

REQUEST FOR PROPOSALS
INMATE COMMISSARY SERVICES
AT THE NEW HANOVER COUNTY DETENTION FACILITY
RFP 15-0238



COUNTY COMMISSIONERS

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NEW HANOVER COUNTY, WILMINGTON, NC

REQUEST FOR PROPOSALS

INMATE COMMISSARY SERVICES

AT THE NEW HANOVER COUNTY DETENTION FACILITY

RFP # 15-0238

Sealed proposals addressed to Lena L. Butler, Purchasing Supervisor, 230 Government Center Drive, Suite 165, Wilmington, North Carolina 28403 and marked “**INMATE COMMISSARY SERVICES-RFP # 15-0238**” will be accepted until **3:00 P.M. EST, MONDAY, FEBRUARY 23, 2015**.

A tour of the facility will be held for all Vendors; attendance is *optional*. This tour is scheduled for 2:00 PM, Thursday, January 22, 2015 at the New Hanover County Detention Facility, 3950 Juvenile Center Rd., Castle Hayne, NC 28429. Following the tour, Vendors are instructed to submit questions related to the tour in writing to lbutler@nhcgov.com.

Submitted proposals are not subject to public inspection until a contract is awarded and executed. Proposals will be evaluated and bidders may be requested to provide a demonstration of their proposed products and services offered.

Instructions for submitting proposals and complete requirements and information may be obtained by visiting the County’s website at <http://www.nhcgov.com/business-nhc/bids>.

New Hanover County reserves the right to accept or reject any or all proposals and to make the award which will be most advantageous to the County.

Lena L. Butler, Purchasing Supervisor
New Hanover County
(910) 798-7190

Published: Tuesday, January 13, 2015

Section 2 Instructions and General Conditions

2.1 Schedule

Advertisement	<i>Tuesday, January 13, 2015</i>
Facility Tour	<i>Thursday, January 22, 2015 at 2:00 PM 3950 Juvenile Center Rd. Castle Hayne, NC 28429</i>
Deadline for Questions	<i>Friday, January 30, 2015 at 5:00 PM</i>
Response to Questions	Friday, February 6, 2015
Deadline for Receipt of Proposals	<i>Friday, February 27, 2015 at 3:00 PM</i> New Hanover County Finance Department 230 Government Center Drive, Suite 165 Wilmington, NC 28403
Proposed Date of Award	<i>Monday, April 20, 2015</i>

2.2 Bidder Instructions

2.2.1 Proposals should be submitted as a document set, containing **one clearly marked original** and seven (7) additional copies as well as a CD. Submit proposals in a sealed envelope properly marked **"INMATE COMMISSARY SERVICES RFP # 15-0238"** and address to the County at the following address:

New Hanover County Finance Department
Attn: Lena Butler, Purchasing Supervisor
230 Government Center Drive, Suite 165
Wilmington, NC 28403

2.2.2 No telephone, electronic or facsimile proposals will be considered. Proposals received after the time and date for closing will not be considered.

2.2.3 Submitted proposals are not subject to public inspection until a contract is awarded and executed. Proposals will be evaluated and bidders may be requested to provide a demonstration of their proposed products and services offered.

2.2.4 After the bid issue date, all communications between the County and prospective Bidders regarding this bid request shall be in writing. Any inquires, requests for interpretation, technical questions, clarification, or additional information shall be directed to **Lena Butler, Purchasing Agent** by emailing lbutler@nhcgov.com or faxing (910) 798-7806. All questions concerning this proposal shall reference the section number and page. Questions and responses affecting the specifications of the bid will be provided by issuance of an Addendum. **All questions shall be received no later than 5:00 P.M., EST, Friday, January 30, 2015.**

A tour of the facility will be held for all Vendors; attendance is *optional*. The tour is scheduled for 2:00 PM, Thursday, January 22, 2015 at the New Hanover County Detention Facility, located at 3950 Juvenile Center Rd., Castle Hayne, NC 28429. Following the tour, it is requested that Vendors submit questions related to the tour in writing to lbutler@nhcgov.com.

