



## 6a. CERTIFICATION OF CONTRACT

### BOARD OF COUNTY COMMISSIONERS ESCAMBIA COUNTY, FLORIDA

#### OFFICE OF PURCHASING

213 PALAFOX PLACE , 2<sup>nd</sup> Floor – Pensacola, FL 32502

P.O. BOX 1591

PENSACOLA, FL 32591-1591

TELEPHONE (850) 595-4980

(SUNCOM) 695-4980

TELEFAX (850) 595-4805

<http://www.myescambia.com/departments/purchasing>

CLAUDIA SIMMONS

*Purchasing Manager*

### CERTIFICATION OF CONTRACT

**TITLE: Commissary Services for Road Prison**

**CONTRACT NO.: 08-09.029**

**AWARD DATE: 04-06-2009**

**EFFECTIVE DATE: 03-01-2009**

**AWARD: That the Board authorize the County to piggyback off of the Troup County, Georgia, contract in accordance with the Escambia County Code of Ordinance, Chapter 46, Article II, Section 46-44, Applications and Exemptions; and Section 46-64 Board Approval to Award a purchase order in the amount of \$100,000 to Kimble's Food by Design, for commissary services at the Road Prison, PD 08-09.029, for a period of thirty six months.**

**CONTRACTOR(S): Kimble Commissary**

**ANY QUESTIONS, SUGGESTIONS, OR CONTRACT SUPPLIER PROBLEMS WHICH MAY ARISE SHALL BE BROUGHT TO THE ATTENTION OF Joe Pillitary, CPPO, CPPB Purchasing Coordinator, (850) 595-4878  
E-MAIL: [joe\\_pillitary@co.escambia.fl.us](mailto:joe_pillitary@co.escambia.fl.us)**

- A. AUTHORITY - Upon affirmative action taken by the Board of County Commissioners on 04-06.2009, a contract has been executed between the Board of County Commissioners, Escambia County Florida and the designated contractor(s).
- B. EFFECT - This contract was entered into to provide economies in the purchase of Commissary Services for Road Prison as described within the solicitation. Therefore, in compliance with **County Ordinance Chapter 46 Finance, Article II Division 3, Section 46-81**, all purchases of these commodities shall be made under the terms, prices, and conditions of this contract and with the suppliers specified.
- C. ORDERING INSTRUCTIONS - All purchase orders shall be issued in accordance with **Codified County Ordinance, Chapter 46 Finance, Article II Purchases and Contracts; and, as supplemented by Ordinance 2001-9 and Ordinance 2001-60**. Purchases shall be at the prices indicated, exclusive of all Federal, State and local taxes. All contract purchase orders shall show the contract number, product number, quantity, description of item, with unit prices extended and purchase order totaled. (This requirement may be waived when purchase is made by a blanket purchase order.)
- D. CONTRACTOR PERFORMANCE - Departments shall report any vendor failure to perform according to the requirements of this contract on Report of Unsatisfactory Materials And/Or Service, Form F0140 to this office.
- E. VENDOR PERFORMANCE EVALUATION FORM - Contract Appraisal, form F0190 should be used to provide your input and recommendations for improvements in the contract to the Office of Purchasing for receipt no later than 90 days prior to the expiration date of this contract.

Top 2  
Re: final contract

Kimble's Commissary Services/Escambia County Road Prison  
Financial Agreement  
December 19, 2008

Kimble's Commissary offers the following to Escambia County:

- 22% rebate commission on all inmate commissary nets sales\* excluding tobacco and 20 oz. drink tokens.
- 10% rebate commission on all tobacco and 20 oz. drink tokens.
- Three "inmate direct" commissary kiosk machines will be installed and networked by Kimble's staff at no cost to Escambia County.
- One Dell computer and monitor will be provided by Kimble's in administration. Kimble's software will be installed on this computer.
- All hardware/software will be provided by Kimble's Commissary.
- All Technical Support will be provided at no cost to Escambia County.
- One weekly order will be delivered to Escambia County Road Prison by a Kimble's associate.

\*All commission based on net sales; net sales being defined as gross sales less applicable sales tax and postage stamps. Commission Payment will be made on the following month and will include a detailed financial report supporting the revenue paid. It is Kimble's desire to have at least a three year agreement to install the amount of capital investment required to implement your commissary program.

Kimble J. Carter  
President



# TRUP COUNTY BOARD OF COMMISSIONERS

RICHARD C. WOLFE, CHAIRMAN, DISTRICT 1  
BUCK DAVIS, DISTRICT 2  
KEN SMITH SR., DISTRICT 3  
MORRIS JONES, DISTRICT 4  
RICHARD ENGLISH JR., DISTRICT 5

DIANA EVANS, PURCHASING DIRECTOR

March 9, 2009

To Whom It May Concern:

The Troup County Board of Commissioners issued an RFP for Competitive Sealed Proposals for Inmate Commissary Services for the Troup County Sheriff's Office and the Troup County Correctional Institute on January 21, 1997. The contract was awarded to Kimble's Food by Design. Kimble's agreed to pay a 15% rebate commission on all items excluding stamps. We do not assign control numbers for this type of bid/proposal process.

The commission is paid on time, the service has proved to be dependable, the error rate is minimal, and the equipment/software provided to use the system is upgraded as necessary to minimize the time to transmit orders. Because of all these reasons and our staff recommendations we have chosen not to make a change in commissary service providers.

