

Wichita County Commissary Request for Proposal

Release Date: May 24th 2019

Award Date: week of July 1st 2019

Start Date: August 1st 2019

Mark sealed proposal “Commissary Services for Wichita County Detention Center”

Advertised Thursday, **May 30, 2019** and **Thursday, June 6, 2019.**

Open Proposals Monday, June 17, 2019 in meeting of Wichita County Commissioners Court starting at 10:00 a.m. in Room 270, Wichita County Courthouse.

Address Proposals to arrive by 5:00 p.m. on June 14, 2019 to:

Wichita County Sheriff Office
Attn: Capt. Lisa Patterson
900 7th Street, Room 100
Wichita Falls, TX 76301

Sign Proposal submission:

Authorized Signature

Address

Printed Name

Phone

Name of Firm

Email

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GENERAL SPECIFICATIONS

A. INTRODUCTION

The Wichita County Sheriff's Office (WCSO) is responsible for the housing of inmates in the Wichita County Detention Center (WCDC). The WCDC has two facilities located at 900 7th Street, Wichita Falls, Texas and 2815 Central Freeway East, Wichita Falls, Texas. The WCDC's current capacity is 625 inmates total. The average daily population is approximately 455 at this time.

Construction is currently underway on a new Law Enforcement Center that will be the sole location for the entire jail at 2815 Central Freeway East, Wichita Falls, Texas. It is scheduled to be completed in August, 2020; the new facility will have a capacity of 658 inmates in housing and 68 inmates in an intake/holding area. The WCDC will also change to direct supervision at the new facility. The two existing facilities will be closed once the new detention center is opened.

B. SCOPE OF WORK

The Wichita County Sheriff's Office is requesting proposals from experienced vendors to provide inmate commissary services and a trust fund accounting system for inmates of the Wichita County Detention Center.

C. OBJECTIVES OF RFP

To solicit competitive sealed proposals from vendors that will result in the award of a contract pursuant to laws of the State of Texas between the successful Vendor and the WCSO that will meet the following objectives:

- Provide the WCDC with a computerized Commissary Services Program and Inmate Trust Fund (ITF) Accounting System which will meet specifications in a cost-effective manner at no cost to the WCSO. The system shall be user-friendly and require the least number of steps/screens in order to complete a transaction to ensure timeliness and efficiency in processing.

- Provide all stock, supplies, labor, supervision, packaging, equipment, and delivery personnel necessary to provide the services required in the specifications.
- Provide retail/market brand hygiene products, writing materials, games, food items, and a limited clothing selection.
- Maintain a market-price philosophy with regard to retail-selling price of the commissary items to the inmates.
- Provide an accurate, economical, and efficient means to process inmate commissary orders.
- Provide a reasonable commission back to the Sheriff's Office.
- Develop and maintain real-time interfaces with software vendors for the County such as the courts and justice software provider and jail phone provider, at no cost to Wichita County. The interfaces are required to transfer key admission, identification, population movement, housing location, status and release information so that both the County's and Commissary/Trust Fund systems are always synchronized in real time.

D. PRE-PROPOSAL MEETING

A pre-proposal meeting will be scheduled June 6, 2019, at 2:00 p.m. in room 207 of the Wichita County Courthouse located at 900 7th Street, Wichita Falls, Texas 76301. This meeting will include a brief question and answer session along with a tour of both facilities. Bidders must be in attendance.

AWARD OF CONTRACT

Award will be made to the successful contractor following the evaluation process. The contract shall be awarded on the basis of technical and financial evaluations. The WCSO will award a contract to the responsible contractor who submits a responsive proposal, and which is most advantageous to the WCSO. The WCSO will send written notice of its award to the successful contractor. Said notice shall constitute acceptance of the successful contractor's proposals. The WCSO will notify all unsuccessful contractors in writing after the award of the contract.

The WCSO reserves the right to award this contract not necessarily to the vendor with the highest commission, but to the vendor who has demonstrated the ability to fulfill the requirements of this RFP and the needs of the WCDC, both at this time and in the future

Contract will be awarded the week of July 1, 2019.