- 2.2.5** The deadline for receipt of all proposals is **Friday, February 27, 2015 at 3:00 PM, EST**. Any proposals received after the scheduled closing time will not be accepted.
- 2.2.6** New Hanover County reserves the right to allow or disallow minor deviations or technicalities should the County deem it to be to the best interest of the County. New Hanover County shall be the sole judge of what is to be considered a minor deviation or technicality.
- 2.2.7** The County reserves the right to conduct discussions with bidders, and to accept revisions of proposals, and to negotiate price changes. During this period of discussion, the County will not disclose any information derived from proposals submitted, or from discussions with other bidders.
- 2.2.8** Once an award is made, all proposals become public record and will be disclosed upon request. According to General Statutes 132 - 1.2, trade secrets contained in a bid may be kept confidential if the bidder, at the time the bid is submitted, designates the secret and requests that it be kept confidential. This right of privacy will be construed as narrowly as possible to protect the interests of the vendor while attempting to maximize the availability of information to the public.
- 2.2.9** Bidders may withdraw or withdraw and resubmit their bid at any time prior to the closing time for receipt of bids. **NO** bid may be withdrawn after the scheduled closing time for receipt of bids for a period of ninety (**90**) days.
- 2.2.10** Vendors submitting proposals which meet the selection criteria and which are deemed to be the most advantageous to the County may be requested to give an oral presentation to a selection committee. The Detention Facility will do scheduling of these oral presentations.
- 2.2.11** The award will be made to the responsible bidder whose proposal is determined to be the most advantageous to the County based on the evaluation factors set forth in this Request for Proposal. Although price will be considered, it will not be the sole determining factor.
- 2.2.12** Proposals must be signed by an authorized individual of the firm. **Proposals that are not signed will be rejected.**
- 2.2.13** The County reserves the right to reject any or all proposals or any part thereof, or to accept any proposal, or any part thereof.
- 2.2.14** The successful vendor is expected to enter into a contract with the County.
- 2.2.15** Unless specifically stated to the contrary, any manufacturer's names, trade names, brand names or catalog numbers used in the specifications of the Request for Proposal are for the purpose of describing and /or establishing the quality, design and performance required. Any such reference is not intended to limit or restrict an offer by any bidder and is included in order to advise the potential bidder of the requirements for the County. Any offer, which proposes quality, design, or performance, will be considered.

- 2.2.16** Any person, firm, corporation or association submitting a proposal shall be deemed to have read and understood all the terms, conditions and requirements in the specifications and/or scope of work.
- 2.2.17** All proposals and accompanying documentation will become the property of New Hanover County at the time the proposals are opened.
- 2.2.18** The County is exempt from and will not pay Federal Excise Taxes or Transportation Taxes.
- 2.2.19** If the Vendor is required to charge North Carolina sales tax on bidder's sales, bidder shall not include it as part of the bid price. The County will pay North Carolina sales tax over and above bid prices when invoiced.
- 2.2.20** The Vendor's products, service and facilities shall be in full compliance with any and all applicable state, federal, local, environmental and safety laws, regulations, ordinances and standards or any standards adopted by nationally recognized testing facilities regardless of whether or not they are referred to in the bid documents.
- 2.2.21** Failure to comply with these provisions or any other provisions of the General Statutes of North Carolina will result in rejection of bid.
- 2.2.22** Vendor shall maintain insurance from companies licensed to write business in North Carolina, with an A.M. Best rating of A or higher, and acceptable to New Hanover County, of the kinds and minimum amounts specified below: **(INCLUDE PROOF OF INSURANCE WITH PROPOSAL)**

Certificates and Notice of Cancellation. Before commencing any work or services, Vendor shall procure insurance in Vendor's name and maintain all insurance policies for the duration of the Contract of the types and in the amounts listed in the Contract. The insurance shall provide coverage against claims for injuries to persons or damages to property which may arise from operations or in connection with the performance of the work hereunder by Vendor, its agents, representatives, employees, or subcontractors, whether such operations by itself or anyone directly or indirectly employed by it.

Certificates shall indicate the type, amount, class of operations covered, effective date and expiration date of all policies, and shall contain the following statement:

"The insurance covered by this certificate will not be canceled or materially altered, except after thirty (30) days written notice has been received by County".

The Certificate of Insurance, naming New Hanover County as an additional insured, shall be further evidenced by an actual endorsement furnished to the County from the insurer within thirty (30) days of the signing of the contract between the Vendor and the County.

Workers Compensation and Employers Liability Insurance. Vendor shall maintain Worker's Compensation as required by the General Statutes of the State of North Carolina and Employer's Liability Insurance. The Employer's Liability, and if necessary, Commercial Umbrella Liability insurance shall not be less than \$5,000,000 each accident for bodily injury by accident, \$5,000,000 each employee for bodily injury by disease, and \$5,000,000 policy limit.

Commercial General Liability. Vendor shall maintain Commercial General Liability (CGL) and if necessary, Commercial Umbrella Liability with a total limit of not less than \$5,000,000 each occurrence for bodily injury and property damage. If such CGL insurance contains a general aggregate limit, it shall apply separately to this work or services, or the general aggregate shall be twice the required limit.

Automobile Liability Insurance. Vendor shall maintain Business or Personal Auto and; in necessary, Commercial Liability insurance with a limit of not less than \$5,000,000 each accident. Personal auto insurance may be accepted in lieu of Business Auto Insurance. Such insurance shall cover liability arising out of any auto, including owned, hired, and non-owned autos.

