

AGREEMENT FOR PERESONAL SERVICES
Inmate Commissary Services
Clark County Sheriff's Office

THIS AGREEMENT FOR PROFESSIONAL SERVICES ("Agreement" herein) is made and entered into by and between the Sheriff of Clark County, Washington ("Sheriff" herein), located at 707 W. 13th, Vancouver, WA 98666 and Keefe Supply Company ("Contractor" herein) for the provision of Commissary services at the Clark County Law Enforcement Center.

RECITALS

WHEREAS, Sheriff desires to engage Contractor to perform, and Contractor agrees to undertake, carry out and complete certain professional services as hereinafter set forth:

NOW, THEREFORE, the parties agree as follows:

I. PARTIES TO THE AGREEMENT.

The parties to the Agreement are:

- | | | |
|----|-------------|---|
| A. | Sheriff | Clark County Sheriff
707 W. 13th
Vancouver, WA 98666 |
| B. | Contractor: | Keefe Commissary Network
55-101 Vista Blvd
Sparks, NV 89434 |

II. REPRESENTATIVES OF THE PARTIES AND SERVICE OF NOTICES.

The representatives of the parties who are primarily responsible for the administration of this Agreement, and to whom formal notices, demands and communications shall be given are as follows:

- A. The principal representative of the Sheriff shall be:

Mr. Darin Rouhier
Clark County Sheriff's Office
707 W. 13th
Vancouver, WA 98666
(360) 397-2071

B. The principal representative of the Contractor shall be:

Mr. Dennis Dempsey
Keefe Commissary Network
55-101 Vista Blvd
Sparks, NV 89434
1 (800) 890-5206

C. Formal notices, demands and communications to be given hereunder by either party shall be made in writing and may be affected by personal delivery or mail, registered or certified, postage prepaid.

D. If the name of the principal representative designated to receive the notices, demands or communications, or the address of such person, is changed, written notice shall be given within ten (10) working days of said change.

III. DESCRIPTION OF WORK.

Sheriff hereby engages Contractor, and Contractor accepts such engagement as outlined in Request for Proposal (RFP) #651, a copy of which is attached hereto and incorporated by this reference, including the provision of the following:

A. Adequate inventory of items listed in the RFP #651, attachment B (Product List) to meet the requirements stated in RFP #651, attachment A, Part II, Inventory.

B. Data entry of the Commissary orders into the computer software system and electronic transfer of order information to the off-site location.

C. Delivery/distribution of Commissary order (prepackaged by inmate and housing unit location), and available within the jail facility, to the inmates within the housing units in the Clark County Jail and Jail Work Center in Vancouver, Washington.

D. Fund accounting to control inmate accounts, including software programs that control the value and number of items ordered account balances by inmate.

1. Commissary Orders/Data Entry.

Contractor will provide data entry of the Commissary orders into the computer software system: Entry will be by use of Scan sheets or another method mutually agreed to by the parties, following review for appropriateness of orders under CCSO policies. Contractor's responsibility includes responding to inmate questions regarding orders and possible errors in order processing. Should Contractor provide data entry of Commissary order services and work on-site at the Clark County Sheriff's Office, the Sheriff's Fiscal office will work with the Contractor to determine an appropriate schedule of data entry. This schedule may vary at the discretion of

Sheriff. Entry of orders will be done during designated time periods during the Monday through Friday workweek.

2. Delivery/Distribution of Commissary orders.

Contractor will provide delivery/distribution, as defined in Request for Proposal #651, of commissary items to the inmates on a schedule that will provide for weekly commissary orders. The orders will be available at the Jail pre-packaged by inmate and housing unit location. Contractor will be responsible for delivery of orders to the inmates within the housing units during designated time windows. A process to verify the identity of inmate (check wristband and obtain thumb print) receiving commissary order will be maintained and a receipt per inmate order will be required. The scheduled service cycle (order to delivery/distribution) may be changed at the discretion of the CCSO. Due to security considerations, access restrictions may delay delivery/distribution from time to time.

3. System Requirements.

The Contractor's software program shall be able to balance on a daily basis and will be required to balance on a weekly basis in order to reconcile monthly bank statements. In addition, the software program shall have the capability to track co-payments, court orders, and reconciliation of checks and deposits with bank statements. Issuance of checks for remaining balances shall be part of the accounting system that supports the data entry and delivery functions. Established alternative means of providing spending authority such as money orders or debit cards are alternatives the Sheriff could adopt. Contractor's software shall be sufficiently flexible to account for Sheriff's personnel and scheduling systems. Contractor's software shall interface with and be adapted, or upgraded to adapt, to Sheriff's current or future Inmate Management program. Contractor shall provide Windows based software site licenses.

B. Contractor shall perform and complete, in a manner satisfactory to Sheriff, all work and services set forth herein. The Sheriff's Representative, or the Representative's designee, shall have the right to review and inspect the work during the course of its performance at such times, as may be specified by the Representative.

IV. COMPENSATION, COSTS, AND METHOD OF PAYMENT.

A. PAYMENT SCHEDULE.

1. The Sheriff agrees to pay Contractor for the cost of service as set by the menu of items attached to the response to the Request for Proposal #651 and for any Optional Services contained in the Contractor's contract proposal that the Sheriff may elect to implement during the contract period and/or extensions. Optional Services shall be further defined and implemented via addenda to this Agreement.

2. The Sheriff has the right upon reasonable advance notice of five (5) days to inspect Contractor's pricing schedules and other records pertaining to the performance of this Agreement.

B. COSTS AND EXPENSES.

1. Except as provided in subparagraph IV(A) Contractor shall perform all service described herein at its expense.

2. Contractor shall be responsible for all other costs and expenses associated with activities undertaken pursuant to this Agreement. Such cost includes, but is not limited to, all costs of equipment provided by Contractor, including maintenance and replacement, the cost of training Sheriff's employees on the use of the system(s), the cost of uniforms, communications costs, all professional fees, all fines, licenses, bonds or taxes required of or imposed against Contractor, and any other costs of doing business.

V. OBLIGATIONS OF CONTRACTOR.

A. TOOLS AND INSTRUMENTS.

Except as provided in subparagraph IV(B), Contractor will supply all other necessary tools and equipment associated with the completion of services under this contract.

B. WORKERS' COMPENSATION.

1. Contractor will provide Worker's Compensation benefits for all of its employees, meeting all requirements of Title 51, Revised Code of Washington.

2. Contractor agrees to provide Workers' Compensation Insurance for its own employees and agrees to defend, hold harmless, and indemnify the Sheriff and Clark County for any claims including but not limited to claims arising out of injury, disability, or death of any of Contractor's employees, sub-contractors, or agents in connection with the performance of any work or duties described within this Agreement. With respect to the performance of this Agreement and as to claims against the Sheriff and Clark County, their officers, agents and employees, Contractor expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, for injuries to its employees and agrees that the obligations to indemnify, defend and hold harmless provided in this Agreement extend to any claim brought by or on behalf of any employee of Contractor. This waiver is mutually negotiated by the parties to this Agreement.

C. STATE AND FEDERAL TAXES.

1. Contractor shall be responsible for paying all required state and federal taxes and insurance.

2. Sheriff and Clark County will not:
 - a. withhold FICA;
 - b. make state or federal unemployment insurance contributions on behalf of Contractor;
 - c. withhold state or federal income tax from Contractor's payments;
 - d. make disability insurance contributions on behalf of Contractor;
 - e. obtain Workman's Compensation Insurance on behalf of Contractor.

D. EMPLOYEE BENEFITS.

Contractor, as an independent contractor, is not entitled to any benefits typically associated with an employee such as medical, sick leave or vacation benefits.

E. INSURANCE.

1. By the effective date of this Agreement, and thereafter throughout its duration or extension, Contractor shall provide and maintain types of insurance and amounts of coverage set forth in Section IB.8. "Insurance/Bond" of Request for Proposal #651.

2. Contractor shall name "Clark County, its elected officials, employees and assigns" as additional insured.

3. A Certificate of Insurance and endorsements confirming all required coverage's shall be delivered to the contract administrator prior to the inception of this Agreement or its extension.

F. CONFIDENTIALITY.

1. Contractor, in the event of receipt of reports or intelligence information from Sheriff, will receive, retrieve, maintain and/or disseminate the same in strict compliance with all present and future federal and state laws and regulations. Contractor acknowledges that such records are, or may be, subject to the requirements of the Revised Code of Washington (RCW) 10.97.050(5), the Washington Administrative Code (WAC) 446-20-180, RCW 70.48.100 and RCW 70.02.020.

2. Contractor will adhere to section 524(b) of the Crime Control Act 1973 (42 USC 3771(b)), 28 CFR Part 20, chapter 10.97 RCW and chapter 446-20 WAC, promulgated by the Washington state patrol.