A. FACTORS OF AWARD

The award of a contract resulting from this request for proposal will be based on the most responsive and responsible proposal received in accordance with the evaluation criteria stated below:

Weighted evaluation factors will include the following:

- Qualifications and Experience
- Technical Approach
- Cost

General Vendor Qualifications and Experience:

- Capability of vendor's network
- Company background, staffing, and experience
- Responsiveness to this RFP

Technical Approach

- Ability to meet the operational requirements of this RFP
- Proposed delivery schedule
- Hardware and software capabilities
- System Support
- Trust Fund Accounting System

Cost Proposal

- Commission to the Wichita County Sheriff's Office
- Cost of Indigent Inmate Hygiene Kits

B. CONTRACT PERIOD

This is a Term Contract for five (5) years beginning on or about August 1, 2019 through July 31, 2024.

The successful vendor shall commence work only after the transmittal of a fully executed contract and after receiving written notification to proceed from the WCSO. This RFP and the successful vendor's proposal shall be incorporated into the final contract. All bids must include a sample copy of the vendor's sample contract.

C. PRICES

The successful contractor shall support a price adjustment request by providing written documentation as to why the adjustment is needed not later than 90 days prior to the end of the current contract period. No increase for profit shall be accepted.

WCSO reserves the right to obtain further information regarding separate elements of the unit cost.

PROPOSAL

A. SUBMISSION OF PROPOSALS

All contractors submitting proposals shall submit one (1) original and three (3) copies of the proposals in sealed packages before 5:00 p.m. on Friday, June 14, 2019 to:

PROPOSAL DELIVERY ADDRESS

Wichita County Sheriff's Office

ATT: Cpt. Lisa Patterson

900 7th Street Room 100

Wichita Falls, TX 76301

Contractors should clearly identify proposals with "Commissary Services for the Wichita County Detention Center" stated on the package.

All contractors shall submit all proposals according to the specifications as set forth in this Request for Proposals. Any proposal failing to meet the specification may be rejected. The WCSO reserves the right to reject all proposals. The WCSO also generally reserves the right to issue supplementary information during the proposal preparation period. All proposals become the property of the WCSO and will be kept confidential until after an award of the successful proposal is made. Thereafter, they may become available for public use/access. Once submitted, vendors may not change proposals.

B. PROPOSAL CONTENT

Contractors should structure the proposal in the following manner:

Responding Contractor

Briefly introduce yourself. Give the location and size of the office that will provide these services. If you will be contracting with subcontractors to provide the required services, your proposal shall identify them. This description should include your history with those subcontractors.

Project Understanding

Describe the services proposed to be supplied based on the specifications.

The following information must be submitted:

- Explanation of the Trust Fund Accounting System Requirements
- Specifications of software and hardware to be used
- System support requirements
- Delivery schedule requirements
- Procedure for processing complaints
- Commissary menu requirements
- Training Plan requirements
- Transition Plan requirements

Contact Person

Who will be the person responsible/point of contact for your company? Provide name and contact information to include address and direct phone number. Also include their experience with your company.

Relevant Project Experience

Identify the last three (3) most recent projects similar in scope to this project. As a basis, contractors shall include the following information for each of those projects: clients; location of projects; extent of the projects in dollar value; and the date services were implemented at that location.

References

Provide the name, position and telephone number of a contact person in the client's organization who can discuss contractor's performance on the projects. At least 3 references are required.

Financial Proposal

Provide a turnkey price for supplying the services as specified. Preparation, facilities, administration, staffing, transportation, food preparation and equipment, etc. needed to perform this work will be required.

Additional Services (optional)

Provide information on any additional services/technologies that may be available for inclusion to this contract, as well as the financial impact for each.

All pages must be numbered and a table of contents included for each section. Whenever applicable, use numbering and section headings that correspond with this RFP's Table of Contents.

