

COMMONWEALTH OF VIRGINIA
RSW REGIONAL JAIL

March 25, 2021

REQUEST FOR PROPOSAL

JAIL INMATE COMMISSARY SERVICES

RFP RSW-2021-001



Your firm is invited to submit a proposal to provide Jail Inmate Commissary Services for RSW Regional Jail, to be installed, in accordance with the enclosed specifications. The submittal, consisting of the original proposal marked, "**Jail Inmate Commissary Services**", will be received no later than **2:00 p.m., April 19, 2021**, by:

IN PERSON OR VIA U.S. POSTAL SERVICE

RSW Regional Jail
Attn: Stephanie Smith
6601 Winchester Rd.
Front Royal, Virginia 22630

VIA EMAIL

Subject: "RFP RSW-2021-001 Jail Inmate Commissary Services Proposal
OR stephanie.smith@rswregionaljail.com

(If submitting via mail or in person, you must provide 4 copies along with the original proposal.)

This RFP and any addenda are available on the RSW Regional Jail of website at: www.rswregionaljail.com. The Requests for Proposals link is listed under the Current and Past Solicitations Section on the home page. To receive a printed or emailed copy of this document please call (540)622-5003 or email stephanie.smith@rswregionaljail.com.

Time is of the essence and any proposal received after **2:00 p.m., April 19, 2021** whether by mail or otherwise, will be returned unopened. The time of receipt shall be determined by the time clock stamp in the Finance Office. Proposals shall be placed in a sealed, opaque envelope, marked in the lower left-hand corner with the RFP number, title, and date and hour proposals are scheduled to be received. Offerors are responsible for insuring that their proposal is stamped by Finance Office personnel by the deadline indicated.

The awarding authority for this contract is the RSW Regional Jail Authority.

Nothing herein is intended to exclude any responsible firm or in any way restrain or restrict competition. On the contrary, all responsible firms are encouraged to submit proposals. The RSW Regional Jail of reserves the right to accept or reject any or all proposals submitted.

Technical questions concerning this Request for Proposal should be submitted to **Finance Manager Stephanie Smith** stephanie.smith@rswregionaljail.com **no later than April 12, 2021.**

JAIL INMATE COMMISSARY SERVICES

RSW Regional Jail

I. PURPOSE

This document constitutes a **Request for Proposals** (RFP) from qualified individuals or organizations to provide commissary services for the inmates incarcerated, or housed in the RSW Regional Jail.

II. BACKGROUND

Commissary services are to be provided from the vendor's offsite warehouse. To help expedite the delivery of orders and insure prompt IT support, we require the vendor's warehouse be located within 150 miles of our facility. Inmates may purchase goods from the commissary at least once a week. All sales are made via inmate telephone, tablet, or kiosk ordering systems. Goods must be packaged and delivered back to the facility no later than the Friday of the same week of order placement, in a company owned vehicle for facility officers to distribute to the inmates.

It is the goal of the RSW Regional Jail to contract these services out to a private firm. For the right to provide these services, the firm would pay the RSW Regional Jail an agreed upon percentage of sales. RSW has determined to issue a Request for Proposal and use competitive negotiation for Commissary Services, rather than an Invitation to Bid and competitive sealed bidding, because it has been determined that it is not practicable or fiscally advantageous to issue using competitive sealed bidding due to the fact that it is difficult to write specifications and because service following implementation is an important part of the decision as to which firm to choose.

III. SCOPE OF SERVICES

A. General Requirements

Offeror shall provide all effort and materials necessary to provide commissary services to the inmates incarcerated in the RSW Regional Jail. Said services shall be equal to the services presently being provided to the inmates (**i.e., inmate orders filled once weekly and delivered the same week**).

Performance of said services require Offeror to be responsible for the operation of the inmate canteen. Offeror shall establish proper operations procedures to ensure efficient, effective and accountable operation of the canteen. Offeror shall adhere to the RSW Regional Jail rules; regulations and guidelines.

B. Specific Requirements

1. Contract Schedule

The contractor will begin services within 30 days of the award or as soon thereafter as possible. The contract term shall be for a five- (5) year period, with an option to extend the contract term for up to two (2) additional one- (1) year periods. The facility has the right to cancel the contract at any time with 30 days notice.