Thank you,

Diana Evans

Purchasing Director

Troup County Board of Commissioners

KIMBLE CARTER  
PRESIDENT

Kimble's  
food by design

CONTRACT FOOD SERVICE MANAGEMENT

Lafayette Parkway • 607 Hines St. • LaGrange, GA 30241  
(706) 884-5527 • (706) 884-0645 Fax • kimblecarter@kimblesfood.com  
800-252-3660 Toll Free

WILLIAM PENDERGRAPH  
ACCOUNTS MANAGER

Kimble's  
commissary services

Lafayette Parkway • 607 Hines St. • LaGrange, GA 30241  
(706) 884-5527 • (706) 884-0645 Fax • willampendergraph@kimblesfood.com  
800-252-3660 Toll Free

PURCHASING DEPARTMENT • 100 RIDLEY AVENUE/P.O. BOX 1149 • LA GRANGE, GA 30241 • (706) 883-1635 • FAX (706) 298-3646

SPECIFICATIONS FOR REQUEST FOR PROPOSAL  
FOR TROUP COUNTY C.I. COMMISSARY SERVICES

I. INTENT

It is the intent of this request to solicit a proposal from vendors for the complete commissary services management of the Troup County C.I. Inmate Commissary. Said proposal will provide a complete Accounting and Commissary software package plus a computer workstation at no cost to the County.

II. SCOPE

The Contractor will be responsible for all commissary procurement, order fulfillment, order delivery to the facility, maintenance of inventory and accounting of transactions. The C.I. will provide order entry and delivery to the inmate and all financial operations.

III. FACILITY BACKGROUND

Average Daily Population 152	Average # of Indigent -0-	Average Weekly Sales \$900.00
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IV. CALENDAR OF EVENTS

<u>DATE</u>	<u>EVENT</u>
<u>Jan. 21, 1997 8:00 a.m.</u>	Issue Request for Proposal
<u>Jan. 23, 1997 10:00 a.m.</u>	Site Review - Troup County C.I. 2508 Hamilton Road LaGrange, GA 30240
<u>Jan. 31, 1997 3:00 p.m.</u>	All Proposals Due - Purchasing Department 900 Dallis Street LaGrange, GA 30240
<u>Feb. 3, 1997-Feb. 11, 1997</u>	Evaluation of Proposals
<u>Feb. 18, 1997 3:00 p.m.</u>	Award or Rejection of Proposal
<u>March 3, 1997/March 2, 1998</u>	Contract Period with Option to Renew each year for additional two (2) years.

V. BASIS OF AWARD

The award resulting from this Request for Proposal will be made to the vendor that submits the response that in the County's opinion, best serves the overall interests of the County. The award will not be based solely on quoted commissions or pricing. The County reserves the right to have a demonstration of the software program before final determination of award.

Other criteria to be used in evaluating the responses are:

1. Experience and Reputation of Firm
2. Suggested Product List
3. References
4. Commissary Operating Plan
5. Technology (Computer Hardware, Software Features, Accounting Procedures)
6. Price and Quality of Products
7. Commission Percentage to Troup County

Proposals should address each of the criteria in their response.

VI. ADDITIONAL REQUIREMENTS

Interested vendors shall submit two copies of their proposal. Any questions concerning this proposal should be in writing to John Jenkins, Troup County Purchasing Department, Administration Building, 900 Dallis Street, LaGrange, Georgia 30240. (Fax Number (706) 883-1637)

VII. CONTRACT PERIOD

The contract period shall begin approximately March 3, 1997 through March 2, 1998 with the option to renew each year for an additional one year not to exceed a total of three years if agreeable with both the County and Vendor. The County and Vendor must inform within sixty (60) days prior to the end of contract period of their intent to renew or cancel.

VIII. PRICES

The prices quoted shall be firm for the first one hundred twenty (120) days. Prices shall be subject to acceptance at any time within sixty days after the proposal due date. Subsequent price adjustments shall be made in proportion to the increase or decrease of the contractors cost of product and supplies. Any significant changes in price or services must be negotiated to the mutual agreement of both parties.

IX. BILLINGS

The C.I. will be billed monthly by an invoice listing gross sales, stamps, taxes, net sales and client commission. Net sales shall be defined as sales less stamps (unless a profit is made on stamps and stamped envelopes) and applicable sales tax.

X. PAYMENT

Payment will be made directly by C.I. within thirty (30) days of receipt of the invoice. Should a dispute occur regarding an invoice, that part of the invoice which is not in dispute will be paid within the above timeline. Contractor will provide a commission check made payable to The Troup County Board of Commissioners within thirty (30) days of receipt of payment.

XI. TERMINATION OF CONTRACT

This contract may be terminated by either party at any time during the contract period or subsequent renewals by giving at least sixty (60) days prior written notice of termination.

XII. INSURANCE AND HOLD HARMLESS AGREEMENT

Contractor shall furnish copy of Fleet Insurance with proposal.

Contractor at time of award must provide insurance coverage to Troup County Board of Commissioners to defend, indemnify and hold harmless Troup County, its officers, employees, agents and servants for any and all liability covered by negligence or wrongful act of the Contractor arising out of the performance of this Agreement.

XIII. RESPONSIBILITIES OF THE COUNTY

- A. Corrections staff will deliver order forms (menus) to inmates.
- B. Corrections staff will enter completed orders into the computer and transmit to the vendor via modem. All cost will be vendor's except corrections staff.
- C. Completed orders will be delivered by the vendor to Troup County C.I. and individual orders will be distributed and accounted for by the corrections staff.

