

**Request for Proposal**

**Correctional Commissary Services**

**Imperial County Sheriff’s Office**

RFP No.: 1021-24

**Release Date: March 06, 2024**

**Proposal Due Date: April 22, 2024**

**Refer ALL Inquiries to:**

**Imperial County Purchasing Department**

**Attn: Rhoda Hoffman**

**Purchasing Supervisor**

**1125 Main Street**

**El Centro, CA 92243**

**Telephone – (442) 265-1866**

**Email –** [**rhodahoffman@co.imperial.ca.us**](mailto:rhodahoffman@co.imperial.ca.us)

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# **INTRODUCTION**

## Request for Proposal

* + 1. The Imperial County Sheriff’s Office (“Imperial County”) invites responses to this Request for Proposal (RFP) from qualified, experienced Vendors who can provide reliable, cost effective incarcerated person commissary services that meet the requirements described in this RFP at the following facilities (“Facilities”):

Regional Adult Detention Facility (RADF)

328 Applestill Road

El Centro, CA 92243

Herbert Hughes Correctional Center (HHCC)

328 Applestill Road

El Centro, CA 92243

Oren R. Fox Detention Facility (“Oren Fox”)

328 Applestill Road

El Centro, CA 92243

* + 1. Commissary services shall include (at a minimum) order processing, delivery of purchased goods, inventory management, accounting and reporting, software compatible with Imperial County’s existing Viapath phone system and ProPhoenix Jail Management System (JMS), and software support, and all other services associated with providing commissary services at the Facilities described herein at no cost to the Imperial County Sheriff’s Office and at no cost above the compensation provided for in a subsequent Agreement for Services.
    2. Details about the Imperial County Facilities can be found in **Attachment 1, Section A (Facility Specifications)** Imperial County is seeking an experienced Vendor to provide a commissary system to regularly deliver pre- bagged commissary **Attachment 1, Section A (Facility Specifications).**

## Background

* + 1. The Imperial County Sheriff’s Office Corrections Bureau is comprised of three separate correctional facilities (within the same compound) housing pre-trial and sentenced male and female incarcerated persons that may be housed at the facilities anywhere from one day to five+ years. The Facilities house maximum, medium and minimum security incarcerated persons. Imperial County currently internally manages its commissary environment wherein the Facility staff is responsible for the procurement of inventory, order processing, delivery and distribution of incarcerated person ordered goods. The ordering process is paper-based utilizing bubble sheets and requires manual input to deduct the total purchases from the incarcerated person’s trust account that is managed by the JMS.
    2. Imperial County does not currently allow outside parties to purchase commissary goods for the incarcerated persons. Imperial County is seeking to add this service as part of this RFP and subsequent Agreement.

## Designated Agent

* + 1. Imperial County may engage third party consultants both in the process of this procurement and in the management of the day-to-day operations of the commissary services. If a consultant or agent (“Designated Agent”) is engaged, Vendor will cooperate with the Designated Agent as directed by Imperial County, including following instructions found in this RFP, and if awarded, the operation of the commissary services. Throughout this RFP, Imperial County shall be deemed to include both Imperial County and its Designated Agent or consultant, if any.

# **PROPOSAL INSTRUCTIONS, FORMAT, CONTENT AND SUBMISSION**



## Schedule of Events

* + 1. The following is Imperial County’s best estimate of the schedule of events (“Schedule of Events”). Imperial County reserves the right to revise the Schedule of Events at any time. Unless otherwise specified, the times provided are Pacific Standard Time (PST.)
    2. Proposals must be received no later than 4:00 p.m. PST on April 22, 2024 (“Proposal Due Date”) at the location specified in [**Section 2.5. Questions or Comments**.](#_Questions_or_Comments)

**Table 1-Schedule of Events**

|  |  |
| --- | --- |
| **Event** | **Date** |
| Release of the RFP | March 6, 2024 |
| Deadline for Written Questions from Vendors | March 15, 2024 |
| Dissemination of Answers to Written Questions | March 22, 2024 |
| Letter of Intent | March 29, 2024 |
| Oral Presentation | April 10, 2024 |
| Proposal Due Date | April 22, 2024 |

## General Format

* + 1. Vendor must completely respond to all requests for information and forms contained in this RFP to be considered for award. Brochures and advertisements will be considered an incomplete reply to requests for information. Vendor is solely responsible for the accuracy and completeness of its proposal. Proposals considered incomplete by Imperial County may be rejected without notification.
    2. Emphasis should be on completeness and clarity of content. Proposals shall provide a straightforward, concise description of Vendor’s ability to satisfy the requirements in this RFP.

## Format Requirements

* + 1. The RFP consists of the main document, **RFP # 1021-24 Imperial County Correctional Commissary Services,** **Attachment 1- Additional RFP Information, and Attachment 2 - Sample Agreement.**
    2. The original RFP text, as well as any appendices, amendments, addenda or other correspondence related to this RFP may not be manually, electronically or otherwise altered by Vendor. Any Vendor proposal containing altered, deleted or additional non-original RFP text may be disqualified.
    3. Proposals shall be prepared on standard 8 1/2" x 11" paper with a 12-point font with each page numbered.
    4. The cover letter shall be printed on Vendor letterhead and signed by a company officer with the authority to provide a proposal to this RFP and contract with Imperial County.
    5. The executive summary shall be a concise summation of the Vendor’s experience and qualifications and the proposed commissary solution presented in this RFP. Imperial County requirements that are addressed only in the executive summary and not included in the applicable sections will be considered non-compliant.
    6. Vendor’s proposal must follow the format of this RFP. A complete response to each section and numbered item must be provided.
    7. Several sections and numbered items require additional explanation and should include specific concise responses that fully address the question/information requested in that section. Include only those exhibits and/or visual aids that are clearly relevant to the specific section and numbered item.
    8. All information contained in Vendor’s proposal must be relevant to a section or numbered item of this RFP. Any information which does not meet this criterion shall be deemed extraneous and shall not be evaluated.
    9. Vendor may include a complete client list or general vendor information as an attachment to its RFP response.
    10. Failure to follow the instructions in this RFP may, at Imperial County’s sole discretion, result in the rejection of Vendor’s proposal.
    11. All costs and expenses relating to the preparation and submission of Vendor’s proposal shall be the responsibility of Vendor.

## Submission of Proposal

* + 1. Deliver 6 paper copies (1 original and 5 copies) and 1 complete electronic copy of the proposal on or before the Proposal Due Date. Proposals must be directed to the RFP contact specified in [**Section 2.5. Questions or Comments.**](#_Questions_or_Comments)
    2. The electronic copy, inclusive of all required documents and attachments, must be in a searchable format. Non-searchable documents may be considered non-compliant. Vendor is responsible for ensuring the electronic version and the chosen media are free from any viruses, malware or malicious code. Compromised electronic versions will be considered non-compliant.
    3. The outside of the proposal must be labeled “**INCARCERATED PERSON COMMISSARY SERVICES PROPOSAL”**,and include the RFP number and Vendor name.
    4. Late proposals to this RFP will not be considered. The rejection of untimely proposals will be at the sole discretion of Imperial County. If rejected, the proposal will be returned to the Vendor unopened.
    5. Imperial County assumes no responsibility for delays in any form of carrier, mail or delivery service causing the proposal to be received after the Proposal Due Date and time listed in the Schedule of Events**.** Vendor is responsible for late deliveries or mail delays. Postmarking by the Proposal Due Date shall not substitute for the actual proposal receipt.
    6. Submission by facsimile, telephone or email is not permitted.
    7. Vendor may modify its submitted proposal by providing a written and signed request to the RFP contact specifying the modification(s), prior to the Proposal Due Date. Imperial County will not accept any modifications to Vendor’s proposal after the Proposal Due Date except in connection with a requested clarification(s) or Best and Final Offer (BAFO).
    8. Vendor may withdraw its submitted proposal by providing a written and signed request to the RFP contact at any time prior to the Proposal Due Date.
    9. Vendor is responsible for all errors or omissions contained in its proposal.

## Questions or Comments

* + 1. Vendor must direct all questions and/or comments to the RFP contact listed below. All questions must be written, aggregated into a comprehensive document and submitted electronically.
    2. Imperial County shall deliver the answers to the questions and/or comments received on or before the date specified in the Schedule of Events. Any questions and/or comments submitted by the Vendors after the due date will not be answered by Imperial County.
    3. Only written communication executed by Imperial County in the form of an amendment or addendum shall be considered binding.
    4. Vendor shall not contact any of Imperial County’s employees or any employee at the Facilities regarding this RFP during the RFP process. Inappropriate contact by Vendor may result in Imperial County’s rejection of Vendor’s proposal.
    5. RFP questions or comments shall be emailed to:

**Imperial County Purchasing Department**

**Attn: Rhoda Hoffman**

**Purchasing Supervisor**

**1125 Main Street**

**El Centro, CA 92243**

**Telephone – (442) 265-1866 Email –** [**rhodahoffman@co.imperial.ca.us**](mailto:rhodahoffman@co.imperial.ca.us)

## RFP Specification Changes

* + 1. Imperial County reserves the right, at any time, to amend any portion of this RFP in the form of an addendum or amendment at its own discretion and without prior notice.
    2. Vendor shall acknowledge receipt of addenda using **Attachment 1, Section I (Receipt of Addenda).**
    3. Imperial County reserves the right to withdraw and/or reissue the RFP in whole or in part at any time during the RFP process. Imperial County reserves the right not to award an agreement pursuant to this RFP.
    4. Vendor’s submission of a proposal shall not bestow any rights upon Vendor nor obligate Imperial County in any manner.