3. Contractor will disseminate CCSO records or data only as authorized by chapter 10.97 RCW and as specified by the Sheriff and/or his designee pursuant to this agreement.

4. Contractor agrees to fully comply with all rules and regulations promulgated by the Washington state patrol, pursuant to RCW 10.97.090(2), regarding standards for the physical security, protection against unauthorized access and personnel procedures and safeguards.

5. Contractor agrees, pursuant to RCW 70.02.050, (i) that it will not use or disclose health care information provided by the Sheriff for any purposes other than those set forth in this Agreement and (ii) that it will take appropriate steps to protect any health care information which may be provided.

6. Contractor agrees to permit access to its records system for the purposes of an audit, as specified under RCW 10.97.090(3).

G. PUBLIC RECORDS.

1. With the exception of any computer programming or code created by the Contractor, which Clark County recognizes is proprietary and not subject to release, to the extent any record, including any electronic, audio, paper or other media, is required to be kept or indexed as a public record in accordance with the Washington Public Records Act, RCW Chapter 42.56, as may hereafter be amended, Contractor agrees to maintain all records constituting public records and to produce or assist Clark County in producing such records, within the time frames and parameters set forth in state law. Contractor further agrees that upon receipt of any written public record request, Contractor shall, within two business days, notify Clark County by providing a copy of the request.

VI. OBLIGATIONS OF SHERIFF.

A. Equipment Procurement.

1. Contractor shall provide computer components and software of sufficient type and quality to perform the work described in this Agreement. Contractor's software system shall interface with Sheriff's current or future inmate management program, operating on existing LAN system.

2. Contractor shall assume all repair, replacement and service costs necessary to assure compatibility of its hardware and software with Sheriff's existing system.

B. Cooperation:

1. Sheriff agrees to comply with all reasonable requests of Contractor and to provide direction and support to Contractor in its performance of services under this contract.

2. Sheriff shall provide a work area for Contractor's Commissary Manager, on a schedule compatible with the needs of the parties, for the purpose of scanning

commissary orders, but does not otherwise guarantee a place of work for Contractor's personnel.

C. Title to Software and Hardware:

1. All software installed by Contractor pursuant to this agreement is proprietary, copyrighted, and a patent application filed with regard to not only the software, but also the operating technology involved in Keefe's Commissary Service. This software and technology shall, at all times, remain the property of Contractor, with title and all rights vested in Contractor. Sheriff shall have no property interest in said software and technology and shall, at all times, protect such software and technology from copying, removal, tampering with, or disclosure to other persons or companies, without the express written consent of Contractor. All hardware installed by Contractor shall remain the property of Contractor, unless purchased by the Sheriff. All maintenance, repair, or replacement of hardware shall be the responsibility of Contractor.

VII. TERMINATION OF CONTRACT.

A. Termination by Sheriff:

1. Should Contractor default in providing services under this contract or materially breach any of its provisions, Sheriff may terminate this Agreement upon ten (10) days written notice to Contractor.

2. Contractor shall have the right and opportunity to cure any such material breach within the ten-(10) day period.

3. Failure to balance may be grounds for disqualification of the fund accounting aspects of this agreement.

B. Termination by Contractor:

1. Should Sheriff, his staff, employees, agents and/or representatives default in the performance of this contract or materially breach any of its provisions, Contractor, at its option, may terminate this Agreement by giving ten (10) days written notice to Sheriff.

2. Sheriff shall have the right and opportunity to cure any such material breach within the ten-(10) day period.

C. Termination Without Cause:

1. This Agreement may be terminated without cause at any time by either party subject to a sixty-(60) day advance written notice of such termination to the other party.

VII. GENERAL PROVISIONS.

A. Contract Documents. Entire Agreement of the Parties.

1. The contract documents identified herein, including all Addendums attached hereto, supersede any and all prior proposals, agreements, understandings, and other contracts, either oral or written, between the parties regarding the rendering of services in any manner whatsoever.

2. The contract documents contain all the covenants and agreements between the parties and any modification of the contract will be effective only if it is in writing and signed by both the parties.

3. Contract Documents consist of this Agreement, all conditions of Clark County Request for Proposal #651 and Contractor's contract proposal. These form a contract and all are as fully a part of the contract as if attached to this Agreement or repeated herein. These documents are prioritized as follows: (i) Request for Proposal #651; (ii) this Agreement; (iii) Contractor's contract proposal and (iv) the Addendum to this Agreement.

B. Severability.

If any provision of this contract is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

C. Government Documents.

1. Contractor agrees to file all necessary governmental documents, including appropriate tax returns, reflecting its income status as an independent contractor for services rendered to the Sheriff under this Agreement.

2. Should any governmental agency audit the files of any either and request information on the Contractor of Sheriff, then Contractor and Sheriff agree to immediately furnish the requesting party with any records, including tax returns, relating to the services rendered under this contract.

D. Non-Discrimination.

1. Contractor shall comply with all applicable federal, state and local laws and regulations with regard to services rendered under this agreement and shall not discriminate on the basis of age, ancestry, color, gender, marital status, medical condition, national origin, physical or mental disability, race, religion, or sexual orientation.

E. Independent Contractor.

1. All acts of Contractor, its agents, officers, sub-contractors and employees and all others acting on behalf of Contractor relating to the performance of this Agreement, shall be performed as independent contractors and not as agents, officers, sub-contractors or employees of either Sheriff or Clark County. Contractor, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of either Sheriff or Clark County. Contractor has no authority or responsibility to exercise any rights or power vested in either the Sheriff or Clark County. It is understood by all parties hereto that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or joint venture.

2. Contractor, its agents, officers, sub-contractors and employees are, at all times during the terms of this Agreement, shall represent and conduct themselves as independent contractors and not as employees of either the Sheriff or Clark County.

3. Contractor shall determine the method, details and means of performing the work and services to be provided by Contractor under this agreement. Contractor shall be responsible to the Sheriff only for the requirements and results specified in this Agreement, and, except as expressly provided in this Agreement, shall not be subjected to the control of either the Sheriff or Clark County with respect to the action or activities of Contractor in fulfillment of this Agreement. Contractor has control over the manner and means of performing services under this Agreement.

4. As an independent contractor, Contractor hereby agrees to indemnify and hold the Sheriff and Clark County harmless from any and all claims that may be made against the Sheriff or Clark County based on any contention by third party that an employer-employee or principle-agent relationship exists by reason of this Agreement.

F. Conflict of Interest.

1. Contractor warrants that it presently has no interest and shall not acquire any interest which would conflict with performance or services as defined in this Agreement. Contractor further warrants that, in performance of this Agreement, Contractor shall not employ any person having such an interest. This clause in no way prohibits Contractor from performing similar services for other cities.

2. No member, official or employee of the Sheriff or Clark County shall be personally liable to the Contractor, or any successor in interest, in the event of any default or breach by the Sheriff, or for any amount which may become due to the Contractor or successor or on any obligations under the terms of this Agreement.

3. The Contractor warrants that it has not paid or given, and will not pay or give, any third person any money or other consideration for obtaining this Agreement.

4. No member, official, or employee of the Sheriff or Clark County shall have any personal interest, direct or indirect, in this Agreement, nor shall any member, official, or employee participate in any decision relating to the Agreement which affects their personal interests, the interests of this corporation, partnership or association in which they are directly or indirectly interested.

G. Assignment.

Neither this Agreement nor any portion thereof may be sub-contracted or assigned without the express prior written consent of both the Sheriff. The Sheriff understands and agrees that Contractor uses and has maintained relationships with sub-contractors who perform research and writing services. Recognizing Contractor as an independent contractor, neither the Sheriff nor Clark County intends to mandate the manner in which Contractor achieves the goals and outcomes set forth under this Agreement.

H. Waiver.

The waiver by any party to this Agreement of a breach of any provision in this Agreement shall be in writing and shall not operate or be construed as a waiver of any other provision or subsequent breach of this Agreement unless specified in writing.

I. Non-Liability of Officials and Employees of Sheriff and Clark County.

No member, official or employee of the Sheriff's Office or Clark County shall be personally liable to the Contractor or any successor in interest, in the event of any default or breach by the Sheriff or for any amount which may become due to the Contractor, its successors, or on any obligations under the terms of this Agreement.

J. Governing Law.

This Agreement shall be governed by the laws of the State of Washington. Venue for any litigation shall be Clark County, Washington.

K. Hold Harmless and Indemnification.

The Parties agree to the following hold harmless agreement:

1. Except as provided in this Section, Contractor shall defend, indemnify and hold harmless the Sheriff and Clark County, their officers, officials, employees and agents from and against all losses, claims, demands, payments, suits, actions, recoveries and judgments of every nature and description brought or recoverable against it or them by reason of any negligent or willful act of Contractor, its agents or employees during the term of this Agreement, whether or not there is concurrent negligence on the part of the Sheriff, but excluding liability due to the sole negligence or willful misconduct of the Sheriff.

