

FY25-01

SOUTHSIDE REGIONAL JAIL AUTHORITY

REQUEST FOR PROPOSALS

FOR

INMATE COMMISSARY SERVICES

ISSUED

October 28, 2024

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REQUEST FOR PROPOSAL

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INMATE COMMISSARY SERVICE SPECIFICATIONS

PURPOSE

This document constitutes a **Request for Proposals (RFP)** from qualified individuals or organizations to provide commissary services for the inmates incarcerated or housed in the Southside Regional Jail Authority (hereinafter “Authority” or “SRJA”).

I. BACKGROUND

Commissary services are to be provided from the vendor’s offsite warehouse. Inmates may purchase goods from the commissary at least once a week. All sales are made via inmate telephone. Goods must be packaged and delivered back to the facility the next business day in the same companies’ truck.

It is the goal of the SRJA to contract these services out to a private firm. For the right to provide these services, the firm would pay the SRJA an agreed upon percentage of commission.

II. SCOPE OF SERVICES

A. General Requirements:

Vendor shall provide all effort and materials necessary to provide commissary services to the inmates incarcerated in the Southside Regional Jail (hereinafter “Jail” or “Facility”), which is owned and operated by SRJA. Said services shall be provided to the inmates once weekly.

Performance of said services requires Vendor to be responsible for the operation of the inmate commissary. Vendor shall establish proper operational procedures to ensure efficient, effective and accountable operation of the canteen. Vendor shall strictly adhere to the SRJA rules; regulations and guidelines.

B. Specific Requirements:

1. Contract Schedule

The contractor will begin services within 30 days of the award or as soon thereafter as possible. The initial contract term shall be five (5) years with two (2) renewable one (1) year terms, which the parties may agree in writing to execute.

III. PRICING

- A. All prices in Contractor's proposal (hereinafter referred to as "base prices"). Jail reserves the right of final approval of any price increase for any item. Prices for the contract items may not be higher than a comparable item offered for retail sale in the local area. Selection and variety may be adjusted as mutually agreed upon by the parties. *All price increases must be approved by the Jail Superintendent.*

IV. INVENTORY

- A. Vendor shall stock the commissary with a large selection of items and quality products. The facility shall approve all items carried in stock. For Vendor's reference, an order form listing the items stocked in the canteen is included herein as Exhibit A. INCLUDE WITH RFP, CURRENT FACILITY MENU.
- B. Vendor shall maintain ample stock of goods to assure successful operation of canteen. We require every order to be filled. No shortages, no substitutions.
- C. Vendor must provide name brand products. Private label brands will not be considered.
- D. Vendor must provide a variety of name brand candy bars for sale on the commissary menu.
- E. Purchase and payment for inventory shall be the sole responsibility of Vendor.
- F. No changes are to be made to the commissary menu without facility consent.

V. COMMISSARY OPERATIONS

- A. All sales of goods shall be generated from the inmate telephones. Posted menus shall show items available and their current prices. Menus shall be posted beside the inmate telephones.
- B. Inmates shall enter the requested items into the telephone. The system will inform the inmate of their account balance available for commissary purchases, if the inmate has sufficient funds available; the accounting program will update the inmate's account during the transaction, real time.
- C. After all the inmate orders have been processed, they will be downloaded to the contractor's off-site warehouse facility located within ninety-five (95) miles of the Jail.
- D. Vendor will then be responsible to package inmate orders in heat sealed, clear plastic bags and loaded into carts according to cell block or pod arrangement. Carts are then delivered to the facility for next day distribution in a company owned truck.

E. Vendor staff will distribute commissary orders to the inmate population.

VI. WELFARE ITEMS

A. The Vendor shall issue to the indigent inmates who have less than the equivalent of five first class stamps in their account for more than 15 days an indigent kit package. The package shall consist of items deemed necessary for the welfare of the inmates by the facility. Indigent kits may be distributed at Facility's discretion

VII. FACILITY'S OFFICE RESPONSIBILITIES

A. Provide access to the Facility's computer, which includes terminals and access to inmate's accounts, allows deducting the costs of commissary purchases from such accounts.