## Acceptance Period

* + 1. Vendor’s submission of a proposal indicates Vendor agrees the proposal will remain valid for a minimum of 120 days from the Proposal Due Date (“Acceptance Period”). A proposal requesting less than 120 days may be rejected. Vendor may specify a longer Acceptance Period.
    2. If Vendor’s proposal is accepted within the Acceptance Period, Vendor agrees to furnish any or all items or services as negotiated, and under the terms and conditions specified in this RFP, its amendments(s) and/or addenda. Imperial County shall create an agreement for execution by Imperial County and the awarded Vendor, which shall contain the terms and conditions in this RFP, its amendments and/or addenda, and as negotiated by Imperial County and awarded Vendor (“Agreement”).

## Response Instructions

* + 1. Each Vendor must provide all documentation required. Responses should follow the same numerical sequence and structure as this RFP with additional Vendor requested information provided as indicated in **Table 2 – RFP Response Order.**

**Table 2 - RFP Response Order**

|  |  |
| --- | --- |
| **Item** | **Maximum Page Limit** |
| COVER LETTER | 1 |
| TABLE OF CONTENTS | 3 |
| EXECUTIVE SUMMARY | 4 |
| VENDORS RESPONSE: The Main RFP Document including all subsections and numbered items and the Vendor’s responses to each numbered section | 175 |
| ATTACHMENT 1: Sections B through H | No page limit |
| Vendor Exhibit 1: Vendor Documentation, State Business Registrations & Licenses. | No page limit |
| Vendor Exhibit 2: Vendor Financial Statements, including Dun & Bradstreet Reports or equivalent. | No page limit |
| Vendor Exhibit 3: Resume | 2 pages each |
| Vendor Exhibit 4: Implementation Plan(s) | 8 |
| Vendor Exhibit 5: Disaster Recovery Plan | 4 |
| Vendor Exhibit 6: Service Escalation Matrix | 2 |
| Vendor Exhibit 7: Maintenance Policies/Procedures | 5 |
| Vendor Exhibit 8: Commissary System Report(s) and File Samples | No page limit |
| Vendor Exhibit 9: Equipment Specification Sheets | 10 |
| Vendor Exhibit 10: Sample Training Plan and User Documentation | 20 |
| Vendor Exhibit 11: Other Vendor Brochures | 20 |

* + 1. A complete response for each section and numbered specification of this RFP must be provided by Vendor. If Vendor is in full compliance with the section or numbered specification, the appropriate response is, “Read, agreed and will comply.” Otherwise, Vendor’s response should state, “Read and do not comply” and will be considered an exception (“Exception”).
    2. Some of the specifications will require explanation or documentation by the Vendor. The explanation shall be provided only for those items that request an explanation or documentation and shall be provided as part of the response.
    3. All Exceptions to this RFP, where Vendor’s response is “Read and do not comply,” must be addressed and listed in **Attachment 1, Section H (Exceptions to the RFP)**. Please provide exhibits that clearly reference specific conditions.

# **GENERAL INFORMATION**



## Implementation Plan

* + 1. Vendor shall provide a detailed implementation plan for installation and/or transition of commissary services inclusive of software compatible with Imperial County’s existing Viapath phone system and ProPhoenix JMS. The implementation plan shall include specific tasks that will be required to complete the implementation process of the commissary environment to the awarded Vendor. The implementation plan shall highlight important milestone dates with a description of what the milestones include. The initial implementation of the commissary services must be completed within 60 days from the execution date of the Agreement. If Vendor’s proposed implementation plan should exceed this timeframe, Vendor shall include a detailed explanation in **Attachment 1, Section H (Exceptions to the RFP).**

## Transition

* + 1. For the initial installation, Vendor will work with Imperial County to ensure an orderly transition from an internally managed commissary environment to Vendor’s commissary services solution, ensuring continuity of the services required by Imperial County.
    2. Upon expiration or cancellation of the Agreement or in the event Imperial County exercises its right to terminate the Agreement, Vendor shall accept the direction of Imperial County to ensure commissary services are smoothly transitioned. At a minimum, the following shall apply:
       1. Vendor acknowledges that all documentation, reports, data, etc., contained in the commissary system are the property of Imperial County. Imperial County acknowledges the commissary system hardware and software are the property of Vendor.
       2. The documentation, reports, data, etc. for the Facilities shall be provided to Imperial County by Vendor on a storage medium and in a user-friendly, searchable and electronic format at no cost to Imperial County. Said documentation and data shall be provided 45 days following the expiration, termination and/or cancellation of the Agreement or within 60 days following the last day commissary services are provided by Vendor, whichever occurs first. Vendor shall accept Imperial County’s decision whether the solution provided is acceptable.
          1. As an alternative and at no cost to Imperial County, Vendor shall allow Imperial County web based access to all documentation, reports, data, etc. contained in the commissary system for a period of 2 years following the expiration, termination or cancellation of the Agreement. Vendor shall provide such access to Imperial County within 7 days following the expiration, termination and/or cancellation of the Agreement or within 15 days following the last day commissary services are provided by Vendor, whichever occurs first. Vendor shall accept Imperial County’s decision whether the access provided is acceptable.
    3. Vendor shall discontinue providing service or accepting new assignments under the terms of the Agreement, on the date(s) specified. Vendor agrees to continue providing all services in accordance with the terms and conditions, requirements and specifications of the Agreement for a period not to exceed 90 calendar days after the expiration, termination or cancellation date of the Agreement. Commission payments will be due and payable by Vendor to Imperial County at the percentage provided in the Agreement until services are no longer handled by Vendor.

## Confidentiality and Public Disclosure

* + 1. The successful Vendor shall treat all information obtained from Imperial County, which is not generally available to the public, as confidential and/or proprietary to Imperial County. Vendor shall exercise all reasonable precautions to prevent any information derived from such sources from being disclosed to any other person.
    2. By submission of a proposal, Vendor acknowledges and agrees that Imperial County is subject to state and local public disclosure laws and, as such, is legally obligated to disclose any public documents, including proposals, to the extent required thereunder. Without limiting the foregoing sentence, Imperial County’s legal obligations shall not be limited or expanded in any way by a Vendor’s assertion of confidentiality and/or proprietary data.
    3. Vendor’s proprietary and/or confidential information included in Vendor’s response to this RFP must be clearly marked and identified as such. If such proprietary and/or confidential information is a trade secret(s), such trade secret(s) will be subject to disclosure if required by applicable California public disclosure and open records laws. Vendor shall not intentionally mark any portion of its proposal as “proprietary” or “confidential” that it does not have a good faith belief to be proprietary or confidential or in any other way to attempt to prohibit compliance with public record disclosure requirements. Should Vendor’s information, which is marked as proprietary or confidential, be requested as part of a public information act request, Imperial County may notify Vendor in writing before such information is released as required by the applicable act or law. Vendor agrees, at its expense, to defend and hold harmless Imperial County from claims involving infringement of any intellectual property.

## Agreement Period

* + 1. Imperial County intends to award a 3-year Agreement (“Initial Term”) with the option to renew for 2 additional, 1-year terms or on a month-to-month basis (not to exceed 12 months). All terms and conditions, requirements and specifications of the Agreement shall remain the same and apply during any renewal term(s). The Agreement shall not automatically renew.

## Mergers/Assignment

* + 1. The services to be performed under the Agreement shall not be assigned, sublet or transferred without 30 days advance written notification to Imperial County and then only upon Vendor’s receipt of Imperial County’s written consent.
    2. Upon receipt of Imperial County’s written consent, any such purchaser, assignee, successor, or delegate shall thereupon assume all rights and responsibilities of Vendor. However, Imperial County may assign any and/or all of its rights and obligations hereunder without Vendor’s written consent but upon Imperial County’s written notice thereof to Vendor. Imperial County may assign its rights:
       1. To any Affiliate;
       2. Pursuant to any sale or transfer of all or substantially all of its business or assets;
       3. Pursuant to any merger, acquisition or reorganization; or
       4. As part of a bona fide pledge to a third, party lending institution of collateral of the assignor’s rights hereunder.
    3. If subsequent to this RFP and the execution of the Agreement, Vendor merges or is acquired by another entity, the following documents must be submitted to Imperial County:
       1. Corporate resolutions prepared by the awarded Vendor and the new entity ratifying acceptance of all of the Agreement and its terms, conditions and processes;
       2. New Vendor’s Federal Identification Number (FEIN) if applicable; and
       3. Other documentation requested by Imperial County.
    4. Vendor expressly understands and agrees that it assumes and is solely responsible for all legal and financial responsibilities related to the execution of a subcontract. Vendor agrees that utilization of a subcontractor to provide any of the products/services in the Agreement shall in no way relieve Vendor of the responsibility for providing the products/services as described and set forth herein.