2. In the event of any damage to personal property of Sheriff or third parties due to any cause other than as the direct result of conduct by Contractor's employees, Contractor shall have no liability to Sheriff or such third parties and Sheriff agrees to hold Contractor harmless therefrom. The provisions of this subparagraph shall be applicable even though the damage occurred as the result of the operation of equipment provided by Sheriff in the areas provided to Contractor's employees.

L. Effective Date and Duration.

This Agreement shall become effective as of August 1, 2013, regardless of the date on which the last of the parties, whether Sheriff or Contractor, executes said Agreement. This Agreement shall remain in effect until July 31, 2016, at which time, subject to termination under subparagraph V(C), it may be extended by Sheriff for two (2) one (1) year periods, with the same terms and conditions, and, if additional funding is available, by service of written notice of Sheriff's Intention to do so thirty (30) days prior to the contract termination date.

SIGNATURES

CLARK COUNTY SHERIFF



Garry E. Lucas, Sheriff

Date Executed: 08/21/2013

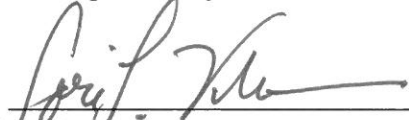
KEEFE SUPPLY COMPANY



President

Date executed: 09/09/2013

Approved as to Form:
ANTHONY F. GOLIK
Prosecuting Attorney

By: 
Deputy Prosecutor



RFP # (651)
PROFESSIONAL, TECHNICAL AND EXPERT SERVICES

Clark County Washington
Release date: April 16, 2013

Request for Proposal for:
Inmate Commissary Services

PROPOSALS DUE: May 8, 2013 by 4:00 p.m. (pacific)

Proposal(s) shall be sealed and clearly marked on the package cover with RFP #, Project Title and Company name.

Submit one (1) original and three (3) complete copies of the Proposal to:

Clark County
Office of Purchasing
P.O. Box 5000
1300 Franklin Street, 6th Floor, Suite 650
Vancouver, Washington 98660
(360) 397-2323

Refer Questions to:

Project Manager:
Darin Rouhier
Finance Manager
Clark County Sheriff's Office
darin.rouhier@clark.wa.gov

LATEST REVISION: 4/14/2011

General Terms and Conditions

ADMINISTRATIVE REQUIREMENTS - Contractors shall comply with all management and administrative requirements established by Washington Administrative Code (WAC), the Revised Code of the State of Washington (RCW), and any subsequent amendments or modifications, as applicable to providers licensed in the State of Washington.

ALL proposals submitted become the property of Clark County. It is understood and agreed that the prospective Proposer claims no proprietary rights to the ideas and written materials contained in or attached to the proposal submitted. Clark County has the right to reject or accept proprietary information.

AUTHORSHIP - Applicants must identify any assistance provided by agencies or individuals outside the proposers own organization in preparing the proposal. No contingent fees for such assistance will be allowed to be paid under any contract resulting from this RFP.

CANCELLATION OF AWARD - Clark County reserves the right to immediately cancel an award if the contractual agreement has not been entered into by both parties or if new state regulations or policy make it necessary to change the program purpose or content, discontinue such programs, or impose funding reductions. In those cases where negotiation of contract activities are necessary, Clark County reserves the right to limit the period of negotiation to sixty (60) days after which time funds may be unencumbered.

CONFIDENTIALITY: Proposer shall comply with all applicable state and federal laws governing the confidentiality of information."

CONFLICT OF INTEREST - All proposals submitted must contain a statement disclosing or denying any interest, financial or otherwise, that any employee or official of Clark County or the appropriate Advisory Board may have in the proposing agency or proposed project.

CONSORTIUM OF AGENCIES - Any consortium of companies or agencies submitting a proposal must certify that each company or agency of the consortium can meet the requirements set forth in the RFP.

COST OF PROPOSAL & AWARD - The contract award will not be final until Clark County and the prospective contractor have executed a contractual agreement. The contractual agreement consists of the following parts: (a) the basic provisions and general terms and conditions, (b) the special terms and conditions, (c) the project description and goals (Statement of Work), and (d) the budget and payment terms. Clark County is not responsible for any costs incurred prior to the effective date of the contract. Clark County reserves the right to make an award without further negotiation of the proposal submitted. Therefore, the proposal should be submitted in final form from a budgetary, technical, and programmatic standpoint.

DISPUTES: Clark County encourages the use of informal resolution to address complaints or disputes arising over any actions in implementing the provisions of this RFP. Written complaints should be addressed to Clark County – Purchasing, P.O. Box 5000, Vancouver, Washington 98666-5000.

DIVERSITY IN EMPLOYMENT AND CONTRACTING REQUIREMENTS - It is the policy of Clark County to require equal opportunity in employment and services subject to eligibility standards that may be required for a specific program. Clark County is an equal opportunity employer and is committed to providing equal opportunity in employment and in access to the provision of all county services. Clark County's Equal Employment Opportunity Plan is available at <http://www.clark.wa.gov/hr/documents.html>. This commitment applies regardless of race, color, religion, creed, sex, marital status, national origin, disability, age, veteran status, on-the-job injury, or sexual orientation. Employment decisions are made without consideration of these or any other factors that are prohibited by law. In compliance with department of Labor Regulations implementing Section 504 of the rehabilitation Act of 1973, as amended, no qualified handicapped individual shall be discriminated against in admission or access to any program or activity. The prospective contractor must agree to provide equal opportunity in the administration of the contract, and its subcontracts or other agreements.

ENVIRONMENTALLY RESPONSIBLE PURCHASING PROGRAM - Clark County has implemented an Environmentally Responsible Purchasing Policy with a goal to reduce negative impacts on human health and the environment. Negative environmental impacts include, but are not limited to, greenhouse gases, air pollution emissions, water contamination, waste from the manufacturing process and waste in packaging. This policy also seeks to increase: 1) water and energy efficiency; 2) renewable energy sources; 3) use of products with recycled content; 4) product durability; 5) use of products that can be recycled, reused, or composted at the end of its life cycle. Product criteria have been established on the Green Purchasing List <http://www.clark.wa.gov/general-services/purchasing/erp/environmental.html>

INDEPENDENT PRICE DETERMINATION - The prospective contractor guarantees that, in connection with this proposal, the prices and/or cost data have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition. This does not preclude or impede the formation of a consortium of companies and/or agencies for purposes of engaging in jointly sponsored proposals.

INTERLOCAL AGREEMENT - Clark County has made this RFP subject to Washington State statute RCW 39.34. Therefore the bidder may, at the bidders' option, extend identical prices and services to other public agencies wishing to participate in this RFP. Each public agency wishing to utilize this RFP will issue a purchase order (or contract) binding only their agency. Each contract is between the proposer and the individual agency with no liability to Clark County.

LIMITATION - This RFP does not commit Clark County to award a contract, to pay any costs incurred in the preparation of a response to this RFP, or to procure or contract for services or supplies.

LATE PROPOSALS - A proposal received after the date and time indicated above will not be accepted. No exceptions will be made.

ORAL PRESENTATIONS: An oral presentation may be required of those prospective contractors whose proposals are under consideration. Prospective contractors may be informed that an oral presentation is desired and will be notified of the date, time and location the oral presentation is to be conducted.

OTHER AUDIT/MONITORING REQUIREMENTS - In addition, auditing or monitoring for the following purposes will be conducted at the discretion of Clark County: Fund accountability; Contract compliance; and Program performance.

PRICE WARRANT - The proposal shall warrant that the costs quoted for services in response to the RFP are not in excess of those which would be charged any other individual or entity for the same services performed by the prospective contractor.

PROTESTS must be submitted to the Purchasing Department.

PUBLIC SAFETY may require limiting access to public work sites, public facilities, and public offices, sometimes without advance notice. The successful Proposer's employees and agents shall carry sufficient identification to show by whom they are employed and display it upon request to security personnel. County project managers have discretion to require the successful Proposer's employees and agents to be escorted to and from any public office, facility or work site if national or local security appears to require it.

REJECTION OF PROPOSALS - Clark County reserves the right to accept or reject any or all proposals received as a result of this RFP, to negotiate with any or all prospective contractors on modifications to proposals, to waive formalities, to postpone award, or to cancel in part or in its entirety this RFP if it is in the best interest of Clark County to do so.

SUBCONTRACTING - No activities or services included as a part of this proposal may be subcontracted to another organization, firm, or individual without the approval of Clark County. Such intent to subcontract shall be clearly identified in the proposal. It is understood that the contractor is held responsible for the satisfactory accomplishment of the service or activities included in a subcontract.

VERBAL PROPOSALS: Verbal proposals will not be considered in making the award of any contract as a result of this RFP.