B. Enter in all inmate data, download orders to contractor's off-site warehouse. Vendor staff will distribute all packages to inmates.

VIII. VENDOR'S RESPONSIBILITIES

A. Purchase stock and sell all items listed on the menu.

B. Vendor will deliver commissary orders to the facility next day via a company owned truck.

C. Vendor will provide an off-site commissary operation.

D. Vendor staff will distribute commissary orders to the inmates of the Jail. All staff working on-site must first be approved and cleared by the facility.

E. Vendor will maintain a commissary order fill rate of 99%. Consistent shortages are unacceptable and may be grounds for contract termination.

F. Must operate a distribution center within ninety-five (95) miles of the Jail.

G. Vendor must present a back up plan in the event the current warehouse becomes inoperable. It is preferred that a back up warehouse is located within the state of Virginia.

H. Vendor must provide in-state technical support that can provide on-site support within 24 hours.

I. Secure and pay all Federal, states taxes and local licenses, permits and fees required for the delivery of commissary services. Such taxes and licenses shall be secured and paid for by the Contractor during the entire contract term.

J. Provide to the Facility's Office monthly reports on gross sales, line-item sales amounts, and number of welfare transactions.

- K. Keep full and accurate accounts of sales and other records related to the commissary services covered by this Agreement. All such records shall be retained by the Contractor for a period of three (3) years and may be audited by the facility at any time, during regular working hours.
- L. Interface with the facility's Jail Management Program.
- M. Attend meetings with Facility's staff when requested and meet at least once every three- (3) months with the Facility's liaison to review operations.
- N. All contractor employees are required to have passed drug-testing procedures and will have background checks done by the facility if necessary.
- O. Vendor must have retained the same ownership during the last five years.
- P. To eliminate any conflict of interest, if the vendor or the parent company of a bidding vendor is currently operating another service at the Jail, that vendor shall be eliminated from consideration.
- Q. Offeror shall provide one (1) booking managers at no expense to the Facility.
- R. Offeror must provide a website from which friends and family members can order commissary items for their inmate. Orders from the website must be delivered with the normal commissary.

IX. PROPOSAL REQUIREMENTS

All proposals are required to address the following in detail. To neglect any of the following requirements may result in your proposal to be disqualified. Vendor shall submit one original and three (3) copies of each proposal.

- A. General history and description of the Vendor's firm.
- B. Description of packing and boxing of inmate orders. Description of quality controls and procedures that enables company to fill all inmate orders completely and accurately.
- C. Description of delivery method to the inmates.
- D. Description of inventory control methods and standards.
- E. A sample menu of commissary items proposed by the Vendor to the inmates. Sample menu must show prices including sales tax.

- F. Include at least **eight (8) references** for provision of commissary services in detention facilities within the state of Virginia. Vendor shall include a listing of these references indicating facility location, name and telephone number of contact persons. References shall reflect current contracts.
- G. Any additional information about Vendor's firm or any other part of the submittal which would assist in evaluating the proposal.
- H. Proposed percentage of weekly sales that will be retained by the Facility as a commission.
- I. Profile and address of the management team that will oversee the operations and their experience with the facilities accounting program.
- J. A description of any business your company has lost in the past five years due to contract cancellations. Please explain.
- K. In the past three years, has your company been investigated by the Federal, State or local authorities? Please explain.

L. Submittal of proposals

1. Proposal shall be placed in a separate envelope or package and identified with the Request for Proposal's item number and the name and address of the Vendor.
2. An original and three (3) copies of each proposal shall be submitted. The original proposal should be clearly marked "ORIGINAL".
3. Proposals shall be received and time stamped in the office location described below no later than 3 P.M. local time, November 18th, 2024. Proposals received after that time will not be considered and will be returned unopened to the Vendor.
4. Issuing Office: Southside Regional Jail, Attention: Lt. Col. Aretha Pegram, 244 Uriah Branch Way, Emporia, VA 23847.
MARK ENVELOPE: INMATE COMMISSARY SERVICES
5. Proposals received by telephone or facsimile shall not be accepted.