IV. PRICING

- A. All prices in Contractor's proposal (hereinafter referred to as "base prices") shall, except by mutual consent of the parties, remain unchanged during the first year of the contract term. Commencing with the first anniversary date of the contract, the prices may be increased to reflect the current market prices. However, the RSW Regional Jail reserves the right of final approval of any price increase for any item. Prices for the contract items may not be higher than a comparable item offered for retail sale in the local area. All prices provided in the Offerors proposal shall **include the appropriate state sales and county tax.**
- B. Selection and variety may be adjusted as mutually agreed upon by the parties.

V. INVENTORY

- A. Offeror shall stock the commissary with a large selection of items and quality products. The facility shall approve all items carried in stock. We prefer that the selection carry name brand products.
- B. Offeror shall maintain ample stock of goods to assure successful operation of canteen. We desire every order to be filled. No shortages, no substitutions.
- C. Purchase and payment for inventory shall be the sole responsibility of Offeror.

VI. COMMISSARY OPERATIONS

- A. All sales of goods shall be generated from the facility dorm kiosks, inmate tablets, and the inmate telephone system. Posted menus shall show items available and their current prices. Menus shall be posted beside the inmate telephones.
- B. Inmates shall enter the requested items into the Facility's dorm kiosks, inmate tablets, and the inmate telephone system. The accounting program provided must seamlessly integrate with the facility's inmate telephone system. The system will inform the inmate of their account balance available for commissary purchases, if the inmate has sufficient funds available; the accounting program will update the inmate's account during the transaction, real time.
- C. After all the inmate orders have been processed, they will be downloaded to the contractors off-site warehouse facility.
- D. Contractor will then be responsible to package inmate orders in heat sealed, clear plastic bags and boxed according to cell block or pod arrangement. Boxes are then shipped to the facility in a company owned vehicle for same week distribution by facility officers.

VII. FACILITY'S OFFICE RESPONSIBILITIES

- A. Provide access to the computer system, which includes terminals and printers for access to inmate's accounts, allows deducting the costs of commissary purchases from such accounts.
- B. Enter in all inmate data, download orders to contractor's off-site warehouse and distribute all packages to inmates.

VIII. OFFEROR'S RESPONSIBILITIES

THE OFFEROR WILL:

- A. Purchase stock and sell all items listed on the menu.
- B. Secure and pay all Federal, states taxes and local licenses, permits and fees required for the delivery of commissary services. Such taxes and licenses shall be secured and paid for by the Contractor during the entire contract term.
- C. Provide to the Facility's Office monthly reports on gross sales, line item sales amounts, and number of welfare transactions.
- D. Keep full and accurate accounts of sales and other records related to the commissary services covered by this Agreement. All such records shall be retained by the Contractor for a period of three (3) years and may be audited by the facility at any time, during regular working hours.
- E. A staff member shall enter the requested items into an inmate accounting program. The inmate accounting program will integrate with our JMS, InterAct. The computer system should display the inmate's balance of funds available for commissary purchases, if the inmate has sufficient funds available; the accounting program will update the inmate's account in the computer system
- F. Offeror must list three (3) facilities in which the proposed inmate accounting software is currently integrated with our JMS, InterAct.
- G. Offeror must provide 20 dorm kiosks for inmates to place commissary orders, schedule medical appointments, file grievances, etc. RSW Regional jail is currently wired for dorm kiosks.
- H. Offeror will provide a deposit kiosk to be placed in the lobby/waiting area of RSW Regional Jail for friends and family to deposit money on their inmate's account. Fees for a cash deposit are not to exceed \$3.00.
- I. Offeror will provide a booking manager to be placed in the booking area of the facility. Inmates will deposit all cash into the kiosk upon intake.
- J. Offeror must have a minimum of five years of experience with commissary ordering by inmate telephone and two years ordering by kiosk. Offeror will provide commissary ordering via inmate telephones and tablets to act as a backup and reduce the bottleneck at dorm kiosks.
- K. Offeror must supply 5 references from facilities that use their inmate accounting software and the seamless integration of commissary ordering by inmate telephone technology.
- L. Offeror must supply any additional hardware, all necessary software, and support when needed.
- M. Attend meetings with Facility's staff when requested and meet at least once every three- (3) months with the Facility's liaison to review operations.
- N. Contractor must show a minimum of three years' experience with inmate accounting software.

- O. Provide a back-up plan if the warehouse servicing our facility were to become disabled.
- P. All contractor employees are required to have passed drug-testing procedures and will have background checks done by the facility if necessary.