## Non-Discrimination of Employment

* + 1. Vendor’s proposal must indicate that Vendor will recruit, select, train, promote, transfer and release its staff without regard to race, color, religion, national origin, handicap, age, or gender (except where age or gender is a bona fide occupational qualification). Further, Vendor shall administer its other staff policies such as compensation, benefits, layoffs, return from layoffs, work sponsored training, education and tuition assistance in compliance with the ADA, and all state and federal laws relating to non-discrimination in employment.

## Indemnification

* + 1. Vendor shall defend, indemnify, and hold Imperial County and its affiliates, agents, employees, officers, directors, and successors harmless from any loss, cost, expenses, damages, or liability (including reasonable attorney’s fees and court costs) resulting from actions, causes of action or claims brought or threatened under the Agreement, for:
       1. Any actual or alleged negligence or dishonesty of, or any actual or alleged act of omission by, Vendor or any of its employees, agents, or subcontractors in providing the equipment and services hereunder;
       2. The operation of Vendor’s business;
       3. Any breach by Vendor of its obligations hereunder; or
       4. Any alleged patent, copyright, or trademark infringement or unauthorized use of trade secrets or other proprietary rights in connection with commissary services, except where such claims, demands, or liabilities are due to the negligence of Imperial County, its agents, or employees.
    2. Imperial County agrees to provide Vendor with a reasonable and timely notice of any claim, demand, or cause of action made or brought against Imperial County arising out of or related to the services rendered by Vendor. Vendor shall have the right to defend any such claim at its sole expense and with its exclusive discretion. Imperial County will promptly advise Vendor of any proposed agreement to compromise or settle any claim and Vendor will have 10 days to respond to such proposal.
    3. In the event an infringement claim is made or threatened against Imperial County, or injunctive relief is granted to a claimant, Vendor shall:
       1. Obtain the right for Imperial County to continue use of the services;
       2. Substitute other services of like capability; or
       3. Replace or modify the services to render them non-infringing while retaining like capability. In the event Vendor is unable to perform any of the above, Imperial County may terminate the Agreement upon 90 days’ written notice to Vendor and Vendor shall be responsible for all of Imperial County’s costs and expenses of whatever nature or kind in connection therewith.
    4. These indemnities and remedies shall survive the expiration or other termination of the Agreement.

## Vendor Employees, Subcontractor and Other Agents

* + 1. Vendor shall state its intention to use subcontractors to perform any portion of the work sought by this RFP. For each such subcontractor, provide the name and address of the subcontractor and a description of the work the named subcontractor will provide in **Table 3 – Subcontractor List** below.

**Table 3-Subcontractor List**

|  |  |  |  |
| --- | --- | --- | --- |
| **Subcontractor Name** | **Company** | **Location**  **(Address, City, State)** | **Description of Work to be Provided** |
|
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |

## Insurance

* + 1. During the period of the Agreement, Vendor, at its own expense, agrees to carry and maintain the following minimum insurance policy of public liability and property damage issued by a casualty company authorized to do business in the State of California and in a standard form approved by the Board of Insurance Commissioners of the State of California. The insurance company should have a Best Rating of no less than A. Coverage provisions should insure Imperial County and the public from any loss or damage that may arise to any person or property because of the services rendered by Vendor.
    2. Vendor shall provide Imperial County with a 30-day advance written notice of cancellation or material changes in said insurance.
    3. Annual renewals for the term of this policy should be submitted prior to the expiration date of any policy.
    4. Vendor shall provide Imperial County a Certificate of Insurance, on an original ACORD certificate, evidencing required coverage described below, within 10 days after receipt of notice of award. Said certificate shall show Imperial County as an additional insured and shall include a waiver of subrogation:
       1. **Automobile Liability**:
          1. Bodily Injury (each person): $1,000,000.00
          2. Bodily Injury (each accident): $1,000,000.00
       2. **General Liability (Including Contractual Liability):** 
          1. Bodily Injury or Death (per person): $2,000,000.00
          2. Property Damage

(per incident resulting in injury or destruction of property): $2,000,000.00

in the aggregate

* + - 1. **Excess Liability:** 
         1. Umbrella Form: $1,000,000.00
      2. **Worker’s Compensation:**  Statutory
    1. Vendor agrees to carry and maintain Workers Compensation Insurance. Proof of Workers Compensation Insurance must be provided with the proposal to Imperial County.
    2. For any person or Vendor with whom Vendor enters into an agreement to provide the services defined in this RFP, Vendor must:
       1. Provide a certificate of coverage, for all persons providing the services defined in this RFP and prior to those persons beginning work on any project, showing coverage is being provided for the duration of the Agreement. Coverage shall be based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of California Labor Code.
       2. Provide a new certificate, prior to the end of the coverage period, of coverage showing extension of coverage if the coverage period shown on Vendor’s current certificate of coverage ends during the duration of the Agreement.
       3. Retain all required certificates of coverage for the duration of the Agreement and for 2 years thereafter; and
       4. Notify Imperial County in writing, within 10 days after Vendor knew or should have known, of any change that materially affects the provision of coverage of any person providing services during the Agreement term.
    3. Any subcontracts for the products/services described herein shall include appropriate provisions and contractual obligations to ensure the successful fulfillment of all contractual obligations agreed to by Vendor and Imperial County. Subcontract shall ensure that Imperial County is indemnified, saved, and held harmless from and against any and all claims of damage, loss, and cost (including attorney fees) of any kind related to a subcontractor in those matters described in the Agreement.

## Licenses, Permits and Taxes

* + 1. Vendor shall be responsible for all costs associated with obtaining all licenses, permits and taxes required to operate in the State of California. Vendor shall also comply with all Federal, State and local codes, laws, ordinances, regulations, and other requirements at no cost to Imperial County.
    2. Vendor agrees that it is entirely responsible for calculating, collecting and remitting all fees and taxes (including sales tax where applicable) on all services and items provided to the incarcerated persons.

## Independent Contractor

* + 1. The parties acknowledge that Vendor is an independent contractor. Nothing in this RFP is intended nor shall be construed to create an agency relationship, an employer/employee relationship or a joint venture relationship among the parties.

## Termination/Default

* + 1. In the event Vendor fails to perform any terms or conditions of the Agreement, Imperial County may consider Vendor in default of the Agreement and supply Vendor written notice of such default. In the event said default is not remedied to the satisfaction and approval of Imperial County within 30 calendar days of receipt of such notice, Imperial Count may terminate the Agreement. Upon termination, Vendor shall work with the succeeding commissary service provider to ensure a continuity in service.
    2. Imperial County may terminate the Agreement at any time, in whole or in part based upon the services offered, without penalty, with 90 days’ written notice. Upon termination, Vendor shall work with the succeeding commissary service provider to ensure a continuity in service.
    3. For any reason, should Vendor be unable to satisfy the requirements contained in the Agreement, Imperial County may, in its sole discretion, call for the Surety Bond due, in part or in full, for non-performance and/or as liquidated damages.

## Disclosure Notice

* + 1. Any Vendor submitting a response to this RFP shall disclose, in its proposal, any agreement or understanding currently in effect, intended to compensate a third party for their efforts in securing the award of any Agreement resulting from this RFP (i.e., consultants, lobbyists or other individuals not normally employed by Vendor in a sales capacity). Failure to reveal any such arrangement, regardless if the compensation is monetary or otherwise, shall be grounds for rejection of Vendor’s proposal and shall eliminate Vendor as a prospective contractor. Any Agreement awarded as a result of this RFP where it is subsequently revealed the successful Vendor did not provide notice of an agreement to compensate a third party for their assistance in securing the Agreement, shall be grounds for termination of the Agreement.

## Evaluation Factors and Criteria

* + 1. Imperial County shall conduct a comprehensive evaluation of all proposals.
    2. Proposals will be evaluated by Imperial County’s evaluation committee who shall review, evaluate and verify information submitted by Vendor.
    3. Imperial County’s evaluation committee shall evaluate the proposals in accordance with the Evaluation Criteria listed below and the process outlined in this section.
    4. The top 3 weighted Vendors may be asked to make an oral presentation/demonstration of their proposed system at a date and time to be determined by Imperial County.
       1. Additions, deletions or substitutions may not be made to proposals during the oral presentation/demonstration, unless they may be viewed as a clarification(s).
       2. Imperial County may request a BAFO as outlined in [**Section 3.16. Best and Final Offer**](#_Best_and_Final)**.**

## Evaluation Criteria

* + 1. Vendors whose proposals do not meet the mandatory requirements set forth in this RFP will be considered non-compliant. Vendors may be disqualified and its proposal rejected as described in [**Section 3.19. Accept, Reject and Disqualification of Proposals**.](#_Accept,_Reject_and)

**Table 4- Evaluation Criteria**

|  |  |
| --- | --- |
| **EVALUATION CRITERIA** | **WEIGHT** |
| Core Offering, Menu Flexibility, Quality, and Delivery | 20 |
| Technology and Software | 25 |
| Corporate Capability, Reporting and Financial Transparency | 10 |
| Customer Service, Support, and Implementation | 20 |
| Vendor’s Overall Compliance with RFP Specifications | 10 |
| Proposed Commission Rate(s) & Fees | 5 |
| Oral Presentation | 5 |
| [Best and Final Offer](#_Best_and_Final) | 5 |
| **Total Weight (Points)** | **100** |

## Best and Final Offer

* + 1. Imperial County may request a Best and Final Offer (BAFO) from selected Vendor(s). A BAFO allows the Vendor an opportunity to supplement or clarify its original proposal. Selected Vendors will be contacted in writing by Imperial County requesting the submission of Vendor’s BAFO. The BAFO will be in the form of an addendum to this RFP and Vendor’s submitted proposal.