Cyber Liability Insurance. Contractor shall maintain cyber liability insurance in the amount of \$1,000,000 each occurrence and insuring against liability to cover expenses associated with data breaches, including: notification costs, credit monitoring, costs to defend claims by state regulators, fines and penalties and loss resulting from identify theft.

Section 3: Specifications

OVERVIEW

Through this Request for Proposal (RFP) the New Hanover County Detention Facility, hereinafter referred to as the Detention Facility, is soliciting proposals from experienced and qualified firms for a fully operational, flexible, secure and reliable inmate commissary system. The system will include a full range of services such as Inmate Accounting Software, Computer Hardware & Support, and Commissary Services for the inmates. Firms who submit a response to this RFP shall be responsible to submit technical and service solutions based on their programs that meet or exceed the goals and objectives herein.

DETENTION FACILITY DETENTION FACILITY TOURS

All prospective firms interested in touring the New Hanover County Detention Facility to view the Inmate Commissary Service location/installation may do so by contacting Captain M.W. Vincent at 910/798-4573 or Stephanie Robinson at 910/798-4169 to make an appointment.

BACKGROUND INFORMATION

The Detention Facility provides secure custodial services for pretrial and a minority of sentenced inmates. The Detention Facility has an average daily population of 568 and an estimated 11,800 bookings will occur this year. The current capacity is approximately 672 beds. It is anticipated that a high percentage of this population will utilize the commissary services on a weekly basis. The estimated average stay is 112 days.

Total sale of commissary goods (includes sales tax)

- 6/30/12-8/01/13 was \$504,636.
- 6/30/13-7/01/14 was \$511,852

The Detention Facility does not guarantee that sales, bookings, or population numbers will remain constant or increase.

The commissary shall operate in an efficient and effective manner in order to insure that the security of the institution is maintained; and, to obtain a quality Inmate Trust Fund Accounting System adequate to service inmate needs.

All costs related to the Commissary Operation are the responsibility of the Vendor. Costs related to the Inmate Trust Fund Accounting System will be covered by the price of the commissary products the Vendor charges the inmates. The Commissary Operation and Inmate Trust Fund Accounting System will not place additional cost responsibilities on the Detention Facility.

The Detention Facility will receive a return of profit to the Detention Facility for commissary sales. The price of commissary items shall be no higher than local retail prices.

PROJECT INFORMATION

Site Name, Address & Telephone	Average Daily Population	Inmate Beds	Workstation Quantity	Kiosks
New Hanover County Detention Facility 3950 Juvenile Center Road Castle Hayne, NC 29429 910/798-4176	568	672	5	12 for Housing Units 1 Lobby Kiosk

GENERAL REQUIREMENTS

All proposals submitted shall become property of the County. At the discretion of the County, firms submitting proposals may be required to make presentations as part of the evaluation process.

The County will not reimburse the respondents to this RFP for any costs associated with the preparation and submission of said proposals or in the preparation for and attendance at a presentation. The County reserves the right to request any firm submitting a proposal to clarify their proposal or to supply additional information necessary to assist in the County’s selection. All firms must be able to meet all of the requirements contained in this RFP as of the deadline for receipt of proposals.

All proposals shall include all of the information requested in this RFP and any additional data that the respondent deems pertinent to the understanding and evaluating of the proposal. The respondent should not withhold any information from the written response in anticipation of presenting the information orally, since oral presentations may not be solicited. All proposals shall meet, at a minimum, all criteria outlined in the following sections.

MINIMUM REQUIREMENTS

Installation Requirements

The Vendor will provide and install the proposed system, at no cost to the County, and provide all documentation for said system within 60 days of contract award and execution. The Vendor shall oversee and assist in the initial set-up of the proposed system.

Turnkey Installation - The Vendor shall be responsible for all costs associated with the inmate commissary system, including but not limited to, purchase of equipment (including but not limited to housing unit kiosks and lobby kiosk), installation, service, maintenance, data network, and day-to-day operations. The County shall have no responsibility for any costs associated with the system or the installation of the system. This includes any additional equipment associated with any future expansion of housing units while the contract is in effect.

The Vendor is responsible for determining all wiring and software requirements and costs associated with the conversion of service from the current inmate commissary system providers to the Vendor. The Vendor shall coordinate all details of switching out services with the current service provider with little or no down time during switch over. All information must be transferred from current provider in approximately the same format, i.e. haircut fee to haircut fee, showing all line items that were listed before. The Vendor will provide at no cost to the County training on the proposed system to members of the Detention Facility, Information Technology Department and Finance Department. The proposal must specify the scope and content of the training to be provided.

Service and Support Requirements

The Vendor shall be responsible for maintenance and support on a twenty-four (24) hour, seven (7) day per week basis. The Vendor shall respond, in person, to a telephone request for maintenance within four (4) hours after the initial notification.

