



**Request for Proposal
RFP-4215-16-NJ**

**INMATE COMMISSARY
SERVICES**

RESPONSES DUE:

April 19, 2016 prior to 10:00 AM MDT

Accepting Electronic Responses Only

**Responses Only Submitted Through the Rocky Mountain E-Purchasing
System (RMEPS)**

<https://www.rockymountainbidsystem.com/default.asp>

(Purchasing Representative does not have access or control of the vendor side of RMEPS.

If website or other problems arise during response submission, vendor MUST contact RMEPS to resolve issue prior to the response deadline. 800-835-4603)

PURCHASING REPRESENTATIVE:

Nicholas C Jones, Buyer

Nickj@gjcity.org

(970)244-1533

This solicitation has been developed specifically for a Request for Proposal intended to solicit competitive responses for this solicitation, and may not be the same as previous City of Grand Junction/Mesa County solicitations. All offerors are urged to thoroughly review this solicitation prior to submitting. Submittal by **FAX, EMAIL or HARD COPY IS NOT ACCEPTABLE** for this solicitation.

REQUEST FOR PROPOSAL

TABLE OF CONTENTS

Section

- 1.0 Administrative Information and Conditions for Submittal**
- 2.0 General Contract Terms and Conditions**
- 3.0 Insurance Requirements**
- 4.0 Specifications/Scope of Services**
- 5.0 Preparation and Submittal of Proposals**
- 6.0 Evaluation Criteria and Factors**
- 7.0 Solicitation Response Form**

REQUEST FOR PROPOSAL

SECTION 1.0: ADMINISTRATIVE INFORMATION & CONDITIONS FOR SUBMITTAL

- 1.1 Issuing Office:** This Request for Proposal (RFP) is issued by the City of Grand Junction. All contact regarding this RFP shall be directed to:
- RFP Questions:**
Nicholas C Jones, Buyer
Nickj@gjcity.org
- 1.2 Purpose:** The purpose of this RFP is to obtain proposals from qualified professional firms to provide Inmate Commissary Services as specified herein.
- 1.3 The Owner:** The Owner is Mesa County, Colorado and/or the Mesa County Sheriff's Office and/or the Mesa County Detention Facility and is referred to throughout this Solicitation. The term Owner means the Owner or his authorized representative.
- 1.4 Mandatory Site Visit/Briefing:** A **mandatory** site visit is required for all prospective offerors. The purpose of this visit will be to inspect and to clarify the contents of this Request for Proposal (RFP). **Meeting location shall be at the Mesa County Detention Facility (MCDF), located at 215 Rice Street, Grand Junction, CO 81501 on April 7, 2016 at 10:00 AM MDT.**
- 1.5 Compliance:** All participating Offerors, by their signature hereunder, shall agree to comply with all conditions, requirements, and instructions of this RFP as stated or implied herein. Should the Owner omit anything from this packet which is necessary to the clear understanding of the requirements, or should it appear that various instructions are in conflict, the Offeror(s) shall secure instructions from the Purchasing Division prior to the date and time of the submittal deadline shown in this RFP.
- 1.6 Submission:** Please refer to section 5.0 for what is to be included. **Each proposal shall be submitted in electronic format only, and only through the Rocky Mountain E-Purchasing website (<https://www.rockymountainbidsystem.com/default.asp>).** *This site offers both "free" and "paying" registration options that allow for full access of the Owner's documents and for electronic submission of proposals. (Note: "free" registration may take up to 24 hours to process. Please Plan accordingly.)* Please view our "Electronic Vendor Registration Guide" at <http://www.gjcity.org/BidOpenings.aspx> for details. For proper comparison and evaluation, the City requests that proposals be formatted as directed in Section 5.0 "Preparation and Submittal of Proposals." Submittals received that fail to follow this format may be ruled non-responsive. (Purchasing Representative does not have access or control of the vendor side of RMEPS. If website or other problems arise during response submission, vendor **MUST** contact RMEPS to resolve issue prior to the response deadline. **800-835-4603**)
- 1.7 Altering Proposals:** Any alterations made prior to opening date and time must be initialed by the signer of the proposal, guaranteeing authenticity. Proposals cannot be altered or amended after submission deadline.

- 1.8 Withdrawal of Proposal:** A proposal must be firm and valid for award and may not be withdrawn or canceled by the Offeror for sixty (60) days following the submittal deadline date, and only prior to award. The Offeror so agrees upon submittal of their proposal. After award this statement is not applicable.
- 1.9 Addenda:** All Questions shall be submitted in writing to the appropriate person as shown in Section 1.1. Any interpretations, corrections and changes to this RFP or extensions to the opening/receipt date shall be made by a written Addendum to the RFP by the Owner. Sole authority to authorize addenda shall be vested in the City of Grand Junction Purchasing Representative. Addenda will be issued electronically through the Rocky Mountain E-Purchasing website at www.rockymountainbidsystem.com. Offerors shall acknowledge receipt of all addenda in their proposal.
- 1.10 Exceptions and Substitutions:** All proposals meeting the intent of this RFP shall be considered for award. Offerors taking exception to the specifications shall do so at their own risk. The Owner reserves the right to accept or reject any or all substitutions or alternatives. When offering substitutions and/or alternatives, Offeror must state these exceptions in the section pertaining to that area. Exception/substitution, if accepted, must meet or exceed the stated intent and/or specifications. The absence of such a list shall indicate that the Offeror has not taken exceptions, and if awarded a contract, shall hold the Offeror responsible to perform in strict accordance with the specifications or scope of work contained herein.
- 1.11 Confidential Material:** All materials submitted in response to this RFP shall ultimately become public record and shall be subject to inspection after contract award. **“Proprietary or Confidential Information”** is defined as any information that is not generally known to competitors and which provides a competitive advantage. Unrestricted disclosure of proprietary information places it in the public domain. Only submittal information clearly identified with the words **“Confidential Disclosure”** and uploaded as a separate document shall establish a confidential, proprietary relationship. Any material to be treated as confidential or proprietary in nature must include a justification for the request. The request shall be reviewed and either approved or denied by the Owner. If denied, the proposer shall have the opportunity to withdraw its entire proposal, or to remove the confidential or proprietary restrictions. Neither cost nor pricing information nor the total proposal shall be considered confidential or proprietary
- 1.12 Response Material Ownership:** All proposals become the property of the Owner upon receipt and shall only be returned to the proposer at the Owner’s option. Selection or rejection of the proposal shall not affect this right. The Owner shall have the right to use all ideas or adaptations of the ideas contained in any proposal received in response to this RFP, subject to limitations outlined in the section titled “Confidential Material”. Disqualification of a proposal does not eliminate this right.
- 1.13 Minimal Standards for Responsible Prospective Offerors:** A prospective Offeror must affirmably demonstrate their responsibility. A prospective Offeror must meet the following requirements:
- Have adequate financial resources, or the ability to obtain such resources as required.