## Award

* + 1. The award will be based on the specific criteria described in [**Section 3.15. Evaluation Criteria**](#_Evaluation_Criteria).
    2. Imperial County will evaluate all responses to determine which best supports the capacity, performance and stated requirements.
    3. Imperial County shall make the final selection of the awarded Vendor. Each Vendor that submitted a proposal will receive written notification of Imperial County’s final decision.

## Negotiations

* + 1. Imperial County reserves the right to conduct negotiations from the proposals received or to award an Agreement without negotiations. If such negotiations are conducted, the following conditions shall apply:
       1. Negotiations will only be conducted with the selected Vendor after the evaluation of proposals.
       2. Vendor’s proposal may be subject to negotiation and revisions. Vendor may be required to submit additional data or clarification.
       3. Imperial County may direct is Designated Agent to conduct negotiations on its behalf.
       4. Any changes agreed upon during negotiations may become part of the Agreement.
    2. If Imperial County is unable to come to terms with the selected Vendor, discussions shall be terminated and negotiations will begin with the next highest weighted Vendor(s).

## Accept, Reject and Disqualification of Proposals

* + 1. Imperial County expressly reserves the right to accept or reject any or all proposals, with or without cause, modify, alter, waive any technicalities or provisions, or to accept the proposal that, in its sole judgment, is determined to be the best evaluated offer resulting from negotiation. Imperial County also reserves the right to award an Agreement to the next most qualified Vendor if the successful Vendor does not execute an Agreement within 60 days after the award of the proposal.
    2. Each Vendor, by submitting a proposal, agrees that if Imperial County accepts its proposal, such Vendor will furnish all items and services upon the terms and conditions in this RFP and subsequent Agreement. Vendors may be disqualified and rejection of proposals may be recommended to Imperial County for any of, but not limited to, the following reasons:
       1. Failure to properly complete the proposal;
       2. Evidence of collusion among Vendors submitting the proposals;
       3. Inappropriate contact or discussions as outlined in [**Section 2.5. Questions or Comments**](#_Questions_or_Comments); or
       4. Incorrect or contradictory information and/or false statements included in Vendor’s proposal or other materials submitted in its response to this RFP or made during any oral presentations or negotiations.

## Discrepancy

* + 1. Discrepancies among the following documents shall be resolved in the following order, with the higher ranking documents taking precedence over the lower (shown higher to lower).
       1. Negotiated Agreement and any amendments or addenda;
       2. RFP and any amendments or addenda, including the BAFO; and
       3. Vendor’s response to this RFP.

## Surety Bond

* + 1. The successful Vendor must furnish a Surety Bond, issued by a Surety Company authorized to do business in the State of California, in the form of a Cashier’s Check, or Irrevocable Letter of Credit, payable to Imperial County within 10 calendar days after the Agreement execution date.
    2. The Surety Bond must be made payable to Imperial County and in the amount of $75,000.00. The Surety Bond shall be retained during the full period of the Agreement and/or renewal terms. Personal checks are not acceptable. The Agreement number (if applicable) and dates of performance must be specified on the Surety Bond. In the event Imperial County exercises its option to extend the Agreement for an additional period, Vendor shall be required to maintain the validity and enforcement of the Surety Bond for the said period, pursuant to the provisions in this paragraph, in the amount stipulated at the time of the Agreement renewal.

# **COMMISSARY SERVICES SPECIFICATIONS**



## Corporate Capability

* + 1. Vendor shall provide its most current annual report, and/or its 2 most recent Dun and Bradstreet (or similar) financial reports, along with a statement of financial condition.
       1. State if Vendor has operated under a different name in the past 3 years.
       2. Indicate if the company is for sale or is considering an acquisition or merger in the next 6 months.

## Vendor Client List

* + 1. Vendor shall provide at least 3 references of current customer contracts that are similar in type, scope, size and value to the work required in this RFP.
    2. Vendor shall provide a list of its current clients where Vendor provides the requirements, equipment and services similar to those in this RFP.
    3. For each client, in **Table 5 – Vendor Reference Format** below, include the name of the customer, address and phone number, the name of a contact person and title. Imperial County may contact the references and/or current clients at any time during the RFP process.

**Table 5 - Vendor Reference Format**

|  |  |
| --- | --- |
| Customer Name: |  |
| Contact Person and Title: |  |
| Telephone Number(s): |  |
| Email Address: |  |
| City, State: |  |
| Number of Facilities: |  |
| ADP: |  |
| Agreement Effective Date: |  |

## General Requirements

* + 1. Vendor shall be responsible for facilitating commissary services for the Facilities. Commissary services will be ordered by the incarcerated person using the incarcerated person telephone system (ITS) or via a Tablet-based ordering application. The ordering process shall meet the following specifications:
       1. Order dates shall be on a schedule specified by Imperial County.
       2. Imperial County prefers that incarcerated persons be allowed to order between the submission days of Thursday morning after 10:00 AM (PST) through to the following Sunday night at midnight (PST). All incarcerated person orders shall be combined into a single file and processed the day the order is submitted for each incarcerated person.
       3. Imperial County requires ordered goods be delivered once per calendar week for each Facility for dissemination by Sheriff Staff, to all incarcerated persons (including indigent and new admissions). Each Facility will have a different delivery day throughout each calendar week and is scheduled as the following:
          1. Oren R. Fox Detention Center and Herbert Hughes Correctional Complex shall have ordered goods delivered on Wednesday of every week.
          2. The Regional Adult Detention Facility shall have ordered goods delivered on Thursday of every week.
       4. Vendor shall fully describe its ordering and delivery processes.
    2. Vendor shall operate its commissary services at an off-site location and deliver the weekly orders in pallets organized by the individual Facility layouts or as directed by Imperial County.

## Purchases by Outside Party

* + 1. Imperial County is interested in providing outside parties (Friends & Family) the ability to purchase items for delivery to a specific incarcerated person.
    2. Vendor shall describe all of the methods by which the outside party can order and pay for the items.
    3. Vendor shall provide a list of all of the items that are available for the parties to order. Clearly indicate if the outside party has the option of purchasing items individually or if the outside party must select a pre-selected group of products or “gift package”.
    4. Vendor shall provide menus, item descriptions, and prices (inclusive of tax amount) per item or per package and Vendor’s menu shall be inserted into **Attachment 1, Section D (Gift Packages).**
    5. Fees, taxes and commission to Imperial County shall be detailed in **Attachment 1, Section G (Commissions and Fees).**
    6. Purchases from outside parties are not part of the $100.00 purchase limit per incarcerated person per week. Outside parties are not limited to a dollar amount; however, Imperial County reserves the right to impose a purchase limit on outside purchases if a limit is needed.
    7. Outside parties are required to comply with restrictions that apply to all incarcerated person orders including but not limited to disciplinary, dietary needs, etc.

## Performance Process

* + 1. Vendor shall provide, install and maintain the software and network components in accordance with the manufacturer's specifications and the provisions set forth within this RFP.
       1. Vendor shall provide Imperial County with a web-based user application and software upgrades as they become available. All upgrades must be no older than 1 release of the newest operating system and provided to Imperial County at no additional cost.
       2. Vendor shall provide Imperial County with written notice, including detailed information, of any new software upgrades or additional features to be added to the system, within 30 days of the introduction of the new software or features.
       3. Vendor shall adhere to the performance process when upgrading the software or performing any changes to the system at the Facilities. Any deviation from this process may result in in liquidated damages as specified in [**Section 4.21 Liquidated Damages.**](#_Liquidated_Damages)