The Vendor will describe, in detail, their company's service and maintenance program including remote access, diagnostics, downloading and trouble-shooting. Vendor should be capable of using a secure virtual private network (VPN) to diagnose and troubleshoot systems. All costs for maintenance, support, repair of all software and equipment will be borne by the Vendor, and will not be deducted from any commissions. During the term of any contract awarded as a result of the RFP, the Vendor agrees to provide maintenance to diagnose problems, determine proper solutions and provide:

- The implementation of any required solutions, changes, modifications, updates or other services which are necessary to allow the software, hardware and any other commissary equipment to perform in accordance with the specifications as set forth in the RFP.
- Upgrade the software and/or hardware to its required performance standards as required in the RFP.
- Support provided via an 800 number over which we speak with a person.
- The number of support facilities and their location.
- The number of employees and the percentage of total employees who provide technical support.

The Vendor shall provide effective training to the County as may be required by the County. This will include, but not limited to, training for Detention personnel in maintaining inmate accounts as necessary on Vendor's software and hardware.

The County shall not be responsible for damage to the Vendor's equipment occurring as a result of an inmate's use or vandalism of the equipment. The County will make reasonable efforts to prevent such acts.

The Vendor will provide a narrative description of standard operating procedures for normal system administration tasks specific to the Vendor's software. This description should include/identify any specialized technical skills that will be required by County personnel and recommended guidelines for file backup.

All software installed as part of this agreement, and all systems attaching to County communication services shall be free of viruses. The Vendor shall provide, document and comply with anti-virus software licenses and company virus scanning procedures to be followed by the Vendor prior to accessing/installing software within the County environment.

Remote access is to be coordinated through the County's IT Division. The Vendor is responsible for maintaining a dial-in service to appropriate systems.

When recommending or performing future software upgrades and/or fixes, the Vendor is responsible for informing County of potential impacts on existing hardware and operating system configurations. Specifically, the Vendor must notify the County in advance that software enhancements will require modifications to workstation configurations. Future software upgrades and/or fixes shall not adversely impact existing hardware/operating system configurations or operation.

Accounting Software Requirements

The Vendor shall provide a computerized Inmate Trust Fund Accounting Software System, adhering to generally accepted accounting principles and capable of being audited by the County. The Inmate Trust Fund Accounting Software System must be approved by the County Finance Director and IT Manager or their designees.

The Inmate Trust Fund Accounting System must include the following components:

1. Allow the Detention Facility to open an Individual Trust Fund, hereinafter referred to as the ITF, for an inmate and to enter into the computer system the amount of money in their possession by the ITF Administrator.
2. Must interface with the existing jail management system, hereinafter referred to as JMS, to show an individual inmate's account balance on their jail booking record.
3. Must track positive and negative balances through repeated incarcerations of the same inmate.
4. Allow the following transactions, at a minimum, to occur on the ITF:
 - a. Deposit funds to the account.
 - b. Issue checks from an ITF to the inmate.
 - c. Close an account with a detailed statement and pay the inmate's balance by check.
 - d. Account for commissary and other charges.
 - e. Process adjustments for commissary goods and other transactions.
 - f. Reopen an existing account, utilizing the same inmate system number after the account has been closed.
 - g. Ability to charge an inmate for fees and fund transactions (such as medical, dental and pharmacy); to apply payments to said fund balances; and to release an inmate with a balance due the County that can be maintained indefinitely.
 - h. Maintain an integrated checkbook that will allow checks to be written from an individual inmates ITF account or from the commissary fund balance.
 - i. Print a check registry by check number range or date range.
 - j. Provide an easy to operate commissary order entry method.
 - k. Ability for staff to review an individual inmate's order at a later date or time.
 - l. Ability to generate multi-part receipts.
5. The system must allow for the establishment of an ITF or other account to track debits and credits to the Trust Fund not directly related to an individual inmate (e.g., deposit of funds into the checking account to cover bank service charges).
6. The system must provide a series of reports as specified by the Detention Facility Administrator including, but not limited to: daily transaction summary report, detailed weekly invoices, cash reconciliation capabilities, proof of cash report, consolidated reports of commissary orders for verification of goods delivered, and the ability to detail the charges to inmates for services such as haircuts or medical expenses and a report of checks issued for submission to bank for positive pay procedures.
7. The system must have comprehensive CHECKBOOK management features including the ability to write a check crediting multiple ITF's for services (e.g., single check to hairstylist for haircuts to several inmates); void, correct, and add manually written checks; transaction verification; listing of deposits; and allow for adjustable entries. Additionally, the system must have the capability to print a check

registry based on multiple criteria which can be queried by Detention Facility staff. System should require inmate's authorization prior to funds being released, unless released to the inmate.

