



**REQUEST FOR PROPOSALS
FOR
COMMISSARY AND TRUST FUND MANAGEMENT SERVICES
ALACHUA COUNTY SHERIFF'S OFFICE
GAINESVILLE, FLORIDA
SHERIFF CLOVIS WATSON, JR.**

PROPOSAL NUMBER R-22-6

***ALL PROPOSERS MUST PARTICIPATE VIA ZOOM
FOR MANDATORY PRE PROPOSAL CONFERENCE
AUGUST 26, 2022 @ 10:00 AM***

***RFP SUBMITTAL DEADLINE SEPTEMBER 26, 2022 @ 2:00 PM
LATE PROPOSALS WILL BE REJECTED***

I. INTRODUCTION

Alachua County Sheriff's Office (ACSO) is accepting proposals from qualified Contractors for Contracted Commissary and Trust Fund Management Services.

The primary objective of this contract is for the efficient and secure operation of an inmate commissary as well as a quality inmate trust fund accounting system to account for the inmates' personal funds in accordance with standards established by the Florida Model Jail Standards (FMJS); The Florida Corrections Accreditation Commission (FCAC); and the National Commission on Correctional Health Care (NCCHC). The facility is currently FMJS, and FCAC accredited. The expectation is that the provider will maintain these current accreditations and be compliant with NCCHC for the duration of the Contract. Failure to do so will result in the imposition by the Sheriff of a \$50,000 penalty as liquidated damages.

- It is expected that services under this Contract resulting from this RFP will begin January 01, 2023, for a term through September 30, 2025 a term of three (3) years, with the option to renew for two (2) additional one-year periods which is a maximum of five (5) years.
- ACSO requests proposals from qualified Contractors that will satisfy the following objectives:
 - *Successfully complete Annual Florida Model Jail Standard inspections, provide high-quality commissary goods and services and computerized trust fund accounting system, as described herein, and to use only professional personnel. To provide the operation of the commissary services program and the trust fund accounting system at no cost to the Alachua County Sheriff's Office. Where appropriate, to implement a commissary and trust fund management services plan with clear objectives, policies, procedures and annual compliance. To maintain an open and collaborative relationship with administration and staff of the Sheriff's Office. To maintain maintenance of a market-price philosophy with regard to the retail selling price of the commissary items to the inmates. To maintain complete and accurate records of commissary and trust fund management services. To maintain the ability to track everything which occurs with an inmate's individual trust fund account. To provide commissary and trust fund management services in a humane manner with respect for the inmates right to basic commissary and trust fund management services. The Alachua County Sheriff's Office intends to contract with one vendor who can supply all the required services including computer software, hardware, and maintenance. It is the Alachua County Sheriff's Office desire to have all operating costs related to the commissary operation and the trust fund accounting system covered in the retail prices of the commissary products sold to the inmates. Additionally, the Alachua County Sheriff's Office expects a percentage return from profit generated from operations at this site to be transferred to the inmate welfare fund.*

II. CONTRACTOR QUALIFICATIONS:

The ACSO reserves the right to determine whether vendors have the minimum qualifications to conduct a commissary operation of this type. In order to qualify for consideration by the ACSO, a vendor must meet or exceed the following minimum requirements. A vendor who lacks the basic qualifications will not be considered for awarding of the bid. Determination by the ACSO concerning vendor qualifications shall be final.

- At least three (3) years’ experience in operating a correctional commissary system, with preference to county, including the providing of an inmate trust fund accounting system, with minimum of 700 inmates.
- Operating experience and reputation for providing quality service and performance, which shall be satisfactory to the ACSO, as determined by references.
- The contractor must meet the minimum requirements of the inmate trust fund accounting software, as outlined in the RFP. The vendor shall supply the ACSO with the hardware and software as listed in **Exhibit A**. Any associated costs relative to system operations shall be the responsibility of the contractor.

III. ALACHUA COUNTY JAIL OVERVIEW

The Alachua County Jail, hereinafter referred to as the “Jail” is operated by the Alachua County Board of County Commissioners (BOCC) thru an Interlocal Agreement with the Alachua County Sheriff, a Constitutional Officer, recognized under the laws of the State of Florida. There are no satellite Jail locations. The main detention facility is located at 3333 NE 39th Avenue, Gainesville, FL 32609. The Jail follows FMJS and is an accredited FCAC facility and expects the successful proposer to maintain these accreditations and be compliant with NCCHC. The Interlocal Agreement is in force through September 30, 2028. This Agreement stipulates among other terms, that there shall be three-hundred and fifty-four (354) personnel, both civilian and sworn assigned to the Jail to support operations. The site is under the guidance of a Major, hereinafter referred to as the “Director”, and personnel with ranks ranging from Detention Officer through Captain. There are 265 certified and sworn personnel at the site, the remainder 89 are civilian. The average daily population for the Jail is presently 788, with a maximum capacity of 1,150.

The following 2019 (pre-COVID), 2020, and 2021 statistics are provided in order to assist contractors in preparing their proposals:

Type	Fiscal Year 2019 (pre-Covid)	Fiscal year 2020	Fiscal Year 2021
Commissary units ordered	248,668	274,942	259,097
Snack pack units ordered	350	425	208
Indigent kits ordered	21,423	18,136	17,118
MyCarePacks ordered	12,752	13,697	19,935

IV. GENERAL INSTRUCTIONS

- A. Response Address: The response to the proposal should be submitted in a sealed envelope/package addressed in the following manner:

Proposal Number R-22-6: Commissary Services
Alachua County Sheriff's Office
Accounting & Budget Bureau
2621 SE Hawthorne Road
Gainesville, FL 32641

- B. Proposal Copies: **One ORIGINAL, five (5) copies and one electronic copy** of the Response ("Proposal") must be furnished via hand delivery or mail on or before the deadline in a sealed envelope marked "**RFP R-22-6: Contracted Commissary and Trust Fund Management Services.**" Faxes and e-mails will not be considered as responsive to this solicitation. Any proposals received after the deadline will not be considered and remain unopened. Responses will be retained as property of the Sheriff's Office. **The ORIGINAL of the reply must be clearly marked "Original" on its face and must contain an original, non-electronic signature of an authorized representative of the responding firm or individual,** all other copies may be photocopies and should be printed double-sided.

The contents of the proposal from the successful Proposer will become part of the contractual obligations. Responses to this procurement shall constitute an irrevocable offer, for a period of at least (90) days, to provide the Sheriff adequate time to award the Contract for services specified in this solicitation.