- Be able to comply with the required or proposed completion schedule.
- Have a satisfactory record of performance.
- Have a satisfactory record of integrity and ethics.
- Be otherwise qualified and eligible to receive an award and enter into a contract with the Owner.

1.14 Nonconforming Terms and Conditions: A proposal that includes terms and conditions that do not conform to the terms and conditions of this Request for Proposal is subject to rejection as non-responsive. The Owner reserves the right to permit the Offeror to withdraw nonconforming terms and conditions from its proposal prior to a determination by the Owner of non-responsiveness based on the submission of nonconforming terms and conditions

1.15 Open Records: All proposals shall be open for public inspection after the contract is awarded. Trade secrets and confidential information contained in the proposal so identified by offer as such shall be treated as confidential by the Owner to the extent allowable in the Open Records Act.

1.16 Sales Tax: City of Grand Junction/Mesa County is, by statute, exempt from the State Sales Tax and Federal Excise Tax; therefore, all fees shall not include taxes.

1.17 Public Opening: Proposals shall be opened in the City Hall Auditorium, 250 North 5th Street, Grand Junction, CO 81501, immediately following the proposal deadline. Offerors, their representatives and interested persons may be present. Only the names and locations on the proposing firms will be disclosed.

SECTION 2.0: GENERAL CONTRACT TERMS AND CONDITIONS

2.1. Acceptance of RFP Terms: A proposal submitted in response to this RFP shall constitute a binding offer. Acknowledgment of this condition shall be indicated on the Cover Letter by the Offeror or an officer of the Offeror legally authorized to execute contractual obligations. A submission in response to the RFP acknowledges acceptance by the Offeror of all terms and conditions, as set forth herein. An Offeror shall identify clearly and thoroughly any variations between its proposal and the Owner's RFP requirements. Failure to do so shall be deemed a waiver of any rights to subsequently modify the terms of performance, except as outlined or specified in the RFP.

2.2. Execution, Correlation, Intent, and Interpretations: The Contract Documents shall be signed by the Owner and Contractor. By executing the contract, the Contractor represents that they have familiarized themselves with the local conditions under which the Work is to be performed, and correlated their observations with the requirements of the Contract Documents. The Contract Documents are complementary, and what is required by any one, shall be as binding as if required by all. The intention of the documents is to include all labor, materials, equipment, services and other items necessary for the proper execution and completion of the scope of work as defined in the technical specifications and drawings contained herein. All drawings, specifications and copies furnished by the Owner are, and shall remain, Owner property. They are not to be used on any other project.

- 2.3. Permits, Fees, & Notices:** The Contractor shall secure and pay for all permits, fees and licenses necessary for the proper execution and completion of the work. The Contractor shall give all notices and comply with all laws, ordinances, rules, regulations and orders of any public authority bearing on the performance of the work. If the Contractor observes that any of the Contract Documents are at variance in any respect, Contractor shall promptly notify the Owner in writing, and any necessary changes shall be adjusted by change order/amendment. If the Contractor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the Owner, Contractor shall assume full responsibility and shall bear all costs attributable.
- 2.4. Responsibility for those Performing the Work:** The Contractor shall be responsible to the Owner for the acts and omissions of all their employees and all other persons performing any of the work under a contract with the Contractor.
- 2.5. Use of the Site:** The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits and the Contract Documents, and shall not unreasonably encumber the site with any materials or equipment.
- 2.6. Cleanup:** The Contractor at all times shall keep the premises free from accumulation of waste materials or rubbish caused by their operations. At the completion of work they shall remove all their waste materials and rubbish from and about the project, as well as all their equipment and surplus materials.
- 2.7. Payment & Completion:** The Contract Sum is stated in the Contract and is the total amount payable by the Owner to the Contractor for the performance of the work under the Contract Documents. Upon receipt of written notice that the work is ready for final inspection and acceptance and upon receipt of application for payment, the Owner's Project Manager will promptly make such inspection and, when Owner finds the work acceptable under the Contract Documents and the Contract fully performed, the Owner shall make payment in the manner provided in the Contract Documents. Partial payments will be based upon estimates, prepared by the Contractor, of the value of Work performed and materials placed in accordance with the Contract Documents.
- 2.8. Protection of Persons & Property:** The Contractor shall comply with all applicable laws, ordinances, rules, regulations and orders of any public authority having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. Contractor shall erect and maintain, as required by existing safeguards for safety and protection, and all reasonable precautions, including posting danger signs or other warnings against hazards promulgating safety regulations and notifying owners and users of adjacent utilities. When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect, or misconduct by the Contractor in the execution of the work, or in consequence of the non-execution thereof by the Contractor, they shall restore, at their own expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, rebuilding, or otherwise restoring as may be directed, or it shall make good such damage or injury in an acceptable manner.
- 2.9. Changes in the Work:** The Owner, without invalidating the contract, may order changes in the work within the general scope of the contract consisting of additions, deletions or

other revisions. All such changes in the work shall be authorized by Change Order/Amendment and shall be executed under the applicable conditions of the contract documents. A Change Order/Amendment is a written order to the Contractor signed by the Owner issued after the execution of the contract, authorizing a change in the work or an adjustment in the contract sum or the contract time.