8. The system must provide a complete audit trail on all transactions.
9. The system must have a cash management system, complete with receipts, reports and an audit trail that will allow the County to efficiently account for cash transactions.
10. The County desires various levels of security be present in the software system (i.e., normal user, inquiry, managerial, auditing, and diagnostic). Specify the capability for different levels of security. These levels should have the ability to be customized by the County, including password control and tracking of transactions by individuals or stations.
11. Software updates must be provided free of charge to the County for the length of the contract.
12. The software shall be Microsoft Windows based with a relational database, preferably Microsoft SQL Server. The system shall have the capability to operate on a network of PC's with Microsoft Windows 7.
13. All hardware necessary for the performance of this contract will be provided by the Vendor for the length of the contract. Maintenance or replacement of said hardware shall be the responsibility of the Vendor. No third party involvement will be allowed.
14. Software must utilize an inmate system number for all inmate charges, not by name. The system must have the capability to track inmate transactions by a permanent number in order to recover past debts.
15. All data must be backed up and maintained on site. No offsite backups will be allowed to protect the sensitive nature of the information.
16. The Detention Facility operates a JMS program. The software must be able to separate out monies associated with the JMS program within individual ITF as required by federal guidelines associated with this program. Current software used at the Detention Facility is OSSI/Sungard.

COMMISSARY SERVICES

1. The Vendor shall provide commissary services to the inmates at least twice per week which may increase to three times per week.
2. The Vendor will supply sufficient personnel to deliver commissary orders to each housing unit. Commissary personnel will be required to obtain a signature on each order when delivered.
3. No items will be stored on site. The Vendor will provide approved commissary product delivery to the Detention Facility premises at least twice per week. The delivery schedule may be modified as the population increases or as negotiated by the Vendor and the Detention Facility.
4. Individual inmate commissary orders are to be delivered in heat sealed clear plastic bags. Each order should have two (2) copies of the order receipt sealed within the packaging. The receipt should contain the following information:

- a. Inmate Name
 - b. Inmate Location
 - c. Inmate System Number
 - d. Items and Quantity Ordered
 - e. Total of Order
 - f. Balance of Account after Order
5. The Vendor must be able to restrict commissary orders as to items and amount based on location and by inmate based on facility imposed restrictions as deemed necessary for the effective, safe, and secure operation of the Detention Facility and management of inmates.
 6. The Vendor and Detention Facility personnel will meet and mutually agree upon the items to be carried in the Commissary program. After the initial meeting, NO ITEMS are to be offered without the WRITTEN PERMISSION of the Detention Facility. It will be the responsibility of the Vendor to keep the Detention Facility current of new products that may be offered.
 7. The Vendor shall make commissary items available for purchase by all inmates including, but not limited to, hygiene products, writing materials, games, snacks, candies, and a limited selection of clothing items. No item may be deleted, or have a change in brands, packaging, or sizes without mutual agreement between the Detention Facility Administrator and Vendor.
 8. Items offered in the Commissary must meet the following specifications:
 - a. Food items shall be wrapped/packaged and dated for individual consumption.
 - b. All containers shall be made of unbreakable material and clear where available.
 - c. Combs and hair picks shall be made of unbreakable plastic and no longer than three (3) inches.
 - d. All consumable products shall be nonalcoholic (mouthwash, etc.)
 9. As part of the RFP process, the Vendor will submit a suggested menu of products with suggested retail prices that include the cost of all services and the percentage of profit to the Detention Facility to be realized by the sale of said items based on the suggested retail prices.
 10. The Vendor agrees in the event of a request for adjustment in any product unit price, the Vendor shall notify the Detention Facility in writing of the requested adjustment, the requested effective date, and provide justification of the requested adjustment prior to the requested effective date of the adjustment. The Detention Facility must agree in writing to any change in retail selling price, and/or change in any profit percentage, prior to a price adjustment going into effect.
 11. The Vendor shall maintain sufficient stock levels in order to limit shortages. The Vendor shall not substitute and shall have an order fill rate of greater than 98%. The population of the Detention Facility is not static and changes very rapidly. The Detention Facility requires a greater than 98% completed order percentage to reduce the number of credits and accounting problems, and for inmates that have been released during order processing. Back orders will not be allowed.
 12. After an initial start-up (3 month) period, failure to maintain a greater than 98% completed order percentage on an average basis may, at the Detention Facility's option, may be cause for cancellation.
 13. The Detention Facility reserves the right to determine the final retail selling prices of commissary items.
 14. The Vendor will provide special packages for inmates that are indigent or on Writ to the Detention Facility. The packages will contain pre-stamped envelopes, paper, pencil, soap, deodorant, toothbrush,

toothpaste and such items as agreed upon by the Vendor and the Detention Facility. The content of these packages is subject to change at the discretion of the Detention Facility. The packages will be ordered individually by the inmate each week.