## Invoicing and Payments

* + 1. Incarcerated person commissary purchases shall be deducted from the incarcerated person’s trust account that is managed by the JMS. In addition, any and all credits shall be applied back to an incarcerated person’s trust account.
    2. Vendor shall offer Imperial County, to be specified in **Attachment 1, Section G (Commission and Fees)**, a commission of the weekly Net Sales generated by all sales of food and non-food items purchased by the incarcerated persons at the Facilities or outside parties from the Vendor as defined in 4.6.3 below.
    3. Net Sales generated by and through the commissary service environment consists of all sales, compensation, earning, gain, income, generated income, proceeds or receipts paid to or received by Vendor in any way connected to the provision of commissary services pursuant to the RFP. Net Sales includes, by way of example and not limitation, all of the following: all fees, charges, commissary purchases, package sales and any additional fees/charges generated by the commissary service environment and all additional fees charged to the incarcerated person or outside parties of the incarcerated persons and any other compensation received by Vendor.
    4. Notwithstanding the foregoing, Net Sales does not include the following items:
       1. Indigent kits (as defined in **Sections 4.7.6 – 4.7.7**);
       2. Admission kits (as defined in **Section 4.7.8**);
       3. Debit purchases;
       4. Postal products;
       5. Refunds; and
       6. Required taxes and charges that are intended to be paid by the incarcerated person or outside party and then remitted 100% by the billing party to the appropriate governmental agency.
    5. Vendor may, at its own option, include a supplemental payment in addition to the commission in **Attachment 1, Section G (Commission and Fees).**
    6. Vendor shall indicate the proposed mark-up amount and all applicable taxes (sales, City, County, State, etc.) in **Attachment 1 – Additional RFP Information** independent of the total cost of each individual food or non-food item available for sale to the incarcerated person or outside party. Any additional fees to be added to the total cost of a food or non-food item must be provided to Imperial County in writing and must be approved by Imperial County prior to implementation.
    7. In its financial proposal, Vendor shall provide a proposal based on Imperial County’s schedule and preferred menu of products at the preferred prices found in **Attachment 1, Section B (Preferred Commissary Menu Offer)**
    8. Vendor shall also provide an alternative menu of products and pricing, in Attachment **1, Section C (Vendor Proposed Menu Offer).**
    9. Imperial County is interested in Vendor providing packages that may be purchased by the incarcerated person. The aggregate price of each package shall be approximately 5% lower than the cost of the items if purchased individually. Vendor should include any packages for incarcerated person purchase in **Attachment 1, Section C (Vendor Proposed Menu Offer).**
    10. Vendor’s proposed menu items shall label kosher, halal, gluten free and soy free food items in **Attachment 1, Section C (Vendor Proposed Menu Offer)**. Vendor shall identify and label food items which include peanuts in the ingredients.
    11. On a weekly basis, Vendor shall provide a “Weekly Sales, Adjustment and Commission Report” which shall include the following:
        1. A detailed list of purchases, returns and adjustments, credits for out of stock items, the number of indigent kits, commission due and any additional items detailing the amount of Gross Sales, Net Sales and commission due.
           1. Gross sales is defined as generating revenue from all commissary transactions made by incarcerated persons and outside parties.
        2. A detail of all credits for out of stock items, products not delivered, etc. The details of all credits shall include the reason for the credit, a subtotal of all credits, and a revised total for the actual products delivered.
        3. Invoices to Imperial County itemizing all food and non-food items purchased by the incarcerated persons and/or outside party as well as the deducted commission payment from the overall invoice total.
        4. Summary of all taxes, including but not limited to sales, City, State and County, acquired for each order and detail the submission of the tax to the proper entity.
    12. The Weekly Sales, Adjustment and Commission Report is due within 3 days following the close of each billing week.
    13. Late weekly reporting may subject Vendor to liquidated damages as specified in [**Section 4.21 Liquidated Damages**](#_Liquidated_Damages)**.**
    14. On a monthly basis, Vendor shall provide a report that itemizes and summarizes the total Gross Sales, Net Sales, food and non-food items sold, returns and adjustments, Vendor’s mark-up, sales tax and deducted commission payments (“Monthly Activity Report’). The Monthly Activity Report is due to Imperial County no later than the 20th day of the month following the month of sales. Late monthly reporting may subject Vendor to liquidated damages as specified in [**Section 4.21 Liquidated Damages**.](#_Liquidated_Damages)
    15. Vendor shall provide a sample of its Weekly Sales, Adjustment and Commission Report and Monthly Activity Report as an attachment in its response to this RFP.
    16. Vendor must resolve Gross Sales, Net Sales and commission discrepancies within 30 days of receipt of notification of a discrepancy by Imperial County or such discrepancy is subject to late charges as described below and/or the Agreement may be terminated at the sole discretion of Imperial County. Imperial County further retains the right to pursue any other legal remedies it deems necessary.
        1. Late charges for commission payments may subject Vendor to liquidated damages as specified in [**Section 4.21. Liquidated Damages**](#_Liquidated_Damages)**.**
    17. If the weekly reporting, monthly reporting and commission payments deducted from the overall invoice total are not received by the due date, the liquidated damages for all three shall apply.
    18. Weekly invoices and Monthly Activity Reports shall be directed to Imperial County as follows:

**Imperial County Sheriff Department**

**Attn: Raquel Leal**

**Fiscal Management**

**328 Applestill Rd.**

**El Centro, CA 92243**

## Commissary Specifications

* + 1. Vendor shall be responsible for maintaining all inventory and shall be solely responsible for the purchase and offsite storage of all items. Vendor shall provide the location of the offsite storage warehouse that shall be mutually agreed upon by Imperial County and Vendor.
    2. Vendor shall provide Imperial County with the name and telephone number for Vendor’s primary manager, employees, consultants, programming and technical staff who will be involved in providing the requirements in this RFP.
    3. Imperial County reserves the right to deny access to the Facilities to any person at any time as Imperial County deems necessary.
    4. Vendor agrees to package each incarcerated person’s order individually and to deliver the orders to Sheriff Staff using the following specifications:
       1. Packaged in a clear, durable plastic bag and heat-sealed prior to delivery.
       2. A receipt of the order containing the incarcerated person’s name, ID and itemized total of the items ordered shall be attached to the outside of the bag.
       3. Orders/packages shall be separated by facility, cell blocks/housing unit and clearly marked with the specific cellblock/housing unit.
    5. Should an incarcerated person not have enough funds in his/her trust account to complete their entire commissary order (inclusive of debit), Vendor shall fulfill the order based upon the priority listed below in chronological order:
       1. Hygiene Products;
       2. Debit Phone Time; and
       3. Food.
    6. Incarcerated persons who have a $3.00 balance in their trust account for at least 2 consecutive weeks are considered indigent. An indigent kit is supplied to an indigent incarcerated person once per week until the incarcerated person has sufficient funds in his/her trust account. Indigent kits shall be provided by Vendor at no cost to Imperial County (approximately 40 kits a week). Further limitations shall be set as deemed necessary by Imperial County and will be communicated to Vendor in writing.
    7. Vendor shall offer at least 3 different types of indigent kits (male, female and alternative). In its response, Vendor shall propose the different items in each indigent kit in **Attachment 1, Section G (Commission and Fees)**. Current indigent kits contents are described in **Attachment 1, Section E (Indigent Kits).**
       1. Vendor shall provide information on how indigent incarcerated persons are tracked within Vendor’s commissary system. Vendor shall also indicate if its proposed system can alert Facilities staff of indigent status incarcerated persons.
    8. Vendor shall provide admission kits to Imperial County for newly booked incarcerated persons and at no cost to Imperial County. Admission kits for male and female are supplied to an incarcerated person once at the time of booking. Vendor shall offer at least 3 different types of admission kits (male, female and alternative). Current indigent kits contents are described in **Attachment 1, Section F (Admission Kits).**
    9. Commissary orders for non-indigent incarcerated persons shall be limited to $100.00 per week. This does not include outside party commissary orders.
    10. Imperial County reserves the right to determine the final retail selling prices, which shall not exceed Fair Market Value (FMV). Vendor shall be responsible for performing a FMV analysis on an annual basis. Vendor shall provide Imperial County with documentation of its analysis as well as supporting documentation from 3 other service providers.
    11. Vendor shall provide details of Vendor’s proposed user application in its proposal which shall include, but not be limited to:
        1. System version (if there are multiple versions and/or releases);
        2. System design;
        3. Technical specifications;
        4. Software applications;
        5. Hardware architecture and networking capabilities; and
        6. Data backup procedures.
    12. At no cost to Imperial County, Vendor shall work with Imperial County’s ITS, lobby kiosk, and Imperial County’s JMS providers, to add commissary related capabilities that will allow outside parties to:
        1. Deposit cash, credit/debit card funds directly into an incarcerated person’s commissary account; and
        2. Order gift packages of food and non-food commissary items to be delivered to a specific incarcerated person.
    13. Vendor shall list any additional fees, if any, associated with the utilization of the commissary services via the kiosk in **Attachment 1, Section G (Commission and Fees)**. If no additional fees are charged Vendor should so state.
    14. Vendor shall allow outside parties to deposit money into an commissary account by these 3 methods:
        1. Website (credit/debit card, check) and/or mobile application;
        2. 24-hour call center/toll free number (credit/debit card, check); and
        3. Lobby Kiosk and/or Lobby Kiosk application.
    15. Please include specific information on these deposit methods and clearly outline any transaction fees in **Attachment 1, Section G (Commission and Fees)**.
    16. Outside parties must be required to set up an account in order to deposit funds into an incarcerated person’s commissary account. The account shall allow the user to view all completed transactions for a minimum of 30 days. The account shall capture the following information:
        1. First and last name;
        2. Payment method (credit/debit card, money order, etc.);
        3. Address associated with payment method;
        4. Transaction amount; and
        5. Method used to deposit funds (ex. Kiosk, IVR, website, mobile, etc.).
    17. Commissary deposits received USPS mail and/or in-person shall not be subject to any charges and/or fees.
    18. Outside parties must be able to access a toll free number where they can speak with a live representative. At a minimum, Vendor shall provide customer service access for 12-hours per day Monday through Friday and for 4-hours on both Saturday and Sunday.
        1. Agents should be available to provide services in both English and Spanish;
        2. Vendor shall describe its customer service processes for refunds;
        3. Vendor shall specify the process of refunding money to an outside party for undeliverable gift packages; and
        4. Vendor should describe its customer service processes for escalating outside user’s complaints.
    19. Deposits must post to the incarcerated person’s trust account within 24-hours of deposit confirmation.
    20. The sales associated with debit shall be excluded from Net Sales as defined in **Section 4.6.4**.
    21. Vendor shall be responsible for creating a laminated poster-sized commissary menu for each dorm/pod area listing all updated commissary items and associated cost. Vendor staff shall ensure that posted commissary menus are updated should any menu items change due to unavailability or scheduled menu change.
    22. Vendor shall be responsible for purchasing, receiving and maintaining a sufficient inventory of both food and non-food commissary items, as defined below, in its off-site storage facility. Food commissary items include, but are not limited to, candy, cookies, snack cakes, precooked meals, coffee, tea, sugar, packaged drinks and soups.
    23. Non-food commissary items include, but are not limited to, greeting cards, office supplies, toiletries, hygiene, gift packages, playing cards, apparel, bowls, spoons, admission and indigent kits, dictionaries, puzzle books and footwear items.
    24. If an item is missing from a complete commissary order, Vendor must attempt (in the below order) the following in order to complete the order:
        1. Obtain and deliver that item in the next delivery cycle;
        2. Obtain an item that serves as a comparable substitution; or
        3. Issue a credit that shall be applied to the specific incarcerated person’s trust account within 48-hours.
    25. Imperial County must approve menu substitutions and addition of items prior to delivery.
    26. The Facilities are smoke/tobacco free. The commissary menu will not include any tobacco products or incendiary devices, with an exception of allowing nicotine patches to be purchased by incarcerated persons.
    27. All non-meat products offered for sale must be cooked in vegetable shortening; items cooked in animal fat are not acceptable. No item containing added trans-fats may be sold.
    28. In addition, Vendor must be able to provide basic hygiene items that shall be a subset of the total menu offering designated by Imperial County.
        1. Vendor must receive approval in writing from Imperial County prior to implementing any additional hygiene items or revising the agreed upon items in the subset items.
    29. Vendor shall provide its process for restricting incarcerated persons whom have been classified in the JMS, if applicable, as kosher, halal, or other religious affiliation, from purchasing food items that would contradict that classification.
    30. Vendor shall provide a process for restricting incarcerated persons from purchasing items that contradict any known allergies (peanuts, egg, wheat, etc.), as identified in the JMS, if applicable.
    31. The awarded Vendor may request specialty commissary items be added to the commissary menu twice each year. All bi-annual requests must be reviewed and approved by Imperial County.
    32. In addition to specific holidays, Vendor may request additional holiday commissary items be added to the commissary menu that are known as “special occasion packages.” The special occasion packages shall include, but not be limited to, Mother’s Day, Father’s Day, birthdays, etc. All holiday and special occasion package requests must be reviewed and approved by Imperial County. This includes changes to the menu/packages for order by outside parties.
    33. Once during each year of the Agreement starting with the second year into the term of the Agreement, Imperial County and Vendor shall mutually agree to review the commissary sales and preference of the commissary items sold and may add or delete items based on the results of the review. Requests and samples of proposed additions must be submitted to Imperial County, or its Designated Agent as directed by Imperial County, and allow 15 days for review. The item(s) will be reviewed for appropriateness for use within the Facilities. If approved, the item changes will become effective immediately.
        1. Notification of menu changes must be provided to incarcerated persons 14 days in advance.
    34. Imperial County reserves the right to change the total number of menu items offered.
    35. Selection and variety of commissary items may be adjusted as mutually agreed upon by both parties and as described herein.
    36. Imperial County shall approve all commissary items. Imperial County’s preferred commissary menu is specified in **Attachment 1, Section B (Preferred Commissary Menu Offer).**
    37. Vendor shall submit the sale prices for commissary items to be sold to the incarcerated persons using A**ttachment 1, Section B (Preferred Commissary Menu Offer)** and **Attachment 1, Section C (Vendor Proposed Menu Offer**). Vendor shall specify its raw-cost, mark-up and applicable taxes in the form columns.
    38. Full commissary menu and proposed commissary menu items to be agreed on upon award.