WORKERS COMPENSATION INSURANCE – The contractor shall comply with R.C.W. Title 51- with minimum coverage limits of \$500,000 for each accident, or provide evidence that State law does not require such coverage.

FOR ALTERNATIVE FORMATS
Clark County ADA Office; V (360) 397-2025;
TTY (360) 397-2445; ADA@Clark.wa.gov

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Request for Proposal # 651

Inmate Commissary Services

Part I Proposal Requirements

Section IA General Information

1. Introduction
- Clark County is located in the southwest portion of the Washington State and has a population of approximately 432,000. The Clark County Sheriff's Office (CCSO) operates a maximum-security jail (614 bed capacity) and a minimum-security Jail Work Center (200 bed capacity) and is the primary provider of jail services for the county. The average daily population (ADP) of the two facilities was 708 during calendar year 2012.
- The purpose of this RFP is to select a Vendor to provide Inmate Commissary Services for the inmates housed in these two facilities. Desired Commissary Services include: an integrated trust accounting system to track and control inmate accounts; offsite inventory management of commissary items; and a full ordering/delivery process.
- CCSO personnel administer the Inmate Commissary function and will work cooperatively with the Commissary Vendor to ensure that Commissary Services meet the needs of the inmate population while conforming to and supporting the operational needs of the Jail. The CCSO has a goal of minimizing the burden that the Commissary Function places on operational staff to allow for a greater focus on core responsibilities.
2. Background
- The CCSO has utilized an outside vendor to provide Commissary Services since October 1, 2000 and the current contract is due for re-bid.
3. Scope of Project
- The CCSO seeks a vendor to continue providing Commissary Service in the most economical and operationally beneficial manner possible. Services include order collection, processing, filling (pre-packaged by inmate), and direct delivery to inmates within the pods, as well as a comprehensive inmate banking/commissary software package. See "Required Services" for a more detailed description of work requirements, system requirements, and desired options for achieving operational efficiencies.
4. Project Funding
- Funding for Commissary Sales and Services originates from individual inmate account balances (buying power) and the collective buying decisions (buying activity) of the inmate population as a whole. For the three-year period 2010 to 2012, an average of \$920,000 per year of inmate money was receipted into the Inmate Trust Fund. Inmates elected to spend approximately 45% of inflows on commissary items during the same three years.
- All proceeds from the commissary sales, as well as payments to the Commissary Vendor for cost of good sold will continue to be processed through the Inmate Commissary Fund. The CCSO will retain a negotiated Commission (fixed percentage for qualified sales) that will allow for the recovery of certain administrative costs and provide proceeds for programs and items that benefit the inmate population. The CCSO has set forth a guaranteed minimum Commission Rate of 30%.
- Although the activity for commissary sales may fluctuate with population and other factors, it has remained range-bound for several years. Annual gross Commissary Sale for 2010, 2011, and 2012 were \$434,000, \$400,000, and \$410,000, respectively. Vendor compensation will be fully embedded in the cost of goods sold; however, exceptions may be made for optional services that result in transaction fees (See Section 1B.2.).
5. Timeline for Selection
- The following dates are the **intended** timeline:
- | | |
|--|----------------------------|
| Proposals due | <i>May 8, 2013</i> |
| Proposal review/evaluation period | <i>May 8 – 13</i> |
| Interviews/demonstration (if deemed necessary) | <i>May 15-17</i> |
| Selection committee recommendation | <i>May 20</i> |
| Contract negotiation and completion | <i>On or before June 1</i> |
| 60-day planning and testing period | <i>June 1 – July 31</i> |
| 30-day implementation period (data migration) | <i>August 1 - 31</i> |
| System "go-live" date and start of delivery | <i>September 1</i> |

Request for Proposal # 651 Inmate Commissary Services

6. Employment Verification

“Effective November 1st, 2010, to be considered responsive to any formal Clark County Bid/RFP or Small Works Quote, all vendors shall submit before, include with their response or within 24 hours after submittal, a recent copy of their E-Verify MOU or proof of pending enrollment. The awarded contractor shall be responsible to provide Clark County with the same E-Verify enrollment documentation for each sub-contractor (\$25,000 or more) within thirty days after the sub-contractor starts work. Contractors and sub-contractors shall provide a report(s) showing status of new employee's hired after the date of the MOU. The status report shall be directed to the county department project manager at the end of the contract, or annually, which ever comes first. E-Verify information and enrollment is available at the Department of Homeland Security web page: www.dhs.gov/E-Verify

How to submit the MOU in advance of the submittal date:

1. Hand deliver to 1300 Franklin St, Suite 650, Vancouver, WA 98660, or;
2. Fax to (360) 397-6027, or;
3. Call Purchasing at (360) 397-2323 for a current email address.

Note : Sole Proprietors are exempt.

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Inmate Commissary Services

Section IB

Work Requirements

1. Required Services

Required Commissary Services include all activities and processes surrounding the physical flow of inmate orders and commissary product, as well as an integrated fund accounting system that tracks all inmate money balances and transactions.

- A. **Collection of Commissary orders (completed menus):** CCSO personnel will collect Commissary order (completed menu forms) from individual inmates and will place them in several predetermined locations within the mail jail facility. Order forms collected at the Work Center will be routed to the main jail. The Vendor will be responsible for picking up order forms from these locations for processing and data entry.
- B. **Data entry of the Commissary orders into the computer software system:** Entry can be either by use of scan sheets, manual entry, via a telephone system, or some other comparable process following review for appropriateness of orders to CCSO policies. Vendor responsibility will include responding to inmate questions regarding orders and possible errors in order processing. The CCSO will require that data entry or scanning of orders take place on-site within the Fiscal Unit (located under the main jail) to facilitate the necessary coordination with CCSO staff.

Order entry will take place on an established schedule that both distributes the weekly workload and corresponds to the operations needs of the jail. Order entry may be scheduled for as many as four days during the Monday through Friday workweek. Entry of orders will occur on weekdays during a 6:30 to 8:30 window to allow coordination with CCSO staff.

It is very likely that the order times and delivery times will change during the term of the contract and it is expected that responses to this RFP will include expressions of flexibility in responding to changes in entry and delivery time frames. Changes are to be at the discretion of the CCSO.

- C. **Delivery/Distribution of Commissary orders:** Delivery of commissary orders is defined as the movement of the pre-packaged and boxed commissary items from the Vendor's warehouse/facility to a jail facility. Distribution is defined as the movement of the commissary items from the delivery location to the individual inmate by either the Vendor. The Vendor will provide delivery/distribution of Commissary items to the inmates on a schedule that will provide for a weekly Commissary delivery for each pod.

Deliveries will be scheduled for Tuesdays and Thursdays and orders will be delivered to the jail pre-packaged by inmate and pod location. The Vendor will be responsible for the distribution of these orders to the inmates within the pods within a 9:00 AM to 4:00 PM window on delivery days. A process to verify the identity of inmate (e.g., check wristband and obtain thumb print and signature) receiving commissary order will be required. A receipt for each order will be required.

The service cycle (order to delivery/distribution) is very likely to change during the term of the contract and flexibility in service delivery is needed. The schedule may be changed at the discretion of the CCSO. Due to security considerations, access restrictions may delay delivery/distribution on rare occasions.

- D. **Fund Accounting:** The software program must be able to balance on a daily basis and will be required to balance on a weekly basis in order to reconcile the monthly bank statement. In addition, the system must have the capability to track co payments, court orders, and reconciliation of checks and deposits with a bank statement. Issuance of a financial instrument (checks, money orders, debit cards, etc.) for remaining balance should be part of the accounting system that supports the data entry and delivery functions. The availability of financial instruments that can simplify operations and facilitate improved controls is strongly desired (see Optional Services).

Due to the turnover of staff, the 24-hour/365 day operation, and the staggered times between when the cash draw is closed and when the account is balanced, the software must be able to provide for these changes. Failure to balance may be grounds for disqualification of the fund accounting aspects of this RFP. The ability to interface with

Request for Proposal # 651

Inmate Commissary Services

the current Inmate Management program or adapt vendor software to augment the delivery and distribution of fund accounting is required.

The successful Proposer will need to work with County IT staff to migrate the existing transaction data to its system. The existing commissary database currently contains an estimated 1,500,000 inmate transaction records for the 60,000 inmates that have passed through the jail since electronic record-keeping began.

- E. **Product Menu and Product Pricing:** The CCSO Commissary Menu currently includes 125 food/beverage products and 125 personal care/miscellaneous products. Attachment C contains a current listing of the 250 products and the number of units sold during 2012. Sales volumes are not guaranteed, but are provided to aid in the development of proposals and revenue/cost estimates.