- 2.10. Minor Changes in the Work:** The Owner shall have authority to order minor changes in the work not involving an adjustment in the contract sum or an extension of the contract time and not inconsistent with the intent of the contract documents.
- 2.11. Uncovering & Correction of Work:** The Contractor shall promptly correct all work found by the Owner as defective or as failing to conform to the contract documents. The Contractor shall bear all costs of correcting such rejected work, including the cost of the Owner's additional services thereby made necessary. The Owner shall give such notice promptly after discover of condition. All such defective or non-conforming work under the above paragraphs shall be removed from the site where necessary and the work shall be corrected to comply with the contract documents without cost to the Owner.
- 2.12. Acceptance Not Waiver:** The Owner's acceptance or approval of any work furnished hereunder shall not in any way relieve the proposer of their present responsibility to maintain the high quality, integrity and timeliness of his work. The Owner's approval or acceptance of, or payment for, any services shall not be construed as a future waiver of any rights under this Contract, or of any cause of action arising out of performance under this Contract.
- 2.13. Change Order/Amendment:** No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders/amendments to the contract shall be made in writing by the Owner Purchasing Division.
- 2.14. Assignment:** The Offeror shall not sell, assign, transfer or convey any contract resulting from this RFP, in whole or in part, without the prior written approval from the Owner.
- 2.15. Compliance with Laws:** Proposals must comply with all Federal, State, County and local laws governing or covering this type of service and the fulfillment of all ADA (Americans with Disabilities Act) requirements. Contractor hereby warrants that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and professional licenses in good standing, required by law.
- 2.16. Debarment/Suspension:** The Contractor hereby certifies that the Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Governmental department or agency.
- 2.17. Confidentiality:** All information disclosed by the Owner to the Contractor for the purpose of the work to be done or information that comes to the attention of the Contractor during the course of performing such work is to be kept strictly confidential.

- 2.18. Conflict of Interest:** No public official and/or Owner employee shall have interest in any contract resulting from this RFP.
- 2.19. Contract:** This Request for Proposal, submitted documents, and any negotiations, when properly accepted by the Owner, shall constitute a contract equally binding between the Owner and Offeror. The contract represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral, including the Proposal documents. The contract may be amended or modified with Change Orders, Field Orders, or Amendment.
- 2.20. Project Manager/Administrator:** The Project Manager, on behalf of the Owner, shall render decisions in a timely manner pertaining to the work proposed or performed by the Offeror. The Project Manager shall be responsible for approval and/or acceptance of any related performance of the Scope of Work.
- 2.21. Cancellation of Solicitation:** Any solicitation may be canceled by the Owner or any solicitation response by a vendor may be rejected in whole or in part when it is in the best interest of the Owner.
- 2.22. Contract Termination:** This contract shall remain in effect until any of the following occurs: (1) contract expires; (2) completion of services; (3) acceptance of services or, (4) for convenience terminated by either party with a written *Notice of Cancellation* stating therein the reasons for such cancellation and the effective date of cancellation at least thirty days past notification.
- 2.23. Employment Discrimination:** During the performance of any services per agreement with the Owner, the Offeror, by submitting a Proposal, agrees to the following conditions:
- 2.23.1.** The Offeror shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, disability, citizenship status, marital status, veteran status, sexual orientation, national origin, or any legally protected status except when such condition is a legitimate occupational qualification reasonably necessary for the normal operations of the Offeror. The Offeror agrees to post in conspicuous places, visible to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- 2.23.2.** The Offeror, in all solicitations or advertisements for employees placed by or on behalf of the Offeror, shall state that such Offeror is an Equal Opportunity Employer.
- 2.23.3.** Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- 2.24. Immigration Reform and Control Act of 1986 and Immigration Compliance:** The Offeror certifies that it does not and will not during the performance of the contract employ illegal alien workers or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986 and/or the immigration compliance requirements of State of Colorado C.R.S. § 8-17.5-101, *et.seq.* (House Bill 06-1343).

- 2.25. Ethics:** The Offeror shall not accept or offer gifts or anything of value nor enter into any business arrangement with any employee, official, or agent of the Owner.
- 2.26. Failure to Deliver:** In the event of failure of the Offeror to deliver services in accordance with the contract terms and conditions, the Owner, after due oral or written notice, may procure the services from other sources and hold the Offeror responsible for any costs resulting in additional purchase and administrative services. This remedy shall be in addition to any other remedies that the Owner may have.
- 2.27. Failure to Enforce:** Failure by the Owner at any time to enforce the provisions of the contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of the Owner to enforce any provision at any time in accordance with its terms.
- 2.28. Force Majeure:** The Offeror shall not be held responsible for failure to perform the duties and responsibilities imposed by the contract due to legal strikes, fires, riots, rebellions, and acts of God beyond the control of the Offeror, unless otherwise specified in the contract.
- 2.29. Indemnification:** Offeror shall defend, indemnify and save harmless the Owner and all its officers, employees, insurers, and self-insurance pool, from and against all liability, suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the Offeror, or of any Offeror's agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from proposal award. Offeror shall pay any judgment with cost which may be obtained against the Owner growing out of such injury or damages.
- 2.30. Independent Firm:** The Offeror shall be legally considered an Independent Firm and neither the Firm nor its employees shall, under any circumstances, be considered servants or agents of the Owner. The Owner shall be at no time legally responsible for any negligence or other wrongdoing by the Firm, its servants, or agents. The Owner shall not withhold from the contract payments to the Firm any federal or state unemployment taxes, federal or state income taxes, Social Security Tax or any other amounts for benefits to the Firm. Further, the Owner shall not provide to the Firm any insurance coverage or other benefits, including Workers' Compensation, normally provided by the Owner for its employees.
- 2.31. Ownership:** All plans, prints, designs, concepts, etc., shall become the property of the Owner.
- 2.32. Oral Statements:** No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this document and/or resulting agreement. All modifications to this request and any agreement must be made in writing by the Owner.
- 2.33. Patents/Copyrights:** The Offeror agrees to protect the Owner from any claims involving infringements of patents and/or copyrights. In no event shall the Owner be liable to the Offeror for any/all suits arising on the grounds of patent(s)/copyright(s) infringement.