- C. Schedule of Events: Below in Table 1 is the current schedule of the events that will take place as part of this solicitation. **ACSO reserves the right to make changes or alterations to the schedule as ACSO determines is in the best interest of the public.** If any changes to the Schedule of Events are made, ACSO will post the changes on the website as an addendum, as applicable. **It is the responsibility of bidders and other interested persons and parties to review the website to stay informed of the Schedule of Events, and addenda to the RFP.**

The website address is: <https://acso.us/requests-for-bids-and-proposals/>

RFP Title: Commissary and Trust Fund Management Services
 Proposal Number: R-22-6
 Opening Date: September 26, 2022

Table 1 - Schedule of Events	
Date and Time (all eastern standard time)	Event
August 19, 2022 2:00 PM	RELEASE OF THE RFP
August 26, 2022 10:00 AM via ZOOM Invite Topic: ACSO RFP Meeting Time: August 26, 2022 10:00 AM Eastern Time (US and Canada) Join Zoom Meeting: https://us02web.zoom.us/j/84740708360?pwd=U01DcDM4Z3FBemRMbWlnN3drRDJxZz09 Meeting ID: 847 4070 8360 Passcode: 365794	MANDATORY PRE PROPOSAL CONFERENCE (VIRTUAL): To access this Mandatory Conference, see link.
August 29, 2022 09:00 AM at Jail	LIMITED ACCESS FACILITY TOUR: Limit of two (2) representatives per Contractor Entity. Multiple representatives from a single Contractor will not be accepted. Attendance at Mandatory Pre Proposal Virtual Conference is required for the Tour, so keep this in mind for the attendees at the Mandatory Pre Proposal conference. COVID 19 Protocols must be observed at all times. Masks shall be required for entry and during the duration of the Limited Access Tour. NO EXCEPTIONS.
September 08, 2022 2:00 PM	QUESTIONS/INQUIRIES DEADLINE: Date and time by which written questions and inquiries regarding the RFP <i>must be received</i> by the Alachua County Sheriff's Office, Accounting & Budget Bureau, , via e-mail submittal to Melanie Magyari, Purchasing Agent, at mmagyari@alachuasheriff.org
September 15, 2022 2:00PM	RESPONSES TO QUESTIONS/INQUIRIES DEADLINE: Date and time by which written responses to questions and inquiries regarding the RFP will be released to all bidders by Alachua County Sheriff's Office, Accounting & Budget Bureau, via e-mail from Melanie Magyari, Purchasing Agent, at mmagyari@alachuasheriff.org
September 26, 2022 2:00 PM	PROPOSALS DUE Date and time by which Proposals must be physically received by the Alachua County Sheriff's Office, Accounting & Budget Bureau. 2621 SE Hawthorne Road, Gainesville, FL 32641. Faxes and e-mails will not be accepted.
October 03, 2022	APPLICANT INTERVIEWS/PRESENTATIONS (VIRTUAL) To be Announced, <i>if deemed necessary.</i>
November 01, 2022	APPLICANT SELECTION
Week of December 01, 2022	CONTRACT AWARD
January 01, 2023	CONTRACT COMMENCEMENT OF WORK

- D. Information: Any questions concerning the request for proposal process, required submittals, evaluation criteria, proposal schedule, and selection process should be provided in **writing** to Melanie Magyari, Accounting & Budget Bureau at mmagyari@alachuasheriff.org.

Each Contractor shall examine the request for proposal documents carefully; and, no later than the date listed above, make a written request to ACSO for either interpretations, corrections of any ambiguity, inconsistency or error which he/she may discover.

All interpretations or corrections will be issued as addenda. ACSO will not be responsible for oral clarifications. No negotiations, decisions or actions shall be initiated or executed by the proposer as a result of any discussions with any ACSO employee prior to the opening of proposals.

Only those communications which are in **writing** from ACSO may be considered as a duly authorized expression on the behalf of ACSO. Also, only communications from firms which are in writing and signed will be recognized by ACSO as duly authorized expressions on behalf of proposers.

- E. Prohibited Communications: Any form of communication, except for written communication with the Accounting & Budget Bureau requesting either clarifications or questions, shall be prohibited regarding a particular request for proposal, request for qualification, bid, or any other competitive solicitation between:

1. Any person or person's representative seeking an award from such competitive solicitation;
2. Any ACSO and BOCC staff.
3. Any member of the Alachua County Commission.
4. Any member of the Evaluation Committee.

For the purpose of this section, a person's representative shall include, but not be limited to, the person's employee, partner, officer, director, consultant, lobbyist, or any actual or potential subcontractor or consultant of the person.

The prohibited communication shall be in effect as of the release of the competitive solicitation and terminate at the time ACSO awards or approves a contract, rejects all bids or responses, or otherwise takes action which ends the solicitation process.

The provisions of this section shall not apply to oral communications at any public proceeding, including pre-bid conferences, oral presentations before selection committees, and contract negotiations during any public meetings, presentations made to the Sheriff, and protest hearings. Further, the provisions of this section shall not apply to contract negotiations between any employee and the intended awardee, any dispute resolution process following the filing of a protest between the person filing the protest and any employee, or any written correspondence with any employee, the Sheriff, or decision-making board member or selection committee member, unless specifically prohibited by the applicable competitive solicitation process.

The penalties for an intentional violation of this article shall be those specified in §125.69(1), Florida Statutes, as amended.

- F. Special Accommodation: Any person requiring a special accommodation at a Bid/RFP opening because of a disability should call the Accounting & Budget Bureau at (352) 367-4049 at least five (5) workdays prior to the Bid/RFP opening. If you are hearing or speech impaired, please contact the Accounting & Budget Bureau by using the Florida Relay Service which can be reached at 7-1-1 or 1 (800) 955-8771 (TDD).
- G. Proposal Deadline: Your Proposal prepared in response to this RFP must be received by the Accounting & Budget Bureau at the above listed address no later than the Due Date (September 26, 2022, at 2:00 PM) as identified in the Schedule of Events, to be considered. *Note: The Alachua County Sheriff's Office is not a guaranteed delivery address before 2:00 pm from any Next Day Air providers.*
- H. Receipt and Opening of Contractor Responses: Contractor responses will be opened on the date and time identified in the Schedule of Events as the Opening Date.

Responses to the RFP received prior to the time of opening will be secured unopened. The Purchasing Agent, whose duty it is to open the responses, will decide when the specified time has arrived and no proposals received thereafter will be considered. The Accounting & Budget Bureau will not be responsible for the premature opening of a proposal not properly addressed and identified by Proposal number on the outside of the envelope/package.

Sealed bids, proposals, or replies received by ACSO pursuant to a competitive solicitation are exempt from public records disclosure until such time as ACSO posts an intended decision or until 30 days after opening of the documents, whichever is earlier.

- I. Timely Delivery: It is the Proposers responsibility to assure that the proposal is delivered at the proper time and location. Responses received after the scheduled receipt time will be marked "TOO LATE." Late proposals may be returned unopened to the Contractor.
- J. Preparation Costs: ACSO is not liable for any costs incurred by Contractors prior to the issuance of an executed contract.
- K. Preparation and Changes: Proposal must be typed or printed in ink. All corrections made by the Proposer prior to the opening must be initialed and dated by the Proposer. No changes or corrections will be allowed after proposals are opened.
- L. Reservation of Rights: ACSO reserves the right to reject any and/or all proposals, in whole or in part, when such rejection is in the best interest of ACSO. Further, ACSO reserves the right to withdraw this solicitation at any time prior to final award of contract.
- M. Cancellation: The contract may be terminated by ACSO without cause by giving a minimum of thirty (30) days written notice of intent to terminate. Contract prices must be maintained until the end of the thirty (30) day period. ACSO may terminate this agreement at any time as a result of the Contractor's failure to perform in accordance with these specifications and applicable contract. ACSO may retain/withhold payment for nonperformance if deemed appropriate to do so by ACSO.

- N. Public Entity Crimes Statement: A person or affiliate who has been placed on the convicted Contractor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a Contractor, Subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted Contractor list. By submission of a proposal in response to this solicitation, the proposer certifies compliance with the above requirements as stated in Section 287.133, Florida Statutes.
- O. Certification Regarding Debarment, Suspension, and Other Responsibility Matters: The prospective primary participant must certify to the best of its knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency and meet all other such responsibility matters as contained on the attached certification form.
- P. Licenses and Registrations: The Contractor shall be responsible for obtaining and maintaining throughout the contract period any licenses or registrations required pursuant to the laws of Alachua County, the City of Gainesville, or the State of Florida.

