

REQUEST FOR PROPOSALS FOR COMMISARY SERVICES

FOR THE
City of Anderson Police Department
AND THE
City of Anderson Detention Center

Contact:
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City of Anderson Police Department
401 South Main Street
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I. Statement of Need

The specific type of equipment, products and services that the City of Anderson Police Department seeks to acquire under this Request for Proposal (RFP) is Commissary Services for the period from October 1, 2018 – September 30, 2019.

The City of Anderson Police Department (the agency) consists of approximately 103 sworn police personnel, 33 detention officers and 16 additional personnel. The City of Anderson Detention Center personnel are included in that count. In addition to the sworn personnel, according to the FY17 Annual Report, the Detention Center housed on average approximately 106.59 inmates per day. Also, numerous persons from the general public visit the City of Anderson Police Department on a daily basis for various reasons. According to the City of Anderson Police Department Fiscal Year 2017 Annual Report, the agency received \$6,001 for Commissary fees during FY10 and \$18,000 during each of the years from FY11 through FY17. The FY11 – FY17 fees were on a *flat-fee basis*. The agency is currently requesting proposals (bids) from prospective vendors who are interested in acquiring the Commissary business for the previously-referenced clientele on a **commission basis**. The fee would be paid to the City of Anderson Detention Center on at least a Monthly basis, no later than 15 days passed the end of a month, for all sales occurring within the upcoming contract period (October 1, 2018 – September 30, 2019).

As used in this Request for Proposal (RFP), the terms and phrases “City of Anderson Police Department”, “City of Anderson Detention Center”, “Agency” and “Department” refer to the City of Anderson Detention Center located in Anderson, South Carolina at 401 South Main Street with zip code 29624, unless otherwise noted. The City of Anderson Detention Center is a unit within the City of Anderson Police Department. The City of Anderson Police Department is a division of the City of Anderson, Incorporated.

Potential bidders are encouraged to read all pages of the *request for proposal*. Any questions concerning this proposal should be addressed to the contact person named above.

II. Specifications

1. Bid must be for all services and machines combined. Partial business will not be awarded.
2. The Agency is seeking to acquire the following services:
 - A. Commissary services for
 - (1) Anderson City Detention Center
 - (2) Anderson City Federal Detention Center
3. The space for the above-referenced equipment will be provided by the agency.
4. Responsibilities of APDDC.
 - A. The electricity to operate the above-referenced equipment will be provided by the agency.
 - B. The agency will not be held responsible for any failure which results in the loss of equipment, product, profit, revenue or any other thing of value to the vendor.
 - C. The Chief of Police will designate one staff member to serve as the primary day-to-day contact to the Vendor.
 - D. The Jail will provide staff and workspace for the commissary computer with access to telephone, internet, fax and copier.
 - E. The APDDC staff shall be responsible for the delivery of the commissary orders directly to the inmates in their housing units or unless different arrangements are agreed to by both parties.
5. Although the agency provides the electricity, the vendor is responsible for installation of necessary electrical equipment and components to deliver power to the units.
6. The vendor assumes all liability and responsibility for all Commissary equipment, services and products. There are to be no charge backs to the agency for any reason.
7. The agency will not be held responsible for utility failure, wear and tear or vandalism occurring to the equipment or for any other type of expense and/or loss incurred by the vendor.
8. The City of Anderson Police Department may elect to ask that additional items replace existing items. (E.g., may ask for OTC meds or hygiene products to replace some snacks, etc. Maximum prices for specially requested products will be determined by the agency at the time of request.)
9. Services
 - A. The commissary company provides all cleaning and maintenance of machines and equipment as part of the contractual agreement with no fees or service charges incurred by the agency.
 - (1) All products must be fresh, in-date and of excellent quality.
 - B. Service calls
 - (1) Service calls to repair broken equipment and/or replenish machines must be executed within 24 hours.
10. Fees to be paid by vendor to the agency
 - A. The commission will be paid by the vendor to the Anderson Police Department at least once per month.