Patent/copyright infringement shall null and void any agreement resulting from response to this RFP.

- 2.34. Remedies:** The Offeror and Owner agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.
- 2.35. Venue:** Any agreement as a result of responding to this RFP shall be deemed to have been made in, and shall be construed and interpreted in accordance with, the laws of the City of Grand Junction, Mesa County, Colorado.
- 2.36. Expenses:** Expenses incurred in preparation, submission and presentation of this RFP are the responsibility of the company and can not be charged to the Owner.
- 2.37. Sovereign Immunity:** The Owner specifically reserves its right to sovereign immunity pursuant to Colorado State Law as a defense to any action arising in conjunction to this agreement.
- 2.38. Public Funds/Non-Appropriation of Funds:** Funds for payment have been provided through the Owner's budget approved by the City Council/Board of County Commissioners for the stated fiscal year only. State of Colorado statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated orders or other obligations that may arise past the end of the stated Owner's fiscal year shall be subject to budget approval. Any contract will be subject to and must contain a governmental non-appropriation of funds clause.
- 2.39. Collusion Clause:** Each Offeror by submitting a proposal certifies that it is not party to any collusive action or any action that may be in violation of the Sherman Antitrust Act. Any and all proposals shall be rejected if there is evidence or reason for believing that collusion exists among the proposers. The Owner may or may not, at the discretion of the Owner Purchasing Representative, accept future proposals for the same service or commodities for participants in such collusion.
- 2.40. Contingency/Force Account:** Contingency/Force Account work will be authorized by the Owner's Project Manager and is defined as minor expenses to cover miscellaneous or unforeseen expenses related to the project. The expenses are not included in the Drawings, Specifications, or Scope of Work and are necessary to accomplish the scope of this contract. Contingency/Force Account Authorization will be directed by the Owner through an approved form. Contingency/Force Account funds are the property of the Owner and any Contingency/Force Account funds, not required for project completion, shall remain the property of the Owner. Contractor is not entitled to any Contingency/Force Account funds that are not authorized by Owner.
- 2.41. Gratuities:** The Contractor certifies and agrees that no gratuities or kickbacks were paid in connection with this contract, nor were any fees, commissions, gifts or other considerations made contingent upon the award of this contract. If the Contractor breaches or violates this warranty, the Owner may, at their discretion, terminate this contract without liability to the Owner.

- 2.42. OSHA Standards:** All Offerors agree and warrant that services performed in response to this invitation shall conform to the standards declared by the US Department of Labor under the Occupational Safety and Health Act of 1970 (OSHA). In the event the services do not conform to OSHA Standards, the Owner may require the services to be redone at no additional expense to the Owner.
- 2.43. Performance of the Contract:** The Owner reserves the right to enforce the performance of the contract in any manner prescribed by law or deemed to be in the best interest of the Owner in the event of breach or default of resulting contract award.
- 2.44. Benefit Claims:** The Owner shall not provide to the Contractor any insurance coverage or other benefits, including Worker's Compensation, normally provided by the Owner for its employees.
- 2.45. Default:** The Owner reserves the right to terminate the contract immediately in the event the Contractor fails to meet delivery or completion schedules, or otherwise perform in accordance with the accepted proposal. Breach of contract or default authorizes the Owner to purchase like services elsewhere and charge the full increase in cost to the defaulting Contractor.
- 2.46. Multiple Offers:** Proposers must determine for themselves which product or service to offer. If said proposer chooses to submit more than one offer, THE ALTERNATE OFFER must be clearly marked "Alternate Proposal". The Owner reserves the right to make award in the best interest of the Owner.
- 2.47. Cooperative Purchasing:** Purchases as a result of this solicitation are primarily for the Owner. Other governmental entities may be extended the opportunity to utilize the resultant contract award with the agreement of the successful provider and the participating agencies. All participating entities will be required to abide by the specifications, terms, conditions and pricings established in this Proposal. The quantities furnished in this proposal document are for only the Owner. It does not include quantities for any other jurisdiction. The Owner will be responsible only for the award for our jurisdiction. Other participating entities will place their own awards on their respective Purchase Orders through their purchasing office or use their purchasing card for purchase/payment as authorized or agreed upon between the provider and the individual entity. The Owner accepts no liability for payment of orders placed by other participating jurisdictions that choose to piggy-back on our solicitation. Orders placed by participating jurisdictions under the terms of this solicitation will indicate their specific delivery and invoicing instructions.
- 2.48. Definitions:**
- 2.48.1.** "Offeror" and/or "Proposer" refers to the person or persons legally authorized by the Consultant to make an offer and/or submit a response (fee) proposal in response to the Owner's RFP.
- 2.48.2.** The term "Work" includes all labor, materials, equipment, and/or services necessary to produce the requirements of the Contract Documents.
- 2.48.3.** "Contractor" is the person, organization, firm, vendor or consultant identified as such in the Agreement and is referred to throughout the Contract Documents. The term Contractor means the Contractor or his authorized representative.