C. EXCEPTIONS

A contractor shall forward a complete description of all exceptions to the Terms, Conditions and Specifications. Failure to furnish the statement will be construed as the contractor agrees to fulfill all requirements stated herein

D. GENERAL CONTRACT INFORMATION

Insurance

The successful vendor shall provide to the WCSO a Certificate of Insurance as evidence of the following policy requirements:

Commercial General Liability	\$1,000,000 per occurrence; \$2,000,000 in the aggregate;
Personal Injury	\$1,000,000 each person
Property Damage/Bodily Injury (auto)	\$1,000,000 combined

Umbrella or Excess Liability	\$5,000,000 per occurrence/aggregate
Workers Compensation Insurance	\$1,000,000 per accident

Warranties

The submission of a response to the RFP specifications shall constitute a warranty that:

- The vendor has carefully and thoroughly reviewed the specifications and has found them complete, free from ambiguities, and sufficient to describe the contract work.
- The vendor and employees they intend to use in the performance of this contract are skilled and experienced in the type of work or services called for by the specifications.
- Neither the vendor nor any of its employees, agents, suppliers, or sub-contractors has relied on any verbal representations from Wichita County or any of its employees or agents in assembling the proposal or price proposed.
- Their proposal is based solely on the RFP specifications including properly issued written addenda, if any, and not upon any other written or oral representation.

Licenses, Fees, Taxes

The successful vendor shall secure and pay for all federal, state, and local licenses, permits, taxes, and fees required for the operation of the commissary program.

E. TRANSITION AND CONTINUITY OF SERVICE

The successful vendor shall assume full operation of the Commissary Program on or about August 1,, 2019.

The successful vendor shall coordinate and cooperate with the existing employees and current contractor to assure a smooth and orderly transition with uninterrupted commissary services.

Vendor shall provide a detailed transition plan with their proposal that shall also include the following information regarding support staff:

- Name and telephone number of the District Manager responsible for this account;
- The District Manager's schedule for supervising this account;
- A full explanation of the start-up plan for this account with the names of the corporate staff that will be on-site during the start-up phase, the length of their stay, and their responsibilities.

DETAILED SPECIFICATIONS

A. QUANTITIES

This proposal is an “Indefinite Quantity Contract.” Wichita County Detention Center is not obligated to purchase any minimum or maximum quantity of supplies or products during the contract period.

B. CONTRACTOR’S QUALIFICATIONS

- A contractor must be capable of supplying the turnkey services as specified. Preparation facilities, administration, staffing, transportation, food preparation and equipment, etc. needed to perform this work will be required.
- The successful contractor shall consult with the Wichita Falls/Wichita County Health Department to ensure all health standards are met.
- If needed, copies of all permits required to perform this work must be presented to Wichita County Detention Center’s Jail Administrator prior to beginning work.
- Proof of financial and business capability - Contractors must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these specifications. The WCSO will make the final decision as to the contractor’s ability to provide the services required.
- Certify that the contractor is engaged in a full-time business operation for this type of service and has been in business for a minimum of three (3) years.
- Have a satisfactory record of performance, integrity and ethics.
- Have qualified and trained staff with sufficient personnel to successfully complete the contract requirements;
- Ability to provide a functional interface with Odyssey, or any other Jail Management Software WCSO may be in contract with during the term of this contract at no additional cost to the WCSO.
- Provide a functional interface with Global Tel*Link Inmate Telephone System, or any inmate phone vendor the WCSO may be in contract with during the term of this contract, at no additional cost to the WCSO.
- The successful contractor must comply with all Federal, State and Local Laws and regulations. All licenses and permits required to perform this work must be obtained at the expense of the contractor.
- Must be otherwise qualified and eligible to receive an award.
- The WCSO may request representation and/or other information sufficient to determine the Contractor’s ability to meet the minimum standards listed above.
- All of the services required shall be included in the bid price.

C. NON-ASSIGNMENT OF CONTRACT

The Contractor shall not assign the contract, or any portion thereof, except upon the written approval of the WCSO.

D. CRIMINAL BACKGROUND CHECK

Because of the secure nature of the facility Contractor will be providing services to, all prospective Contractors will be subject to a criminal background check. Additionally, upon award of contract, all employees of that Contractor that will be involved in the services provided to the WCDC will also be subject to a criminal background check. Criminal records will be checked and evaluated by the Sheriff's Office to ensure they do not impose a security or safety risk to the institution. What constitutes a security or safety risk to the institution is as the sole discretion of the Sheriff. ***Any employee of the contracting company that does not pass the criminal background check shall not enter the Wichita County Detention Center, nor shall any employee failing the criminal background check be involved in the packaging or delivery of items to the Wichita County Detention Center. Failure to comply with this stipulation after the award of the contract shall be considered a material breach of contract. In addition, any Subcontractor and its staff must also pass background checks as described above.***

The Sheriff (or his designee) shall have the sole right, at any time, to revoke access to the WCDC by any employee who, in the Sheriff's judgment, poses a risk or potential risk to the security or operations of the WCDC.