If the Contractor is operating under a fictitious name as defined in Section 865.09, Florida Statutes, proof of current registration with the Florida Secretary of State **shall be submitted** with the bid.

Failure to provide the above documentation may result in the proposal being non-responsive.

- Q. Audits, Records, and Records Retention: The Contractor shall agree:
1. To establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices, which sufficiently and properly reflect all revenues and expenditures of funds provided by ACSO under this contract.
 2. To retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this contract for a period of five (5) years after termination of the contract, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of this contract.
 3. Upon completion or termination of the contract and at the request of ACSO, the Contractor will cooperate with ACSO to facilitate the duplication and transfer of any said records or documents during the required retention period as specified in paragraph 1 above.
 4. To assure that these records shall be subject at all reasonable times to inspection, review, or audit by Federal, state, or other personnel duly authorized by ACSO.
 5. Persons duly authorized by ACSO and Federal auditors, pursuant to 45 CFR, Part 92.36(l)(10), shall have full access to and the right to examine any of provider's contract and related records

and documents, regardless of the form in which kept, at all reasonable times for as long as records are retained.

6. To include these aforementioned audit and record keeping requirements in all approved subcontracts and assignments.
7. To provide full and open cooperation with Sheriff's investigators on any complaint that has been made against any member of its staff, or in disciplinary proceedings against any inmate.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE RECORDS BUREAU AT THE ALACHUA COUNTY SHERIFF OFFICE:

**ALACHUA COUNTY SHERIFF'S OFFICE, RECORDS BUREAU
ATTN: LINDA BROWN, BUREAU CHIEF, RECORDS
2621 SE HAWTHORNE ROAD
GAINESVILLE, FLORIDA 32641
PHONE: 352-367-4018
EMAIL: lbrown@alachuasheriff.org**

- R. Monitoring: To permit persons duly authorized by ACSO to inspect any records, papers, documents, facilities, goods, and services of the provider which are relevant to this contract, and interview any clients and employees of the provider to assure ACSO of satisfactory performance of the terms and conditions of this contract.

Following such evaluation, ACSO will deliver to the provider a written report of its findings and will include written recommendations with regard to the provider's performance of the terms and conditions of this contract. The provider will correct all noted deficiencies identified by ACSO within the specified period of time set forth in the recommendations. The provider's failure to correct noted deficiencies may, at the sole and exclusive discretion of ACSO, result in any one or any combination of the following: (1) the provider being deemed in breach or default of this contract; (2) the withholding of payments to the provider by ACSO; and (3) the termination of this contract for cause.

- S. For those projects with separate plans, blueprints, or other materials that cannot be accessed through the internet, the Accounting & Budget Bureau will make a good faith effort to ensure that all registered proposers/bidders (those Contractors who have been registered as receiving a RFP/bid package) receive the documents. It is the responsibility of the Contractor prior to submission of any proposal to check the above website or contact the Accounting & Budget Bureau to verify any addenda issued. The receipt of all addenda must be acknowledged on the **Proposal Response Cover Sheet**.
- T. Unauthorized Alien(s): The Contractor agrees that unauthorized aliens shall neither be employed nor utilized in the performance of the requirements of this solicitation or any work authorized thereunder. ACSO shall consider the employment or utilization of unauthorized aliens a violation of Section

274A(e) of the Immigration and Naturalization Act (8 U.S.C. 1324a). Such violation shall be cause for unilateral termination of this Agreement by ACSO. As part of the response to this solicitation, please complete and submit the attached form "AFFIDAVIT CERTIFICATION IMMIGRATION LAWS."

U. Employment Eligibility Verification

1. Contractor agrees that it will enroll and participate in the federal E-Verify Program for Employment Verification. Contractor further agrees to provide to ACSO, within thirty days of the effective date of this contract/amendment/extension, documentation of such enrollment in the form of a copy of the E-Verify "Edit Company Profile screen", which contains proof of enrollment in the E-Verify Program (this page can be accessed from the "Edit Company Profile" link on the left navigation menu of the E-Verify employer's homepage).
2. Contractor further agrees that it will require each Subcontractor that performs work under this contract to enroll and participate in the E-Verify Program within sixty days of the effective date of this contract/amendment/extension or within sixty days of the effective date of the contract between the Contractor and the Subcontractor, whichever is later. The E-Verify System is located at <https://www.uscis.gov/E-Verify>. The Contractor shall obtain from the Subcontractor(s) a copy of the "Edit Company Profile" screen indicating enrollment in the E-Verify Program and make such record(s) available to the Agency upon request.
3. Contractor will utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of: (a) all persons employed during the term of the Agreement by Contractor to perform employment duties within Florida; and (b) all persons (including Subcontractors) assigned by Contractor to perform work pursuant to the Agreement.
 - a. Contractor must use E-Verify to initiate verification of employment eligibility for all persons employed during the term of the Agreement by Contractor to perform employment duties within Florida within 3 business days after the date of hire.
 - b. Contractor must initiate verification of each person (including Subcontractors) assigned by Contractor to perform work pursuant to the Agreement within 60 calendar days after the date of execution of this contract or within 30 days after assignment to perform work pursuant to the Agreement, whichever is later.
4. Contractor further agrees to maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its Subcontractors as provided above, and to make such records available to ACSO or other authorized state entity.
5. Compliance with the terms of this Employment Eligibility Verification provision is made an express condition of this contract and ACSO may treat a failure to comply as a material breach of the contract.

- V. Award of RFP and Protest: The proposal will be awarded as soon as possible to the responsive, responsible Contractor(s) who rank highest in the evaluation process, unless otherwise stated elsewhere in this document. ACSO reserves the right to waive any informality in proposals and to award a proposal in whole or in part when either or both conditions are in the best interest of ACSO.

Notice of the Intended Decision will be posted on ACSO's website at: <https://acso.us/requests-for-bids-and-proposals/> for a period of seventy-two (72) consecutive hours, which does not include weekends or Sheriff observed holidays. Any Contractor who desires to protest the Intended Decision must file a notice of intent to protest in writing within seventy-two (72) hours after the posting of the Notice of Intended Decision. Any RFP/bid award recommendation may be protested on the grounds of irregularities in the specifications, procedure, or the evaluation of the proposal. Such notice of intent to protest shall be made in writing to Purchasing Agent, Melanie Magyari, and sent by email to mmagyari@alachuasheriff.org.

Protestor shall file a formal written protest within 10 days after the date in which the notice of intent to protest has been submitted. Failure to file a notice of intent of protest or failure to file a formal written protest shall constitute a waiver of all rights granted under this section. The Contractor shall be responsible for inquiring as to any and all award recommendations/postings.

Should concerns or discrepancies arise during the procurement process, Contractors are encouraged to contact the Accounting & Budget Bureau prior to the scheduled proposal opening. Such matters will be addressed and/or remedied prior to an opening or award whenever practically possible. Contractors are not to contact other persons or units within ACSO regarding the Contractor complaint.