XIV. MINIMUM OPERATIONAL REQUIREMENTS

ORDERING

Inmates may purchase a maximum of \$35.00 (including tax and excluding such items as radios and headphones) per order day. There will be two order days per week per inmate.

The contractor shall provide adequate quantity of approved order forms. Current product list, size and price to be provided with proposal.

The order forms shall be a one page document for completion by the inmate of the following information: last name, first name, middle initial, housing location, item name, item cost, date of order, and statement of tax rate.

Any item that is temporarily out of stock or is not approved for purchase for a specific inmate will be cancelled.

Failure of contractor to maintain a 95% on time/order completion rate will be cause for contract termination.

ORDER FULLFILLMENT

Contractor shall be responsible for purchase and inventory of all items necessary to operate the commissary program. Contractor's proposal shall include a statement regarding purchase of the County's existing inventory. The current value of that inventory is approximately \$1,160.00.

DELIVERY

Delivery of all commissary items will be packaged individually for inmate in clear plastic sealed bags. Each bag should contain a printed two part receipt form identifying all items purchases and their cost.

INDIGENT

No indigent packs will be purchased.

XV. FINANCIAL

The Contractor and Troup County Board of Commissioners retain all documents pertaining to the contract for three years from the termination of the contract or until Troup County audits are complete and exceptions resolved for the funding period covered by the contract. Upon request with thirty (30) days notice, the Contractor shall make available these records for inspection.

XVI. INDEPENDENT STATUS OF CONTRACTOR

The Contractor hereby represents and agrees that it is engaged as an independent contractor and not as the agent, employee or servant of Troup County; that it has and hereby retains the right to exercise and control and supervision of the work and full control over the employment, direction, compensation, and discharge of all persons assisting in the work, that it will be solely responsible for wages (including withholding of income taxes and social security), taxes, workers compensation, compliance with OSHA and all employment related regulations relating to its employees; and that it will be responsible for its own acts and those of its subordinates, employees and agents during the term of an agreement. Contractor shall retain the exclusive right to hire, fire and set the terms and conditions of employment for its employees including wages, hours, fringe benefits, duties, grievance procedures and labor relation matters. Troup County shall not be considered a joint employer, joint venture or partner with contractor.

Troup County reserves the right to reject any and all proposals whether such right is reserved in the public notice or not and in such case, may readvertise, abandon the project or make any other decisions deemed to be in the best interest of Troup County.

Joe,

Included is the RFP for Troop C.I.  
Thanks for working with us and we  
look forward to servicing the Escambia C.I.

Thanks  
Kimble

TROUP CO. BOARD OF COMMISSIONERS  
PURCHASING DEPARTMENT  
P. O. BOX 1149  
LAGRANGE, GA 30241

DIANA EVANS  
PURCHASING TECHNICIAN

PHONE 706 883-1635  
FAX 706 883-1637

TROUP CO. PURCHASING DEPT.  
ADMINISTRATION BUILDING  
900 DALLIS STREET  
LAGRANGE, GA 30240

**Troup County  
Purchasing**

*Sumner Evans  
Contract Technician  
706.883.1635*

**Request for Proposals**

**For**

**Jail Commissary and Inmate Banking Services  
10/12/08**

**Proposals due December 2, 2008  
at 2:30 p.m.**

**at**

**Troup County Sheriff's Office  
120 Sam Walker Dr  
LaGrange, GA 30240**

## 1 SUMMARY

The Troup County Sheriff,s Office, hereinafter collectively referred to as "County", is requesting proposals from all interested providers of jail commissary and inmate account management services. The County is particularly interested in proposals that include the use of technology to minimize the amount of staff time required to administer commissary services.

The term "offeror" as used herein shall refer to providers submitting proposals in response to this Request for Proposals (RFP). The term "Contractor" or "Provider" is also used to describe the successful offeror(s) in the context of providing services under a contract resulting from this RFP.

All responses received in response to this RFP will be evaluated on the criteria described herein.

*One original and four (4) copies of the proposal must be delivered to the address below before 2:30 p.m. Eastern Time on December 2, 2008. The County will not be responsible for proposals delivered to a person or location other than that specified herein, and reliance on the postal service will not excuse late proposals.*

Purchasing Division  
Troup County  
120 Sam Walker Drive  
LaGrange, GA 30240

Any amendment or addendum to this RFP is valid only if in writing and issued by the Troup County Purchasing Agent.

Questions regarding this RFP must be submitted in writing to the contact person identified in Section 9. The County reserves the right to decline to respond to any questions if, in the County's assessment, the information cannot be obtained and shared with all potential offerors in a timely manner.

## 2 GENERAL TERMS AND CONDITIONS

- 2.1 **Prime Responsibility:** The selected Contractor(s) will be required to assume full responsibility for all services and activities offered in its/their proposal(s), whether or not provided directly. Further, the County will consider the selected Contractor(s) to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.
- 2.2 **Assurance:** Any contract awarded under this RFP must be carried out in full compliance with Title VI and VII of the Civil Rights Act of 1964 as amended, and Section 504 of the Rehabilitation Act of 1973 as amended. The Provider must guarantee that services provided will be performed in compliance with all applicable county, state and federal laws and regulations pertinent to this project. Prior to executing an agreement the Provider will be required to provide evidence substantiating the necessary skill to perform the duties through the submission of references.
- 2.3 **The Health Insurance Portability and Accountability Act of 1996 (Public Law 104-199 (HIPAA):** Any contract awarded under this RFP must comply with the requirement of 42 U.S.C. §§ 1171 et seq., Health Insurance Portability and Accountability Act of 1996 (HIPAA) and its subsequent amendments, related to Protected Health Information (PHI), in performing



any task or activity related to this Agreement.