Proposals must include a completed Attachment C that indicates the availability and proposed price for each product shown. (**Note:** Unit prices must be comparable to those found at Vancouver area convenience store for the same or similar items.) Products that are unavailable or that are provided for through a comparable substitute must be specifically noted. An explanation must be provided on a separate sheet for each substitute. The table must also include the estimated revenue from each product and the Commission that will be retained by the CCSO (based on the proposed Commission Rate of not less than 30%). A disc or CD containing the completed worksheet must be submitted with the Proposal.

- F. **Lobby Kiosk and On-line Deposit Functionality:** The County will require that the successful Proposer provide a lobby kiosk for inmate deposits at no cost to the County. The kiosk and on-line payment site must be configured to limit deposits to inmates on the jail's electronic roster (available via link or file transfer) and provide depositors with sufficient information to accurately select the inmate that the deposit is intended to benefit. The kiosk must accept currency, debit cards and credit cards. Reasonable transaction fees for kiosk and on-line deposits are to be retained by Vendor and disclosed/confirmed by depositors. The County will require the Vendor (or a sub-agent) provide all necessary maintenance and currier services involving the kiosk.

- G. **Software and Hardware Specifications:** The County prefers a non-centralized software program where maintenance or upgrades can easily adapt to all changes deemed appropriate to the County. Windows based software with a site license is preferred. Vendor's software shall be required to remain compatible with future Windows releases.

Software Specifications

- a. Security protocols to limit accessibility to the vendor's software by individual, group and the ability to authorize software access by terminal/workstation. Transactions must be time stamped by user and terminal for auditing purposes.
- b. Provide terminal/workstation internet browser based "view only rights", for officers in cell blocks, to provide inmates information regarding past orders, inmate account history and assist in cell searches.
- c. Post deposits on-line and in real time, into an inmate's account, all window and mail deposits. Deposits must have the ability to be posted in batch mode to increase the efficiency of the Staff. Batches must have the ability to be numbered by the user to track said batches for audit ability.
- d. Track inmates who may be indebted and automatically track arrears, payments of fines, restitution's damage to property payments and other financial obligations. The system must be able to calculate and post such payments.
- e. Allow user to conduct batch entries for all accounting data. Provide for automated transaction category codes and transaction amounts.
- f. Monitor all system activity including but not limited to: new entries, data changes, log in and log outs and releases.

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- g. Log all checks generated by the system with user ID, date, time, payee/s, and payer's amount. Checks must have the ability to be written to an individual or third party. A "virtual" check must be approved by the user prior to the printing of a check for verification purposes.
- h. Ability to store images in the database, including the ability to store signatures as embedded images.
- i. Allow multiple workstations to print receipts and transaction reports to a networked printer. Configuration for said workstations to the networked printer must be achieved without user assistance.
- j. Allow multiple workstations to print checks to a networked check printer. Configuration for said workstations to the networked printer must be achieved without user assistance.
- k. Ability to print "non-negotiable sample checks" to aid in configuration changes and verification of print locations.
- l. A positive pay checking account system to work in conjunction with the Jail's bank to verify checks.
- m. The system must allow for multiple cash drawers that can be assigned to specific workstations or shared amongst multiple workstations.
- n. Cash drawers must have the ability to be created by shift, department and or workstation.
- o. The system must provide an on-line "money count" option to assist in counting each cash drawer at shift change/cash drawer closeout. It must be printable at any time during the shift for cash drawer verification purposes.
- p. Generate receipts for all deposits with the ability to automate the receipt numbering system. Ability to print same with and without balance shown.
- q. Calculate and post all inmates' pays.
- r. Deduct on-line from an inmate's account for Commissary orders.
- s. Post inmate postage and other charges not already specified.
- t. Deduct on-line inmate money transfers that do not require the issuing of a check from an inmate.
- u. Post on-line credits for commissary orders, shortages, damages, and releases.
- v. Create various reports, including at least:
 - 01) "Ledger" Report for each inmate.
 - 02) Reporting of individual inmate accounts on a monthly basis or entire incarceration to include all transactions (deposits and withdrawals).
 - 03) Ability to create ad hoc reports using Crystal Reports. Said reports must be generated from the vendor's software.
 - 04) Integrate an inmate payroll software program that allows for automated sweeps of payroll and direct deposits of payroll into individual inmate accounts and codes such as payroll deposits.
 - 05) Recoverable/Receivable reporting to include: inmates charged, paid, and due/outstanding amounts.
- w. Bank reconciliation features to include, but not limited to the following:
 - 01) View and edit bank reconciliations by bank and date range.
 - 02) List all payments and deposits in separate panels that allow for each panel to be viewed in full view.

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- 03) User ability to add voided checks to a bank statement.
- 04) Provide detailed information of each transaction on the bank reconciliation.
- 05) Allow the user to manually lock each bank reconciliation when reconciled, or unlock any transaction inside a statement if the status of the transaction must be changed.
- 06) Allow the user to modify information in a bank statement after it has already been created.
- 07) The ability to generate summary and detail reports for each bank statement.
- 08) Allow the user to view and search transactions by type (checks only, other payments/deposits, etc.), status, date, check number or amount range, accounting event, resident ID number and payee name.
- 09) Allow the user the ability to print all or manually selected transactions for auditing purposes.

x. Commissary restrictions to include at a minimum:

Type of Restriction	Description	Example	Scope
Quantity per order	Any Item can be restricted to any quantity.	Any inmate can be restricted to no more than 2 2-pack Tylenol per order	Per inmate, per order
Quantity per time span	Any item can be restricted to any quantity over any time span in days.	Any inmate can be restricted to no more than 4 2-pack Tylenol over a 60-day period	Per inmate, per item, per time span
Orders per time span	Any inmate can be restricted from placing any number of commissary orders over any time span in days.	Any inmate can be restricted to no more than four orders in thirty days	Per inmate, per time span
Disallowed item	Any item can be restricted entirely from a given inmate	Any inmate can be restricted entirely from ordering peanuts	Per inmate, per item
Category Quantity Restriction	Any inmate can be restricted to a given quantity of a collection of related items	Any inmate can be restricted to ordering up to 7 candy items	1Per inmate, per category
Category Age Restriction	Any inmate can be completely restricted from ordering a class of items on account of age	Any inmate younger than 19 can be restricted entirely from purchasing tobacco products	Per inmate, per category
Spending Limit Restriction	Any inmate can be restricted to a maximum dollar amount to be spent per order	Any inmate can be limited to spending no more than \$100 per order	Per inmate, per order
Spending Limit Override	Any inmate can be granted a spending limit override to order a given item	An inmate can be allowed to spend up to \$40 on a shoes without reducing the amount available to spend on rest of the order	Per inmate, Per item
Restriction Grid by Location, Gender, and/or Age	Entire restriction grids or combinations of same can be applied automatically during scanning process based on inmate location, gender, age	An inmate in a female-only pod can be automatically assigned to a female restriction profile without user intervention.	Per inmate, Per grid

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Each vendor must specifically address items a – x above. Vendors must provide a written narrative to describe how the vendor is able to provide said software capability and, at a minimum, provide one correctional account where this feature is presently used in the correctional market.

Hardware Specifications

The awarded vendor will be required to provide the following hardware, at no cost to the CCSO, for the extent of the commissary contract:

- a. Dell branded server, Intel CPU, Windows Server 2008 R2, Rack mount with dual power supplies, RAID 5 configured hard drive array of appropriate size for vendor's system (1TB configured minimum), Sufficient RAM for vendor's application (8GB minimum)~~One (1) Dell PowerEdge 2950 server or better, Windows Server 2003 R2 Standard Edition, rack mount form factor, 4GB RAM minimum, RAID 5 configured hard drives.~~
- b. If dot matrix printing is required, three (3) dot matrix printers for the printing of checks, transactions, and receipts, plus one (1) additional on-site backup printer of the same model. If dot matrix is not required, the CCSO may elect to substitute the same number of laser printers.
- c. One laser printer for the printing of reports.
- d. All specialized printers necessary to proposal, plus one (1) on site backup of same model(s).
- e. All licensing, connection cables, surge protectors and switches for the above systems.
- f. All systems must be brand new equipment.
- f. Warranty and Maintenance
 - 01) All equipment, including software, provided by the vendor shall be warranted and maintained by the vendor for the extent of the contract.
 - 02) The vendor shall provide on-site training session(s) for people, of no less than twelve hours.
 - 03) The vendor shall provide on-line user manuals on all desktops utilizing the vendor's software.
 - 04) All information entered into the vendor's software during the extent of the contract is the property of the Jail. Upon completion of the commissary contract, the vendor will provide, in comma delimited format and at the Jail's approval, all inmate and Jail information.
 - 05) Vendor must have 24-hour helpdesk with an 800 number staffed by the vendors employees. Vendor must provide said number in their response to this section and the staff assigned to monitor the helpdesk.
 - 06) The vendor shall provide on-site next day hardware or software server support and service if necessary.
 - 07) Provide a list of all local technical support staff including phone numbers and a detailed list of experience for each individual.