- W. Errors and Omissions: ACSO and its representatives shall not be responsible for any errors or omissions in the RFP. Due care and diligence have been exercised in the preparation of this RFP, and all information contained herein is believed to be substantially correct. Information is subject to review by the successful proposer.
- X. Additional Terms and Conditions: ACSO objects to and shall not consider any additional terms or conditions submitted by a Contractor, including any appearing in documents attached as part of a Contractor's response. In submitting its response, a Contractor agrees that any additional terms or conditions, whether submitted intentionally or inadvertently, shall have no force or effect. Failure to comply with terms and conditions, including those specifying information that must be submitted with a response, shall be grounds for rejecting a response or placing a Contractor in default.
- Y. Work: Contractor understands that no amount of work is guaranteed to it nor is ACSO under an obligation to utilize the services of the Contractor in those instances where the work to be performed can be done by ACSO personnel or under separate contract. Any work to be performed shall be upon the written request of ACSO Accounting & Budget Bureau or representative, which request shall set forth the commencing date of such work and the time within which such work shall be completed. ACSO reserves the right to negotiate with the successful bidder/proposer for any related products or services not specifically stated in this solicitation.
- Z. Alachua County Minimum Wage (GMW): Per Ordinance No. 16-05, A Contractor, or subcontractor, providing a covered service to the County shall pay to all of its covered employees no less than the established Alachua County Government Minimum Wage, which shall be \$16.00 October 01, 2022.

V. SCOPE OF SERVICES AND SPECIFICATIONS

A. Commissary Staff

The Contractor shall provide a list of all employees for pre-approval by the ACSO. Contract staff are subject to a criminal history inquiry for the purpose of internal security, and maintain compliance with ACSO rules and regulations related to safety and security. Contract staff and subcontractors are subject to physical search of person and property.

Vendor shall employ enough staff to complete commissary distribution within a reasonable timeframe as agreed upon by contractor and ACSO.

Contract staff shall complete relevant PREA training and are subject to the same PREA related rules and regulations as ACSO employees. In addition, contract staff shall complete relevant training identified by ACSO on an annual basis.

Those with the potential for CJIS access shall receive the appropriate level of security training.

B. Commissary Services

The Contractor shall make available for purchase commissary items including, but not limited to, hygiene products, writing materials, games, snacks and candies, and clothing selections. The Contractor must provide recognized name-brand products; no private-label brands will be allowed. No items may be added, deleted, or changed, to include packaging or sizing, without mutual, written agreement between the Contractor and the ACSO. Items available via the commissary are subject to quantity limits, product restrictions, and other special conditions, as defined by the ACSO. No items packed in metal or glass containers will be sold. Any product containing alcohol is prohibited for sale by the commissary.

The Contractor must provide a proposed listing of all commissary items offered for sale to the inmates to include pricing.

The commissary menu shall not sell food which competes with ACSO's food program. All menu changes must be approved by ACSO. All food items shall be date stamped and follow all health and industry standards for handling.

Contractor will provide all Commissary Order Forms to be used by Sheriff or designee. The order form will contain only those items mutually agreed to by Sheriff or designee and the Contractor. The order form will include directions for use in both English and Spanish.

Commissary pricing will be agreed upon by ACSO and contractor. Contractor will be responsible for ensuring annually, at no cost to ACSO, that the prices of the items being sold to the inmates are fair for Alachua County. A copy of the survey and its results will be provided to ACSO.

Indigent inmates may order indigent packages through the Commissary. They must have less than fifty (\$.50) cents in their account for a period of ten (10) days or more, or have entered the facility with less

than fifty (\$.50) cents to be eligible for indigent package. If inmates qualify, they will receive an indigent kit, if their housing unit restrictions permit at the time of delivery, once a week.

The Contractor shall provide commissary services to the inmates in all areas of the facility no less than once per week. All inmate locations are checked prior to arrival to ensure accuracy of the delivery location (e.g. if an inmate is relocated after ordering). Deductions from the trust fund accounting system shall be made upon the placement of the order. Deliveries to the facility shall be within 72 hours of the debit from the inmate's account. The Contractor will be responsible for:

- Entering the orders into the trust fund accounting system.
- Preparing and bagging each order individually.
- Delivering of the orders, within 72 hours of the debit, to the inmates in the housing areas.
- Ensuring each inmate is identified by Wristband ID prior to issuing the inmate's order.
- Opening the package and verifying with the inmate that the contents match the receipt and the contents are indeed those items that were ordered (see below for information to be displayed on receipt).
- Ensuring inmate signs the receipt and receives a copy.
- Retaining custody of signed inmate receipts.
- Correcting deficiencies in the inmate commissary orders in a timely manner.

Commissary orders are to be delivered in heat-sealed, clear plastic bags with two (2) copies of the order receipt sealed within the bag. The receipt should contain the following information:

- Inmate's Name
- Inmate's Location
- Inmate's JMS MNI Number
- Items and Quantity order
- Total of order and sales tax, if applicable
- Balance of account after the order

Should any order be incorrect and the inmate refuses to accept the incorrect items, Contractor will return the items to its distribution center and notify the Sheriff or designee to ensure the affected inmate's account is credited. Copies of the credit will be given to the inmate and Sheriff or designee on the next commissary delivery day.

Contractor shall be responsible for filling the commissary orders manually, if necessary.

Contractor will notify ACSO no less than 14 days in advance of any schedule changes due to holidays or ACSO approved events.

Contractor will provide a written emergency disaster plan identifying roles and supplies needed on hand in case of a disaster. This plan is to be updated and submitted to ACSO annually.

Contractor shall purchase all products, supplies, and services, and pay all sales taxes, payroll costs, and license and permit fees for commissary sales and software.

Contractor is responsible for all costs associated with the transport and delivery of commissary products. Contractor will not charge a restocking fee for refused/returned orders.

The Contractor shall maintain sufficient stock levels in order to limit shortages. The contractor shall not substitute and should have an order-fill rate in excess of 98%.

All order entry and deliveries will be done by the Contractor's employees. Third-party shippers are not acceptable.

C. Care Package Services

ACSO approved items are available for purchase by family and friends via vendor's "care package" service. Care package items are charged to the purchaser's credit card, not the inmates account. All credit card fees will be charged to the purchaser and the amount of credit card fees to be charged must be spelled out in the contract (both percentage and flat fee charges, if any). ACSO will not be responsible for any credit card fees. Any credit card fees or associated changes shall be reasonable and agreed upon by ACSO.

Item limitations and/or restrictions that are set for commissary items are also required for care package items as determined by ACSO.

Contractor shall pay a commission (amount to be determined during contract negotiation) to the ACSO's Inmate Welfare Fund for all purchases made through the care package program.

D. Hardware and Software

Contractor shall supply, at no cost to ACSO and for the length of the contract, all network, hardware, and software necessary to integrate with ACSO hardware and software necessary to meet the requirements of this RFP, including installation, training and support, as part of the contract. Repair and/or replacement of any failed or faulty hardware shall be the sole responsibility of the contractor.

Updates of the computer software must be provided free of charge to the ACSO for the length of the contract. Vendor must show proof that past updates have been done. Reasonable changes requested by the ACSO shall be included at no cost to the ACSO.