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- (1) Fees for the contract period must be paid no later than the 15th day following a month and cover all sales for the previous month for the duration of the contract period.
 - a. The fee must be paid and submitted to the attention of the agency's designee without the necessity of the agency having to invoice the vendor.
 - b. If the fee is not received by the 15th of the month, the agency has the option to move down the list of potential vendors and select another vendor. If payment is not received by that date, the machines will be disconnected and the agency may elect to discontinue the contract.
 - c. The agency has the option of extending the contract, one year at a time and/or for partial years, for an additional 2 years (first year plus 2 additional years) if the agency is satisfied with the vendor's service and products and if the vendor has paid the contracted fees in a timely manner.
 - d. If the agency issues an extension of the contract by extending the existing contract, all payments during subsequent years will be due by the 15th of the month following each month during the contract period. If payment is not received by that date, the machines will be disconnected and the agency may elect to discontinue the contract.
 - e. Disconnection of machines
 - i. If machines are disconnected for any reason, the agency will not be held liable by the vendor for any monetary or product loss.
 - ii. If machines are disconnected, removed or taken out of service at any time, for any reason, under any circumstance, or for no reason at all, the agency will not be charged back by the vendor for any amount due to a period of non-use.
- (2) Payments and documentation
 - a. The successful vendor will receive a receipt / acknowledgement for each payment. The receipt (or acknowledgement) will document - at a minimum - the date of the receipt of the payment, the amount of the payment, the check number and the months/contract period to which the payment applies. Vendor must rectify receipts for payments to the agency on at least a monthly basis and get verification from the agency that the payment has been received. Email can be used for this purpose.
 - b. Payment must be made by cashiers, certified check, company check or electronic transfer.
 - c. Fees will not be refunded by the agency for any reason.
- (3) Voucher System for refunds.
 - a. The vendor agrees to provide simple, short forms that customers can use to receive refunds for machine malfunctions, bad products and/or out of date products. These forms will be provided by the vendor and maintained at the Booking Office. Vendor will be required to make refunds on behalf of the offended customer by the close of business on the 3rd full business day following the date on the voucher. Failure to do so may void the contract at the option of the agency.

B. Discontinuation of service.

- (1) The agency will make the sole determination regarding the quality of service. A number of factors will void the contract at the discretion of the agency. Factors include but are not limited to out of date products, poor quality products, slow service and too limited of a selection.

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- (2) In the event that a vendor's services are inadequate, the vendor will be required to remove all equipment within 7 calendar days. Equipment left upon the premises after 7 calendar days is subject to being sold by the agency at public and/or internet auction and the proceeds given to a local nonprofit charity.
 - (3) In the event that a vendor's services are discontinued, there will be no refund from the agency.
 - C. If a vendor's services are discontinued, the agency may elect to move down the list to the next vendor as ranked subsequent to this RFP for the remainder of the contract period.
 - D. Should a bidding vendor owe past fees for this program, those fees must be paid along with the check on the due date for the payment for this bid.
- 11. Although the initial contract is for 1 year, the contract can be terminated at any time prior to the end of that period by either party with 30 days written notice. Email will suffice as a medium for notification.
 - A. The agency reserves the right to extend the contract for up to 2 additional years, one year at a time, at the existing contract specifications.
- 12. All equipment must "fit" into limited space designated for this purpose. Bidders are encouraged to attend the Pre-Proposal meeting with the agency to inspect and review the available area.
- 13. Liability
 - A. The Commissary company assumes all liability for injuries or damages incurred from the use of the company's machines and/or equipment.
- 14. Insurance Requirements
 - A. Insurance coverage shall be carried with an insurance company licensed to conduct business in the State of South Carolina.
 - B. Insurance shall be obtained prior to commencement of work and shall remain in force throughout the period of the contract. The City of Anderson Police Department shall be named as an additional insured on the policy.
 - C. Vendor is responsible for any and all deductions.
 - D. Required coverage:
 - (1) Worker's Compensation
 - (2) General Liability with \$1,000,000.00 combined single limit for B.I.P.D.
- 15. Vendor Qualifications (To be considered, the Vendor must meet the following minimum qualifications):
 - A. The Vendor must have at least five (5) years previous experience in providing both inmate commissary and trust fund accounting systems to large sized correction facilities.
 - B. The Vendor must have a proven track record of these services, with a minimum of five (5) accounts for correctional facilities housing over 100 inmates, in which the Vendor has provided commissary services.
 - (1) Provide the names of five (5) the facilities currently under contract, the name of the persons we may contact at each facility as well as their contact information, date that the facility commissary became an account with your company and the number of inmates housed within the facility.
 - C. The Vendor must own the Inmate Trust Accounting software. No third-party software will be accepted.

- D. The Vendor is not allowed any arrangements with any third party or sub-contractors on any portion of the commissary contract.

