

COUNTY OF SUMTER

SUMTER COUNTY SHERIFF'S OFFICE



REQUEST FOR PROPOSALS

DETENTION CENTER for Commissary/Canteen Services

Deadline: May 21, 2018 2:00 p.m.

SUMTER COUNTY SHERIFF'S OFFICE

Request for Proposals (RFP) for Commissary/Canteen Services

A. SOLICITATION

- 1) Request for Proposals (RFP) for Commissary/Canteen Services at the Sumter County Sheriff's Office Detention Center located at 1250 Winkles Road, Sumter, SC 29153. As set forth in this RFP, "Contractor" or "Offeror" shall mean the entity submitting the proposal; "Contracting Officer" shall mean the Sheriff of Sumter County or his designee; Detention Center shall mean the Detention Center physical facility at 1250 Winkles Road, Sumter, SC, and/or its administrative staff or designee(s) as authorized by the Sheriff of Sumter County. All references herein to the Sheriff, Sumter County Sheriff's Office, SCSO, Sumter County, or the County shall mean the office of the Sheriff of Sumter County, S.C.

SCSO is accepting proposals for the provision of inmate commissary/canteen services at the Detention Center as set forth herein. Prospective Contractors who wish to submit a proposal are required to attend a walk-through of the facility as scheduled herein. Any answers to written questions submitted in accordance with schedule will be provided via email to all prospective contractors who attend the walk-through. SCSO reserves the right to provide a single answer to multiple questions that are similar in nature. If it becomes necessary to revise any part of the RFP, an amendment will be provided to all offerors who received the original Request for Proposal. The County shall not be legally bound by any amendment, interpretation or answer(s) to questions(s) that are not in writing.

The Sumter County Sheriff's Office (SCSO) is requesting **Proposals for Detention Center Commissary/Canteen Services** as set forth herein. Proposals shall be submitted as follows:

- To Sumter County Purchasing Director, 13 East Canal Street, Sumter, SC 29150.
- **Received** by Sumter County Purchasing by 2:00 p.m., May 21, 2018; Proposals received after the time set for closing will be returned unopened. Offerors mailing their proposal must allow a sufficient mail delivery period to insure timely receipt of their proposal. Neither SCSO nor Sumter County is responsible for proposals delayed by mail and/or delivery services of any nature. Untimely proposals will be returned unopened. At the time of closing of the solicitation, the proposals shall be opened and the names of the responding offerors shall be read aloud. Review, evaluation and award will subsequently be made in accordance with the provisions of this RFP.

- Clearly marked on envelope as “SCSO Detention Center Commissary/Canteen Services Proposal” and include the business name and address of the offeror.
- One (1) original and five (5) copies of proposal must be submitted. A proposal shall be made in the official name of the firm or individual under which business is conducted (showing the official business address) and must be signed in ink by a person duly authorized to legally bind the person, partnership, company, or corporation submitting the proposal.
- Offerors must clearly mark as "Confidential" each part of their offer which they consider to be proprietary information that could be exempt from disclosure under Section 30-4-40, Code of Laws of South Carolina, 1976 as amended (Freedom of Information Act). If any part is designated as "confidential", there must be attached to that part an explanation of how this information fits within one or more categories listed in Section 30-4-40. Sumter County reserves the right to determine whether this information should be exempt from disclosure and no legal action may be brought against Sumter County or his agents for its determination in this regard.

2) Schedule

April 27, 2018	Initial solicitation for RFP announced/posted
May 7, 2018	Mandatory walk-through at 2:00 p.m. at Detention Center, 1250 Winkles Road, Sumter, SC
May 11, 2018	Written questions must be submitted by 12:00 noon via email to: purchasing@sumtercountysc.org with copies to adailey@sumtercountysc.org and dmcghaney@sumtercountysc.org
May 21, 2018	Proposals must be received by 2:00 p.m. by Sumter County Purchasing Director, 13 East Canal Street, Sumter, SC 29150, ATTN: Bobby Galloway
May 21 - 25, 2018	Review of Proposals
May 31, 2018	Tentative Award Date
July 10, 2018	Services Start Date