## Product Quality

* + 1. Vendor will sell products of high quality that conform with all applicable federal, State, and local laws, acts, ordinances, and regulations.
    2. Items available for sale must be nationally distributed brand names or their equivalent and contain nutritional information on the package or label.
    3. All food containers and packaging must include a "sell by" date.
    4. Imperial County shall have the right, at all times during the term of the Agreement, to inspect products to be sold and to approve or reject them if they do not conform with the provisions of the Agreement or with Imperial County security regulations.

## Item Pricing

* + 1. Any commissary menu items that already have a price pre-printed on the item packaging must be sold at or below that price, inclusive of any applicable sales tax. All commissary items shall be priced to include applicable state and Imperial County sales tax. Vendor will be responsible for computing the amount of State and County sales tax and remitting the funds to the proper entity.
    2. Prices for commissary items may not be higher than the prices offered for retail sale in the local El Centro, California area. At Imperial County’s request, Vendor shall provide a quarterly market price report to demonstrate that Vendor’s commissary items are comparable to the El Centro, California area.
    3. All item pricing in the Agreement shall, except by mutual consent of the parties, remain unchanged during the first 2-years of the Agreement term. Upon the third year anniversary of the Agreement, Imperial County and Vendor shall mutually agree to increase and/or decrease the pricing. Price adjustments shall not be implemented for any item without Imperial County’s approval in writing as specified in [**Section 4.21 Liquidated Damages.**](#_Liquidated_Damages)
    4. Price adjustments must be based on documentation from the Vendor’s manufacturer or wholesale distributor and verified by a letter from the manufacturer or wholesale distributor indicating:
       1. The former unit sale price of the item and the date that price was implemented;
       2. The new unit sale price of the item and the date that price will be effective; and
       3. The percentage of change in the unit sales price.
    5. Imperial County reserves the right to compare the price to the item available in the free market and, if substantial discrepancies are found, require Vendor to negotiate the unit sales prices with the manufacturer or wholesale distributor. If Imperial County feels the negotiated item price is still excessive, Imperial County reserves the right to remove the item from the commissary menu. If an item is removed from the commissary menu, Vendor shall ensure all laminated poster-sized commissary menus posted in each dorm/pod area are updated, reprinted and posted and at no cost to Imperial County.
    6. Price changes shall be rounded to the nearest cent using standard accounting rounding practices.

## Incarcerated person Ordering

* + 1. The preferred commissary schedule for incarcerated persons is listed in **Attachment 1, Section B (Preferred Commissary Menu Offer).**
    2. Imperial County reserves the right to adjust the frequency in which the incarcerated persons can order commissary. In addition, Imperial County reserves the right to adjust the days for placing and delivering commissary orders.
    3. Incarcerated persons shall be able to place orders as specified in [**Section 4.3. General Requirements**](#_General_Requirements) with all ordered items aggregated into a single order on Monday of each week by 12 PM (Pacific Time).

## Order Picking

* + 1. Upon the completion of each commissary order, Vendor’s proposed commissary system shall, in real time, reserve the items from its inventory and create an order ticket that shall be used to assemble each order. Imperial County must be notified when commissary items are out of stock and if a substitution is needed prior to fulfilling the commissary order.
    2. Once all of the items for an order have been assembled, Imperial County proposes that each item must be scanned through a bar code reader. Vendor’s commissary system must compare the items listed on the order ticket with the items scanned through the bar code reader and create an error notification for missing or incorrect items. Upon receipt of an error notification, Vendor shall make the corrections, reassemble the order, and recheck the scanned items against the order ticket. Vendor must specify if they are able or not able to fulfill in its entirety the proposed method listed herein.
       1. Orders delivered to incarcerated persons that contain incorrect items and/or are incomplete are subject to liquidated damages as specified in [**Section 4.21. Liquidated Damages**](#_Liquidated_Damages)**.**
    3. Each complete commissary order must be packaged and delivered in a clear plastic heat-sealed bag with a unique non-removable tape that includes a copy of the incarcerated person receipt. The type of bag and sealing system utilized will be subject to Imperial County’s review and approval. Bag sizing, thickness, sealing and other physical characteristics shall be correctional-grade. No unsealed or broken bag will be delivered without Facility inspection and approval. No metal shall be used in the sealing process.
    4. Upon completion of the incarcerated person’s order, Vendor’s proposed commissary system must generate a two-part printed receipt that will list:
       1. Incarcerated person’s Name;
       2. Incarcerated person’s Identification Number;
       3. Facilities Name;
       4. Housing Unit, Cell, and Bed;
       5. Order Number;
       6. Date Ordered;
       7. Starting Trust Account Balance;
       8. Listing of the Quantity and Item on the Order (inclusive of debit);
       9. Status of Each Item Ordered (e.g. “Delivered”, “Insufficient Funds”, “Restricted Use”, etc.); Rejected Items and Reason Rejected etc.;
       10. Unit Cost and Taxes Applied;
       11. Total Amount of the Delivered Items; and
       12. Ending Trust Account Balance.
       13. Vendor should indicate whether a fully paperless receipt and signature process is available.
    5. The incarcerated person, upon receipt, will open his commissary order and count the items, reconciling the contents against the items shown on the printed receipt. Upon receiving the commissary order, each incarcerated person will be required to examine the items in the commissary order for damage. If an item is damaged or missing, Sheriff Staff will work with Vendor to either issue a credit for the damaged or missing item or offer an equivalent item from the commissary menu. In the event that a commissary order is missing an item, Vendor may incur liquidated damages as specified in [**Section 4.21. Liquidated Damages.**](#_Liquidated_Damages)
    6. Each incarcerated person must sign the commissary receipt after the items have been counted and reconciled. One copy of the receipt will be provided to the incarcerated person and Vendor will retain one copy. If incarcerated person has been discharged from custody, Sheriff Staff will work with Vendor on the return of the order to Vendor’s inventory and credit the invoice as well as the incarcerated person’s trust account.