15. The Vendor shall provide refunds for commissary products not delivered.
16. The Vendor shall submit an invoice on a weekly basis that will detail and total the amount of the inmate gross sales for the week.
17. The Vendor shall on a monthly basis submit a report of weekly sales for the previous month. A check will be issued weekly or monthly by the Detention Facility from ITF for goods received upon receipt and verification of the statement.
18. Gross (sales) receipts shall be construed to be all monies received from the sales of merchandise, products, or services, less any refunds, allowances, or adjustments for returns, defective or unsatisfactory merchandise, products, or services. These items must be detailed on a report to accompany the weekly sales invoice. This weekly report will include that week's completed order percentage (fill rate).
19. The Vendor will make phone cards available for purchase. This must be worked out with the current inmate phone service provider.

COMMISSION STRUCTURE

1. In exchange for the right to provide commissary services to inmates of the Detention Facility, Vendor shall be responsible for all costs associated therewith.
2. The costs related to the Commissary operation and the Inmate Trust Fund (ITF) Accounting System) are the responsibility of the Vendor and are to be covered in the selling prices of the commissary products to the inmates. Additionally, the Commissary operation shall provide a return of profit to the Detention Facility.
3. The Detention Facility shall receive monthly commissions from the Vendor based on monthly net sales less any refunds, allowances, or adjustments for returns and services related to the ITF Accounting System. The vendor must provide the formula used in determining net sales to the Detention Facility.
4. Commissions must be paid monthly to the Detention Facility or as mutually agreed in writing.
5. The Vendor may submit any other pertinent information that will assist the Detention Facility in evaluating the potential revenue and benefits for their proposal. This may include additional features or capabilities available by virtue of the commissary and/or ITF Accounting systems installation. All costs should be detailed for each additional feature.

HARDWARE, SOFTWARE AND EQUIPMENT

This Request for Proposal only specifies certain details. It leaves some areas open so that your company can propose to us how you can accomplish our needs, etc. However, we would like to clarify our Hardware and Software needs, and other proposal clarifications.

Hardware: Preference will be given to proposals that allow the Detention Facility to run Vendor's ITF Accounting System Software and Detention Facility's JMS along with other software programs on our existing workstations. Work space is limited and the Detention Facility prefers to have one computer at each workstation location. The total number of workstations will be twelve (12) kiosks in the housing units, one banking kiosk in the public lobby, and access to the ITF on at least 5 administrative computers.

Software: Vendor must supply software licensed on at least five (5) workstations, twelve (12) kiosks, and one (1) lobby kiosk/banker. However, this need could also increase over time. Please indicate in your proposal whether your software can be minimized in a Windows environment and if it has the ability to allow for toggling between programs or would it have to be entirely closed down before another program could be opened.

Equipment:

1. All commissary equipment provided shall be new and completely operational at cutover.
2. Inmate kiosks will initially be capable of providing the following information to the inmate: Current balance, Account history (including all past transactions), Commissary order entry (kiosk must be bilingual), Static page for facility to post information, and grievance capabilities.
3. All inmate kiosks shall be indestructible type kiosks suitable for use in a detention facility, tamperproof, with steel encased housings and shockproof keypads. All kiosk instruments shall be waterproof and fireproof. All inmate kiosks will be mounted firmly to the wall including cabling to support the kiosk. Mounting will be done in a secure manner and approved by the Detention Facility Administrator.
4. The Vendor will be required to work with the Detention Facility to develop other uses for the kiosk in the future (ex: schedule medical appointments, visitation, programs and other opportunities available to inmates, etc.)
5. The Vendor must design, engineer, write, own, install, and support its software and kiosks. None of these factors can be performed, supported, or owned by a third party.
6. Technical and kiosk support must be provided at no additional charge by the Vendor's dedicated technical staff, 24 hours per day, and 365 days per year via an 800 phone line that reaches a live person.
7. Installations, training, and technical support must be provided by the Vendor's dedicated technical staff and may not be provided by a third party.
8. The Vendor owned commissary software must be directly linked to the Vendor's host billing system so that purchases and credits posted in the commissary software will automatically generate the Vendor invoices and credits.
9. In the event the Detention Facility will require integration with a 3rd party's software, the Vendor must pay for said integration with the 3rd party if and when required by the Detention Facility.
10. Provide previous experience in successfully integrating with JMS including details on the process and level of integration. Provide a list of JMS it is capable of integrating with.
11. Describe the evolution and provide a timeline in its software development.
12. The operating system should be based on Microsoft Windows.
13. Describe the types of databases used for the backend systems.
14. Describe the typical server configurations including preferred provider.
15. Primary servers should be housed at the Detention Facility or IT.
16. System should be capable of working in a clustered environment.
17. Diagram system components as they would work best with one another including a clustered environment.
18. System components should be able to work while segmented across multiple network plans so that inmates and public users are separate from backend system components.
19. Backups will be performed on the system daily and will require open file backups.
20. Discuss the client configuration including whether it is a thick client or web-based.
21. All transactions must include an audit trail.
22. The audit trail should not be alterable by any person.