M. Examination

Vendor shall carefully examine the specifications.

A. Questions

1. Submit questions about the specifications in writing via email to the issuing office no less than five (5) working days prior to the closing date of the Request for Proposal. Questions can be sent to Colonel A. Johnson (johnsona@telpage.net) or Lt. Col. A. Pegram (arobinson@telpage.net).
2. Necessary replies will be issued to all Vendors of record as addenda, which will become part of the contract documents.
3. Oral instructions do not form a part of the proposal documents.
4. Vendor shall check with the issuing office with-in forty-eight (48) hours prior to closing to secure any addenda affecting submittal.

A. Laws and Regulations

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

B. Conditions of Work

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

C. Anti-collision/Nondiscrimination Form

The attached anti-collusion/nondiscrimination form incorporated herein must be executed and returned with Request for Proposal documents to receive consideration. **ATTACH FORM IF REQUIRED**

D. Proposal Binding for One Hundred Twenty (120) Days.

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

E. Selection Process and Award

Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals, on the basis of the factors involved in the Request for Proposal, including price. Negotiations shall then be conducted with each of the offerors so selected. The offeror shall state any

exception to any contractual terms or conditions, including any liability provisions contained in the Request for Proposal in writing at the time of responding to such Request for Proposal if so requested by the public body. Such exceptions shall be considered during negotiation but shall not be used as a basis for scoring or evaluating which offerors are selected for negotiations. Price (Commission) shall be considered, but need not be the sole or primary determining factor. After negotiations have been conducted with each offeror so selected, SRJA shall select the offeror which, in its opinion, has made the best proposal and provides the best value, and shall award the contract to that offeror. Should SRJA determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror

The Southside Regional Jail reserves the right to accept or reject any or all proposals in whole or in part and to waive any informality in the bidding process. Further, the Southside Regional Jail reserves the right to enter into any contract deemed to be in its best interest.

X. GENERAL TERMS AND CONDITIONS

By submitting a proposal, offerors acknowledge and agree the incorporation of all General Terms and Conditions contained herein.

Worker's Compensation Insurance shall be in compliance with all states in which Provider does business, including coverage B Employer's liabilities in not less than the following amounts:

Bodily Injury by accident, \$100,000 for each accident;

Bodily injury by disease, \$500,000 policy limit;

Bodily Injury by disease, \$100,000 for each employee.

Public Liability Insurance in amount not less than \$1,000,000 for any occurrence involving bodily injury, and not less than \$1,000,000 for any occurrence involving property damage. This coverage shall include contractual liability, broad form property damage, independent Providers, and personal injury.

Automobile liability insurance in an amount not less than \$500,000 combined single limit bodily injury and property damage. This coverage shall include liability for the use of hired and non-owned vehicles.

The insurance specified herein shall name the Customer of Sussex as additional insured with regard to work performed under any subsequent contract. The policy(ies) shall provide that the Customer is to receive written notice by certified mail, sixty (60) days in advance of cancellation or alteration of the policy(ies). Provider shall provide the Customer with copies of certification of insurance coverage and proof of payment of all premiums.

Ethics in Public Contracting. Provider hereby certifies that it has familiarized itself with Article 6 of Title 2.2 of the Virginia Public Procurement Act (Va. Code §2.2-4367 et seq.), and that all amounts received by it, pursuant to this procurement, are proper and in accordance therewith.

Partial Invalidity. Neither any payment for, nor acceptance of, the whole or any part of the services by the Customer, nor any extension of time, shall operate as a waiver of any

provision of this contract, nor of any power herein reserved to the Customer, or any right to damages herein provided, nor shall any waiver of any breach of any contract be held to be a waiver of any other or subsequent breach. Failure of the Customer to require compliance with any term or condition of any contract shall neither be deemed a waiver of such term or condition nor a waiver of the subsequent enforcement thereof.