- 2.4 Independent Contractor: In performance of the work, duties and obligations assumed by the offeror, it is mutually understood and agreed that the offeror, including any and all of the offeror's officers, agents and employees, will at all times be acting and performing in an independent capacity and not as an officer, agent, servant, employee, joint venture, partner or associate of the COUNTY.
- 2.5 Vendors may submit alternate proposals. Alternate proposals shall be clearly marked as such.
- 2.6 Troup County prohibits discrimination in employment or in the provision of services because of race, color, religion, religious creed, sex, age, marital status, ancestry, national origin, political affiliation, physical disability or medical condition. This clause does not require the hiring of unqualified persons.
- 2.7 The County reserves the right to reject any and all proposals, to negotiate specific terms, conditions, compensation, and provisions on any contracts that may arise from this solicitation; to waive any informalities or irregularities in the proposals; and to accept the proposal(s) that appear(s) to be in the best interest of the Troup County. In determining and evaluating the proposals, costs will not necessarily be controlling; the experience of those who will be providing services under the contract, quality, equality, efficiency, utility, suitability of the services offered, and the reputation of applicants will be considered, along with other relevant factors.
- 2.8 Troup County reserves the right to:
  - Request clarification of any submitted information;
  - Not enter into any agreement;
  - Interview applicants prior to award and request additional information during the interview;
  - Issue similar RFPs in the future.
- 2.9 Portions of this RFP and the vendor's proposal may be made part of any resultant contract and incorporated in the Contract.
- 2.10 Prior to commencement of services, the Contractor must provide evidence of the following insurance coverages: Worker's Compensation, Commercial General Liability, Comprehensive Business or Commercial Automobile Liability for Owned Automobiles and Non-owned /Hired Automobiles. The Contractor will be required to maintain the required coverages, at its sole cost and expense, throughout the entire term and any subsequent renewal terms of the contract.
- 2.11 Pursuant to the County's Green Procurement and Sustainable Practices Policy, vendors are requested to use recycled products and sustainable practices whenever possible.
- 2.12 After the date and time established for receipt of proposals by the County, any contact initiated by any offeror with any County representative, other than the Purchasing Agent representative listed herein, concerning this request for proposals is prohibited. Any such unauthorized contact may cause the disqualification of the offeror from this procurement transaction.

### 3 BACKGROUND

This Request for Proposals (RFP) is to establish a contract for provision of inmate commissary and banking services for the Troup County Sheriff's Office.

The Troup County Jail is a modern direct-supervision jail that has a bed capacity of 245 inmates.

Section 1: Introduction

The purpose of this document is to provide a comprehensive overview of the project's objectives, scope, and timeline. It is intended for all stakeholders involved in the project, including the project manager, team members, and sponsors.

The project is expected to be completed by the end of the fiscal year. The project manager will be responsible for ensuring that the project is completed on time and within budget.

The project will be managed using a project management software tool. The project manager will be responsible for ensuring that the project is completed on time and within budget. The project manager will also be responsible for ensuring that the project is completed on time and within budget.

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Section 2: Objectives

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The average daily population at TCJ for the first nine months of 2008 has been 420 inmates.

The commissary system currently in use at TCJ requires considerable staff time to receive and process deposits to inmate accounts and to prepare inmate orders. The County desires to identify through this solicitation a system that will provide greater efficiencies in operation. We are particularly interested in proposals for systems that feature the use of technology to facilitate ordering and processing, i.e. kiosks.

#### **4 SERVICES REQUIRED**

The Contractor will be expected to provide the following services as part of the commissary program.

##### **4.1 Commissary Services Requirements**

- a. Contractor shall maintain on its own premises, off-site from the TCJ, a large selection of items to be made available through the commissary program. The County shall approve all items to be made available at TCJ. Purchase and payment for inventory and stock shall be the sole responsibility of the Contractor.
- b. Inmates will be able to purchase goods from the commissary at least once per week. All sales will be made via order forms or an automated order user interface provided by the vendor. Said forms or automated order interface shall show items available and their current prices. Vendor will package and seal orders and deliver fulfilled orders within three business days after the order is placed.
- c. Provide, purchase and maintain custody of inventory and deliver items mutually agreed upon between the Vendor and the County to the inmates of the Troup County Jail.
- d. Commissary service shall start within thirty (30) days of execution of the contract. The contract term shall be for a three (3) year period effective upon contract award, with an option to extend the contract term for up to two (2) additional one (1) year periods.
- e. Contractor shall assume full responsibility for the actions of its personnel who may be present at the TCJ site, all of whom shall be subject to background checks and approval by the County.

##### **4.2 Inmate Accounts System Requirements**

- a. The Contractor shall provide all hardware and software for a computerized Inmates Accounts System to keep accurate and complete records of all commissary activity and balances of individual inmate accounts. This system must be approved by the County.
- b. The system shall be multi-terminal with multi-user and function capability.
- c. The system shall allow a jail staff person to open an inmate account by using the inmate identification number at the time of booking, and then to enter into the computer system the amount of money in the inmate's possession at that time.
- d. The system shall allow for at least the following functionality and types of transactions to occur on the inmate's account:
  - Add funds to an account.
  - Draw funds from an account in the form of a check, issuing that check via a system printer.
  - Close an account with a detailed statement and pay the inmate's balance by check.