B. INTENT AND SCOPE OF WORK

- 1) The goal of this RFP is to provide the highest level of service to the inmates and Sumter County Sheriff’s Office Detention Center ((hereinafter referred to as "Detention Center") with the least amount of support required by DETENTION CENTER staff. The primary scope of this contract consists of furnishing all

materials, labor, and equipment to operate an inmate commissary operation and administer the inmate financial accounts as described in this document. Sumter County Sheriff's Office is soliciting proposals from experienced inmate commissary service contractors to provide to the DETENTION CENTER a **full range of services including: Inmate accounting software, computer hardware and support, and commissary products for all inmates. To operate the commissary service program and the inmate accounting system in a cost effective manner and at no cost to the Sumter County Sheriff's Office.** We want to provide minimal staff to support the program.

- 2) The following objectives must be met for a contract to result from this process:
 - (a) To provide DETENTION CENTER with a computerized inmate accounting system that meets the specifications and addresses the accounting needs of the DETENTION CENTER. The contractor must support their own software. Technical support must be provided 24 hours a day, 7 days a week by the Contractor, with no third party involved.
 - (b) To acquire the computer hardware and necessary communication system to operate the inmate account system. The hardware shall be locally supported for periodic maintenance and technical support.
 - (c) To deliver high quality commissary services to the inmates of the DETENTION CENTER. The contractor will provide delivery within 24 hours of receipt of order. Commissary service shall be provided from a secure off premises service center.
 - (d) To maintain an open collaborative relationship with the administration and staff of DETENTION CENTER as well as any other agencies and departments.
 - (e) To maintain a market price philosophy with regards to the retail selling price of the commissary items (no price should be higher than what a local convenience store charges for the same/similar item).
 - (f) To contract with a single contractor to provide all services described in this RFP **(No subcontracting of any part of the program shall be permissible without the express prior written approval of the Sheriff).**
 - (g) To enter into a contract with an experienced contractor who can provide documented experience in the field of inmate accounting systems, computer hardware and support, and inmate commissary services, specifically for detention centers of the size and scope of DETENTION CENTER.

C. CONDITIONS/SPECIFICATIONS SPECIFIC TO THIS RFP/CONTRACT

1) GENERAL COMPUTER REQUIREMENTS

- (a) The Proposer will provide a computerized inmate accounting software that

is capable of being audited by Sumter County. The software must be approved by DETENTION CENTER. The proposer must own and support all aspects of the software, including all contractor supplied equipment with their own employees.

- (b) The software must contain a general ledger and allow for a trial balance to be run at any time by designated DETENTION CENTER and/or Sumter County personnel. The system must contain the ability to set up annual fiscal maintenance. The system will have the ability to run ledger reports on any accounts or sub accounts contained within the general ledger.
- (c) The system will allow the DETENTION CENTER to open an account for an inmate at time of booking and enter into the system the amount of money in their possession at the time of booking. The following fields, at a minimum, must be present in the booking process:

- Account number
- Name
- Date of Birth
- Gender
- Location
- Ethnic Group
- Height
- Weight
- Eye & Hair Color
- Alias (AKA)

In addition, the software must allow for the following transactions to take place at the intake screen:

Charge receivables such as medical fees, copy fees, postage, etc.
Sell commissary packs, Place restrictions on inmates such as diabetic, bland, disciplinary

- (d) Once the account is open, the software should allow for the following to occur:
 - Add funds, draw funds, (check, cash, or both)
 - Close the account and pay the balance by check or cash
 - Close multiple accounts printing out one check
 - Deduct commissary purchases and other charges in a live-time environment
 - Process credits
 - Change inmate location, individually or in groups
- (e) The software should assign a permanent ID name and number used by the DETENTION CENTER for an inmate that will allow an account to be reopened and allow for the ability for debts to be tracked across multiple incarcerations.