16. Vendor Responsibilities

A. Commissary Services

- (1) The Vendor shall furnish all goods, supplies, labor, supervision, transport materials and transportation to provide commissary and accounting services for the inmate commissary.
- (2) The Vendor shall provide a variety of products to be sold through commissary to meet the needs of the inmate population. All products offered for sale to the inmates must be approved by the management of the City of Anderson Detention Center. Products offered should include brand name items, where applicable. No items packed in metal or glass containers will be sold. Clear products are to be used as much as possible.
- (3) Product pricing should not exceed local retail pricing for comparable items. Any pricing increases on any item, excepting annual CPI increase, must be approved in advance by the City of Anderson Detention Center. Requests for such pricing increases must accompany documentation of reason for the pricing request and must be approved by the city attorney.
- (4) Inmates shall be given the opportunity to order commissary on a weekly basis. Orders shall be processed and delivered to the institution once a week.
- (5) All orders shall be placed in plastic bags, which are then heat sealed. All orders shall contain a two-part receipt; receipts shall have a designated area for inmate signature and shall contain: starting balance, itemized list of goods sold with price for each, ending balance, receipt number, and an explanation of any items not sent with the order.
- (6) The Vendor is responsible for all sales, use, excise, business and/or income taxes applicable to the commissary operations.
- (7) A minimum of ten (10) functional kiosks must be available at all times. They must be situated in areas designated by the management of the APDDC.

17. Inmate Trust Fund Accounting Software

- A. Vendor shall provide the computer and computer related equipment needed for the accounting and commissary operations.
- B. Vendor shall provide a general ledger-based inmate trust fund accounting program; such program shall be in accordance with generally accepted principles of accounting.
- C. The Inmate Trust Fund Accounting Software shall, at the minimum, perform the following functions:
 - (1) General Ledger based with automatic transaction posting.
 - (2) General Ledger reporting
 - (3) Date specific historical reporting
 - (4) Posting of debt charges to inmate accounts either individually or multiple inmates through a batch process
 - (5) Maintain outstanding debt files with automatic collection upon deposits to inmates' accounts.
 - (6) Reports of collected debt charges by category; reporting of outstanding debt records.

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- (7) Checkbook reconciliation module
- (8) Ability to rerun reconciliation reports at any time
- (9) Release and check writing module
- (10) Ability to merge duplicate inmate accounts
- (11) Detailed ledger reporting for inmates' accounts
- (12) Reports, on demand, of frozen, stale, active and inactive accounts
- (13) Ability to restrict commissary purchasing for medical conditions or for disciplinary reasons
- (14) Ability to restrict the maximum quantity on specific items
- (15) Ability to limit the total number of items an inmate may receive with each order
- (16) Outstanding checks and deposits reporting
- (17) Ability to reclaim stale checks
- (18) Receipt generation for deposits and withdrawals
- (19) Automatic backup of data on a daily basis
- (20) Ability to create any ad hoc reports that the institution may require
- (21) Product Category Limitations
- (22) Ability to interface with the Jail Management System
- (23) Ability to make deposits through a lobby kiosk to inmates' accounts in real time. Lobby kiosk must accept cash, credit and debit cards.
- (24) All cash from the lobby kiosk and booking kiosk will be the responsibility of the City of Anderson Detention Center.
- (25) Ability to add an additional convenience fee to the lobby kiosk to belong to the city detention center should the APDDC desire to do so
- (26) Ability to have funds deposited to an inmate's account via internet on a real time basis
- (27) Ability to have funds deposited to an inmate's account via telephone on a real time basis
- (28) Ability to make deposits through a Booking kiosk when the inmate is processed
- (29) Ability for the inmates to purchase items other than commissary items, place commissary orders, ability to purchase phone time, write grievances, request and order sick call as well as read responses to grievances, requests and sick call on an ordering kiosk.
- (30) Ability to add additional subjects to grievances/request/sick call on the inmate ordering kiosk without the assistance of a programmer
- (31) Inmates have access to facility handbook via ordering kiosk
- (32) All kiosk are to be at no cost to the facility
- (33) Ability to direct grievances, requests, sick call any additional subject to the appropriate staff member or members for response
- (34) Ability to direct appeals to the appropriate staff member or staff members
- (35) Ability to place time limits on when a grievance may be appealed
- (36) Ability to change an inmate's pin number should the inmate's account be compromised
- (37) Ability to require inmates to enter their pin number and one other form of identification in order to

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access the ordering kiosk.