- Deduct commissary and other charges in a "live" environment.
  - Process credits.
  - Change inmate locations.
  - Carry negative balances.
  - Allow for the addition of inmate information to control commissary purchases (i.e., diabetic controls).
- e. The system shall allow for the ability to post:
- Daily deposits
  - Medical Fees
  - Dental Fees
  - Administrative Fees
  - Misc. Debits/Credits
- f. The system shall adhere to generally accepted accounting principles and provide a complete audit trail of all transactions. Audit trail reports should include operator identification, date of all entries, and updates to records.
- g. The system shall allow for the production of sales reports.
- h. The system shall provide a series of reports as specified by the County, including: detailed weekly invoices, and records of charges to inmates for other services, such as medical, and haircuts.
- i. The system shall provide various levels of security, including password control. These levels will have the capability to be customized by the jail site manager.
- j. The vendor shall install the system, train County personnel, provide remote support to maximum utilization and minimal down time of the inmate accounts system.
- k. The vendor shall provide continuing support for the software and hardware throughout the length of the contract. Support to include correcting program and system problems plus updates and enhancements to the software.

#### 4.3 Other Requirements

- a. Contractor shall keep full and accurate accounts of sales and other records related to the commissary services for a period of no less than three (3) years.
- b. The Contractor shall keep full and accurate records of sales and order records in connection with the commissary services provided. If requested, a copy of said records shall be supplied to the Sheriff or his designee on a monthly basis on the first working day of the subsequent month. In addition, all such records shall be available for auditing by the County at any time during regular working hours.

#### 4.4 County Responsibilities

The County shall be responsible to provide:

- a. Accurate and timely orders for the commissary program.
- b. Direct delivery packaged orders to the facility.
- c. A mutually agreed upon delivery schedule that works in the best interest of jail operation.

#### 4.5 Qualifications of the Contractor

To be considered for award of this contract, the vendor must meet the following minimum qualifications:

- a. The vendor must be organized for the purpose of providing institutional and/or Commissary services, and must have five (5) years previous experience with proven effectiveness in administering large scale Commissary services programs, with a minimum of ten (10) accounts.
- b. The vendor must have a proven ability for contract start-up by January 15, 2009.
- c. The vendor must have qualified staff with identifiable supportive personnel dedicated to the sole purpose of Commissary services.
- d. The vendor must have the central office capability to supervise and monitor the program ensuring satisfactory provision of services.
- e. The vendor shall submit a list of five (5) references, including name of institution, address, and contact person and phone number.
- f. The vendor is to submit the proposed price list, items, package size and brand name of each product to be furnished.

## **5 PROPOSAL CONTENT AND FORMAT REQUIREMENTS**

Interested offerors shall submit an original plus four (4) copies of their proposal to Troup County Sheriff's Office.

Proposals shall be delivered no later than 2:30 p.m. Eastern Time, December 2, 2008 and shall contain at a minimum the following items:

- 5.1 **Cover Sheet (Exhibit A)**  
Provide the full legal name of the Contractor who will execute the contract. Provide specific information concerning the agency, including: the agency's legal name and type of entity.
- 5.2 **Description of Services – 20 points**
  - a. Describe the procedures by which commissary services will be provided.
  - b. Describe the billing and accounting system to be used. Will all inmate payments for commissary goods be remitted to the vendor, with payment provided to the County for its commission at the end of the month? Or will inmate payments be held by the County and an invoice provided by the vendor to the County for the vendor's cost?
  - c. Describe the quality control and inventory control methods and standards that will be employed in delivering services.
  - d. Provide a sample menu of commissary items proposed for sale to inmates, including proposed pricing for each item. Identify the commission that would be earned by the County for the sale of each item.

- e. Describe, in detail, the inmate account management system. Include descriptions of both the operational features as well as the security and accounting features.
- f. Describe the communications methods and requirements of your system. Does your system use a modem, the Internet, a virtual private network (VPN), etc?
- g. Describe any infrastructure or services (such as floor space, wiring, electrical, network, etc.) that will need to be supplied by the County in order to install and operate the proposed commissary and banking technology.

### 5.3 Qualifications of the Offeror

- a. Provide a general history and description of the Offeror's firm, including number of years providing commissary services in institutional and correctional facilities, number of employees, organizational structure, and achievements in providing commissary service management.
- b. Provide at least three (5) references for provision of commissary services in jail facilities currently under active contracts. Include the facility location, name and telephone number of contact persons. In addition, provide a list of all contracts that your organization has lost in the past three (3) years and the reasons why.
- c. Provide any additional information about your firm that you believe would be helpful to the County in evaluating your proposal.

## 6 SELECTION PROCEDURES

### 6.1 Evaluation Criteria

The primary criteria to be used in selecting a vendor will include the following:

- a. The vendor's demonstrated experience and expertise in correctional facilities. Experience shall include current service in correctional facilities of similar size and volume, as well as experience of staff, district manager and transition team.
- b. The Contractor's plan of operation, including accounting, packaging, shipping, delivery, correction of errors, shortages, and overall ability to perform a quality commissary program.
- c. The net financial return (net commission) to the County, without inflating the pricing to inmates in order to provide a higher commission. Each vendor is to base their pricing, per item offered in the commissary, based on the current package size and weight. This information, for each item, must be included in detail in the proposal submissions.
- d. Past history and references. Vendors shall include a listing of references with their proposals, indicating facility locations, and name and telephone number of facility contact person. This list should contain at least five (5) current references, preferably of a size comparable to Troup County. References may or may not be contacted, at the discretion of the County. The County reserves the right to contact references other than those furnished by an offeror.