- (f) The software should be able to add inmate information to control commissary purchased (such as medical and disciplinary restrictions and indigent status)
- (g) The system must provide a complete audit trail on all transactions. It must allow for scheduled and unannounced audits of the inmate accounts by the County to insure the integrity and accuracy of the accounts.
- (h) The system must provide DETENTION CENTER a series of reports and account information that include the following:
 - Cash report
 - Sales report
 - Checkbook report
 - Inmate report
 - Receivable report
 - General Ledger report.
 - Negative balance report for inmates with debts
 - Closed Accounts
- (i) The checkbook feature must be able to write a check to a third party, void a check, make corrections by designated administrator, add deposits and must be able to print out a check registry with multiple query options.
- (j) Updates for the software must be free to the County for the life of the contract.
- (k) The contractor must install the system; provide ongoing support and a toll free 24 hour emergency line to minimize down time. The contractor must have an operating center/support staff with not more than six (6) hours response time to the DETENTION CENTER. The contractor will provide required hardware and will maintain same without the use of a third party. Data must be backed up on site. Notice of all installation and ongoing maintenance of systems must be provided as soon as reasonably practical to SCSO in-house IT personnel at Detention Center and at Sheriff's Office.
- (l) The Proposed Vendors software must interface with the current Jail Management System (JMS) by Superior Inc., located on the RMS /JMS server, through the Commissary XML SOAP INTERFACE, with no cost to DETENTION CENTER. A listing of individual data set items is available upon request.
- (m) The contractor will provide all records pertaining to inmate accounts and commissary records to DETENTION CENTER for the period of the past three (3) years from the termination of the Contract

in electronic format or media.

- (n) The contractor shall be able to provide services upon award with a County approved start-up time period. **Anticipated start date is July 10, 2018.**
- (o) Appropriate surge protectors and appropriate inkjet printer(s) to print receipts, checks and reports. The contractor will be responsible for installation of all required software, and the following hardware:

Lobby	- 1 printer
Administration	- 3 printers
Intake	- check writer and printer for receipts

Any additional hardware recommended by vendor to assist with full implementation of all commissary services should be included in proposal.

2) INMATE COMMISSARY SERVICE:

- (a) The contractor and SCSO will mutually agree upon the items to be sold in the commissary program. No new items will be offered without written permission from the Sheriff or his designee. The contractor will advise the Sheriff or his designee of new products as they become available. A complete listing of vendor's available commissary items and their respective prices should be submitted with proposal. Provided, however, DETENTION CENTER reserves the right to eliminate any available commissary items to the extent necessary to facilitate the safe and efficient operation of the detention center.
- (b) The contractor will provide ability for the inmates to make their own orders either manually or provide services for phone orders, thereby reducing the necessity for DETENTION CENTER staff interaction as much as possible. Commissary ordering must be available in both English and Spanish. Any ability the contractor may have to reduce the personnel necessary to accept money on behalf of inmates will be considered as a benefit to DETENTION CENTER. The orders will be prepackaged and shipped within 24 hours and sorted by housing area, and distributed by the contractor's employees. Indigent packs contents will be determined by DETENTION CENTER, and shall be available by the contractor.
 - Food items shall be packaged and dated for individual consumption.
 - All containers shall be made of non-breakable materials.
 - No products shall contain alcohol.
 - Inmate shall be allowed to order from commissary at least once per week, but no more than three times per week, with a

maximum purchase of \$50.00 per week (excluding tax). The Detention Center may, in its discretion, waive the weekly maximum for good cause on a case by case basis. Software should include mechanism for manual override of maximum by Detention Center authorized personnel.

- Orders shall be processed from an off premises secure warehouse and delivered to the DETENTION CENTER within 24 hours.
- Inventory in the secure warehouse shall be sufficiently maintained to allow for an order fill rate of 98%.
- Substitutions or backorders are not allowed.
- A method of restocking on returned orders must be available.
- All items sold must be appropriate for jail use and/or consumption. No items shall be sold which would constitute contraband or other prohibited items under S.C. law, state and local regulations.
- Commissary orders will be sent in clear, tamper proof, heat sealed plastic bag for the primary purpose of security and accountability. A three-part receipt shall be sealed within the bag (inmate name, location, ID number, items ordered, total of order, beginning and ending balance, and signature line.