The Inmate Trust Fund (ITF) Accounting Software will have an active, real-time interface with the Facility's Jail Management System (JMS) to allow for inmate accounts to be opened at time of booking and classification codes updated automatically. The Contractor will be responsible for any financial obligation of establishing and maintaining the JMS interface. The current JMS contractor in place at ACSO is SmartCOP. The JMS application utilizes a Microsoft SQL database. Additional information with respect to the JMS contractor, JMS system and interface, can be requested during the question and inquiry period detailed on Table 1 Schedule of Events.

Software must be relational database program to facilitate in-house data searches, via an ad hoc query tool. The system must have the capability to operate on an Ethernet network environment.

Software includes a method for purchaser to track items purchased as a care package. Detailed historical care package order information is viewable. System provides reporting capabilities, to include care packages purchased by date range.

Software must accept the JMS MNI (Master Name Index) as a permanent ID number for an inmate's ITF account, which will allow an account to be reopened; have the capability to search the name, historical (alias) name, ID number, or master ID number, and historical booking number.

The ITF software must have permission level restrictions that are customizable by designated ACSO staff and are functional throughout all components of the software. Designated ACSO staff must be able to allow/disallow and enable/disable permission settings based on the component and agency workflow.

Contractor must provide unattended daily back-up of ITF software.

The Contractor shall provide an "as-built" architecture document that describes system topology and various systems interactions.

The Contractor must install the ITF software, train DOJ personnel, provide documentation, on-going support, and a toll-free, 24-hour emergency line to ensure maximum utilization and minimal down-time with the proposed system. Call response time shall be a return call from a technician within one (1) hour of the DOJ call and repair services within twelve (12) hours. A third-party technician or repair service will not be accepted.

Contractor will provide and maintain the following equipment:

- Public facing kiosk(s) for accepting cash or credit card deposits into inmate accounts. Contractor maintains an adequate supply (as defined by ACSO) of replacement kiosks. ACSO will provide electrical power to operate the kiosk(s) and Contractor will provide the network connectivity. Maintenance or replacement of contractor-supplied hardware shall be the responsibility of the Contractor.
- A minimum of one onsite check printer.
- Negotiated number of receipt printers for inmate deposit/disbursement receipts.

Commissary, communication, and inmate accounting related software are ADA compliant, and contain auditing and reporting capabilities.

If the contract is not renewed, the stored data shall be deemed the property of the ACSO.

E. Inmate Trust Fund Accounting

Contractor must provide a computerized inmate trust fund accounting software, adhering to generally-accepted accounting principles (GAAP) and capable of being audited by the ACSO or an independent auditor. The trust fund accounting software up-time and availability must be 99.8% greater. Software must have the following abilities:

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- Create an individual inmate account for each new inmate in real time. Booking deposit transactions (positive and negative) must be imported to inmates' accounts in real time.
- Add funds to an inmate account and print receipts for inmate deposits.
- Take incoming funds as a percentage and apply a percentage as prescribed by ACSO to the inmates' debt and the balance to the inmates' commissary fund.
- Charge inmates in a real time environment for non-commissary items, such as meals, medical, uniforms, transportation, attendance at funerals or wakes, damage to property or be capable of accepting the restrictions or changes.
- Verify there are sufficient funds in an inmate's account at the time a commissary order is entered and automatically debit an inmate's account for commissary purchases in real time. Software must accept information from the JMS to control commissary purchase, i.e., medical restrictions, gender restrictions, age restrictions, disciplinary controls, and indigent status.
- Process credits including credits for non-delivered commissary orders or returned orders.
- Process cash bonds/purges.
- Close an account with a detailed statement and apply available funds to outstanding inmate debt. Any remaining balance will be disbursed to the inmate in the form of a check, cash or smart card.
- Multiple workstations to access and print checks using networked check printer.
- Close multiple accounts with one check with a detailed per-inmate report.
- Release an inmate with an outstanding balance. When an inmate is released in the JMS, the ITF account shall be closed manually.
- Maintain individual cash drawers for various locations. Must have the ability to select a cash drawer other than workstation default.
- Open, close, count, reopen, and post deposits. Must have the ability to select deposit posting date.
- Process batch deposits of inmate funds.
- Write off debts based on specific debt types and age of debt.
- View and edit bank reconciliations by bank and date. Must have the ability to view transaction comment/description in bank reconciliation module.
- Indigent tracking program.
- Track historic incarcerations for the same inmate, via account reactivation, based on the MNI number.
- Track inmate housing locations, as they can change, in the JMS software and update the ITF software accordingly, without operation intervention, via the real-time interface.
- Maintain different class codes on inmates housed for other agencies for purposes of posting charges.
- Capability to place up to 999 different restrictions on an inmate's account and have the capability to implement up to 999 charges to the inmate.
- Installation of software at both the jail location and the administrative building where accounting staff are housed.
- Export reports to Excel.
- Keep a discharged inmate's summary record on-line in a history file for at least five (5) years.

Software must provide a complete and searchable audit trail on all transactions. The system must provide a series of reports, as specified by the ACSO, including detailed annual, monthly, weekly, and daily reports. Additionally, must have the ability to produce a report which will assist in the reconciliation of several cash drawers, all open at the same time. Must also be able to produce a report at the end of each shift. The software must have comprehensive checkbook management features, including the ability to write a check from an inmate's ITF to a third party, to write a check from the general fund to a contractor, to void, make documented corrections, adding manually written checks, verification, and deposits. Additionally, the system must have the capability to print a check registry, based on multiple criteria which can be queried by the facility operator, as well as the ability to provide one check on the multiple accounts to one receiving agency and generate a report for each on the multiple accounts.

The software shall provide a program to identify inmates' trust fund accounts with negative balances and have a program to take money to cover negative balances at the ACSO request (e.g. medical, meals, and commissary).

Contractor will provide cash handling services and payment processing services for payments made for the benefit of inmates at the Jail through kiosks, phone, money orders, online websites and/or mobile sites or applications operated by Contractor or such other methods that the parties agree will be made available for the benefit of inmates at Jail for crediting inmate trust account balances held by ACSO. The Contractor provides the Services in its capacity as a licensed money services provider. See Exhibit A, for our current receipts/disbursement services.

Contractor will guarantee all transactions and will send, via ACH, monies to the ACSO designated bank account in accordance with the terms and conditions agreed upon.

F. Data Conversion

Contractor shall describe their recommended approach toward migration and retention of legacy data.

Contractor will be responsible for data extraction from current systems with the assistance of ACSO, and for overall data conversion coordination, definition of file layouts, data imports and validation into the new system(s). This includes the inmate record as well as commissary orders and transaction details (deposits, debts, charges, etc.).

It is anticipated that data conversion will occur when migrating current and historical commissary data to new application(s). The contractor is expected to convert all electronic data. As part of the RFP response, the contractor must describe how all files will be converted to the proposed System (e.g., through software conversion aids/utility programs or special programs that must be written, the actual conversion procedures, etc.) and how said data will be retrievable by the end user. The contractor shall identify how they will approach developing the data conversion plan, and what processes will be undertaken by the vendor's project team to convert existing data as well as to interface with identified source systems. A conversion schedule should identify planned conversion steps, estimated hours, and what resources will be required (Client or Contractor) for all pertinent legacy data.

G. Invoice/Commission Requirements

Contactors must provide a weekly invoice detailing the calculation for adjusted gross sales of commissary purchases, snack pack, and indigent supply purchases no later than ten (10) days after the end of the reporting period. (Adjusted gross sales are gross sales less sales tax and non-commissionable sales).