## 7 Selection Process

to the extent that the information is not otherwise available to the public, the information is exempt from disclosure under the Freedom of Information Act, 5 U.S.C. § 552, and the information is being withheld from disclosure.

The information is being withheld from disclosure because it is exempt from disclosure under the Freedom of Information Act, 5 U.S.C. § 552, and the information is being withheld from disclosure.

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FOIA(b)(7)(C) - Exemption

The information is being withheld from disclosure because it is exempt from disclosure under the Freedom of Information Act, 5 U.S.C. § 552, and the information is being withheld from disclosure.

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**8 TENTATIVE TIMELINE FOR THIS SOLICITATION**

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Proposal Submission Deadline	December 2, 2008
Approval of Contract	December 18, 2008
Contract Beginning Date	January 15, 2009

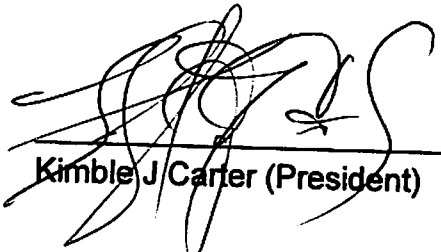
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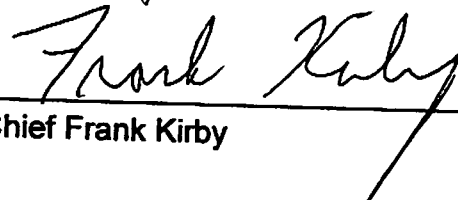
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Kimble J Carter (President)



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Chief Frank Kirby

# facsimile transmittal

To: Joe Pillitary Fax: 850.595.4807  
From: William/Kimble Date: 3/5/09  
Re: Road Prison Pages: \_\_\_\_\_  
CC: \_\_\_\_\_

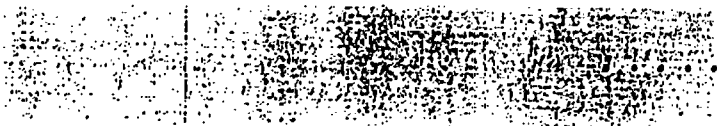
Urgent     For Review     Please Comment     Please Reply     Please Recycle

Notes:

I also overnighted  
a copy.

Thanks --

William



**Troup County  
Purchasing**

**Request for Proposals**

**For**

**Jail Commissary and Inmate Banking Services  
10/12/08**

**Proposals due December 2, 2008  
at 2:30 p.m.**

**at**

**Troup County Sheriff's Office  
120 Sam Walker Dr  
LaGrange, GA 30240**

**1 SUMMARY**

The Troup County Sheriff's Office, hereinafter collectively referred to as "County", is requesting proposals from all interested providers of jail commissary and inmate account management services. The County is particularly interested in proposals that include the use of technology to minimize the amount of staff time required to administer commissary services.

The term "offeror" as used herein shall refer to providers submitting proposals in response to this Request for Proposals (RFP). The term "Contractor" or "Provider" is also used to describe the successful offeror(s) in the context of providing services under a contract resulting from this RFP.

All responses received in response to this RFP will be evaluated on the criteria described herein.

*One original and four (4) copies of the proposal must be delivered to the address below before 2:30 p.m. Eastern Time on December 2, 2008. The County will not be responsible for proposals delivered to a person or location other than that specified herein, and reliance on the postal service will not excuse late proposals.*

Purchasing Division  
Troup County  
120 Sam Walker Drive  
LaGrange, GA 30240

Any amendment or addendum to this RFP is valid only if in writing and issued by the Troup County Purchasing Agent.

Questions regarding this RFP must be submitted in writing to the contact person identified in Section 9. The County reserves the right to decline to respond to any questions if, in the County's assessment, the information cannot be obtained and shared with all potential offerors in a timely manner.

**2 GENERAL TERMS AND CONDITIONS**

- 2.1 **Prime Responsibility:** The selected Contractor(s) will be required to assume full responsibility for all services and activities offered in its/their proposal(s), whether or not provided directly. Further, the County will consider the selected Contractor(s) to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.
- 2.2 **Assurance:** Any contract awarded under this RFP must be carried out in full compliance with Title VI and VII of the Civil Rights Act of 1964 as amended, and Section 504 of the Rehabilitation Act of 1973 as amended. The Provider must guarantee that services provided will be performed in compliance with all applicable county, state and federal laws and regulations pertinent to this project. Prior to executing an agreement the Provider will be required to provide evidence substantiating the necessary skill to perform the duties through the submission of references.
- 2.3 **The Health Insurance Portability and Accountability Act of 1996 (Public Law 104-199 (HIPAA):** Any contract awarded under this RFP must comply with the requirement of 42 U.S.C. §§ 1171 et seq., Health Insurance Portability and Accountability Act of 1996 (HIPAA) and its subsequent amendments, related to Protected Health Information (PHI), in performing

any task or activity related to this Agreement.