2. Optional Services

In addition to the "Required Services" listed above, the CCSO has an interest in any options that reduce the level of involvement and time required of operational staff. These options may include software/hardware tools and/or procedural changes that automate and simplify various staff-intensive processes. Examples include:

- Receipting, reconciliation, and deposit of inmate money received at Booking

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- Distributing remaining balances to inmate upon release
- Responding to inmate commissary inquiries (e.g., account and order questions)

These Optional Services may include on-site kiosks, alternate means of distributing money to inmates upon release (e.g. via debit cards), or other enhancements that help achieve the goal of reducing CCSO staff time and involvement.

Compensation to the Vendor for these Optional Services may be through either transaction fees, an adjustment to the CCSO Commission Rate, or a combination of both. The cost of these optional services will be evaluated against the operational benefits and the value of CCSO staff time that may be saved. The net benefit or cost to the CCSO will be a factor in the proposal evaluation and selection process (see Section IIIA.2. "Evaluation Criteria Scoring").

3. County Performed Work

The CCSO has identified a commissary order, delivery, and distribution schedule that conforms to and contributes toward the operational needs of the jail and the CCSO. A set of processes, procedures, and controls related to the administration of the Commissary Function are already in place and can be adjusted as necessary.

The CCSO Fiscal Unit will continue to administer the Commissary Function with close involvement by jail staff. The roles and responsibilities of CCSO staff that pertain to the Commissary Function are well established.

4. Deliverables & Schedule

The CCSO has tentatively scheduled a 60 day planning and testing period for the new commissary system to begin on July 1 after a contract has been signed with the selected Proposer. After planning and testing, there will be a 30 day implementation period during which all necessary data migration will occur.

The winning Vendor shall be responsible for any necessary customization to their software to meet the CCSO's needs, including the integration with the existing Custody Management System, to be completed during the implementation period.

The vendor shall be responsible for fully training the Inmate Accounting Staff (2 people minimum) and, if necessary, the Custody Staff on the respective aspects of the vendor's software that each will use. Necessary training will be conducted during this 90 day period.

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. The initial training of the Inmate Accounting Staff and Custody Staff will conclude when the Staff and Business Manager sign off on the training schedule as completed.

5. Place of Performance

As indicated in Section IB.1. "Required Services", some aspects of contract performance will take place at CCSO facilities, while others may take place in either the Proposer's facility or third party location(s). An office space is available within the CCSO facility to accommodate an individual and several pieces of equipment (e.g., PC, printer, menu scanner) for order processing and/or for the coordination of order distribution within the facilities.

6. Period of Performance

The contract awarded as a result of this RFP will be for three (3) years and is intended to begin June 1, 2013 and end May 31, 2016.

The CCSO reserves the right to extend the contract resulting from this RFP for two (2) one (1) year periods, with the same terms and conditions, by service of a written notice of its intention to do so prior to the contract termination date.

7. Public Safety

The successful Proposer's employees and agents will be required to pass a background process to gain access to the facilities. Access may be revoked if it is determined that an individual no longer meets the access criteria. Public safety may require limiting access to public work sites, public facilities, and public offices, sometimes without advance notice. The successful Proposer's employees and agents shall carry sufficient identification to show by

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whom they are employed and display it upon request to security personnel. CCSO project managers have discretion to require the successful Proposer's employees and agents to be escorted to and from any public office, facility or work site if national or local security appears to require it.

8. Insurance/Bond

- A. **Commercial General Liability Insurance:** Prior to the signing of a contract, the Vendor(s) selected must show evidence of commercial liability insurance for a minimum of \$1,000,000 combined single limit identifying Clark County, it's elected officials, officers, employees and it's agents as an additional insured.
- B. **Professional Liability (aka Errors and Omissions)**
The Proposer shall obtain, at Proposer's expense, and keep in force during the term of this contract Professional Liability insurance policy to protect against legal liability arising out of contract activity. Such insurance shall provide a minimum of \$2,000,000 per occurrence, with a maximum deductible of \$25,000. It should be an "Occurrence Form" policy. If the policy is "Claims Made", then Extended Reporting Period Coverage (Tail coverage) shall be purchased for three (3) years after the end of the contract.
- C. **Automobile:** If the Proposer or its employees use motor vehicles in conducting activities under this Contract, liability insurance covering bodily injury and property damage shall be provided by the Proposer through a commercial automobile insurance policy. The policy shall cover all owned and non-owned vehicles. Such insurance shall have minimum limits of \$500,000 per occurrence, combined single limit for bodily injury liability and property damage liability with a \$1,000,000 annual aggregate limit. If the Proposer does not use motor vehicles in conducting activities under this Contract, then written confirmation to that effect on Proposer letterhead shall be submitted by the Proposer.
- D. **Worker's Compensation:** Required; see "General Terms and Conditions".
- E. **Proof of Insurance:** Proof of Insurance shall be provided prior to the starting of the contract performance. Proof will be on an ACORD Certificate(s) of Liability Insurance, which the Proposer shall provide to Clark County. Each certificate will show the coverage, deductible, policy period and amount of coverage and shall name Clark County as an additional insured. Policies shall be endorsed to state that coverage will not be suspended, voided, canceled or reduced without a 30 day written notice by certified mail (return receipt requested) to the County. It is the Proposer's responsibility to provide evidence of continuing coverage during the overlap periods of the policy and the contract.

Cancellation of a policy is grounds for termination of the Contract. All policies must have a Best's Rating of A-VII or better.

9. Plan Holders List

All proposers are required to be listed on the plan holders list.

- ✓ Prior to submission of proposal, please confirm your organization is on the Plan Holders List below:

To view the Plan Holders List, please click on the link below or copy and paste into your browser.

Clark County RFP site:

<http://www.clark.wa.gov/general-services/purchasing/rfp.html>

If your organization is NOT listed, submit the 'Letter of Interest' to ensure your inclusion. See Attachment B.

Proposals received by Clark County by proposers not included on the Plan Holders List may be considered non-responsive.

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10. Prospective
Contractor's
Administration

Any organization operating a program funded by Clark County shall have demonstrated administrative and accounting capabilities necessary to safeguard all public funds.

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Part II Proposal Preparation and Submittal

Section IIA Pre-Submittal Meeting / Clarification

1. Pre-Submittal Meeting None scheduled.
2. Proposal Clarification Questions and Requests for Clarification regarding this Request for Proposal must be directed in writing, via email, to the person listed on the cover page. The deadline for submitting such questions/clarifications is 7 calendar days prior to the due date for proposals. An addendum will be issued no later than 7 calendar days prior to the proposal due date to all recorded holders of the RFP if a substantive clarification is in order.

The Questions & Answers/Clarifications are available for review at the link below. Each Proposer is strongly encouraged to review this document prior to submitting their proposal.

Clark County RFP site:

<http://www.clark.wa.gov/general-services/purchasing/rfp.html>

Section IIB Proposal Submission

1. Proposals Due Sealed proposals must be received no later than the date, time and location specified on the cover of this document.

The outside of the envelope/package shall clearly identify:

1. RFP Number and;
2. TITLE and;
3. Name and address of the proposer.

Responses received after submittal time will not be considered and will be returned to the Proposer - unopened.

Proposals received with insufficient copies (as noted on the cover of this document) cannot be properly disseminated to the Review Committee and other reviewers for necessary action, therefore, may not be accepted.

2. Proposal

Proposals must be clear, succinct and not exceed 35 pages, excluding resumes. Proposer's who submit more than the pages indicated may not have the additional pages of the proposal read or considered.

For purposes of review and in the interest of the County, the County encourages the use of submittal materials (i.e. paper, dividers, binders, brochures, etc.) that contain post-consumer recycled content and are readily recyclable.

The County discourages the use of materials that cannot be readily recycled such as PVC (vinyl) binders, spiral bindings, and plastic or glossy covers or dividers. Alternative bindings such as reusable/recyclable binding posts, reusable binder clips or binder rings, and recyclable cardboard/paperboard binders are examples of preferable submittal materials.

Proposer's are encouraged to print/copy on both sides of a single sheet of paper wherever applicable; if sheets are printed on both sides, it is considered to be two pages. Color is acceptable, but content should not be lost by black-and-white printing or copying.

All submittals will be evaluated on the completeness and quality of the content. Only those Proposers providing complete information as required will be considered for evaluation. The ability to follow these instructions demonstrates attention to detail.

Additional support documents, such as sales brochures, should be included with each copy unless otherwise specified.