Attorney Fees. In the event of any action brought by either party against the other to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions hereby created, each party shall be responsible for its own attorney fees.

Nondiscrimination. During the performance of this contract, the Provider agrees:

(a) not to discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Provider. Notices setting forth the above language shall be posted in conspicuous places, available to employees and applicants for employment.

(b) The Provider, in all solicitations or advertisements for employees placed by or on the Provider's behalf, will state that such Provider is an equal opportunity employer.

(c) Notices, advertisements, and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the above requirements.

(d) The Provider will include the provisions of paragraphs (a), (b) and (c) in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

Drug-Free Workplace. During the performance of this contract, Provider agrees to:

(a) provide a drug-free workplace for Provider's employees;

(b) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Provider's workplace and specifying the actions that will be taken against employees for violations of such prohibition;

(c) state in all solicitations or advertisements for employees placed by or on behalf of the Provider that the Provider maintains a drug-free workplace; and

(d) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

During the performance of this contract for goods or services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

Compliance with state law; foreign and domestic businesses authorized to transact business in the Commonwealth; provision of SCC Identification Number.

Provider, whether organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth of Virginia as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law. Provider shall provide the Customer with its State Corporation Commission Identification Number.

If Provider is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law, Provider shall provide the Customer with a statement describing why it is not required to be so authorized.

Failure to comply with this provision shall result in the Provider not receiving an award of this Agreement unless a waiver of this requirement is granted by the Customer Administrator. Provider shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of this Agreement, and such failure to comply with this provision may result in the Customer voiding this Agreement as authorized by Section 2.2-4311.2 of the Code of Virginia.

Compliance with federal, state, and local laws and federal immigration law. Provider shall not during the performance of this Agreement knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

A. Severability

In the event any provision of this Agreement is held to be unenforceable for any reason, the un-enforceability thereof shall not affect the remainder of the Agreement which shall remain in full force and effect and enforceable in accordance with its terms.

CHOICE OF LAW AND VENUE; NO ARBITRATION OR MEDIATION

This AGREEMENT between the PARTIES evidenced hereby, shall be deemed made in the Commonwealth of Virginia, and shall be construed and interpreted solely in accordance with the laws of Virginia. Venue for any action arising hereunder shall be in the Circuit Court for the County of Greensville, Virginia. Nothing under this AGREEMENT shall be subject to arbitration or mediation, and any references to arbitration or mediation are expressly deleted from this AGREEMENT. CONTRACTOR and [NAME OF AGENCY] hereby waive any and all rights to arbitration under the laws of Virginia, the United States, or otherwise.

INDEMNIFICATION

CONTRACTOR shall save, defend, hold harmless and indemnify [NAME OF AGENCY], and all of its officers, departments, agencies, agents, and employees from and against any and all claims, losses, damages, injuries, fines, penalties, costs (including court costs and attorneys' fees), charges, liability, or exposure, by reason of property damage or personal injury to any person, including CONTRACTOR'S employees, of whatsoever nature or kind to the proportionate extent arising out of, as a result of, or in connection with such performance caused by the negligent actions or omissions of CONTRACTOR, its employees, agents, subcontractors, or representatives. Without in any way limiting the foregoing, CONTRACTOR and its subcontractors shall maintain public liability and property damage insurance as provided in Exhibit 3 and shall maintain Workman's Compensation insurance as required by law covering all employees performing under this AGREEMENT.

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

1. The Contractor will not discriminate against any employee or applicant for employment due to race, religion, color, sex, national origin, age or handicap, except where religion, sex, national origin or age is a bona fide occupational qualification reasonably necessary to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination disclosure.
2. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor will state that such Contractor is an equal opportunity employer.
3. Notices, advertisements, and solicitations placed in accordance with federal law, rule or regulations shall be deemed sufficient for the purpose of meeting the requirements of this section.