- 2.4 Independent Contractor: In performance of the work, duties and obligations assumed by the offeror, it is mutually understood and agreed that the offeror, including any and all of the offeror's officers, agents and employees, will at all times be acting and performing in an independent capacity and not as an officer, agent, servant, employee, joint venture, partner or associate of the COUNTY.
- 2.5 Vendors may submit alternate proposals. Alternate proposals shall be clearly marked as such.
- 2.6 Troup County prohibits discrimination in employment or in the provision of services because of race, color, religion, religious creed, sex, age, marital status, ancestry, national origin, political affiliation, physical disability or medical condition. This clause does not require the hiring of unqualified persons.
- 2.7 The County reserves the right to reject any and all proposals, to negotiate specific terms, conditions, compensation, and provisions on any contracts that may arise from this solicitation; to waive any informalities or irregularities in the proposals; and to accept the proposal(s) that appear(s) to be in the best interest of the Troup County. In determining and evaluating the proposals, costs will not necessarily be controlling; the experience of those who will be providing services under the contract, quality, equality, efficiency, utility, suitability of the services offered, and the reputation of applicants will be considered, along with other relevant factors.
- 2.8 Troup County reserves the right to:
- Request clarification of any submitted information;
  - Not enter into any agreement;
  - Interview applicants prior to award and request additional information during the interview;
  - Issue similar RFPs in the future.
- 2.9 Portions of this RFP and the vendor's proposal may be made part of any resultant contract and incorporated in the Contract.
- 2.10 Prior to commencement of services, the Contractor must provide evidence of the following insurance coverages: Worker's Compensation, Commercial General Liability, Comprehensive Business or Commercial Automobile Liability for Owned Automobiles and Non-owned /Hired Automobiles. The Contractor will be required to maintain the required coverages, at its sole cost and expense, throughout the entire term and any subsequent renewal terms of the contract.
- 2.11 Pursuant to the County's Green Procurement and Sustainable Practices Policy, vendors are requested to use recycled products and sustainable practices whenever possible.
- 2.12 After the date and time established for receipt of proposals by the County, any contact initiated by any offeror with any County representative, other than the Purchasing Agent representative listed herein, concerning this request for proposals is prohibited. Any such unauthorized contact may cause the disqualification of the offeror from this procurement transaction.

### 3 BACKGROUND

This Request for Proposals (RFP) is to establish a contract for provision of inmate commissary and banking services for the Troup County Sheriff's Office.

The Troup County Jail is a modern direct-supervision jail that has a bed capacity of 245 inmates.

The average daily population at TCJ for the first nine months of 2008 has been 420 inmates.

The commissary system currently in use at TCJ requires considerable staff time to receive and process deposits to inmate accounts and to prepare inmate orders. The County desires to identify through this solicitation a system that will provide greater efficiencies in operation. We are particularly interested in proposals for systems that feature the use of technology to facilitate ordering and processing, i.e. kiosks.

#### **4 SERVICES REQUIRED**

The Contractor will be expected to provide the following services as part of the commissary program.

##### **4.1 Commissary Services Requirements**

- a. Contractor shall maintain on its own premises, off-site from the TCJ, a large selection of items to be made available through the commissary program. The County shall approve all items to be made available at TCJ. Purchase and payment for inventory and stock shall be the sole responsibility of the Contractor.
- b. Inmates will be able to purchase goods from the commissary at least once per week. All sales will be made via order forms or an automated order user interface provided by the vendor. Said forms or automated order interface shall show items available and their current prices. Vendor will package and seal orders and deliver fulfilled orders within three business days after the order is placed.
- c. Provide, purchase and maintain custody of inventory and deliver items mutually agreed upon between the Vendor and the County to the inmates of the Troup County Jail.
- d. Commissary service shall start within thirty (30) days of execution of the contract. The contract term shall be for a three (3) year period effective upon contract award, with an option to extend the contract term for up to two (2) additional one (1) year periods.
- e. Contractor shall assume full responsibility for the actions of its personnel who may be present at the TCJ site, all of whom shall be subject to background checks and approval by the County.

##### **4.2 Inmate Accounts System Requirements**

- a. The Contractor shall provide all hardware and software for a computerized Inmates Accounts System to keep accurate and complete records of all commissary activity and balances of individual inmate accounts. This system must be approved by the County.
- b. The system shall be multi-terminal with multi-user and function capability.
- c. The system shall allow a jail staff person to open an inmate account by using the inmate identification number at the time of booking, and then to enter into the computer system the amount of money in the inmate's possession at that time.
- d. The system shall allow for at least the following functionality and types of transactions to occur on the inmate's account:
  - Add funds to an account.
  - Draw funds from an account in the form of a check, issuing that check via a system printer.
  - Close an account with a detailed statement and pay the inmate's balance by check.

- Deduct commissary and other charges in a "live" environment.
  - Process credits.
  - Change inmate locations.
  - Carry negative balances.
  - Allow for the addition of inmate information to control commissary purchases (i.e., diabetic controls).
- e. The system shall allow for the ability to post:
- Daily deposits
  - Medical Fees
  - Dental Fees
  - Administrative Fees
  - Misc. Debts/Credits
- f. The system shall adhere to generally accepted accounting principles and provide a complete audit trail of all transactions. Audit trail reports should include operator identification, date of all entries, and updates to records.
- g. The system shall allow for the production of sales reports.
- h. The system shall provide a series of reports as specified by the County, including detailed weekly invoices, and records of charges to inmates for other services, such as medical, and haircuts.
- i. The system shall provide various levels of security, including password control. These levels will have the capability to be customized by the jail site manager.
- j. The vendor shall install the system, train County personnel, provide remote support to maximum utilization and minimal down time of the inmate accounts system.
- k. The vendor shall provide continuing support for the software and hardware throughout the length of the contract. Support to include correcting program and system problems plus updates and enhancements to the software.

#### 4.3 Other Requirements

- a. Contractor shall keep full and accurate accounts of sales and other records related to the commissary services for a period of no less than three (3) years.
- b. The Contractor shall keep full and accurate records of sales and order records in connection with the commissary services provided. If requested, a copy of said records shall be supplied to the Sheriff or his designee on a monthly basis on the first working day of the subsequent month. In addition, all such records shall be available for auditing by the County at any time during regular working hours.