IX. PROPOSAL REQUIREMENTS

All proposals submitted shall provide the following information. Offeror shall submit an original and four (4) copies of each proposal.

- A. Description of delivery procedures of commissary services to the inmates.
- B. Description of quality and inventory control methods and standards.
- C. Description of the commissary ordering via dorm kiosks, tablets and inmate telephone technology as mentioned above.
- D. Description of how Offeror will insure completeness of inmate orders.
- E. A sample menu of commissary items proposed by the Offeror to the inmates. Prices must include appropriate sales tax.
- F. General history and description of the Offeror's firm, including at least ten (10) current references for provision of commissary services in detention facilities in the State of Virginia. Offeror shall include a listing of references indicating facility location, name and telephone number of contact persons.
- G. Any additional information about Offeror's firm or any other part of the submittal, which would assist in evaluating the proposal.
- H. Proposed percentage of monthly gross sales amount that will be retained by the Facility's Office as a commission.
- I. The Proposal Form containing the prices to be charged for commissary items listed on that form to also include sales tax.

X. GENERAL TERMS AND CONDITIONS

- A. Submittal of proposals
 - 1. Proposal shall be in a separate envelope or package and identified with the Request for Proposal's number and the name and address of the Offeror.
 - 2. An original and four (4) copies of each proposal shall be submitted. The original proposal should be clearly marked "ORIGINAL". Emailed proposals only require one attached copy.
 - 3. Proposals shall be received and time stamped in the office location described below no later than 2:00 p.m. local time. Proposals received after that time will not be considered, and will be returned unopened to the Offeror.

4. Proposals received by telephone or facsimile shall not be accepted.
5. Offerors receiving Request for Proposal from sources other than the issuing office should contact the issuing office to become an Offeror of record before submitting their proposal.

B. Examination

Offeror shall carefully examine the specifications.

C. Questions

1. Submit questions about the specifications by email or by telephone to the issuing office not less than seven (7) working days prior to the closing date of the Request for Proposal.
2. Necessary replies will be issued to all Offerors of record as addenda, which will become part of the contract documents.
3. Oral instructions do not form a part of the proposal documents.
4. Offeror shall check with the issuing office with-in forty-eight (48) hours prior to closing to secure any addenda affecting submittal.

D. Laws and Regulations

Offeror's attention is directed to the fact that all applicable state laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.

E. Conditions of Work

Each Offeror shall inform himself fully of the conditions relating to the project and the employment of labor therein. Failure to do so will not relieve a successful Offeror of the obligation to furnish all materials and labor necessary to carry out the provisions of their agreement.

F. Proposal Binding For One Hundred Twenty (120) Days.

Offeror agrees this proposal shall be good and may not be withdrawn for a period of one hundred twenty (120) calendar days after the scheduled closing time for the Request for Proposal.

G. Award

Inmate Commissary is one of the most important services in our facility, and to rely exclusively on commission is not in our best interest. Award of a contract shall be at the sole discretion of RSW Regional Jail. The RSW Regional Jail reserves the right to accept or reject any or all proposals in whole or in part and to waive any informality in the bidding process. Further, RSW Regional Jail reserves the right to enter into any contract deemed to be in its best interest.

H. Insurance

The successful bidder shall submit, prior to award of the contract and issuance of Notice to Proceed, a Certificate of Insurance certified by his insurance company that he is carrying insurance in accordance with the following table. Said Certificate shall become part of the contract agreement.

I. Contractor's Authorization To Transact Business

In accordance with §2.2-4311.2 of the *Code of Virginia*, any offeror organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the *Code of Virginia*, or as otherwise required by law. Any offeror organized or authorized to transact business in the Commonwealth of Virginia pursuant to Title 13.1 or Title 50 of the *Code of Virginia* shall include in its proposal the identification number issued to it by the State Corporation Commission. Any offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 of the *Code of Virginia*, or as otherwise required by law, shall include in its proposal statement describing why the offeror is not required to be so authorized. This information shall be provided on the attached form titled "Virginia State Corporation Commission (SCC) Registration Information". Failure to provide the required information may result in the rejection of the proposal. The Contractor shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth of Virginia, if so required under Title 13.1 or Title 50 of the *Code of Virginia*, to be revoked or cancelled at any time during the term of the contract. The Jail may void any contract with a Contractor if the Contractor fails to remain in compliance with the provisions of this section.