The Contractor shall carefully study and compare the General Contract Conditions of the Contract, Specification and Drawings, Scope of Work, Addenda and Modifications and shall at once report to the Owner any error, inconsistency or omission he may discover. Contractor shall not be liable to the Owner for any damage resulting from such errors, inconsistencies or omissions. The Contractor shall not commence work without clarifying Drawings, Specifications, or Interpretations.

2.48.4. "Sub-Contractor is a person or organization who has a direct contract with the Contractor to perform any of the work at the site. The term sub-contractor is referred to throughout the contract documents and means a sub-contractor or his authorized representative.

2.49. Public Disclosure Record: If the Proposer has knowledge of their employee(s) or sub-proposers having an immediate family relationship with an Owner employee or elected official, the proposer must provide the Purchasing Representative with the name(s) of these individuals. These individuals are required to file an acceptable "Public Disclosure Record", a statement of financial interest, before conducting business with the Owner.

2.50. Keep Jobs in Colorado Act: Contractor shall be responsible for ensuring compliance with Article 17 of Title 8, Colorado Revised Statutes requiring 80% Colorado labor to be employed on public works. Contractor shall, upon reasonable notice provided by the Owner, permit the Owner to inspect documentation of identification and residency required by C.R.S. §8-17-101(2)(a). If Contractor claims it is entitled to a waiver pursuant to C.R.S. §8-17-101(1), Contractor shall state that there is insufficient Colorado labor to perform the work such that compliance with Article 17 would create an undue burden that would substantially prevent a project from proceeding to completion, and shall include evidence demonstrating the insufficiency and undue burden in its response.

Unless expressly granted a waiver by the Owner pursuant to C.R.S. §8-17-101(1), Contractor shall be responsible for ensuring compliance with Article 17 of Title 8, Colorado Revised Statutes requiring 80% Colorado labor to be employed on public works. Contractor shall, upon reasonable notice provided by the Owner, permit the Owner to inspect documentation of identification and residency required by C.R.S. §8-17-101(2)(a).

2.50.1. "Public Works project" is defined as:

- (a) any construction, alteration, repair, demolition, or improvement of any land, building, structure, facility, road, highway, bridge, or other public improvement suitable for and intended for use in the promotion of the public health, welfare, or safety and any maintenance programs for the upkeep of such projects
- (b) for which appropriate or expenditure of moneys may be reasonably expected to be \$500,000.00 or more in the aggregate for any fiscal year
- (c) except any project that receives federal moneys.

SECTION 3.0: INSURANCE REQUIREMENTS

3.1 Insurance Requirements: The selected Firm agrees to procure and maintain, at its own cost, policy(s) of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by the Firm pursuant to this Section. Such insurance shall be in addition to any other insurance requirements imposed by this Contract or by law. The Firm shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to this Section by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types.

Firm shall procure and maintain and, if applicable, shall cause any Subcontractor of the Firm to procure and maintain insurance coverage listed below. Such coverage shall be procured and maintained with forms and insurers acceptable to The Owner. All coverage shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by the Firm pursuant to this Section. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. Minimum coverage limits shall be as indicated below unless specified otherwise in the Special Conditions:

(a) Worker Compensation insurance to cover obligations imposed by applicable laws for any employee engaged in the performance of work under this Contract, and Employers' Liability insurance with minimum limits of:

ONE MILLION DOLLARS (\$1,000,000) each accident,
ONE MILLION DOLLARS (\$1,000,000) disease - policy limit, and
ONE MILLION DOLLARS (\$1,000,000) disease - each employee

(b) General Liability insurance with minimum combined single limits of:

ONE MILLION DOLLARS (\$1,000,000) each occurrence and
ONE MILLION DOLLARS (\$1,000,000) per job aggregate.

The policy shall be applicable to all premises, products and completed operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, products, and completed operations. The policy shall include coverage for explosion, collapse, and underground (XCU) hazards. The policy shall contain a severability of interests provision.

(c) Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than:

ONE MILLION DOLLARS (\$1,000,000) each occurrence and
ONE MILLION DOLLARS (\$1,000,000) aggregate

This policy shall provide coverage to protect the contractor against liability incurred as a result of the professional services performed as a result of responding to this Solicitation.

With respect to each of Consultant's owned, hired, or non-owned vehicles assigned to be used in performance of the Work. The policy shall contain a severability of interests provision.

3.2 Additional Insured Endorsement: The policies required by paragraphs (b), and (c) above shall be endorsed to include the Owner and the Owner's officers and employees as additional insureds. Every policy required above shall be primary insurance, and any insurance carried by the Owner, its officers, or its employees, or carried by or provided through any insurance pool of the Owner, shall be excess and not contributory insurance to that provided by Contractor. The Contractor shall be solely responsible for any deductible losses under any policy required above.