#### 4.4 County Responsibilities

The County shall be responsible to provide:

- a. Accurate and timely orders for the commissary program.
- b. Direct delivery packaged orders to the facility.
- c. A mutually agreed upon delivery schedule that works in the best interest of jail operation.

#### 4.5 Qualifications of the Contractor

To be considered for award of this contract, the vendor must meet the following minimum qualifications:

- a. The vendor must be organized for the purpose of providing institutional and/or Commissary services, and must have five (5) years previous experience with proven effectiveness in administering large scale Commissary services programs, with a minimum of ten (10) accounts.
- b. The vendor must have a proven ability for contract start-up by January 15, 2009.
- c. The vendor must have qualified staff with identifiable supportive personnel dedicated to the sole purpose of Commissary services.
- d. The vendor must have the central office capability to supervise and monitor the program ensuring satisfactory provision of services.
- e. The vendor shall submit a list of five (5) references, including name of institution, address, and contact person and phone number.
- f. The vendor is to submit the proposed price list, items, package size and brand name of each product to be furnished.

## **5 PROPOSAL CONTENT AND FORMAT REQUIREMENTS**

Interested offerors shall submit an original plus four (4) copies of their proposal to Troup County Sheriff's Office.

Proposals shall be delivered no later than 2:30 p.m. Eastern Time, December 2, 2008 and shall contain at a minimum the following items:

### **5.1 Cover Sheet (Exhibit A)**

Provide the full legal name of the Contractor who will execute the contract. Provide specific information concerning the agency, including: the agency's legal name and type of entity.

### **5.2 Description of Services -- 20 points**

- a. Describe the procedures by which commissary services will be provided.
- b. Describe the billing and accounting system to be used. Will all inmate payments for commissary goods be remitted to the vendor, with payment provided to the County for its commission at the end of the month? Or will inmate payments be held by the County and an invoice provided by the vendor to the County for the vendor's cost?
- c. Describe the quality control and inventory control methods and standards that will be employed in delivering services.
- d. Provide a sample menu of commissary items proposed for sale to inmates, including proposed pricing for each item. Identify the commission that would be earned by the County for the sale of each item.

- e. Describe, in detail, the inmate account management system. Include descriptions of both the operational features as well as the security and accounting features.
- f. Describe the communications methods and requirements of your system. Does your system use a modem, the Internet, a virtual private network (VPN), etc?
- g. Describe any infrastructure or services (such as floor space, wiring, electrical, network, etc.) that will need to be supplied by the County in order to install and operate the proposed commissary and banking technology.

### 5.3 Qualifications of the Offeror

- a. Provide a general history and description of the Offeror's firm, including number of years providing commissary services in institutional and correctional facilities, number of employees, organizational structure, and achievements in providing commissary service management.
- b. Provide at least three (5) references for provision of commissary services in jail facilities currently under active contracts. Include the facility location, name and telephone number of contact persons. In addition, provide a list of all contracts that your organization has lost in the past three (3) years and the reasons why.
- c. Provide any additional information about your firm that you believe would be helpful to the County in evaluating your proposal.

## 6 SELECTION PROCEDURES

### 6.1 Evaluation Criteria

The primary criteria to be used in selecting a vendor will include the following:

- a. The vendor's demonstrated experience and expertise in correctional facilities. Experience shall include current service in correctional facilities of similar size and volume, as well as experience of staff, district manager and transition team.
- b. The Contractor's plan of operation, including accounting, packaging, shipping, delivery, correction of errors, shortages, and overall ability to perform a quality commissary program.
- c. The net financial return (net commission) to the County, without inflating the pricing to inmates in order to provide a higher commission. Each vendor is to base their pricing, per item offered in the commissary, based on the current package size and weight. This information, for each item, must be included in detail in the proposal submissions.
- d. Past history and references. Vendors shall include a listing of references with their proposals, indicating facility locations, and name and telephone number of facility contact person. This list should contain at least five (5) current references, preferably of a size comparable to Troup County. References may or may not be contacted, at the discretion of the County. The County reserves the right to contact references other than those furnished by an offeror.

## 7 Selection Process

After an initial review of each of the proposals for completeness, the offerors submitting the most highly rated proposals may be invited for interviews prior to final selection, to further elaborate on their proposals. The County reserves the right to award a contract without holding interviews, in the event the written proposals provide a clear preference on the basis of the criteria described.

The Contractor(s) selected for this project will be required to comply with insurance standards as deemed acceptable to the County's Risk Manager. No agreement with the Troup County is in effect until both parties have signed a contract.

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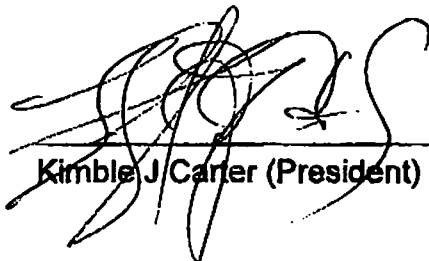
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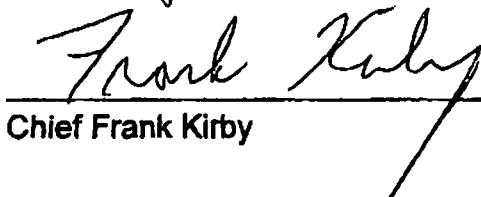
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