All employees must comply with WCDC written policies and procedures related to facility security.

A complete roster of all employees' names and addresses shall be maintained by the successful vendor and a copy shall be given to the Jail Administrator. Any changes to personnel shall be submitted to the Jail Administrator prior to authorization into the secured facility.

The successful vendor shall be fully responsible to WCSO for all work performed pursuant to the contract by the successful vendor's employees, sub-contractors, or others who may be retained by the successful vendor with the approval of the WCSO.

Every employee of vendor or vendor's sub-contractors will dress appropriately. The Sheriff reserves the right to send any employee home for failure to dress appropriately. The employee's shirt will have the vendor's company name as well as the employee's name.

The successful vendor shall comply with the Drug-Free Workplace Act, 41 USCA § 701.

SERVICES PROVIDED

The Contractor will provide a commissary services plan that is effective and reliable for the needs of the current WCSO detention facility and the planned move to the new facility during the contract term.

A. INMATE ORDERING PROCEDURES

Commissary orders will be placed by inmates directly to Contractor. Funds will be electronically deducted immediately and the inmate will be given notice of his/her new balance simultaneously with his/her order. The Contractor must have and is responsible for saving a backup file. The receipt should contain the following information:

- Inmate name;
- Inmate location;
- Inmate ID number
- Items and quantities ordered;
- Total of the order;
- Beginning account balance;
- Ending account balance; and
- Signature lines.

Once filled, the orders will be delivered to the inmates after verifying their identification. This is completed by comparing information on the receipt to the inmate's armband.

The vendor shall include how refunds and credit for spoiled items are returned and time frame of the return to the inmate.

The inmate will sign for his or her merchandise and will receive one copy as a receipt. Merchandise shall be delivered to the inmate who placed the order after producing the jail identification wrist band that verifies his or her identity. Merchandise cannot be left with another inmate or staff member for an inmate who is not present in the housing unit. A credit shall be issued for merchandise that is undeliverable. A credit receipt shall be forwarded to the inmate via institutional mail within 48 hours of the issued credit date.

B. DELIVERY

The Contractor shall deliver the orders to individual inmates in their housing units. Describe within your proposal how delivery will take place.

Vendors shall include a delivery schedule with their proposal describing how delivery will take place. The delivery schedule shall indicate the number of delivery staff to be utilized and the number of days and hours required to deliver the orders.

The successful vendor must provide all delivery personnel, equipment, and transportation to successfully deliver the daily orders to the jail in a timely fashion. The successful vendor will be responsible for supplying the equipment needed to deliver the commissary orders to the units.

C. COMMISSARY MENU

The Contractor and Sheriff (or designee) shall meet and agree upon the items to be carried on the commissary menu. After the initial meeting, no additional items are to be offered without approval from the Sheriff's Office. The Contractor will keep the Sheriff's Office current of the new products that are available.

The Contractor will make categories of commissary products available for purchase, including: hygiene products, stationery materials; greeting cards and envelopes; food; games; personal care items; and clothing.

The successful vendor shall provide indigent inmate kits to inmates who are considered indigent. Inmates are eligible to receive one (1) indigent inmate hygiene kit at least every two weeks. Indigent hygiene kits shall include:

- 3 first-class stamped envelopes,
- 2 regular, non-stamped envelopes,
- 5 sheets lined notebook paper,
- 1 golf pencil or pen,
- 1 toothbrush
- toothpaste,
- 1 comb,
- Soap- Can be a 3 in one or individual

NOTE: Indigent kits shall be designed to allow the inmate to maintain proper hygiene.

Vendors shall indicate the size of their items and the cost of their inmate indigent hygiene kit on the cost proposal page.

All prospective Contractors will submit, with this RFP, a list of all items they can provide to the WCDC. From this list the Sheriff shall choose which items he wishes to have carried by the Contractor. All items shall include an item description, manufacturer, product size, and the cost to the inmate. Failure to include any or all of this information shall be considered failure to comply with RFP.

D. COMMISSARY PRODUCT SPECIFICATIONS

All food items shall be wrapped/packaged and dated for individual consumption.