(c) Net sales will be defined as gross sales less sales of stamps, stamped envelopes and sales tax.

(d) Offeror shall include a sample order form in the proposal.

3) SPECIFIC SOFTWARE REQUIREMENTS:

(a) The following are the minimum mandatory specifications that will be required of the proposed banking software. The system must contain all of the requirements and system features that are outlined below. These must currently exist in the software at the time of the proposal submission for the proposal to be considered.

(b) The proposed banking software should provide for an accurate, cashless accounting of all inmate monies, expenses, purchases, and pay-for-stay. At a minimum, it must contain all of the features and reporting included in the request for proposal. This includes the following software features:

- General Ledger with Automatic Dual Accounting Posting
- General Ledger Reporting for all Ledger Accounts
- Date Specific Reports for all Ledger Accounts
- Provide for a Trial Balance to be run at any time
- Fiscal Year Maintenance with End of Month Reporting
- Allow for Year End Fiscal Adjustments to be entered prior to Closing the Fiscal Year
- Checkbook Reconciliation with Multiple Checkbook Capabilities
- Inmate Bail Module complete with Reports Section

- Inmate Receivables Module Complete with Reports Section
- Inmate Payroll Module Complete with Reports Section
- Automatic Check Writer with MICR Check Writing
- Positive Pay Module to Transmit Check Information to bank
- Automatic Checkbook Reconciliation Module
- Receivable Invoicing with complete Account Receivable Module and Reporting to include an Invoice generated at release & ability to generate invoice which fit into window envelope
- Provide for Multiple Release Module to release a group of inmates on same check with appropriate report
- Indigent Module which includes the ability to rotate up to (4) indigent packs individually for each inmate based upon monetary and time criteria to be determined by the facility
- Allow for debt to be collected based upon a percentage of incoming funds to be determined by facility
- Allows for collected funds to be applied to debts either by priority, percentage or both, as determined by facility
- The System must always be in Balance within the General Ledger
- Provide reports on cash drawer balancing and balance history
- Provide reports on commissary orders, order rejections, commissary sales and products offered
- Provide reports of frozen inmate accounts or accounts with administrative holds or other facility designated restrictions
- Provide account summaries (both individual and facility in including transaction history)
- Provide for Escheating/Reclamation of checks automatically in the system
- Provide for reports on all checkbook activity by operator-defined criteria
- Provide reports based on user definable date time periods
- Allow for Accounts to be closed with a facility defined minimum balance not to be paid to the inmate
- Provide for Inactivity Maintenance to include reporting and reclamation of monies
- Provide for Inmate Intake and Release Reporting
- Allow for Multiple Checkbooks to be set up in the software
- Provide for Facility & Operator Log Reports
- Provide for the ability to perform Automated Group Charges by facility designated criteria
- Allow for the Classification of Inmates for the purpose of precluding charges being made on those accounts
- Allow for the assignment of a facility designated permanent number to each inmate
- Allow for reports to be run on both the permanent number and booking number for each Inmate
- Allow for the primary booking name number to be modified when errors occur in inmate identification
- Allow for a "Stored Signature" to decrease paperwork involved

- with inmate accounting if electronic signature pad is used
- Allow for funds to be transferred from one inmate account to another by authorized personnel
- Allow for specific deductions to be assigned to individual accounts with an "automatic" collection per facility designated criteria
- Allow for the generation of a log of intakes and releases for a period of time
- Allow for the input of inmate address and phone contact information for the purpose of generating invoices and receiving payments for debt after inmate release
- The banking software must allow for inmate releases to be done by Cash, Credit, or Smartcard or combination of these as determined by the facility

The contractor should describe all automated commissary fund payment options which may be available to the DETENTION CENTER. This should include literature and service requirements and detail any costs to Sumter County. The proposed options must be fully integrated with the banking software. Contractors will be required to provide references where these are installed.