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Section IIC

Proposal Content

1. Cover Sheet
This form is to be used as your proposal Cover Sheet.

See Cover Sheet - Attachment A
2. Project Team
Proposals must include an organization chart showing, at a minimum, the regional and on-site functions and reporting relationships of the Proposer. If the Proposer's Tech Support function is centralized above the regional level, the organization chart must identify how it relates to the Proposer's regional and on-site organization and how it will be made available to CCSO personnel.
3. Management Approach
Proposers may address their "Management Approach" in the manner they feel is most appropriate.
4. Respondent's Capabilities
Proposals must include three references of agencies that currently use Proposers commissary software and commissary delivery services. Proposals must also include resumes for Proposer's regional management team and any on-site personnel.
5. Project Approach and Understanding
Proposals must include sufficient information and narrative to allow the CCSO to determine the Proposer's ability to satisfy the Required and Optional Service contained above, as well as the approach that will be employed. In addition, proposals must include a commissary work/product flow in the form of a description and/or diagram for the entire ordering, deliver, distribution, and billing process. This must include reasonable contingencies for electrical or system outages, inclement weather, or other foreseeable disruptions.
6. Proposed Cost (Revenue)
Proposals must include an estimate of Commissary Revenues and Commissions to be retained by the CCSO (see Attachment C) and estimates of any costs (whether borne by the CCSO, the inmates, or their associates) related to required or optional services referenced in the proposal.

To facilitate comparisons between proposals, Proposer's must utilize the following assumptions when developing revenue and cost estimates for this RFP:
 - Gross Commissary Sales.....Approx. \$410,000 per year
 - Product Menu and Units Sold.....See "Attachment C" worksheet
 - Inmate Deposits (incoming cash & checks)
 - Reception Area (from public).....12,600 transactions/year, \$35 avg.
 - Booking Area (from inmates).....15,800 transactions/year, \$25 avg.
 - Inmate withdrawals (release checks)
 - Inmate Release Checks.....5,500 transactions/year, \$75 avg.
Evaluation Criterion #3 (see Section IIIA.2. "Evaluation Criteria Scoring" below) will be based on net commissary revenue that will be retained by the CCSO (commissions minus any direct costs), as well as an internal review of the operational cost/savings implications that may result from employing any or all of the "Optional Services" included in the proposal.
7. Employment Verification
Include Employment Verification documents (See section 1A.6) immediately after the cover page.

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Inmate Commissary Services

Part III Proposal Evaluation & Contract Award

Section IIIA Proposal Review and Selection

1. Evaluation and Selection: Proposals received in response to this RFP will be evaluated by a Review Committee. Committee review results and recommendations may be presented to an appropriate advisory board prior to the consent process with the Clark County Board of Commissioners.
2. Evaluation Criteria Scoring: Each proposal received in response to the RFP will be objectively evaluated and rated according to a specified point system.

A one hundred (100) point system will be used, weighted against the following criteria:

- | | |
|--|----|
| 1. Vendor system(s) and processes | 25 |
| 2. Product, delivery, and warehousing capabilities | 25 |
| 3. Net Commissions and operational cost implications | 25 |
| 4. Technical response to RFP | 15 |
| 5. Vendor history, qualifications, and references | 10 |

Based upon the review of the above factors, the proposals with the highest rating may be further evaluated through technical presentations and site visits at the discretion of the CCSO.

Section IIIB Contract Award

1. Proposer Selection: The award resulting from this RFP will be made to the Vendor who submits the response that, in the CCSO's judgment, best serves the interest of the organization. CCSO representatives will review all proposals received and evaluate each section of the Vendor's response.
- The CCSO will award a contract to the selected Proposer. Should a favorable agreement not be reached with the first selected Proposer, the County shall terminate negotiations and commence negotiations with the second selected Proposer and so on until a favorable agreement is reached.
2. Contract Development: The proposal and all responses provided by the successful Proposer may become a part of the final contract. The form of contract shall be the County's Contract for Profession Services. A sample contract is available via the following link: [Sample Contract](#)
3. Award Review: The public may view proposal documents after contract execution. However, any proprietary information so designated by the Proposer as a trade secret ** will not be disclosed unless the Clark County Prosecuting Attorney determines that disclosure is required. At this time, Proposers not awarded the contract may seek additional clarification or debriefing, request time to review the selection procedures or discuss the scoring methods utilized by the evaluation committee.
4. Orientation/Kick-off Meeting: A kick-off meeting will be scheduled after the contract is developed and authorized by the Board of County Commissioners.

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Inmate Commissary Services**

Attachment A COVER SHEET

General Information:

Legal Name of Applicant/Company/Agency _____

Street Address _____ City _____ State _____ Zip _____

Contact Person _____ Title _____

Phone _____ Fax _____

Program Location (if different than above) _____ Email address _____

Tax Identification Number _____

ADDENDUM:

Proposer shall insert number of each Addendum received. If no addendum received, please mark "**NONE**".

No. _____ Dated: _____ No. _____ Dated: _____ No. _____ Dated: _____.

NOTE: Failure to acknowledge receipt of Addendum may render the proposal non-responsive.

→ Does the proposal comply with the requirements contained within the RFP?
A "No" response may disqualify the proposal from further consideration.

Yes No

→ Did outside individuals or agencies assist with preparation of this proposal?

Yes No (if yes, describe.)**

I certify that to the best of my knowledge the information contained in this proposal is accurate and complete and that I have the legal authority to commit this agency to a contractual agreement. I realize the final funding for any service is based upon funding levels, and the approval of the Clark County Board of Commissioners.

Signature, **Administrator of Applicant Agency***
(*Enter the appropriate signature title)

Date

**Request for Proposal # 651
Inmate Commissary Services**

Attachment B LETTER OF INTEREST

Legal Name of Applicant Agency _____

Street Address _____

City _____ State _____ Zip _____

Contact Person _____ Title _____

Phone _____ Fax _____

Program Location (if different than above) _____

Email address _____

- All proposer's are required to be included on the plan holders list. If your organization is NOT listed, submit the 'Letter of Interest' to ensure your inclusion.

In the body of your email, request acknowledgement of receipt.

Email Attachment B to: leisha.till@clark.wa.gov

Clark County web link:

<http://www.clark.wa.gov/general-services/purchasing/rfp.html>

This document will only be used to add a proposer to the plan holders list. Submitting this document does not commit proposer to provide services to Clark County, nor is it required to be submitted with proposal.

Proposals may be considered non-responsive if the Proposer is not listed on the plan holders list.

**Request for Proposal # 651
Inmate Commissary Services**

Attachment C: PRODUCT LIST: Volume, Price, Revenue, & Commission Worksheet



Clark County Sheriff's Office

707 West 13th Street • PO Box 410 • Vancouver, WA 98666 • (360) 397-2366 • Fax (360) 397-2367

Chuck E. Atkins, Sheriff

June 30, 2016

Mr. Dennis Dempsey
Keefe Commissary Network
55-101 Vista Blvd
Sparks, NV 89434

Dear Mr. Dempsey:

The term of our existing contract with Keefe Commissary Network is set to expire at the end of July 2016. The contract provides for up to two one-year extensions under the same terms and conditions. The Sheriff wishes to retain the Keefe Commissary Network for an additional year (the first one-year extension option).

Please consider this letter a formal extension of the existing terms of the contract to provide Inmate Commissary Services as provided in the Request for Proposal #651 from August 1, 2016 through July 31, 2017.

We look forward to working with you for another year.

Sincerely,

A handwritten signature in black ink, appearing to read "Darin Rouhier", is written over a horizontal line.

Darin Rouhier
Clark County Sheriff's Office
Finance Manager

**MODIFICATION OF AGREEMENT FOR
PERSONAL SERVICES
Inmate Commissary Services
Clark County Sheriff's Office**

THIS AGREEMENT FOR PROFESSIONAL SERVICES ("Agreement" herein) is made and entered into by and between the Sheriff of Clark County, Washington ("Sheriff" herein), located at 707 W. 13th, Vancouver, WA 98666 and Keefe Commissary Network, LLC ("Contractor" herein) for the provision of Commissary services at the Clark County Law Enforcement Center.

WITNESSETH:

WHEREAS, the parties entered into a contractual agreement on August 1, 2013, and

WHEREAS, the parties have agreed to modify the Agreement as follows:

NOW, THEREFORE, in consideration of payments, covenants, and agreements, hereinafter mentioned, to be made and performed by the parties hereto, the parties covenant and agree as follows:

I. MODIFICATIONS:

B. Section VII. L. "Effective Date and Duration": The duration of the Agreement is extended for one additional year from August 1, 2018 to July 31, 2019.

II. REASONS FOR MODIFICATIONS:

A. A one-year extension of the existing commissary agreement will allow sufficient time for Clark County to replace and stabilize the county-wide financial/purchasing system, scheduled for December 2018, before a new commissary RFP is issued, which may in turn lead the transition to a new commissary vendor. Sequencing these events will reduce the risk of system instability and potential service disruptions.