23. Data fields should be customizable to meet our business needs.
24. Code table data behind drop down fields should be customizable to meet our business needs.
25. Discuss how and when we receive major and minor upgrades.
26. Upgrades should be included within a maintenance contract at no additional cost.
27. System upgrades should be fully tested and Quality Assured prior to installation on our production servers.
28. Discuss how logins are created for system users other than inmates.
29. Logins should fit into certain user-defined roles that might include administrator, accountant, public user, inmate, etc.
30. Identify which fields are typically pulled or updated from and to the JMS.
31. Discuss how training is held for Detention Facility employees.
32. There should be a web-based, view only feature included with the system.
33. All upgrades or system changes will flow through a change control process in which the Vendor provides information on specific changes and provides a back out plan.
34. There should be **no cost** to integrate with a JMS including any cost charged by JMS Vendor.
35. Training should be provided to County IT to provide first line of support for system.

DIRECT DEPOSIT SERVICES

1. The Vendor must provide technology, free of charge, which allows family members and friends to deposit money into an inmate's account by these four methods:
 - a. Secure Website (credit/debit card, check) (Website security will be industry standard)
 - b. 24 hour call center/toll free number (credit/debit card, check)
 - c. Lobby Kiosk
2. All deposit methods must be linked with the Vendor's software and JMS so that the deposits are electronically transferred on a real-time basis to the inmate's account.
3. Vendor must provide the Detention Facility a password and username to securely access the online interface. This access must allow the facility to perform the following functions:
 - a. Facility to view and cancel incoming payments
 - b. Download payment files
 - c. Download monthly reports
 - d. Investigate and supervise payments
4. Vendor must guarantee all payments, eliminating the County and the Detention Facility from liability for fraudulent or cancelled payments.
5. Vendor must provide primary, bilingual customer support for these services.
6. System will be available 24 hours, 7 days per week, and 365 days per year.

QUALIFICATIONS OF FIRM AND COMPLIANCE WITH SPECIFICATIONS

In order for a firm to be considered, they must demonstrate to the satisfaction of the Detention Facility the capability to fully perform the contract requirements in all aspects. Therefore, the firm must submit evidence and documentation of the ability to fulfill the requirements of this RFP.

1. FURNISH EVIDENCE of adequate financial resources:
 - a. Trade References from three sources
2. FURNISH EVIDENCE of the experience and proven capabilities to handle a contract the size and complexity of the Detention Facility, to include but not limited to any or all of the following:
 - a. At least three (3) References from correctional facilities similar in size or larger,

- b. References from all current clients in surrounding states.
 - c. References should also include the number of kiosks, what the facility uses the kiosks for, and length of time the kiosks have been up and operational.
 - d. Provide information on the History and Accomplishments of the firm with regard to providing commissary and trust fund accounting system responsible staff, job descriptions, and written work plan that demonstrates the ability of the Vendor to fulfill the requirements of this RFP
3. FURNISH EVIDENCE of the ability of the firm to comply with the computerized ITF accounting system requirements to include, but not limited to, any or all of the following:
- a. References from correction facilities where the proposed system has been installed and operating. Preference will be given for furnishing evidence that the system has been installed and operating for at least two years.
 - b. A written statement of the ability of the proposed software to fulfill each component specified in this RFP.
4. SOFTWARE EVALUATION – A firm must demonstrate the following to qualify for award.
- a. Software evaluation must be completed subsequent to the opening of the RFPs. The selection committee will arrange with the Vendors to successfully demonstrate the capabilities of the software as a component of the selection process. The firm must demonstrate the ability of the software to interface with the Detention Facility’s existing JMS.
 - i. Software will be able to accept new inmate data from the Detention Facility’s JMS so that the Detention personnel will not have to double enter the inmate’s information. The Vendor’s software may connect to the Detention Facility’s database (SQL Server) via native or ODBC connection and extract the data directly.
 - ii. Software will provide a means to inform the booking officer (via JMS) if the inmate that is being booked has a balance (+ or -) from past bookings.
 - iii. Software will allow the Detention Facility’s system to inquire into their database in real-time to find an inmate balance to be displayed on the JMS.
 - iv. It will be the responsibility of the Vendor to convert the data from the existing third party commissary system to Vendor’s system.
 - b. Documentation of the ownership of the software and/or the ability of the firm to license use of the software to the Detention Facility at the firm’s expense.
 - c. Explanation of how the firm will provide technical support for the software.
 - d. Demonstrate the ability to carry over positive and negative balances from repeated bookings of the same inmate.
 - e. Ability to merge accounts if it is found that there are more than one account for the same inmate.
5. FURNISH EVIDENCE of the ability of the firm to comply with the following commissary operations of this RFP:
- a. Submit an installation time line and operating plan for the Detention Facility.
 - b. Submit a written plan for sales and service, through the commissary operation, to the inmates.
 - c. Submit evidence of the necessary organizational experience, accounting, operating and technical expertise, to perform this contract.
 - d. The ability to meet the No Substitution and 98% order fill rate requirement of this RFP.
 - e. The ability to begin operation on **September 1, 2015**.