4) AUTOMATED SELF SERVICE OPTIONS

- (a) The contractor should list any self-service options that they have to offer and detail any costs that are associated with this service. The solutions must be funded through the commissary operation.
- (b) The proposal should include a self-service lobby kiosk device that will handle cash, credit, and debit card transactions. DETENTION CENTER will not be responsible for the handling of cash, credit or debit transactions. The device must be integrated with the Contractor's banking software.
- (c) The proposal should address the contractor's capability of providing a housing unit kiosk that allows inmates to access their account history, place commissary orders, and file grievances.
- (d) The in-house kiosk unit must have the capability to process inmate requests/grievances and the contractor must provide an integrated solution that allows the DETENTION CENTER staff to respond electronically. The contractor should provide information related to other hardware peripherals which are available from the contractor. These peripherals should be integrated with the contractor's software. The contractor should provide the costs to Sumter County associated with acquiring the proposed peripheral devices.

5) ADDITIONAL SERVICES:

- (a) The contractor should provide the highlights of additional services or offerings available from the contractor which will benefit the Detention Center. The contractor will describe the services and the benefits that will be derived from implementing the proposed services.
- (b) The contractor will only submit services and software products that are currently available and in use at another detention center. The contractor will include any costs associated with the additional hardware or services.

6) COMMISSION:

The contractor will include any and all financial offerings in response to the RFP. The contractor will provide the following information at a minimum:

- Details of Billing and Payment arrangements
- Commission rate to be remitted and net sales calculations
- Sample Monthly Commission Statements

7) EMPLOYEES

(a) Detention Center retains the right to thoroughly investigate any current or prospective personnel assigned or entering onto to the Detention Center premises for purposes of carrying out this contract, and all Contractor personnel must pass a security clearance before working at the Detention Center. Contractor shall, not less than five (5) business days prior to any employee beginning work inside the Detention Center, provide the DETENTION CENTER with the prospective employees' (including any subcontractor personnel) full names, age, DOB, address, SCDL number, SSN and other identifying information as necessary for DETENTION CENTER to conduct appropriate background checks and qualifications. Employment of all employees of the Contractor at the facility will be subject to review and approval by Detention Center administration and SCSO reserves the right to remove any individual employed by the Contractor from the facility at the discretion of Detention Center administration. A current list of employees with a security clearance will be maintained in the facility. When an employee on the list is no longer employed by the contractor (or any approved subcontractor), the Detention Center will be notified and the name will be removed from the list. All contractor employees must successfully complete a security orientation and training program provided by the facility within the first year of employment.

(b) Contract employees will wear company issued picture identification on the outside of their work clothes.

- (c) Contract employees shall be advised of the possibility that a hostage taking incident could occur at any time. Contract employees will be required to attend a training and orientation for DETENTION CENTER conduct and rules.
- (d) No alcoholic beverages/drugs or other contraband as defined by S.C. law and or state and local rules and regulations will be brought into the facility, nor will anyone under the influence of alcohol or drugs be allowed inside.
- (e) Admittance to the facility will be denied, in the sole and absolute discretion of the Sheriff or his designee, any employee whose previous criminal activities or previous or current associations would compromise the security of the facility.
- (f) The successful contractor must comply with all pertinent standards of the American Correctional Association (ACA) and the South Carolina Minimum Standards for Local Detention Centers in conducting business within the DETENTION CENTER.

8) CONTRACT PERIOD

The contract period shall begin on the date as designated in the signed contract documents. As anticipated herein, the anticipated start date is July 10, 2018. The initial contract period will extend through June 30, 2019, and shall automatically renew for successive one-year terms (not to exceed three such automatic renewals) unless otherwise terminated by the parties. Either party may terminate the contract at the end of any contract year; provided, however, notice of such termination must be made in writing, not later than ninety (90) days before the end of any contract year.

