	0.81
19	SPORTS BRA 40	7.50	124	HAIR ROLLERS GREEN	1.45		CHIPS / SNACKS	
20	SPORTS BRA 42	7.50	125	HAIR ROLLERS YELLOW	1.45	1		0.81
21	SPORTS BRA 44	7.50	127	HAIR ROLLERS PINK	1.45	2		0.81
34	CLOGS, BLACK M6, W8	13.25	139	HAND LOTION	1.88	3	VEG CALIFORNIA LUNCH	0.81
35	CLOGS, BLACK M7; W9	13.25	140	MAGIC SHAVE TUBE	4.71	4	KOSHER CHICKEN SOUP*	2.50
36	CLOGS, BLACK M8; W10	13.25	141	SHAVE CREAM TUBE	3.00	5		0.38
37	CLOGS, BLACK M9; W10	13.25	142	MINERAL OIL	2.15	6		0.38
38	CLOGS, BLACK M10; W12	13.25	143		1.86	7	CLUB CRACKERS RITZ	1.80
39	CLOGS, BLACK M11; W13	13.25	144		5.75	8	SUGAR TWIN 100/box*	2.03
40	CLOGS, BLACK M12; W14	13.25	145	CONTACT LENS CASE	0.53	171		0.65
41	CLOGS, BLACK M13; W15	13.25	146	PETROLEUM JELLY	1.88	179	BEEF STICK	0.65
42	CREW SOCK - MENS	1.45	152	Q-TIPS	1.34	180	BROWNIE*	0.75
43	CREW SOCK - WOMENS	1.45	153	SENSODYNE	1.60	181		0.54
49	MED LONG JOHN PANTS	7.50	154	SKIN CREAM CLEANSER	2.75	182	RICE KRISPIE TREAT	0.75
50	LG LONG JOHN PANTS	7.50	157	SOAP BOX	0.54	183		0.54
51	XL LONG JOHN PANTS	7.50	158	SUPER POLYGRIP	4.29	184		0.69
52	2XL LONG JOHN PANTS	7.50	159	TOOTHBRUSH	0.20	186	CHEEZ-ITS*	0.54
53	3XL LONG JOHN PANTS	7.50	160	TOOTHBRUSH CAP	0.54	187	CHIPS BBQ*	0.54
54	MED LONG JOHN TOP	7.50	161	TOOTH PASTE	0.81	188	CHIPS CHEESE CURLS	0.54
55	LG LONG JOHN TOP	7.50	163		1.45	189	CHIPS, CORN*	0.54
56	XL LONG JOHN TOP	7.50	239		0.30		SPECIAL	
57	2XL LONG JOHN TOP	7.50	240		0.40	190		0.00
58	3XL LONG JOHN TOP	7.50			0.57	191		0.00
59	MENS BRIEF SM 30-32	2.97	92	MEDICAL		192		0.00
60	MENS BRIEF MED 34-36	2.97	126	ANTIBIOTIC OINTMENT	4.00	193		0.00
61	MENS BRIEF L 38-40	2.97	128	HALLS COUGH DROPS	0.90	194	Chaplain - Catholic Bible	0.00
62	MENS BRIEF XL 42-44	2.97	129	HEMORROID CREAM	4.50	195		0.00
63	MENS BRIEF 2XL 46-48	2.97	130		2.41	196		0.00
64	MENS BRIEF 3XL 50-52	2.97	133	ANTIFUNGAL CREAM	3.50	197		0.00
65	PANTIES SM - 5	2.71	134	PEPTO BISMOL TABLETS	4.02	198		0.00
66	PANTIES MED - 6	2.71	135	LAXATIVE POWDER	6.00	199	Chaplain - Daily Bread	0.00
67	PANTIES L - 7	2.71		TUMS	1.07	201	Chaplain - Calendar	0.00
68	PANTIES XL - 8	2.71	90	MISC		202	Chaplain - Address Book	0.00
69	PANTIES 2XL - 9	2.71	91	"AA" BATTERY (LIMIT 1)	0.86	204	Chaplain - Bookmarks	0.00
70	PANTIES 3XL - 10	2.71	105	"AAA" BATTERY (LIMIT 2)	0.86	205	Chaplain - 9x12 Envelope	0.00
71	PILLOW	7.92	106	CHECKER SET	6.50	207	Chaplain - Comb	0.00
72	SHEET	7.50	108	CHESS SET	8.00	208	Chaplain - Toothbrush	0.00
74	T-SHIRTS SMALL	4.75	109		0.42	209	Chaplain - Indigent Pack	0.00
75	T-SHIRTS MEDIUM	4.75	110	CROSSWORD PUZZLE	2.54	210	Chaplain - Bra size Small (34)	0.00
76	T-SHIRTS LARGE	4.75	111	WORD SEARCH CIRCLE	2.54	211		0.00
77	T-SHIRTS X-LARGE	4.75	120	SUDOKU PUZZLES	3.14	212	Chaplain - Bra size Large (38)	0.00
78	T-SHIRTS 2 X-LARGE	4.75	121		0.59	213	Chaplain - Bra size XL (40 +)	0.00
79	T-SHIRTS 3 X-LARGE	4.75	136	ART SKETCH PAD	2.09	214	Chaplain - Panties size 5	0.00
80	TENNIS SHOES M6; W7.5	15.50	137	PENCIL	0.27	215	Chaplain - Panties size 6	0.00
81	TENNIS SHOES M7; W9	15.50	138	LEGAL PAD	1.02	216	Chaplain - Panties size 7	0.00
82	TENNIS SHOES M8; W10	15.50	147	MANILLA ENVELOPE 9x12	0.29	217	Chaplain - Panties size 8	0.00
83	TENNIS SHOES M9; W11	15.50	148	PINOCLE CARDS SET	3.72	218	Chaplain - Panties size 9	0.00
84	TENNIS SHOES M10; W12	15.50	149	DICTIONARY	2.15	219	Chaplain - Panties size 10	0.00
85	TENNIS SHOES M11; W13	15.50	150	DOMINO CARDS	1.86	220	Chaplain - Socks size 6-12	0.00
86	TENNIS SHOES M12; W14	15.50	151	PLAYING CARDS	1.86	221	Chaplain - Socks size 12-15	0.00
87	TENNIS SHOES M13; W15	15.50	156		8.58	222	Chaplain - T-Shirt size Med	0.00
88	TENNIS SHOES M14; W16	15.50	162	STAMPS \$0.32	0.32	223	Chaplain - T-Shirt size Large	0.00
	PERSONAL HYGIENE		233	WALKMAN RADIO "AA"	21.73	224	Chaplain - T-Shirt size XL	0.00
73	SHOWER CAP	0.38	238	PLASTIC CUP; BROWN	2.15	225	Chaplain - T-Shirt size 2XL	0.00
89	WASH CLOTH	0.50		ERASER	0.05	226	Chaplain - T-Shirt size 3XL	0.00
93	HAIR PICK	1.07	169	CANDY		227	Chaplain - Briefs size 30-32	0.00
94	BABY OIL	1.88	170	BABY RUTH*	0.75	228	Chaplain - Briefs size 34-36	0.00
95	BABY POWDER	1.88	172	BUTTERFINGER*	0.75	229	Chaplain - Briefs size 38-40	0.00
98	DANDRUFF SHAMPOO	3.49	173	HERSHEY ALMOND*	0.75	230	Chaplain - Briefs size 42-44	0.00
99	BAR SOAP, DOVE BLUE	2.00	174		2.25	231	Chaplain - Briefs size 46-48	0.00
					2.00	232	Chaplain - Quran	0.00