All containers shall be made of non-breakable materials.

No product shall be packaged in metal or glass.

No products shall contain alcohol or CDS-based chemicals.

No products shall contain tobacco.

E. CONTRACTOR INVENTORY AND RESTOCKING

The Contractor shall maintain sufficient inventory levels at the Contractor's location to limit shortages and backorders. The Contractor must provide a method of handling "restocking" of returned orders for those orders that were sent, but the requesting inmate had been released prior to receiving the order.

F. PRODUCT PRICES

The WCSO reserves the right to determine the final retail selling prices to the inmates. Each contractor will be provided with a maximum price list for all items. Proposed commissions will be based upon the final retail selling price list approved by the Sheriff. Contractors cannot base commissions on prices that exceed the established price list.

All price increases on products shall be submitted to the Sheriff, or designee, for approval prior to the increase taking effect.

CONTRACTOR EQUIPMENT AND HARDWARE SPECIFICATIONS

A. EQUIPMENT

The Contractor will provide a PC-based inmate banking system, which ties together all WCSO correctional facilities in a live environment and which can be linked to the jail management system. At a minimum, the inmate trust fund system should include the following:

- Records maintained by inmate name, ID number, and other identifiers;
- Intake and release population tracking;
- Account balances maintained up to the minute and restrictions applied to purchases without sufficient funds;
- Accounting reports for specified periods;
 - The system must provide a complete audit trail on all transactions and must allow for scheduled and unannounced audits of inmate accounts by the WCSO to insure the integrity and accuracy of the accounts;
 - The system must provide a series of reports as specified by the WCSO including: detailed weekly invoices, cash reconciliation capabilities, the ability to charge the inmates for services such as work release charges, haircuts or medical;
 - A comprehensive CHECKBOOK management feature including the ability to write a check from an inmate's ITF to a third party, a check from the General Fund to the bidder, void, correction, adding manually written checks, verification and deposits. Additionally, the system must have the capability to print a check registry based upon multiple criteria which can be queried by the jail operator.
 - Levels of Security: a minimum of six levels of security should be present in the software system. These levels should have the ability to be customized by the successful bidder's staff, include password control and tracking of transactions by individual and station;

- Inmate purchase restrictions by quantity, date, custody level, and disciplinary/indigent status;
- On-line instant access to all inmate's sales information and account balances;
- On-demand generation of reports and sales analysis;
- Inmate and third-party deposit ability;
- Ability to manage inmate co-payments for services provided, such as health care, programs, jail fees, admission kits, etc.;
- Integration with the jail management system;
- Integration with the inmate telephone system;
- System security; and
- All hardware and software to support commissary and account system.

B. SYSTEM REQUIREMENTS

The Contractor's system must interface with the jail management system, which will be Tyler Odyssey on the effective date of this contract. Describe in your proposal how you will meet this requirement.

C. SYSTEM FEATURES

Order quantities must be amended automatically without user intervention (i.e. to adjust for inmate overspending account balance) without canceling the entire order.

Items rejected for one (1) or more restriction criteria must be able to be retained with the inmate's order detail and printed on the inmate's commissary receipt with the reason for rejection.

D. SYSTEM CONTROLS

The Contractor's system must allow for the addition of inmate information to control commissary purchases (i.e. discipline controls, dietary restrictions) including at the minimum:

- Quantity per order;
- Quantity per time span;
- Orders per time span;
- Disallowed items;
- Category quantity restriction;
- Category age restriction;
- Spending limit restriction;
- Spending limit override;
- Restriction assignment by housing location;

The Contractor's order processing software must include the ability to configure and automatically apply multilevel spending limits.

E. DEPOSITS

The successful bidder shall provide the WCSO with all necessary equipment and accessories, at no cost to the WCSO, to accept deposits from an inmate's family and friends through, at a minimum, the following points of collection.

- Internet
- Telephone
- Cash Locations
- Lobby kiosk; and
- Booking kiosk

All deposits must be electronically uploaded onto the inmate's account in real-time or on a scheduled time frame through the interface. The proposed system must electronically transfer the family and friends' deposits into a designated bank account of the WCSO and said deposits must be guaranteed to the WCSO. All deposit information must be viewable by WCSO staff, over the internet, for auditing purposes. Bidder must be able to interface with kiosk's provided by GTL.