The invoices shall be sent to the Accounting and Budget Bureau, Attn: Accounts Payable, 2621 SE Hawthorne Road, Gainesville, FL 32641 or emailed to accpayable@acso.us.

Contractors must provide a monthly commission statement detailing the calculation for commissions earned on commissary sales, snack pack, and care packages sales no later than ten (10) days after the end of the reporting period. Commission checks are to be issued to ACSO on a monthly basis.

VI **REQUIRED SUBMITTALS**

Proposals are to be submitted bound by binder clips only. No manner of plastic, comb or wire bindings, three ring binders, or staples are acceptable. All copies of proposals are to be printed double-sided, on paper.

Each Applicant is requested to provide the following information using the same numbering/lettering scheme as the format below.

- A. Firm name or Joint Venture, business address and office location, telephone number.
- B. If a joint venture, list participating firms and outline specific areas of responsibility (including administrative, technical, and financial) of each firm.
- C. Address of the office that is to perform the work.
- D. Federal Identification Tax Number or Social Security Number.
- E. The age of the firm, brief history, and average number of employees over the past five years.
- F. Present size of firm, nature of services offered, and breakdown of staff by discipline.
- G. Provide the total number of professionals in your organization and the estimated number of professionals and working hours of these professionals, to be assigned to this project at peak.
- H. Names and descriptions of major projects for which the firm is presently under contract.
- I. If a joint venture, has this joint venture previously worked together? If yes, what projects? A copy of the joint venture agreement should be provided, if available at this time. If the joint venture agreement is not available at this time, then the selection of the firm will be subject to ACSO receiving and approving the joint venture agreement, prior to negotiating the contract. If a joint venture, indicate how the work will be distributed between the joint venture partners.
- J. If the Contractor is not a joint venture, list outside consultants anticipated to be used on this project. When listing consultants, give the respective specialty of the firm.

- K. Give brief resume of key persons to be assigned to the project including but, not limited to:
- 1) Name & title
 - 2) Job assignment for other projects
 - 3) Percentage of time to be assigned full time
 - 4) How many years with this firm
 - 5) How many years with other firms
 - 6) Experience
 - a) Types of projects
 - b) Size of projects (Inmate Population) and Amount of Contract Award (dollar value)
 - c) Define specific project involvement
 - 7) Education
 - 8) Active registration
 - 9) Other experience and qualifications that are relevant to this project
 - 10) Note which projects were fast tracked
- L. List the projects which best illustrate the experience of the firm and current staff which is being assigned to this project. (List no more than 10 projects that were completed in the last three (3) years).
- 1) Name and location of the project
 - 2) The nature of the firm's responsibility on this project
 - 3) Project Owner's representative name, address and phone number
 - 4) Project user agency's representative name, address and phone number
 - 5) Date project was completed or is anticipated to be completed
 - 6) Fee for this project
 - 7) Project manager and other key professionals involved and specify the role of each
- M. Describe your approach on commissary services. Briefly describe your proposed plan of how on-site commissary services (as defined in Scope of Services) will be provided.
- N. Describe a Quality Assurance Program to ensure quality commissary services are provided to inmates and the methods that will be employed to evaluate such services. Indicate the Contractor's plans, policies and guidelines for administering such a program.
- O. Show the organization chart as it relates to the project indicating key personnel and their relationship. It should be understood that it is the intent of ACSO to insist that those indicated as the project team in the RFP response actually execute the project.
- Develop a chart (Staffing Plan) of individual professionals to be assigned responsibilities and number of days to be provided for each staff member.
- P. Describe how the organizational structure will ensure orderly communications, distribution of information, effective coordination of activities, and accountability.
- Q. Describe how the team will implement project control systems for time, budget, and quality for this project, to include an emergency/contingency plan with financial responsibility.

- R. Complete and submit the following included forms: Proposal Response Cover Sheet; Corporate Resolution Granting Signing Authority and Authority to Conduct Business; Equal Opportunity/Affirmative Action Statement; Insurance Certification Form; Certification Regarding Debarment, Suspension, And Other Responsibility Matters, Primary Covered Transactions; Affidavit Certification Immigration Laws; Non-Collusion Affidavit; Drug-Free Workplace Certification; Proposed Subcontractors Form; Litigation and Claims History Experience; Client References; Scrutinized Company Certificate; Commission Percentage Proposal Form; and Listing of Commissary Items with Pricing.
- S. A Performance Bond in the form attached to this Proposal may be requested by the Sheriff as part of contract negotiations and should be valid for at least the first year of the contract.

VII: SELECTION PROCESS

- A. An Evaluation Committee comprised of five (5) members will review and evaluate all written proposals deemed responsive based on parameters which shall include, but not necessarily be limited to, the Consultant’s understanding of the project, the approach to meet the scope of services, Consultant’s qualifications and personnel to be assigned, location, workload, client references, unique abilities, Subcontractors, *if any*, financial stability, proposed fee, ability to meet deadlines, budget development, cost containment, and completion of all required forms and certifications. The Sheriff reserves the right to award a contract to a Consultant *other than the highest commission percentage* proposed in response to this solicitation. The Committee may select one or more firms to interview for virtual presentations.

Written responses to this solicitation should consider the parameters outlined immediately above in their submittals.

The scoring matrix for this proposal anticipates a maximum of 125 points. One-hundred (100) maximum points for the written proposal and twenty-five (25) points for an optional virtual presentation, *if necessary*.

Understanding of the Project:	25 points
Project Approach:	25 points
Project Manager:	10 points
Project Team:	20 points
Project Schedule:	10 points
Proposal Organization:	5 points
Commission Percentage Proposal:	<u>5 points</u>
TOTAL	100 points
Optional Virtual Presentation	25 points

The Evaluation Committee will not be impressed with excessive amounts of boilerplate, numbers of resumes, photographs, and projects performed at distant sites *with personnel that will not be assigned to this project location.*

Meetings of Evaluation Committees subsequent to the opening of the solicitation shall be public meetings except for any portion of a meeting at which a negotiation with a Contractor is conducted pursuant to a competitive solicitation, at which a Contractor makes an oral presentation as a part of the competitive solicitation, or at which a Contractor answers questions as a part of a competitive solicitation. Also, any portion of a meeting at which negotiation strategies are discussed are exempt from being a public session.

Notice of all meetings shall be posted on the ACSO website at: <https://acso.us/requests-for-bids-and-proposals/> no less than 72 hours (excluding weekends and holidays).

- B. The Evaluation Committee will recommend to the Sheriff in order of preference (ranking), *up to five (5) firms* deemed to be most highly qualified to perform the requested services.
- C. The Sheriff or representative, will negotiate with the most qualified firm (first ranked firm) for the proposed services at compensation and commission which the Sheriff determines is fair, competitive, and reasonable for said services.
- D. Should ACSO be unable to negotiate a satisfactory contract with the firm considered to be fair, competitive and reasonable, negotiations with that firm shall be terminated. ACSO shall then undertake negotiations with the second most qualified firm. Failing accord with the second most qualified firm ACSO shall terminate negotiations. ACSO representative shall then undertake negotiations with the third most qualified firm. Failing accord with the third most qualified firm ACSO shall terminate negotiations.
- E. Should ACSO be unable to negotiate a satisfactory contract with any of the three (3) most qualified firms, ACSO may select additional firms whose proposals were deemed responsive to continue negotiations. Should the Sheriff be unable to negotiate a satisfactory contract with any of the responsive firms, then the Sheriff's Office may reject all bids and restart the process with the acceptance of new proposals. The Sheriff's decision on this matter shall be binding on all parties.