J. Drug Free Workplace

(*Code of Virginia* 2.2-4312) This provision only applies to contracts valued in excess of \$10,000. During the performance of this contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

K. Governing Law

Contracts shall be governed by the provisions hereof and by the laws of the Commonwealth of Virginia, excepting the law governing conflicts of laws. Disputes arising out of this contract shall be resolved in the Courts of the Commonwealth of Virginia, in and for Warren County.

L. Indemnification

The Contractor shall hold harmless and indemnify the Jail and its officers, officials, employees and agents against any and all injury, loss or damage arising out of the Contractor's negligent or intentionally wrongful acts or omissions. The Jail will not agree to indemnify the offeror.

M. Illegal Aliens:

(Code of Virginia 2.2-4311.1) The Contractor agrees that he does not, and shall not during the performance of the contract, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

N. Contractual Disputes

Contractual claims, whether for money or other relief, shall be submitted by the Vendor in writing no later than sixty days after final payment; however, written notice of the Vendor's intention to file such claim shall have been given at the time of the occurrence or beginning of the work upon which the claim is based. The Jail shall consider the claim, and shall make a written determination as to the claim within forty-five days after receipt of the claim. Such decision shall be final and conclusive unless the Vendor appeals within six months of the date of the final decision by instituting legal action as provided in the Virginia Public Procurement Act.

O. Termination

Notwithstanding anything to the contrary contained in the contract/purchase order between the Jail and the Successful Offeror, the Jail may, without prejudice to any other rights it may have, terminate the contract/purchase order for convenience and without cause with 90 days written notice to the Offeror. If the termination clause is used by the Jail, the Offeror will be paid by the Jail for all scheduled work completed satisfactorily by the Successful Offeror up to the termination date set in the written termination notice.

XI. EMPLOYMENT DISCRIMINATION

The contract awarded shall contain the following provisions regarding employment discrimination by the Contractor.

A. During the performance of this contract, the contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment due to race, religion, color, sex, national origin, age or handicap, except where religion, sex, national origin or age is a bona fide occupational qualification reasonably necessary to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination disclosure.

2. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor will state that such Contractor is an equal opportunity employer.
3. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulations shall be deemed sufficient for the purpose of meeting the requirements of this section.

XII. PROPOSAL REQUIREMENTS

Proposals must contain statements that are fully responsive to the Instructions and Conditions and address all areas identified herein.

- A. Expertise and experience in providing inmate commissary services.
- B. Demonstrated ability to comply with all identified standards.
- C. Commission structure.
- D. Ability to provide for commissary service requirements identified herein.
- E. Ability to provide contractor requirements identified in this request.

XIII. SELECTION PROCESS

- A. Criteria for Evaluation

The criteria used in selecting an offeror will be as follows:

Offeror's will be selected on the basis of their written proposals and any requested presentations. The Selection Committee will review all proposals and make their recommendation for selection.

1. The Offeror's demonstrated experience and expertise in correctional facilities and experience with inmate accounting.
2. The Offer's demonstrated ability to comply with the provisions of this proposal and responsiveness to this Request for Proposal.
3. Proposed commission schedule.
4. Past history and reference of Offerors shall include a listing of **5 current references with their proposals indicating facility location, name and telephone number of facility contact person.**
5. The Offeror's proposed staffing, including District Manager and their demonstrated experience and location of distribution center.

- A. Procedure

A Committee will review submitted proposals. Offerors, who are deemed on the basis of the selection criteria, fully qualified and best suited among those submitted proposals, will be selected for participation in discussions regarding their proposals. Discussions will cover cost, methods and all other relevant factors. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by competing offerors.

At the conclusion of discussions, the offerors will be ranked on the basis of the selection criteria and final negotiations will be conducted with the Offeror ranked first. If satisfactory agreement can be reached, the contract shall be awarded to that Offeror; otherwise, negotiations will be conducted with each subsequent Offeror until a satisfactory contract can be established or until the Selection Committee determines that rejection of all proposals is in the RSW Regional Jail's best interest.

XIV. REJECTION PROCESS

Proposals may be rejected if the INSTRUCTIONS AND CONDITIONS have not been met, if proposals do not satisfy the specifications stated herein, or if requested information is omitted or incomplete. Further the RSW Regional Jail reserves the right to reject any or all proposals submitted if such is deemed to be in the best interest of RSW Regional Jail .