* + 1. Before leaving the Vendor’s warehouse facility, delivery staff must crosscheck the number of commissary orders for each housing unit against the batch sheet completed the prior business day. Missing bags must be immediately identified and filled. Deliveries must come directly from Vendor’s off-site storage location to the Facilities.
    2. Commissary orders may not be delivered to anyone other than Imperial County Sheriff staff.

## Delivery and Distribution

* + 1. Sheriff Staff shall be responsible for making all deliveries of commissary items directly to each incarcerated person.
    2. All costs associated with the delivery of commissary orders is the responsibility of the Vendor. Truck deliveries will be accepted from 7:00 a.m. to 3:00 p.m., Wednesday and Thursday via the onsite loading dock. No deliveries will be accepted on Saturdays or Sundays.
    3. Vendor shall ensure the vehicle used to deliver commissary items does not exceed 50 feet in length.
    4. Imperial County may inspect deliveries with respect to quality, composition or any other matter determined relevant by Imperial County.
    5. All commissary orders shall be aggregated into a single file and automatically submitted on Mondays at 11:59 AM (PST) and delivered to the incarcerated persons no later than 5:00 PM (PST) on Wednesdays and Thursdays of the prior ordering days of Thursday through Sunday. Vendor shall distribute the incarcerated person orders to the cell blocks/housing units as designated by Imperial County.
    6. Vendor must deliver commissary on all scheduled delivery days except Thanksgiving Day, Christmas Day, New Year’s Day, Memorial Day, July 4th and Labor Day. Should these holidays fall on regularly scheduled delivery days, deliveries shall be rescheduled for the prior or following business day, with the delivery schedule for the remainder of the week postponed one day. Evening delivery schedules may be required when necessary.
    7. Any items or packages ordered by outside parties using Vendor’s commissary system are to be delivered following the same commissary schedule as outlined in [**Section 4.3. General Requirements**.](#_General_Requirements)

## Vendor Point of Contact

* + 1. In its response to this RFP, Vendor shall provide the name and contact telephone number for the Account Executive who will act as a single point of contact for all commissary service-related activities, inquiries, requests and issues.
    2. Should an incarcerated person refuse delivery of an entire commissary order, the incarcerated person may be charged a reasonable restocking fee based on the order size with a stated minimum, except in the case where the order is incomplete or damaged. Vendor shall indicate its restocking fee in **Attachment 1, Section G (Commission and Fees**).
    3. Vendor may not restock or reissue damaged items. If rejected for reasons other than damage, Vendor will issue a credit slip and return the items to the Vendor’s off-site location to be restocked.

## Incarcerated person Releases

* + 1. If an incarcerated person is released between the time the commissary order is placed and the time of delivery, Vendor must verify the release with Imperial County or Designated Agent, create a commissary credit, apply the credit to the incarcerated person’s trust account within 48 hours, and return the commissary order to Vendor’s location to be restocked.

## Incarcerated person Non-Availability

* + 1. If an incarcerated person is temporarily unavailable to receive his/her commissary order, Imperial County will hold the incarcerated person’s order until the incarcerated person is available to receive and examine the order. Should the incarcerated person be released, Vendor’s staff must issue a credit slip, apply the credit to the incarcerated person’s trust account within 48 hours and return the order to be restocked. If applicable, no restocking fee shall be applied.

## Interface Requirements

* + 1. The Vendor’s commissary system shall interface with Imperial County’s JMS and ITS, including Imperial County’s existing incarcerated person banking software at no additional cost to Imperial County. The service providers and contact information can be found in **Attachment 1, Section A (Facility Specifications).**
    2. It is the Vendor’s responsibility to contact the providers, establish a working business relationship and identify the requirements necessary to interface with the JMS and ITS to ensure Vendor will be able to meet the requirements in this RFP.
    3. Imperial County requires that incarcerated person commissary ordering be completed through the ITS or through an application on the incarcerated person Tablets. Vendor should provide a detailed strategy for implementing a commissary ordering system through the use of incarcerated person telephones or Tablets allowing for seamless integration with the JMS and the ITS. Transactions must be processed real time, if available.
       1. Vendor shall obtain the necessary software and software licensing to integrate with the JMS and ITS.
    4. Should Imperial County change ITS providers during the term of the Agreement, Vendor shall establish the necessary interface with the new ITS vendor to allow for incarcerated person commissary ordering via ITS or Tablets at no cost to Imperial County.
    5. Should Imperial County change its JMS during the term of the Agreement, Vendor shall establish the necessary interface with the new JMS provider at no cost to Imperial County.
    6. Upon the addition of each order entry, Vendor’s proposed system must compare the amount of the order against the amount of funds available in the incarcerated person’s trust account.
       1. The incarcerated person shall be provided the trust account balance prior to and after placing a commissary order.
    7. If the incarcerated person has sufficient funds for all the items ordered (up to the ordering restriction limit) the entire order shall be filled.
    8. The Vendor’s commissary system must:
       1. Track items ordered by each incarcerated person;
       2. Track items for which funds are available for purchase;
       3. Track items which have been restricted from an incarcerated person’s use due to quantity, medical, category, or dollar restrictions;
       4. Enter in each line item on the order; and
       5. Complete the order with receipt.
    9. At no cost to Imperial County or incarcerated person, Vendor must work with the ITS provider to establish an interface to allow incarcerated persons to purchase debit for incarcerated person telephone calls and usage time for Tablets via the incarcerated person’s trust account. The interface shall allow for an automated file-transfer process. Imperial County, Vendor and ITS provider shall mutually agree on the file format.
       1. Imperial County currently does not utilize a paperless method for debit phone calling for the ITS and Tablet usage. Vendor will be required to sell Tablet usage time and debit phone time and ensure the sold debit phone time posts in real-time as a transaction to the incarcerated person’s trust account. Funds for all debit transactions shall be utilized to remit payment to the ITS provider each month.
       2. Vendor shall ensure a separate category for incarcerated person debit calling is included as one of the items to select from the commissary menu. Pricing and/or denomination amounts shall be determined by Imperial County.
       3. Vendor shall not add a mark-up/fee to debit purchases nor charge the ITS provider or Imperial County a fee to process debit phone calling sales and tablet usage sales via the commissary system.
    10. Vendor must work with any kiosk provider and/or incarcerated person banking software provider chosen by Imperial County through integration as well as the business terms.

## Direct Deposit Software

* + 1. All deposit methods shall be integrated with the Vendor’s software and Imperial County’s JMS so that the deposits are electronically transferred to the incarcerated person’s trust account.
    2. Vendor shall provide Imperial County a password and username for authorized users to access Vendor’s secure web based application. Remote access must allow the Imperial County to perform the following functions:
       1. View and cancel incoming payments and associated fees;
       2. Download payment files;
       3. Download monthly reports;
       4. Query and pull additional reports; and
       5. Investigate and supervise payments.
    3. Vendor shall be responsible for all fraudulent deposits and shall guarantee payment to Imperial County/trust account.

## Implementation

* + 1. Vendor shall be responsible for all costs associated with Vendor’s commissary system, including but not limited to, purchase of any necessary equipment, labor, installation, wiring, service, maintenance, data network and day-to-day operations.
    2. Vendor is responsible for determining all wiring and software requirements and costs associated with the conversion of service from the current commissary method to Vendor.
    3. Prior to the execution of the Agreement for the commissary services outlined in this RFP, Vendor shall work with Imperial County to ensure an orderly transition of services and responsibilities and to ensure the continuity of the services required by Imperial County. Should Vendor wish to purchase any existing goods and/or materials from Imperial County’s inventory, Imperial County and the Vendor will mutually determine the cost of the existing inventory and the method of payment. Vendor shall be held responsible for providing all commissary service requirements in this RFP whether Vendor chooses to provide the initial supply of the said goods and/or materials or if Vendor wishes to work with Imperial County on the purchase of any existing goods and/or materials.
    4. Vendor will provide and install the proposed solution at no cost to Imperial County, and provide all documentation for the system within 60 days of the date the Agreement is executed.
    5. Vendor shall submit an implementation plan in its response to this RFP. This implementation plan shall become part of the Agreement and must be followed.