SECTION 4.0: SPECIFICATIONS/SCOPE OF SERVICES

- 4.1. General:** The purpose of this RFP is to obtain proposals from qualified professional firms to provide Inmate Commissary Services as specified herein.
- 4.2. Objectives:** The contract between the successful offeror and the Owner will result in the following objectives:
- 4.2.1.** To provide and deliver high quality commissary services to inmates in a secure environment. The contractor and the Owner are to mutually agree upon the items to be carried in the commissary program. After the initial menu is approved, no items are to be added without permission of the Owner and no items are to be deleted without notice to the Owner.
 - 4.2.2.** To operate a commissary service program in a cost-effective manner and at no cost to Owner.
 - 4.2.3.** To maintain a market price philosophy with regard to the retail selling price of commissary items sold to inmates.
 - 4.2.4.** To maintain an open, collaborative relationship with the Owner administration and staff.
 - 4.2.5.** To guarantee an uninterrupted level of service.
 - 4.2.6.** To provide the facility with the option of an inmate accounting system at no cost to the Owner that addresses the accounting needs of the facility, to include: software, hardware, support, technical support, maintenance, and all interfaces necessary for and between inmate commissary, inmate accounting, and the facility's jail management system(s). The Owner currently utilizes New World's Jail Management System and New World's accounting.
 - 4.2.7.** The Owner will have the final authority in all matters relating to commissary services within the facility.
- 4.3. Contractor Requirements:**
- 4.3.1.** The Contractor shall be properly licensed at all times. The Contractor agrees to pay all necessary federal, state, and local licenses, including the collection and payment of all required sales tax.
 - 4.3.2.** The Contractor shall obey all federal, state, and local laws, ordinances, and resolutions regarding health, sanitation, and safety.
 - 4.3.3.** The contractor shall assume full responsibility for the purchase of supplies, and shall maintain and bear the cost related to the purchase and storage of inventory. The contractor shall maintain sufficient stock to provide uninterrupted service.
 - 4.3.4.** The Contractor shall provide commissary of sufficient variety to include regional, ethnic, religious and gender-based consideration for the population of the facility.
 - 4.3.5.** The Contractor shall be responsible for immediately reporting all facts relating to losses and/or personal injury to designated facility staff.
 - 4.3.6.** The Contractor shall provide commissary ordering through electronic kiosks and/or tablets in the housing units. The Owner's current commissary provider utilizes inmate kiosks. Currently there are 13 installed kiosks. Should the awarded contractor choose to utilize mounted kiosks, as opposed to tablets, the Owner has a need for at least one additional mounted kiosk.
 - 4.3.7.** The Contractor will provide kiosks for cash and credit card input in both the lobby

of the jail facility and in the pre-screen booking area of the facility. These kiosks must have an interface with the inmate banking account. The lobby kiosks and the booking kiosks must be installed and operational before December 31st, 2016.

- 4.3.8.** The Contractor will be responsible for the cost of any necessary interfaces between the JMS, the selected accounting software (whether the Owner's selection is to move to the contractor's accounting software or to continue using the New World accounting software), the cash/credit kiosks and the inmate ordering system.
- 4.3.9.** The Contractor will not sell commissary to inmates in excess of the inmate's cash balance.
- 4.3.10.** The Contractor shall not sell commissary items to inmates in excess of the commissary limit set by the facility.
- 4.3.11.** The Contractor shall be responsible to keep the Owner aware of new products that may be offered.
- 4.3.12.** No outdated items or items needing refrigeration after opening may be sold.
- 4.3.13.** The Contractor shall not give or sell commissary items to Owner or facility staff.
- 4.3.14.** The Contractor shall clear all press/media related matters with the Owner prior to communication with the press or media.
- 4.3.15.** The Contractor must have a current Colorado Money Transmitter Certificate. A copy of the certificate must be submitted with proposal.

4.4. Contractor Staff Requirements:

- 4.4.1.** All employees of the awarded Contractor who will work in the facility must be approved by the Mesa County Sheriff's Office. The Mesa County Sheriff's Office reserves the right to conduct reference checks, background investigations, and criminal history checks on any potential employees of the program.
 - i. The facility reserves the right to restrict access to the facility or require immediate removal of any person(s) without prior notification on a temporary or permanent restriction.
 - ii. The Contractor shall advise the Owner when it has knowledge that any of its employees have been charged with a crime during the contract period.
- 4.4.2.** During the performance of this contract, the Contractor agrees to provide a drug-free workplace for the Contractor's employees.
- 4.4.3.** Contractor's employees shall conduct themselves in a professional manner at all times and shall not behave in such a way so as to disrupt the general management of the Sheriff's Office.
- 4.4.4.** The Contractor agrees that its employees assigned to duty at the facility will submit periodic drug screens at least as frequently as required by law and will submit satisfactory evidence of compliance with all health regulations upon request of the Owner.
- 4.4.5.** Contractor staff shall be responsive to the Mesa County Sheriff's Office requirements, directives, policies, and procedures.
- 4.4.6.** The Contractor shall provide trained, professional, and experienced management and supervisory staff.
- 4.4.7.** Contractor staff shall not fraternize with inmates or otherwise engage in activities with inmates that could endanger anyone's safety, liberty, or property, or disrupt detention operations.
- 4.4.8.** Contractor staff shall wear uniforms that in some way identify the name of the

company. Identification issued by the Mesa County Sheriff's Office shall be worn by contractor staff. Shorts may not be worn in the facility.

4.5. Contractor Qualifications: The contractor shall:

- 4.5.1. Be organized for the purpose of providing correctional commissary service.
- 4.5.2. Have a minimum of three (3) years of experience providing this service, with proven effectiveness in administering large-scale correctional commissary service programs.
- 4.5.3. Provide proven ability for a contract start-up by July 1, 2016.
- 4.5.4. Have a central office capability to supervise and monitor the program, ensuring satisfactory provision of services.
- 4.5.5. Submit a complete and audited copy of a current company financial report.
- 4.5.6. Submit a list of three references, including the name of the institution, address, contact person, and telephone number. Within the list of references, two of the three provided references must be for facilities with an ADP of 300 or greater.