F. RELEASE OF INMATE FUNDS- DEBIT CARD

The bidder must also provide the WCSO with debit cards, in addition to checks, that will be given to inmates upon their release. These debit cards will contain the inmate's remaining trust account balance. The released inmate must be able to use the debit card to withdraw money from an ATM and/or make PIN-based purchases with the card. The debit cards must be able to be electronically loaded with the inmate's account balance from the awarded bidder's Inmate Trust Fund Accounting System.

- Debit release cards must carry the MasterCard® or Visa® logo.
- Debit release card must be FDIC insured.
- Service must provide immediate access to funds.
- Release cards must provide the ability to make both pin based and signature based transactions.
- Both pin based and signature based transactions must be free of charge to the cardholder.
- Release cards must allow for the first ATM withdrawal to be free of charge to the cardholder (from provider).
- Release card must have the option to be converted to a permanent re-loadable card by the cardholder.
- Release cards must have a toll-free customer service number located on the card.
- Customer service must be bi-lingual and accessible 24 hours a day, seven days a week, 365 days per year.

- Release cards must have account access 24 hours a day, seven days a week, 365 days per year.
- Facility staff must be able to load the inmate funds onto the debit release card using the inmate trust fund accounting system.
- Bidder must provide a card swipe that will allow the facility staff to populate the debit card number on the website to reduce human error.
- Facility must have access to reporting needs 24 hours a day, seven days a week, 365 days per year via the secure website.
- The debit release card program must be offered at no cost to the facility.
- Release cards must be able to load a maximum of \$2,500.00.
- Inmates must be able to activate the cards by a toll-free phone number and a secure website. Both to be free of charge to the inmate.
- Inmates must have the option to register their card with the provider upon activation.
- Bidder to provide debit cards at no cost to the WCSO or inmates

The commissary bidder may use a third party for this service and must have experience in providing said services. The third party's information including: date established, references, fee schedule, corporate structure, must be included in the commissary bidder's proposal. Each bidder must provide a detailed explanation on how they will provide this service and must provide a list of correctional facilities; including facility name, inmate size, and contact name and number, where the third party has an electronic interface as stated above.

INSTALLATION, TRAINING, AND MAINTENANCE OF CONTRACTOR'S EQUIPMENT

A. INSTALLATION

The Contractor shall accept full responsibility for the installation and efficient operation of all equipment used. The successful contractor agrees to pay all costs to interface between Tyler Odyssey courts and justice system, Global Tel*Link telephone system, and the Contractor System.

B. SERVICING

All equipment will be serviced weekly or as needed or specified by the WCSO during the entire contract period. All proposals shall include an approximate time of day for servicing equipment. Contractor will check in with a pre-named contact person each time equipment is serviced.

C. SYSTEM SUPPORT

The successful vendor shall provide the following services:

- Provide maintenance for all vendor owned/leased equipment as reasonably required or on notification by WCDC Jail staff;
- Respond to notification(s) from WCDC Jail staff to provide repairs for all vendor owned/leased equipment within four (4) hours of notification;
- Provide repair(s) to all vendor-owned/leased equipment within eight (8) hours of notification. The successful vendor shall provide written documentation to the Jail Administrator as to the nature of the problem and the expected time for the repair(s);
- Provide a toll-free support line number accessible to staff 24 hours a day, 365 days a year to address any issues or problems that may arise.

If applicable, the vendor shall provide with their proposal, a letter from their maintenance contractor for any leased equipment indicating the contractor's ability to fulfill WCDC Jail's maintenance requirements. Additionally, the letter shall state the contractor's ability to monitor and receive calls 24 hours a day, 7 days a week, and 365 days per year for the duration of the contract.

In the event of a major failure, the response time to make the repair(s) will be within four (4) hours following the notification of the failure.

NOTE: A 'MAJOR FAILURE' SHALL BE DEEMED TO HAVE OCCURRED **WHEN:**

- There is a system failure at any location;
- Any one of the system's major functions cease to operate;
- Any one of the system's major functions fails to respond to an authorized command.

D. INSTALLATION TIME

All proposals will specify the number of days required to install commissary system. Failure to state installation time will cause proposal to be rejected. Commissary system shall be integrated into the jail management system and in operation as of 12:01 a.m. Central Standard Time, on August 1, 2019.