9) BILLINGS

- (a) An itemized receipt must be included with each order listing each item cost and a total cost. Invoices must indicate the total number of items delivered, sub total cost, sales tax and total cost. Invoices should be submitted weekly to the Detention Center.
- (b) A summary of each week's sales will be submitted to the DETENTION CENTER at the close of each week as back-up to the invoice. That invoice will indicate sales (sales should be identified as net commissionable sales; net non-commissionable sales) less commission to be retained by the DETENTION CENTER. Net sales shall be defined as sales less applicable sales tax. Successful contractor and Detention Center may negotiate as to whether net invoices less commission shall be utilized or whether a separate commission check will be issued by the contractor to the Detention Center.

10) PAYMENT

Payment will be made directly by the DETENTION CENTER within thirty (30) days of receipt of the invoice. Should a dispute occur regarding an invoice that part of the invoice which is not in dispute will be paid within the above time line.

11) INDEPENDENT STATUS OF CONTRACTOR

The Contractor hereby represents and agrees that it is engaged as an independent contractor and not as the agent, employee or servant of the County; that it has and hereby retains the right to exercise control and supervision of the work and full control over the employment, direction, compensation, and discharge of all persons assisting it in the work; that it will be solely responsible for wages (including withholding of income taxes and social security), taxes, workers' compensation, compliance with OSHA and all employment related regulations relating to its employees; and that it will be responsible for its own acts and those of its subordinates, employees and agents during the term of this Agreement. Contractor shall retain the exclusive right to hire and fire and set the terms and conditions of employment for its employees including wages, hours, fringe benefits, duties, grievance procedures and labor relations matters. County shall not be considered a joint employer, joint venture or partner with Contractor.

12) CONTRACT

Each Offeror shall submit a proposed sample contract as part of the proposal which may be considered and utilized in whole or in part by the SCSO in developing the final contract documents. The documents that will form the contract shall include this entire solicitation, all amendments, and the successful offeror's proposal. This solicitation does not commit SCSO or Sumter County to award a contract, to pay any cost incurred in the preparation of a proposal or to procure a contract for the articles of goods or services. SCSO reserves the right to accept or reject any or all proposals received as a result of this solicitation to negotiate with all qualified Offerors, or to cancel in part or in its entirety this solicitation if it is in the best interest of the SCSO and Sumter County to do so. SCSO reserves the right to interview any, all, or none of the respondents and to select who they feel is the most responsive consultant.

D. GENERAL TERMS AND CONDITIONS

- 1) **APPLICABLE LAW:** Upon award of a contract under this proposal, the person, partnership, association, or corporation to whom the award is made must comply with all local and State laws which require such person or entity to be authorized and/or licensed to do business in Sumter County. Notwithstanding the fact that applicable statutes may exempt or exclude the successful offeror from requirements that it be authorized and/or licensed to

do business in Sumter County, by submission of this signed proposal the offeror agrees to subject itself to the jurisdiction and venue of the Third Judicial Circuit Court of Sumter County, and to the application of South Carolina law, as to all matters and disputes arising or to arise under the contract and the performance thereof including, but not limited to, any questions as to the liability for taxes, licenses, or fees levied by State or local government.

- 2) **OFFEROR'S QUALIFICATIONS:** Offeror must, upon request of the County, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of this proposal. The SCSO reserves the right to make the final determination as to the offeror's ability to provide the services requested herein, before entering into any contract.
- 3) **SUBCONTRACTING:** If any part of the work covered by this RFP is to be subcontracted, the Contractor shall identify the subcontracting organization and the contractual arrangements made with same. All subcontractors must have the express prior written approval of the Sheriff. The successful offeror will also furnish the corporate or company name and the names of the officers of any subcontractors engaged by the vendor. The County reserves the right to reject any or all subcontractors and require substitution of a firm qualified to participate in the work as specified herein.
- 7) **OWNERSHIP OF MATERIAL:** Ownership of all data, material, and documentation originated and prepared for the County pursuant to this contract shall belong exclusively to the County.
- 8) **INSURANCE REQUIREMENTS:** The Contractor shall carry appropriate insurance as may deem prudent and reasonable and/or as required by law on its employees, products and property, including but not limited to Workers' Compensation insurance pursuant to South Carolina law, and general liability insurance in the minimum amount of \$1,000,000 per person with aggregate of \$2,000,000 per occurrence. The Contractor shall provide proof of said applicable policies to the SCSO no later than the date of commencement of service under the contract with certificates of insurance for the foregoing coverage, which designate the SCSO, Sumter County and Detention Center as additional insured entities with respect to the Contractor's participation in the contract and which includes a provision that the coverage shall not be cancelled, terminated or otherwise modified without a thirty (30) day prior written notice which will be provided to the SCSO. Cancellation of insurance shall be cause for immediate cancellation of the contract. In accordance with Sumter County's procurement code, the Purchasing Agent may require a performance bond if deemed necessary and prudent. The information described above sets forth minimum amounts and coverages and is not to be construed in any way as a limitation on the Contractor's liability.
- 9) **INDEMNITY:** The Contractor hereby agrees to indemnify and save harmless the County, Sumter County Sheriff's Office, Detention Center and their officers, agents, employees and assigns from and against any and all liability,