VIII: INDEMNIFICATION

The Contractor shall indemnify and hold harmless, pay the cost of defense, including reasonable attorney's fees, and save the Sheriff, his officers, appointees, agents and employees from any claim, action, lawsuit, loss, damage, cost, charge, judgments, liabilities, or expense of any kind whatsoever arising out of any act, action, neglect, omission and/or failure to act by the Contractor, including, but not limited to, any claims, amounts or injuries covered under the Worker's Compensation laws, except as a third party claim outside Worker's Compensation, resulting or arising from Contractor's obligations and duties under this Agreement, except that neither Contractor nor any of its Subcontractors shall be liable for any injury or damage caused by or resulting from the sole negligence of the Sheriff and employees, agents and Contractors of ACSO.

Contractor agrees that indemnification of the Sheriff shall extend to any and all work performed by the Contractor, its Subcontractors, employees, agents, servants or assigns. This obligation shall in no way be limited in any nature whatsoever by any limitation on the amount or type of Contractor's insurance coverage. This indemnification provision shall survive the termination of the Contract between the Sheriff and the Contractor.

Nothing contained herein shall constitute a waiver by the Sheriff of its sovereign immunity, the limits of liability or the provisions of FSS 768.28.

IX: EQUAL OPPORTUNITY POLICIES

Equal Opportunity/Affirmative Action Requirements

Contractor shall not discriminate against any client, employee or applicant for employment because of race, age, color, religion, sex, national origin, physical or mental disability, sexual orientation, sexual preference, gender expression, marital status or medical status. Contractor shall take affirmative action to ensure that Contractor's employees, applicants, subcontractors, and independent contractors, are treated without discrimination in regard to their race, age, color, religion, sex, national origin, mental or physical disability, sexual orientation, sexual preference, gender expression, and marital status or medical status. Contractor shall comply with all applicable sections of the Americans with Disabilities Act, where possible. The Contractor agrees that compliance with this Article constitutes a material condition to this Contract, and that is binding upon the Contractor, its successors, transferees, and assignees for the period during which services are provided. The Contractor further assures that all subcontractors and independent contractors are not in violation of the terms of this Section.

In addition to completing the Equal Opportunity Statement, the Contractor shall include a copy of any affirmative action or equal opportunity policies in effect at the time of submission.

X: INSURANCE

Contractor's attention is directed to the insurance requirements below. Contractors should confer with their respective insurance carriers or brokers to determine in advance of proposal/bid submission the availability of insurance certificates and endorsements as prescribed and provided herein. If an apparent proposer fails to strictly comply with the insurance requirements, that proposer may be disqualified from award of the contract, or otherwise found non-responsive.

Contractor shall maintain at all times of the contract a policy from a licensed insurance company that has a rating from A.M. Best Company, Inc. of not less than A, that provides professional liability insurance coverage (the "Professional Liability Insurance Policy") of which the Contractor is the named insured that covers the employees, officers and agents of the Contractor in the minimum amount of at least one million dollars (\$1,000,000) per occurrence and five million dollars (\$5,000,000) in the aggregate. After the expiration or termination of the Agreement, a tail policy or a policy that continues coverage for the services performed during the term of the Agreement, including extensions, will be maintained for an appropriate period in accordance with the applicable statute of limitations under the laws of the State of Florida and

Federal law. The Professional Liability Insurance shall list the Sheriff as an additional insured and in the event its insurance changes, the Contractor shall provide the Sheriff with written notice of such changes within a reasonable time, but in no event to exceed thirty (30) days from the happening thereof. Moreover, the Professional Liability Insurance Policy must provide that the Sheriff is to be notified, in writing, at least 30 days in advance of the cancellation of the Professional Liability Insurance Policy.

Contractor shall maintain over the course of the Agreement, Comprehensive General Liability coverage of at least \$1,000,000 each claim, \$3,000,000 in the aggregate, through an insurance policy procured from a licensed insurance company that has a rating from A.M. Best Company, Inc. of not less than A. The Contractor shall also provide the same coverage for any vehicles owned, leased or used by Contractor and its employees, agents and Subcontractors.

Contractor will maintain over the term of the Agreement, Worker's Compensation Insurance Coverage through a policy of insurance procured from a licensed insurance company that has a rating from A.M. Best Company, Inc. of not less than A, for all employees connected with the work of the Agreement, and in any case of subcontracting, will require that the Subcontractor have sufficient coverage as well. Such insurance will comply with the Florida Worker's Compensation law.

Contractor shall furnish ACSO with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by ACSO before work commences. ACSO reserves the right to require complete, certified copies of all required insurance policies at any time.

XI: ETHICAL BUSINESS PRACTICES

- A. Gratuities. It shall be unethical for any person to offer, give, or agree to give any ACSO employee, or for any ACSO employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or performing in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, subcontract, or to any solicitation or proposal therefor.
- B. Kickbacks. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a Subcontractor under a contract to the prime Contractor or higher tier Subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.
- C. ACSO reserves the right to either deny award or immediately suspend any contract resulting from this proposal pending final determination of charges of unethical business practices. At its sole discretion, the ACSO may deny award or cancel the contract if it determines that unethical business practices were involved.

XII: AGREEMENT

After the proposal award ACSO will, at its option, prepare an agreement specifying the terms and conditions resulting from the award of this bid. The Contractor will have thirty (30) calendar days after receipt to execute the agreement.

The Sheriff reserves the right to award contracts to more than one (1) Contractor as determined to be in the best interest of the Sheriff's Office.

If the successful Contractor is adjudged bankrupt, either voluntary or involuntary, the Sheriff may terminate the contract effective on the day and at the time the bankruptcy petition is filed and may proceed to provide contracted commissary services.

This Agreement shall be governed in accordance with the laws of the State of Florida. Venue shall be in Alachua County.

This Agreement may not be assigned without the express written consent of the Sheriff. In the performance of this Agreement, the Contractor will be acting in the capacity of an Independent Consultant and not as an agent, employee, partner, joint venture, or associate of the Sheriff. The Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures utilized by the Contractor in the full performance of this Agreement.

XIII: PENALTIES

PROPOSALS MAY BE REJECTED AND/OR BIDDER(S)/PROPOSERS DISQUALIFIED FOR THE FOLLOWING REASONS:

1. Failure to perform according to contract provisions.
2. Conviction in a court of law of any criminal offense in connection with the conduct of business.
3. Clear and convincing evidence of a violation of any federal or state anti-trust law based on the submission of bids or proposals, or the awarding of contracts.
4. Clear and convincing evidence that the bidder has attempted to give any employee a gratuity of any kind for the purpose of influencing a recommendation or decision.
5. Other reasons deemed appropriate by the Sheriff.

PROPOSAL RESPONSE COVER SHEET

This page is to be completed and included as the cover sheet for your response to the Request for Proposals.

The Alachua County Sheriff's Office, reserves the right to accept or reject any and/or all proposals in the best interest of the Sheriff.

Melanie Magyari, Purchasing Agent

This solicitation response is submitted by the below named firm/individual by the undersigned authorized representative.