B. Except as modified above, all existing terms and conditions remain in full force and effect.

III. EFFECTIVE DATE

This Modification shall have an effective date of August 1, 2018.

IV. ENTIRE CONTRACT

The parties agree that this contract modification is the complete expression of the terms hereto and any oral representations or understanding not incorporated herein are excluded. Further, any modification of this contract shall be in writing and signed by both parties. Failure to comply with any of the provisions stated herein shall constitute material breach of contract and cause for termination.

Both parties recognize that time is of the essence in the performance of the provisions of this contract.

The parties also agree that the forgiveness of the non-compliance of any provision of this contract does not constitute a waiver of the provisions of this contract.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed the day and year first hereinabove written.


SIGNATURES

CLARK COUNTY SHERIFF


Mike Cooke, Undersheriff


Date Executed: 9/25/18

KEEFE COMMISSARY NETWORK


John Puricelli, Executive Vice President

Date executed: 9/19/18

Approved as to Form:
ANTHONY F. GOLIK
Prosecuting Attorney

By: 
Deputy Prosecutor

**MODIFICATION OF AGREEMENT FOR
PERSONAL SERVICES
Inmate Commissary Services
Clark County Sheriff's Office**

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B. Section VII. L. "Effective Date and Duration": The duration of the Agreement is extended for one additional year from August 1, 2018 to July 31, 2019.

II. REASONS FOR MODIFICATIONS:

A. A one-year extension of the existing commissary agreement will allow sufficient time for Clark County to replace and stabilize the county-wide financial/purchasing system, scheduled for December 2018, before a new commissary RFP is issued, which may in turn lead the transition to a new commissary vendor. Sequencing these events will reduce the risk of system instability and potential service disruptions.

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SIGNATURES

CLARK COUNTY SHERIFF


Mike Cooke, Undersheriff


Date Executed: 9/25/18

KEEFE COMMISSARY NETWORK


John Puricelli, Executive Vice President

Date executed: 9/19/18

Approved as to Form:
ANTHONY F. GOLIK
Prosecuting Attorney

By: 
Deputy Prosecutor

**MODIFICATION OF AGREEMENT FOR
PERSONAL SERVICES
Inmate Commissary Services
Clark County Sheriff's Office**

THIS AGREEMENT FOR PROFESSIONAL SERVICES ("Agreement" herein) is made and entered into by and between the Sheriff of Clark County, Washington ("Sheriff" herein), located at 707 W. 13th, Vancouver, WA 98666 and Keefe Commissary Network, LLC ("Contractor" herein) for the provision of Commissary services at the Clark County Law Enforcement Center.

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WHEREAS, the parties entered into a contractual agreement on August 1, 2013, and

WHEREAS, the parties have agreed to modify the Agreement as follows:

NOW, THEREFORE, in consideration of payments, covenants, and agreements, hereinafter mentioned, to be made and performed by the parties hereto, the parties covenant and agree as follows:

I. MODIFICATIONS:

B. Section VII. L. "Effective Date and Duration": The duration of the Agreement is extended for one additional year from August 1, 2019 to July 31, 2020.

II. REASONS FOR MODIFICATIONS:

A. A one-year extension of the existing commissary agreement will allow sufficient time for Clark County to stabilize the county-wide financial/purchasing system before a new commissary RFP is issued, which may in turn lead the transition to a new commissary vendor. Sequencing these events will reduce the risk of system instability and potential service disruptions.

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III. EFFECTIVE DATE

This Modification shall have an effective date of August 1, 2019.

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IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed the day and year first hereinabove written.

SIGNATURES

CLARK COUNTY SHERIFF



Chuck E. Atkins, Sheriff

Date Executed: 9/20/19

KEEFE Commissary Network, LLC



John Puricelli, Executive Vice President

Date executed: 9/30/19

Approved as to Form:
ANTHONY F. GOLIK
Prosecuting Attorney

By: _____
Deputy Prosecutor

**MODIFICATION OF AGREEMENT FOR
PERSONAL SERVICES
Inmate Commissary Services
Clark County Sheriff's Office**

THIS AGREEMENT FOR PROFESSIONAL SERVICES ("Agreement" herein) is made and entered into by and between the Sheriff of Clark County, Washington ("Sheriff" herein), located at 707 W. 13th, Vancouver, WA 98666 and Keefe Supply Company ("Contractor" herein) for the provision of Commissary services at the Clark County Law Enforcement Center.

WITNESSETH:

WHEREAS, the parties entered into a contractual agreement on August 1, 2013, and

WHEREAS, the parties have agreed to modify the Agreement as follows:

NOW, THEREFORE, in consideration of payments, covenants, and agreements, hereinafter mentioned, to be made and performed by the parties hereto, the parties covenant and agree as follows:

I. MODIFICATIONS:

B. Section VII. L. "Effective Date and Duration": The duration of the Agreement is extended for one additional year from August 1, 2020 to July 31, 2021.

II. REASONS FOR MODIFICATIONS:

A. It has been impractical to conduct a commissary services RFP process during 2020. This one-year extension of the existing commissary agreement is necessary to maintain the stability of the commissary system and reduce the potential for service disruptions during the ongoing health crisis.

B. Except as modified above, all existing terms and conditions remain in full force and effect.

III. EFFECTIVE DATE

This Modification shall have an effective date of August 1, 2020.

IV. ENTIRE CONTRACT

The parties agree that this contract modification is the complete expression of the terms hereto and any oral representations or understanding not incorporated herein are excluded. Further, any modification of this contract shall be in writing and signed by both parties. Failure to comply with any of the provisions stated herein shall constitute material breach of contract and cause for termination.

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IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed the day and year first hereinabove written.

SIGNATURES

CLARK COUNTY SHERIFF

KEEFE SUPPLY COMPANY



Chuck E. Atkins, Sheriff



Keeffe Supply Company

Date Executed: 8-31-2020

Date executed: 10/15/2020

Approved as to Form:
ANTHONY F. GOLIK
Prosecuting Attorney

By: _____
Deputy Prosecutor

**MODIFICATION OF AGREEMENT FOR
PERSONAL SERVICES
Inmate Commissary Services
Clark County Sheriff's Office**

THIS AGREEMENT FOR PROFESSIONAL SERVICES ("Agreement" herein) is made and entered into by and between the Sheriff of Clark County, Washington ("Sheriff" herein), located at 707 W. 13th, Vancouver, WA 98666 and Keefe Commissary Network LLC ("Contractor" herein) for the provision of Commissary services at the Clark County Law Enforcement Center.

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NOW, THEREFORE, in consideration of payments, covenants, and agreements, hereinafter mentioned, to be made and performed by the parties hereto, the parties covenant and agree as follows:

I. MODIFICATIONS:

A. Section VII. L. "Effective Date and Duration": The duration of the Agreement is extended for two additional years from August 1, 2021 to July 31, 2023.

B. In accordance with Section III. 2. "Delivery/Distribution of Commissary orders", the Sheriff and Contractor have mutually agreed to modify the delivery schedule to inmates from Tuesdays and Wednesdays, to Wednesdays and Thursdays.

II. REASONS FOR MODIFICATIONS:

A. It has been impractical to conduct a commissary services RFP process during 2021. This two-year extension of the existing commissary agreement is necessary to maintain the stability of the commissary system and reduce the potential for service disruptions during the ongoing health crisis.

B. The County is implementing a new banking contract with a new banking partner. The Sheriff's Office feels it is prudent to allow sufficient time for the banking services and connections to be fully implemented before conducting an RFP process for a new commissary contract and potentially a different inmate banking software system.

C. Except as modified above, all existing terms and conditions remain in full force and effect.

III. EFFECTIVE DATE

This Modification shall have an effective date of August 1, 2021.

IV. ENTIRE CONTRACT

The parties agree that this contract modification is the complete expression of the terms hereto and any oral representations or understanding not incorporated herein are excluded. Further, any modification of this contract shall be in writing and signed by both parties. Failure to comply with any of the provisions stated herein shall constitute material breach of contract and cause for termination.

Both parties recognize that time is of the essence in the performance of the provisions of this contract.

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IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed the day and year first hereinabove written.

SIGNATURES

CLARK COUNTY SHERIFF

KEEFE COMMISSARY NETWORK LLC

Chuck E. Atkins, Sheriff



John Paricelli, Executive Vice President

Date Executed: _____

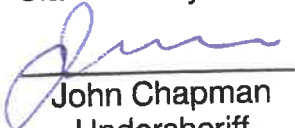
Date executed: 9/23/21

Approved as to Form:
ANTHONY F. GOLIK
Prosecuting Attorney

On Behalf of,

Chuck E. Atkins
Clark County Sheriff

By: _____
Deputy Prosecutor



John Chapman
Undersheriff 9/29/2021