claims, demands, damages, fines, fees, expenses, penalties, suits, proceedings, actions and cost of actions, including attorney's fees for trial and on appeal of any kind and nature arising or growing out of or in any way connected with the performance of the contract, whether by act of omissions of the Contractor, its agents, servants, employees or others, or because of or due to the mere existence of the contract between the parties.

10) TERMINATION

FOR DEFAULT: The performance of Work under the contract may be terminated by the Sumter County Sheriff's Office, in accordance with this clause, in whole or in part, in writing, whenever the SCSO shall determine that the Contractor has failed to meet the performance requirements of this Agreement. In addition, SCSO has the right to terminate for default, if the Contractor fails to make delivery of the supplies or perform the Work, or if the Contractor fails to perform the Work within the time specified in the Agreement, or if the Contractor fails to perform any other provisions of the Agreement.

BY MUTUAL CONSENT: Either party may terminate this Contract by mutual consent with written notice attesting and agreeing to a termination by mutual consent by either party, including the terms of such mutual agreement. Upon such termination, the County shall pay the Contractor for all services performed hereunder up through the date of such termination. Additionally, either party may terminate the contract at the end of any contract year by giving written notice not later than ninety (90) days prior to the end of the contract year. In the event of termination by mutual consent or by 90-days' notice prior to the end of a contract year, Contractor expressly waives any damages of any kind whatsoever, direct, indirect or consequential damages, or indirect costs which may arise from SCSO's election to terminate this contract in whole or in part for its convenience.

E. PROPOSAL SUBMISSION INSTRUCTIONS AND ADDITIONAL CONDITIONS

- 1) All proposals should be complete and carefully worded and must convey all of the information requested by the County in this RFP. If significant errors are found in the offeror's proposal, or if the proposal fails to conform to the essential requirements of the RFP, the Sumter County Sheriff, in his sole discretion, will be the judge as to whether that variance is significant enough to reject the proposal.
- 2) Proposals should be prepared simply, and succinctly, providing a straightforward, concise description of offeror's capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content.

- 3) The offeror, by submitting a proposal, acknowledges and agrees that funds expended for the purposes of the contract must be appropriated by the County Council for each fiscal year included within the contract period. Therefore, the contract shall automatically terminate without penalty or termination costs if such funds are not appropriated. In the event that funds are not appropriated for the contract, the offeror shall not prohibit or otherwise limit the County's right to pursue and contract for alternate solutions and remedies, as deemed necessary by the County for the conduct of its affairs. The requirements stated in this paragraph shall apply to any amendment or the execution of any option to extend the contract.
- 4) Any contract award resulting from this request shall be awarded to the responsive and responsible offeror whose proposal is determined to be most advantageous to the Detention Center, taking into consideration price and the evaluation factors set forth herein; however, the right is reserved to reject any and all proposals received, and in all cases the Sheriff will be the sole judge as to whether an offeror's proposal has or has not satisfactorily met the requirements of this RFP.
- 5) The Contractor shall provide, in addition to information indicating compliance with all terms of this RFP, with its proposal:
 - a. Outlines of the structure of the organization and number of years in institutional services of the nature and kind anticipated by this RFP.
 - b. One copy of the latest published annual report for the company or satisfactory written evidence of the financial stability of the organization.
 - c. A minimum of ten (10) current institutional contracts of the nature and kind anticipated by this RFP, two (2) of which must be in the State of South Carolina with the following information: client, contact person, address and telephone number, type and size of facility, type of food service operation, and date of original contract. Also, please identify the facility that is most similar to Detention Center in size and population and the facility that is geographically closest to Detention Center.
 - d. Comprehensive sample product list, including pricing/cost information.
 - e. Equipment/tools/hardware to be provided by Contractor; equipment/tools/hardware expected from Sheriff's Office.
 - f. Other information which prospective Contractor believes would be relevant and advantageous to the SCSO and Sumter County in the review and award process.
- 6) Certification regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion: The contractor certifies, by submission of this document or acceptance of a contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any State, Federal department, or agency. It further agrees by submitting this qualification statement that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the