- (38) Ability to associate kiosk to a specific location limiting only inmates within that location using the kiosk
 - (39) Ability to freeze an inmate's account so nothing whatsoever can affect the inmates balance.
 - (40) Ability to freeze the inmate's account so the inmate is unable to order commissary
 - (41) Ability to shut down and restart kiosk through the Trust Accounting Software
 - (42) Ability to order items that are not included in the spending limit
 - (43) Ability to handle multiple cash drawers
 - (44) Must have release cards available for dispensing of inmate funds at no cost to the Detention Center. Any hardware needed to provide release cards will be at no cost to the facility.
 - (45) Any updates made to the Inmate Trust Accounting that may be beneficial to the detention center are to be at no charge
18. Opening of bids to be considered a public gathering.
- A. The bid opening session will be a public event.
 - B. Although for logistical purposes, or purposes of convenience, a private and/or semi-private area of the City of Anderson Police Department or other city-owned property may be selected and/or utilized for bid openings, bidders must understand and agree that for purposes of applicable state law, the opening of the bids will be considered a public gathering and all state laws that apply to public gatherings will apply.
19. If selected, the vendor's bid will be subject to public review.
20. Transfer of Contract.
- A. Vendor is restricted from transferring, selling, sub-contracting or re-assigning the contract in any manner to any other contractor, sub-contractor, entity, company, corporation, partnership, person or vendor. If a vendor desires to be released from the contract, the vendor may be allowed by the agency to exit the contract but will receive no refund for any fees paid to the agency.
21. The City of Anderson Police Department is one of approximately 11 divisions within the City of Anderson, Incorporated and comprises approximately 152 (including part time) personnel out of an approximate 460 total city-wide personnel. As part of this RFP, if the City of Anderson Police Department selects a vendor, the same vendor may be used by any other city-owned division without the City of Anderson, Incorporated having to bid out those services during the active contract period. However, any agreement made by the City of Anderson Police Department with any vendor subsequent to this RFP does not automatically bind any other division of the city of Anderson, Inc. Furthermore, subsequent to this contract, if the same vendor is used by another division, the other individual division – or group of divisions - may elect to negotiate a separate & distinct agreement that is neither governed by the agreement made by the City of Anderson Police Department nor binding upon the City of Anderson Police Department.

III. Evaluation of Proposals

Interested vendors are requested to submit their proposals to the person listed and the address at the end of this RFP. The Agency will evaluate all proposals and determine which, if any, meet the stated needs. The Agency will make such determination and carefully consider the amount of the bid, but all vendors are hereby notified that the Agency is NOT REQUIRED to choose the highest bidder if it appears that the vendor does not have the ability to deliver the requested products and services in a timely manner or does not meet all of the requested specifications.

IV. Prohibition of Gratuities

It shall be unethical for any person to offer, or give, or agree to give any current or former Department employee, or for any current or former Department employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal thereafter.

V. Proposals Will be Judged by the Following Criteria:

Bid Amount

Responsiveness to this RFP.

Adherence to requirements as listed in this RFP.

Perceived ability of the proposal to meet the Agency's needs.

The Agency's prior experience with similar type projects from the vendor.

Demonstrated ability to meet project schedules.

Financial stability of the Proposer as evidenced by submitted financial data as required in the RFP.

Technical capability of Proposer to support software and commissary operations

Capabilities of the Inmate Trust Fund Accounting Software provided by Proposer and

Completeness of reporting and accounting capabilities

VI. Sealed Bids

In order to be considered, a proposal must be submitted to the official identified below not later than **12:00 noon e.s.t. on Wednesday, August 22, 2018**. The actual/physical bids must be "in-hand" by that time. **Postmarks do not count**. Bids will be opened on Thursday, August 23, 2018, at 10:00 AM e.s.t. in the roll call room (or similar location) of the City of Anderson Police Department at 401 South Main Street in Anderson, SC. Persons wishing to record an audio or audio/visual of the proceedings must bring their own equipment. Proposals received after the specified time will not be considered. The bid opening will be considered a public gathering and all state laws that apply to public gatherings will apply to that meeting.

This solicitation does not commit the Anderson Police Department to award a contract, pay any costs incurred in the preparation of a proposal, or to procure or contract for any goods or services. The agency reserves the right to accept or reject any or all proposals received as a result of this request, to negotiate with qualified vendors, or to cancel in part or in its entirety this proposal if doing so is in the best interests of the agency. While the bid amount is a determinate, the quality and comprehensiveness of a proposal shall weigh in the selection process. The final winning bid must be reviewed and approved by the City Attorney.