E. TRAINING

The Successful Contractor shall be responsible for training all necessary WCSO personnel in the use of all equipment necessary for the operation of the Commissary system. Training shall take place the first day after installation has been completed, inspected, tested and accepted by the WCSO and shall be scheduled at the convenience of the Sheriff and at no expense to the WCSO.

In order to prevent a lapse in commissary services, the successful vendor shall provide initial training before the termination of the previous vendor's contract. The initial training shall consist of familiarizing and training WCDC staff on the vendor's system (hardware/software).

All vendors submitting a proposal must submit a training plan. Approximately seventy-five (75) staff members will require training before the commencement of services. Training must be available during and after normal working hours (8-5) so that all shifts may be trained without incurring additional overtime for jail staff.

Advanced training will be required for a limited number of staff for troubleshooting problems, to handle eminent issues as they arise, handling financial transactions between vendor and county, and to assist other staff members in operating the system.

Additional training may be required throughout the term of the contract at the expense of the successful vendor. The frequency of the training will be at the Jail Administrator's discretion.

F. UTILITIES AND OTHER CONSIDERATIONS

The WCSO will provide electricity, lighting, heating, and air conditioning of the designated premises, but without liability on the WCSO's part arising from temporary interruption thereof on account of breakdown, power failure, or like causes. Successful Contractor agrees that in using of such utilities, they will exercise the same degree of care and economy as would be exercised if they were paying for such utilities. No service specified herein will include janitor service. Except for utilities, successful bidder will be responsible for all bills for materials, supplies, equipment, maintenance, taxes, etc., to or at such designated premises, or of any person employed or claiming to have been employed by the successful bidder.

G. POSSESSION OF DESIGNATED PREMISES

The Successful Contractor will not take possession of the designated premises nor cause installation of commissary system until all requirements of this RFP are fulfilled. Failure to provide all prepossession requirements will constitute a material default of the contract and the WCSO may terminate the award and re-award the contract to the next Contractor as it deems to be in the best interest of the WCSO.

COMMISSIONS AND ACCOUNTING REQUIREMENTS

A. COMMISSIONS

The Contractor will provide a firm, fixed percentage commission of the total net sales for all requirements set forth in this RFP. All firm, fixed percentages must be shown in the financial proposal. The successful Contractor agrees that a breach or a failure to perform contract duties, as set forth herein, will entitle the WCSO to recover from the successful Contractor all lost profits. Because lost profits cannot be determined with certainty, the WCSO will be entitled to recover from the successful Contractor an amount equal to 25% of all gross sales, both commissary and vending. For the purposes of the provision

only, gross sales will be computed by multiplying the highest gross sales for any month of the contract by the number of months of the contract affected by the breach or failure.

B. ACCOUNTING REQUIREMENTS

On a monthly basis, the Successful Contractor will remit to WCSO a percentage commission of the total net sales for all commissaries. The total net sales will be gross sales less sales tax. The percentage commission used will be that which is shown on the contractor's RFP form.

Within ten (10) calendar days following the conclusion of the previous monthly period, the Contractor will submit its calculations of the percentage commission and will make all commissions payable to the Wichita County Sheriff's Office. The successful Contractor will be responsible for paying all sales tax and will not deduct such from the commissions owed to the WCSO. The Contractor must include with the commission payment a detailed report of sales.

C. RECORD KEEPING

The contractor shall maintain statistical data with regard to quantity purchased, unit price, extended cost, information using standard accounting procedures and practices, and made available to the Sheriff or designee upon reasonable notice.

D. RECORDS SUBJECT TO AUDIT BY WCSO

The Successful Contractor agrees that the WCSO, or its designee, reserves the right to audit, examine, and copy any and all books, records, and information relating to the operation of the commissary. All records will be maintained until the audit is completed, and all questions arising there from are resolved, or five (5) years after this contract expires or is terminated, except that records will be retained beyond the fifth year if an audit is in progress or the findings of a completed audit have not been resolved satisfactorily.

E. CHANGES TO CONTRACT

If any such changes required by law cause an increase or decrease in the cost to provide services under the agreement, the Sheriff's Office will negotiate an equitable adjustment. Any modification must be made in writing and executed