bidder/contractor or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this solicitation/bid.

7) Title VI Statement to Contractors and Subcontractors

It is the policy and intent of Sumter County to comply with Title VI of the 1964 Civil Rights Act (Title VI) and its related statutes. To this end, SCSO gives notice to all Prime Contractors, Subcontractors, Architects, Engineers, and Consultants that the SCSO expects and demands full compliance with Title VI and its related statutes in all programs, activities, and contracts. It is the policy of SCSO that no person shall be excluded from participation in, denied the benefit of, or subjected to discrimination under any of its programs, activities, or contracts on the basis of race, color, national origin, age, sex, disability, religion, or language regardless of whether those programs and activities are Federally funded or not.

Pursuant to Title VI requirements, any entity that enters into a contract with SCSO including, but not limited to Prime Contractors, Subcontractors, Architects, Engineers, and Consultants, may not discriminate on the basis of race, color, national origin, age, sex, disability, religion, or language in their selection and retention of first-tier subcontractors, and first-tier subcontractors may not discriminate in their election and retention of second-tier subcontractors, including those who supply materials and/or lease equipment. Further, Contractors may not discriminate in their employment practices in connection with highway construction projects or other projects assisted by the U.S. Department of Transportation (USDOT) and/or the Federal Highway Administration (FHWA).

F. EVALUATION CRITERIA

Proposals shall be evaluated for suitability utilizing a points system according to the following scale:

1) 0-25 POINTS – References/Experience

Consideration for the Contractor's prior performance, experience, qualifications and references as they relate to Contractor's ability to operate a successful commissary/canteen service program within a correctional facility, particularly those in similar size and operation as SCSO Detention Center.

2) 0-25 POINTS – Compliance with RFP

Quality of plan of operations outlined in Contractor's proposal. Proposal demonstrates a clear understanding of the specifications and a thorough plan for operations of all aspects of the Detention Center needs as expressed in the RFP. Contractor's ability to interface with the Detention Center's jail management system and related software and to incorporate technology expertise to responsibly manage this contract.

3) 0-20 POINTS - Pricing/Cost/Commissions

Competitive advantage of pricing for all services offered to the Detention Center and all products offered through the inmate commissary/canteen, as well as anticipated commissions to be received by the Detention Center

4) 0-30 POINTS – Total Perceived Benefit to SCSO and County

Proposals will be ranked according to the overall perceived benefit to Detention Center. A ranking committee will likely include personnel from the SCSO command staff, Detention Center administrative staff, and Sumter County administrative and/or purchasing staff. SCSO reserves the right to negotiate the contemplated contract with the highest ranked offeror. If those negotiations do not result in a satisfactory contract, SCSO may enter into negotiations with the next highest ranked offeror, and so on and so forth until a contract award is made. SCSO further reserves the right to forego making an award and put out an additional or subsequent RFP, or otherwise procure services in accordance with the Sumter County procurement code, if he reasonably deems such to be in the best interest of the Detention Center. In the event a subsequent RFP is placed, any Contractor submitting under the current RFP is invited to resubmit its existing proposal or submit a revised proposal.

END OF REQUEST FOR PROPOSALS