Subsequent to review, when a decision is made, the winning bidder and/or the winning bid may be listed on the agency's website.

VII. Pre-Proposal Meeting with Interested Parties

If interested parties desire a meeting with the agency to review the proposed Commissary areas, review the current selection of machines and products and/or to discuss the procedures necessary to prepare a proposal, the agency will be available on Wednesday, August 8, 2018 at 09:45. The City of Anderson Police Department is a secure facility.

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Interested parties should contact the person listed at the end of this RFP in advance for directions to a pre-determined meeting room. That meeting will be considered a public gathering and all state laws that apply to public gatherings will apply to that meeting. This will be the only pre-proposal meeting. Multiple vendors may be in attendance.

VIII. Bidder's Right to Appeal the Award

Vendor(s) who are not selected may appeal the award. Appeals must be received within fifteen business days of the public announcement of the award. Appeals must be addressed to the official designated at the end of this RFP. The appeal must state, in detail, the reasons for the appeal and be supported by reasoning that is quantifiable based upon this Request for Proposal(s).

IX. Required format for proposal

- a. Proposal (Page 1) must be submitted on your official company letterhead.
- b. Page 1 of the Proposal must be signed in blue ink by an individual who is authorized to bind the vendor.
- c. Page 1 of the Proposal must indicate that the proposal is firm for the duration of the contract period.
- d. Page 1 of the Proposal must reference "Commissary Services".
- e. **Page 1 (from the vendor) must be the top page** and must contain an itemized listing of all item(s) quoted and an itemized listing of all services to be provided. **Page 1 must show the "bottom line" total bid for a year's worth of service that will be submitted to the agency.**
- f. The proposal must include a statement on **page 1** that **the agency will not be charged back for any costs incurred by the vendor for any reason.**
- g. The proposal must include a statement on **page 1** that **the vendor will submit payment no later than 15 days after the end of each month for all sales occurring within the contract period.**
- h. The immediate pages after page 1 shall include all pages in section II, *specifications*, of this bid request. **DO NOT REPRODUCE ANY PART OF SECTION II. PRINT AND USE THE SECTIONS EXACTLY AS WE HAVE WRITTEN THEM. ANY REVISION WILL VOID ANY CONTRACT SUBSEQUENTLY SIGNED.** Each numbered and lettered item such as 1, 2, 3, (1), (2), (3), A, B, C, (a), (b), (c), etc, and every heading, point or sub-point in section II should be marked immediately to the left of the number, letter, heading, point or sub-point with the words "Yes – Comply" if the bidder's product and/or service complies with that particular spec. If the bidder does not comply and/or if the bidder is unsure, it should be marked "No". Each page of section II must then be stamped or otherwise titled in ink at the top/center of the page immediately under the header with the name of the bidding company as listed on the letterhead as required in IX-a and signed and dated in blue ink in the top right-hand corner by the authorized company representative who signed page 1. Any section left unmarked (with either a "Yes – Comply" or a "No") or if it is unclear to which heading, number, letter, point or sub-point to which a "Yes" or "No" refers, will be considered as not meeting that particular spec.
- i. Proposals will be considered complete as submitted.
- j. Proposal must state that the items will be set up & operational by the start of the contract period.
- k. Proposal must state that vendor assumes all liability for all charges including but not limited to taxes, shipping charge(s) to & from the agency and refunds.
- l. Proposal must be exact and free of any and all ambiguity as related to products, service and delivery.
- m. Proposal must indicate the relevant Product Manufacturers. This should be included immediately after section II. The literature should cross-reference to which heading, point, sub-point, number or letter in section II it refers and notes in the margins of section II next to the particular heading, point, sub-point, number or letter should also refer to the included literature.
- n. **Emailed and/or faxed proposals will not be accepted.** Everything that the bidder wishes for the agency to consider must be included in the bid package.
- o. Proposals should be transmitted via FedEx, United States Postal Service, United Parcel Service, or other relevant mailing concern that ships "hardcopy" paperwork. Bidder can ask for a delivery receipt. However, approximately 5 days after transmitting the package (but prior to the due date), bidder should email the official listed below for confirmation that the package has arrived.
- p. Proposals must be submitted in a sealed envelope/container addressed to:

Captain Doyle Carpenter / Commissary FY19
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