4.6. Inmate Accounting Software:

- 4.6.1. Contractor must provide or accommodate an option for Inmate Accounting software which adheres to generally accepted accounting principles and is capable of being audited by the Owner. The inmate accounting software must be approved by the Mesa County Sheriff's Office.
- 4.6.2. Contractor shall provide all hardware and software to keep accurate records of all commissary activity and balances of inmate accounts.
- 4.6.3. The system must be multi-terminal with multi-user capability. Transactions performed at one facility must be "live" in all facilities.
- 4.6.4. The system must contain a complete general ledger and allow for trial balance reporting. There must be a function for a checkbook and checkbook reconciliation. The system must contain the ability to set annual fiscal maintenance and to run general ledger reports on any accounts or subaccounts contained in the general ledger.
- 4.6.5. The system must interface with the jail's management system to open the inmate's account at the time of booking and must be capable of entering the arrestee's funds at the time of booking. The inmate's account must be tied to a permanent ID number, which will allow accounts to be opened as needed and at any subsequent bookings. The system must track the inmate's name, birthdate, and gender.
- 4.6.6. The system must allow for:
 - i. Adding of funds to the account;
 - ii. Releasing of funds in the form of a check and/or debit card, either as a withdrawal from the inmate's account or upon closing of the inmate's account;
 - iii. Deduction of funds from the account for commissary purchases and other facility charges, as determined by the facility, according to a priority set by the facility.
 - iv. Reopening of an account for subsequent bookings or other purpose;
 - v. Carrying of negative balances for facility charges owed;
 - vi. Changing of an inmate's housing location, through the interface with the jail management system;
 - vii. Receiving and disbursing funds for bail;

- viii. Reporting and maintenance of inactive inmate accounts;
 - ix. The ability to restrict and control commissary purchases (e.g., medical restrictions, sugar restrictions, disciplinary restrictions, religious diet restrictions, classification controls, gender restrictions, indigent status);
 - x. A complete audit trail on all transactions;
 - xi. The ability to generate reports for a given range of dates or for particular inmates, including, but not limited to: sales reports, cash reports, checkbook reports, resident reports, bail reports, receivable reports, general ledger reports, payroll reports;
 - xii. A comprehensive checkbook management feature;
 - xiii. Various levels of security based on individual login.
- 4.6.7.** The Contractor shall train the facility employees on the use of the accounting system.
- 4.6.8.** The Contractor must install the system and provide ongoing support. Support must be available 24/7.
- 4.6.9.** Software updates must be at no cost to the Owner for the length of the contract.
- 4.6.10.** All required hardware will be provided by and maintained by the Contractor for the length of the contract.
- 4.6.11.** All data must be backed up and maintained by the Contractor.
- 4.6.12.** The Contractor must be able to convert existing inmate accounting system history, if required by the Owner.
- 4.6.13.** The Contractor agrees that all historical inmate accounting system data is the property of the Owner.

4.7. Owner Requirements: The Owner shall be responsible for and provide:

- 4.7.1.** Access to inmates for ordering commissary.
- 4.7.2.** Adequate ingress and egress to all commissary service areas.
- 4.7.3.** Personnel to facilitate and control inmate accounts.
- 4.7.4.** All deliveries are to be made upon a mutually agreed upon schedule for commissary delivery, at least once per week, between the Owner and the Contractor. Adjustments may be made on holidays, if necessary. During emergency/security situations, the Owner may elect to modify or postpone commissary services. Prior notification of lockdown situations shall be given to the Contractor whenever possible.
- 4.7.5.** Inmate disciplinary actions for inmates violating facility rules as related to commissary.
- 4.7.6.** Facility training for contractor employees.

4.8. Additional Information:

- 4.8.1.** The Mesa County Detention Facility currently utilizes paper forms for inmate kites and grievances. Although not considered a requirement for responsiveness to this RFP, the Owner is open to/interested in contractor options for automated kites/grievances through their commissary ordering kiosks/tablet solutions.
- 4.8.2.** The Mesa County Detention Facility currently does not offer any type of inmate e-mail system to its inmates. Although not considered a requirement for responsiveness to this RFP, the Owner is open to/interested in contractor options to provide inmate e-mail through their commissary ordering kiosks/tablet solutions.

4.8.3. The Mesa County Detention Facility stated bed capacity (housing areas, not counting booking holding) is 392. ADP for the 12 month period of February 2015 - February 2016 was 392.

4.9. Mandatory Site Visit/Briefing: A mandatory site visit is required for all prospective offerors. The purpose of this visit will be to inspect and to clarify the contents of this Request for Proposal (RFP). Meeting location shall be at the Mesa County Detention Facility (MCDF), located at 215 Rice Street, Grand Junction, CO 81501 on April 7, 2016 at 10:00 AM MDT.

4.10. RFP Time Schedule:

- | | |
|--|-------------------|
| • Request for Proposal available | March 25, 2016 |
| • Mandatory Site Visit | April 7, 2016 |
| • Inquiry deadline, no questions after this date | April 14, 2016 |
| • Addenda Issued by | April 15, 2016 |
| • Submittal deadline for proposals | April 19, 2016 |
| • Owner evaluation of proposals** | April 19-22, 2016 |
| • Final selection** | April 29, 2016 |
| • Board of County Commissioners Approval** | May 16, 2016 |
| • Work begins | July 1, 2016 |

**Items are tentative

4.11. Questions Regarding Scope of Services:

Nicholas C Jones, Buyer
Nickj@gjcity.org

4.12. Contract: The initial contract period shall be twelve (12) months beginning upon the execution of a subsequent contract. The awarded contractor and the Owner agree that this Proposal or subsequent contract may, upon mutual agreement of the supplier and the Owner, be extended under the terms and conditions of the contract for up to four (4), additional one (1) year contract periods, contingent upon appropriation/approval by the Mesa County Board of County Commissioners and satisfaction of both parties.