## Record Keeping

* + 1. Vendor shall maintain all records on file from the date the record is made through the life of the Agreement. Upon written notice, Vendor shall provide Imperial County the opportunity to inspect, examine and audit Vendor’s business records that are relevant to the financial arrangements set forth in this RFP.
    2. Imperial County requires Vendor to maintain accurate, complete and reconcilable records, in electronic format, detailing the Gross Sales and Net Sales from which commissions can be determined. The records shall include all sales, transactions, taxes, credits, Vendor’s mark-up, indigent kits, admission kits, gift packages, delivery activities, credits, debit sales and associated invoices and commissioning reports during the term of the Agreement. Further, Vendor shall:
       1. Make records available to Imperial County for inspection, examination and auditing; and
       2. Provide to Imperial County weekly and monthly reports on the Gross and Net Sales and line item amounts.
    3. Imperial County reserves the right to delegate such examination and/or reconciliation of records to its Designated Agent or another third party of Imperial County’s sole choice.
    4. Incarcerated person Complaints and Resolution Report – On a monthly basis, Vendor shall prepare and submit reports to Imperial County, detailing each incarcerated person who has filed a complaint with Vendor, the nature of the complaint, and the resolution of the complaint.
    5. Incarcerated person Delivery Refusal Report – On a weekly basis, Vendor shall prepare and submit a report to Imperial County detailing each incarcerated person who has refused the delivery of items ordered through the commissary system, along with the reason of refusal if provided.

## Liquidated Damages

|  |  |
| --- | --- |
| **LIQUIDATED DAMAGES** | |
| **Description** | **Amount** |
| Implementation timeline not executed as per the requirements of this RFP | $500.00 per day |
| Late weekly reporting | $100.00 per day for each report that is late |
| Late monthly reporting | $750.00 per month |
| Late charges for commission payments | 5% of the total commission due |
| Failure to complete credits within 48 hours of delivery | $20.00 per incarcerated person impacted per day |
| Delivery schedule changes or delays without Imperial County notification or direction | $100.00 per day |
| Issues with access, ordering, reporting or printing that are not resolved within 48-hours | $100.00 per instance |
| Addition, deletion and/or substitution of items from the menu without Imperial County approval | $100.00 per instance |
| Change in item pricing without Imperial County’s approval | $100.00 per instance |
| Additional unapproved fees charged to incarcerated persons or outside parties | $100.00 per instance |
| Vendor allows any Vendor staff position to remain vacant after 2-weeks (10 business days) | $50.00 per day for every business day the position remains vacant. |
| Failure to adhere to the specified Performance Process | $300.00 per occurrence |

* + 1. Vendor’s failure to meet the requirements of this RFP and the subsequent Agreement terms both correctly and on time may result in substantial injury to Imperial County; the amount of damages resulting from such failure may not always be quantified with certainty. Each failure to meet a requirement, both correctly and on time, may be subject to fines and liquidated damages as outlined herein. Any enforced fines/liquidated damages will be invoiced by Imperial County to Vendor. Payments due Imperial County for the invoiced amount(s) shall be due within 30 days of Vendor’s receipt of the invoice.

Table 6 -Liquidated Damages

* + 1. If during the term of the Agreement, Imperial County determines that Vendor does not have sufficient staffing to meet the requirements of the commissary operation, because of inadequate staffing levels or inappropriately trained staff, Imperial County will notify Vendor in writing. Vendor must provide a plan of correction acceptable to Imperial County within 10 days of the receipt of such notification. The decision of Imperial County will be final. Vendor may incur a fine as described above in **Section 4.13.7** and **Section 4.21.1** and/or Imperial County may consider the Vendor in default of the Agreement for failure to provide the required number and type of staff.

## Additional Technology

* + 1. Imperial County requests information on the following additional commissary technology for incarcerated persons and staff. Imperial County is solely responsible for the decision whether or not to implement the additional commissary technology at the time of the implementation or at any time during the Agreement term.
    2. Cart Sales: Imperial County is interested in providing an additional commissary option for incarcerated persons via a mobile cart. Imperial County requests details for the following:
       1. Vendor shall describe the types (i.e. hot and/or cold) of mobile carts available. Vendor should specify if cold products (frozen snacks and cold beverages) and/or hot products (hot foods such as burritos and sandwiches) are part of their offering;
       2. Vendor shall provide the dimensions of the cart(s) along with pictures;
       3. Vendor shall detail how the incarcerated person’s trust account balance will be validated for sufficient funds before the sale;
       4. Vendor shall explain how the purchase price(s) are deducted from the incarcerated person’s trust account;
       5. Vendor shall describe how the point of sale device print the transaction receipt;
       6. Vendor shall describe the reporting available for mobile cart sales;
       7. Vendor shall describe if and how Imperial County staff would be able to purchase cart items; and
       8. Vendor shall provide 2 references where cart services have been provided for at least 6 months.
    3. Vending Machines: Vendor shall provide information on vending machines for incarcerated persons to purchase items.
       1. Vendor shall fully describe the equipment including dimensions and pictures;
       2. Vendor shall provide the dimensions of the vending machine along with pictures;
       3. Vendor shall detail how the incarcerated person’s trust account balance is validated for sufficient funds before the sale;
       4. Vendor shall explain the infrastructure and interface requirements necessary to ensure the purchase price(s) is deducted from the incarcerated person’s trust account;
       5. Vendor shall describe if/how the vending machine prints a transaction receipt; and
       6. Vendor shall provide 2 references where vending machine services have been provided for at least 6 months.

4.21.4 Staff vending solution: Vendor shall provide information on staff vending solutions such as a snack bar or micro market.

Vendor shall fully describe the equipment and products available

Vendor to describe infrastructure for staff vending

Vendor shall provide 2 references where staff vending services have been provided for at least 6 months.

## Training

* + 1. Vendor shall provide onsite training to Imperial County staff as directed by Imperial County. Additional training shall be provided during the term of the Agreement at no cost to Imperial County. Training manuals/materials shall be provided during the initial installation and at the request of Imperial County. Training materials provided by the Vendor shall become property of Imperial County.
    2. At a minimum, the training program for the commissary system must include instruction in procedures and practices necessary to coordinate delivery schedules, generate sales reports, verify incarcerated person identification, review content of delivered commissary items and remediate deficiencies, identify incarcerated persons who have been discharged or transferred or are not available at the designated delivery time, create credit entries and batch reconciliation forms, policy training, and addressing incarcerated person complaints.

## Security

* + 1. Vendor agrees to exercise security measures consistent with Imperial County and Facility rules and policies.
    2. While on Imperial County premises, Vendor must comply with all policies, procedures, rules, and regulations, directives, and bulletins of Imperial County. Vendor associated vehicles, when located on the grounds of Imperial County’s Facilities, will be subject to search consistent with the published policies and procedures.
    3. Delivery drivers must turn off vehicle motors and lock cab doors whenever the vehicle is unattended. Vehicles may be searched prior to entry and exit, causing up to a 30-minute delay each way.

## Maintenance

* + 1. Vendor shall be responsible for the maintenance of all equipment brought into the Facilities. This includes, but is not limited to, delivery trucks, delivery carts, hot and cold food carts, vending machines, bar-code scanners, and/or Tablets for electronic identification and delivery purposes.
    2. Vendor is wholly responsible for its Commissary System Software whether premises-based or web-based.
    3. Vendor shall provide Imperial County with a 24/7/365 customer service support center for authorized Imperial County staff to report issues involving the commissary environment.
       1. Vendor shall offer bilingual customer support to Imperial County Facilities staff.
    4. Vendor shall supply an escalation matrix for commissary issues that are maintenance based or customer service based.
    5. Equipment permanently housed at any Imperial County Facility, such as vending machines, must be kept in good working order.
    6. Vendor shall address hardware maintenance issues within 24-hours of receiving notification from Imperial County.
    7. Vendor shall address a commissary system failure (offline, incarcerated persons unable to place orders, designated staff unable to login to the system, Staff unable to access/print reports) within 4-hours of receiving notification from Imperial County.
    8. Imperial County shall be updated on the commissary system failures, at a minimum, every 4-hours until the system is repaired and resumes normal function.
    9. Vendor shall identify the number of failures its commissary system has had in the last 6-months.
    10. Repeated issues with access, ordering, reporting or printing may result in liquidated damages as specified in [**Section 4.21. Liquidated Damages**](#_Liquidated_Damages). Imperial County reserves the right to terminate the contract for unresolved maintenance issues if issues are not rectified within 10 business days.

## Disaster Recovery Plan

* + 1. Vendor shall detail its Disaster Recovery Plan (DRP). This plan should provide the Vendor processes, policies and procedures relating to the recovery of services and data requirements as specified in this RFP preceding and/or following a natural or human-induced disaster.
    2. The DRP shall address the Vendor’s recovery processes following a natural or human-induced disaster for these scenarios.
       1. A localized event affecting only the Vendor’s facilities, infrastructure, and personnel;
       2. A localized affecting only the Customer’s Facilities, infrastructure, and personnel; and
       3. A broad geographic event affecting both the Vendor and the Customer.

1. **Menu & Supplied Items**

5.1 Full menu, proposed menu items, and indigent kit items, to be agreed on upon award.