EVALUATION AND SELECTION PROCESS

- 1. All proposals will be reviewed by an evaluation committee comprised of County personnel. Each evaluation criteria has been given a percentage based on its relative value to the scope of work as a whole. The criteria and each associated percentage are as follows:

- a. Corrections specific qualifications (documented) (25%)
 - b. Software evaluation (25%)
 - c. Commission Rates (20%)
 - d. Specifications requirements compliance (20%)
 - e. Completeness and quality of the proposal (5%)
 - f. Suitability of approach (work plan/approach) (5%)
2. Based upon review of the above factors, the highest rated proposals may be further evaluated through firm presentations and/or site visits at the discretion of the Selection Committee, with an additional ten percent (10%) weight applied to the evaluation total.
3. Selection Process
- a. The Selection Committee may arrange for discussions with proposers, if required, for the purpose of additional clarifications.
 - b. The Detention Facility reserves the right to conduct background checks of any proposer under consideration for this contract.
 - c. The Selection Committee will make a final selection and recommendation to the New Hanover County Purchasing Supervisor. The Purchasing Supervisor will prepare the necessary paperwork for approval of award by the Board of Commissioners. After award by the Board of Commissioners, the firm will enter into a contract similar to the document attached hereto and incorporating the terms and conditions of this Request for Proposals document and the response of the firm.

TERMS OF AGREEMENT

1. The initial agreement as a result of this RFP shall commence on **September 1, 2015** and will terminate **August 31, 2018**. By mutual agreement, the term of this Agreement may be renewed for two (2) additional periods, one (1) year each on the same terms and conditions, unless terminated in writing by the County on or before July 1st of the current contract period. Either party may terminate this Agreement without cause at any time by giving ninety (90) days prior written notice to other party.
2. Commission rates paid to the Detention Facility proposed and accepted shall be valid for the initial and all renewal periods of the Agreement. Any subsequent commission rate changes must be requested in writing, with justification, and be accepted by the Detention Facility prior to implementation.
3. In the event this Agreement is terminated by either party, there shall be no disruption of service between the termination of the existing services and the implementation of an alternate commissary service. Vendor shall continue providing ITF and commissary services until a new Vendor is selected to provide commissary services.
4. This Agreement may not be assigned, in whole or part, without the express written consent of the Detention Facility Administrator.

PERIOD PROPOSALS SHALL REMAIN VALID

All proposals shall remain firm for Ninety (90) days after the date specified for receipt of proposals.

CONTRACT ADMINISTRATION

This contract will be administered by the New Hanover County Sheriff or his designee.

NOTIFICATION OF AWARD AND CONTRACT NEGOTIATION PROCESS

Each firm submitting a proposal shall be notified in writing whether or not their proposal was successful.

RESTRICTION ON DISCLOSURE AND USE OF THE DATA

All proposals received are considered public record and available for public inspection after award of contract and execution. According to North Carolina General Statutes 132 - 1.2, trade secrets contained in a bid proposal may be kept confidential if the Vendor, at the time the proposal is submitted, designates the secret and requests that it be kept confidential. It is the responsibility to designate the confidential information. This right of privacy will be construed as narrowly as possible to protect the interests of the VENDOR while attempting to maximize the availability of information to the public.

ATTACHMENT A

Signature Sheet

I hereby certify that the information submitted by me/my company in response to this RFP true and accurate. I understand that New Hanover County has the right to reject any or all proposals or to waive minor irregularities when to do so would in the best interests of New Hanover County.

Name _____

Address _____

Phone Number _____ Fax Number _____

Email Address _____

Print Name _____

Signature _____ Date _____

ATTACHMENT B

CERTIFICATE OF NON-COLLUSION

STATE OF _____

COUNTY OF _____

AFFIDAVIT

The undersigned of lawful age, being first duly sworn, disposes and says:

That as a condition precedent to the award of the New Hanover County Detention Facility Commissary Service,

I _____ of _____

(Owner, Partner, Officer or Delegate) (Firm)

solemnly swear or affirm that neither I, nor to the best of my knowledge any member or members of my firm or company have either directly or indirectly restrained free and competitive bidding on this project by entering into any agreement, participating in any collusion, or otherwise taking any action unauthorized by New Hanover County, with regard to this Agreement or bidding process.

By: _____

Title: _____

Subscribed and sworn to before me this ____ day of _____, 2015.

By: _____

Notary Public

My Commission Expires _____

(Seal)