SECTION 5.0: PREPARATION AND SUBMITTAL OF PROPOSALS

Submission: Each proposal shall be submitted in electronic format only, and only through the Rocky Mountain E-Purchasing website (<https://www.rockymountainbidssystem.com/default.asp>). This site offers both “free” and “paying” registration options that allow for full access of the Owner’s documents and for electronic submission of proposals. (Note: “free” registration may take up to 24 hours to process. Please Plan accordingly.) Please view our “**Electronic Vendor Registration Guide**” at <http://www.gjcity.org/BidOpenings.aspx> for details. (Purchasing Representative does not have access or control of the vendor side of RMEPS. If website or other problems arise during response submission, vendor **MUST** contact RMEPS to resolve issue prior to the response deadline; **800-835-4603**). Offerors are required to indicate their interest in this Project, show their specific experience and address their capability to perform the Scope of Services in the Time Schedule as set forth herein. For proper comparison and evaluation, the Owner requires that proposals be formatted **A to G**. Omission of any of the required documents may result in the proposer being deemed unresponsive:

- A. Cover Letter:** Cover letter shall be provided which explains the Firm’s interest in the project. The letter shall contain the name/address/phone number/email of the person who will serve as the firm's principal contact person with Owner’s Contract Administrator and shall identify individual(s) who will be authorized to make presentations on behalf of the firm. The statement shall bear the signature of the person having proper authority to make formal commitments on behalf of the firm. The Cover Letter shall also acknowledge receipt of any Addenda issued to the solicitation. By submitting a response to this solicitation the Contractor agrees to all requirements herein.
- B. Qualifications/Experience/Credentials:** Proposers shall provide their qualifications for consideration as a contract provider to the Owner and include prior experience in similar projects.
- C. Strategy and Implementation Plan:** Describe your (the firm’s) interpretation of the Owner’s objectives with regard to this RFP. Describe the proposed strategy and/or plan for achieving the objectives of this RFP. The Firm may utilize a written narrative or any other printed technique to demonstrate their ability to satisfy the Scope of Services. The narrative should describe a logical progression of tasks and efforts starting with the initial steps or tasks to be accomplished and continuing until all proposed tasks are fully described and the RFP objectives are accomplished. Include a **time schedule** for completion of your firm’s implementation plan and an estimate of time commitments from Owner staff. Each one of the following items shall also be addressed in this section:
 - i. Complete and provide a sample menu with sales prices.
 - ii. Description of the Contractor’s inmate accounting software.
 - iii. Description of Contractor’s ability to provide, support, and maintain hardware.
 - iv. Description of delivery procedures of the proposed commissary service, including a description of the warehouse and the ability of the Contractor to provide service from an off-premise warehouse.
 - v. Description of how inmate complaints are to be handled.
 - vi. Description of procedures for providing for safe, sanitary, and secure commissary services, including supervision and controls to ensure contraband is not introduced into

the facility.

vii. Description of the commission that will be offered to Mesa County and how the commission will be tabulated.

viii. Any additional information or program not specifically addressed in this RFP.

- D. References:** A minimum of three (3) **references** with name, address, telephone number, and email address that can attest to your experience in projects of similar scope and size as stated in "Section 4.5.6".
- E. Financial Statements:** Proposer shall provide a financial statement, as prepared by a certified public accountant, for their prior fiscal year, consisting of a balance sheet, profit and loss statement and such other financial statements as may be appropriate, which shall demonstrate that the proposer possesses adequate financial ability and stability to enable the Proposer to fulfill their obligations under the terms of this RFP. If requested by the Proposer, such information shall be treated as confidential by the Owner and shall not be subject to public disclosure. These documents must depict the financial status of that entity, subsidiary, division, or subdivision thereof, which will actually provide services. If the Proposer is a partnership or joint venture, individual financial statements must be submitted for each general partner or joint venture thereof. Consolidated balance sheets and profit/loss statements depicting the financial status of a Parent Corporation or joint venture shall not be considered an acceptable response.
- F. Colorado Money Transmitter Certificate:** Provide a copy of the Contractor's Colorado Money Transmitter Certificate as referenced in "Section 4.3.15".
- G. Additional Data (optional):** Provide any additional information that will aid in evaluation of your qualifications with respect to this project.

SECTION 6.0: EVALUATION CRITERIA AND FACTORS

- 6.1 Evaluation:** An evaluation team shall review all responses and select the proposal or proposals that best demonstrate the capability in all aspects to perform the scope of services and possess the integrity and reliability that will ensure good faith performance.
- 6.2 Intent:** Only respondents who meet the qualification criteria will be considered. Therefore, it is imperative that the submitted proposal clearly indicate the firm's ability to provide the services described herein.

Submittal evaluations will be done in accordance with the criteria and procedure defined herein. The Owner reserves the right to reject any and all portions of proposals and take into consideration past performance. The following parameters will be used to evaluate the submittals (in no particular order of priority):

- Responsiveness of submittal to the RFP
- Understanding of the project and the objectives
- Experience
- Necessary Resources
- Inmate Accounting Software
- Strategy & Implementation Plan
- Demonstrated Capability
- References
- Financial Stability
- Fees
- Commission Offered

Owner also reserves the right to take into consideration past performance of previous awards/contracts with the Owner of any vendor, contractor, supplier, or service provider in determining final award(s).

The Owner will undertake negotiations with the top rated firm and will not negotiate with lower rated firms unless negotiations with higher rated firms have been unsuccessful and terminated.

- 6.3 Oral Interviews:** The Owner may invite the most qualified rated proposers to participate in oral interviews.
- 6.4 Award:** Firms shall be ranked or disqualified based on the criteria listed in Section 6.2. The Owner reserves the right to consider all of the information submitted and/or oral presentations, if required, in selecting the project Contractor.