(Firm Name)

BY

(Authorized Representative)

(Printed or Typed Name)

ADDRESS _____

CITY, STATE, ZIP _____

E-MAIL ADDRESS _____

TELEPHONE _____

FAX _____

ADDENDA ACKNOWLEDGMENTS: (IF APPLICABLE)

Addendum #1 dated _____ Initials _____

Addendum #2 dated _____ Initials _____

(Insert Name of Corporation)

**CORPORATE RESOLUTION GRANTING SIGNING AUTHORITY
AND AUTHORITY TO CONDUCT BUSINESS**

The Board of Directors (“Directors”) of _____, a
(insert name of company)
_____ corporation (the “Corporation”), at a duly and properly
(insert state of incorporation)
held meeting on the _____ day of _____, 2022, did hereby consent to, adopt,
ratify, confirm and approve the following recitals and resolutions:

WHEREAS, the Corporation is a duly formed, validly existing corporation in good standing under the laws of the State of _____ and is authorized to do business in the State of Florida; and

WHEREAS, the Corporation desires to grant certain persons the authority to execute and enter into contracts and conduct business on behalf of the Corporation.

NOW, THEREFORE, BE IT RESOLVED, that any of the following officers and employees of the Corporation listed below are hereby authorized and empowered, acting along, to sign, execute and deliver any and all contracts and documents on behalf of the Corporation, and to do and take such other actions, including but not limited to the approval and execution of contracts, purchase orders, amendments, change orders, invoices, and applications for payment, as in his or her judgment may be necessary, appropriate or desirable, in connection with or related to any bids, proposals, or contracts with Alachua County Sheriff, a Constitutional Officer of the State of Florida:

NAME	TITLE
_____	_____
_____	_____
_____	_____
_____	_____

BE IT RESOLVED THAT, these resolutions shall continue in full force and effect, and may be relied upon by Alachua County Sheriff, until express written notice of their rescission or modification has been received by the Purchasing

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Agent of Alachua County Sheriff. Any revocation, modification or replacement of these resolutions must be accompanied by documentation satisfactory to the Purchasing Agent of Alachua County Sheriff, establishing the authority for the changes.

IN WITNESS WHEREOF, I have executed my name as Secretary and have hereunto affixed the corporate seal of the above-named Corporation this _____ day of _____, 2022, and do hereby certify that the foregoing is a true record of a resolution duly adopted at a meeting of the Board of Directors of the Corporation and that said meeting was held in accordance with state law and the Bylaws of the Corporation, and that the resolution is now in full force and effect without modification or rescission.

(Corporate Seal) Secretary of the Corporation

By: _____

(Print Secretary's Name)

EQUAL OPPORTUNITY/AFFIRMATIVE ACTION STATEMENT

1. The Contractors and all Subcontractors shall not discriminate against any client, employee or applicant for employment because of race, age, color, religion, sex, national origin, physical or mental disability, sexual orientation, sexual preference, gender expression, marital status or medical status. Contractor shall take affirmative action to ensure that Contractor’s employees, applicants, subcontractors, and independent contractors, are treated without discrimination in regard to their race, age, color, religion, sex, national origin, mental or physical disability, sexual orientation, sexual preference, gender expression, and marital status or medical status. Contractor shall comply with all applicable sections of the Americans with Disabilities Act, where possible. The Contractor agrees that compliance with this Article constitutes a material condition to this Contract, and that is binding upon the Contractor, its successors, transferees, and assignees for the period during which services are provided. The Contractor further assures that all subcontractors and independent contractors are not in violation of the terms of this Section.
2. The Contractor agrees to comply with Executive Order 11246, as amended, and to comply with specific affirmative action obligations contained therein.

Signed: _____

Title: _____

Firm: _____

Address: _____

INSURANCE CERTIFICATION FORM

To indicate that Bidder/Contractor understands and is able to comply with the required insurance, as stated in the bid/RFP document, Bidder/Contractor shall submit this insurance sign-off form, signed by the Company Risk Manager or authorized manager with risk authority.

- A. Is/are the insurer(s) to be used for all required insurance (except Workers' Compensation) listed by Best with a rating of no less than A?

YES NO

Commercial General Indicate Best Rating:
Liability: Indicate Best Financial Classification:

Professional Liability: Indicate Best Rating:
 Indicate Best Financial Classification:

-
1. Is the insurer to be used for Workers' Compensation insurance listed by Best with a rating of no less than A?

YES NO

Indicate Best Rating:
Indicate Best Financial Classification:

If answer is NO, provide name and address of insurer:

2. Is the Contractor able to obtain insurance in the following limits (next page) as required for the services agreement?

YES NO

Insurance will be placed with Florida admitted insurers unless otherwise accepted by the Sheriff. Insurers will have A.M. Best ratings of no less than A VII unless otherwise accepted by the Sheriff.

Required Coverage and Limits

The required types and limits of coverage for this bid/request for proposals are contained within the solicitation package. Be sure to carefully review and ascertain that bidder/proposer either has coverage or will place coverage at these or higher levels.

Required Policy Endorsements and Documentation

Certificate of Insurance will be provided evidencing placement of each insurance policy responding to requirements of the contract.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the Sheriff. At the option of the Sheriff, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects Alachua County Sheriff, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Endorsements to insurance policies will be provided as follows:

Additional insured (Alachua County Sheriff, Florida, its Officers, employees and volunteers) -
General Liability & Automobile Liability

Primary and not contributing coverage-
General Liability & Automobile Liability

Thirty days advance written notice of cancellation to Sheriff - General Liability, Automobile Liability,
Worker’s Compensation & Employer’s Liability.

Claims will be directed to _____ (person/agency) at _____ (address/fax/e-,mail) for investigation and appropriate handling.

Please mark the appropriate box:

Coverage is in place Coverage will be placed, without exception

The undersigned declares under penalty of perjury that all of the above insurer information is true and correct.

Name _____ Signature _____
Typed or Printed

Date _____ Title _____
(Company Risk Manager or Manager with Risk Authority)

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
AND OTHER RESPONSIBILITY MATTERS
PRIMARY COVERED TRANSACTIONS**

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b) Have not within a three-year period preceding this been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of these offenses enumerated in paragraph (1)(b) of this certification; and
 - d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.
3. No subcontract will be issued for this project to any party which is debarred or suspended from eligibility to receive federally funded contracts.

Signature

Title

Contractor/Firm

AFFIDAVIT CERTIFICATION
IMMIGRATION LAWS

ACSO will not intentionally award contracts to any Contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324 A(e) (Section 274a(e) of the Immigration and Nationality Act (“INA”).

ACSO may consider the employment by any Contractor of Unauthorized Aliens a violation of Section 274A(e) of the INA. **Such violation by the Recipient of the employment provision contained in Section 274A(e) of the INA shall be ground for unilateral cancellation of the contract by Alachua County Sheriff.**

PROPOSER ATTESTS THAT THEY ARE FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

Company Name: _____

Signature: _____ Title: _____

STATE OF _____
COUNTY OF _____

Sworn to and subscribed before me this _____ day of _____, 2022.

Personally known _____
NOTARY PUBLIC

OR Produced identification _____
Notary Public - State of _____

(Type of identification) My commission expires: _____

Printed, typed, or stamped commissioned name of notary

The signee of this Affidavit guarantees, as evidenced by the sworn affidavit required herein, the truth and accuracy of this affidavit to interrogatories hereinafter made.

ACSO RESERVES THE RIGHT TO REQUEST SUPPORTING DOCUMENTATION, AS EVIDENCE OF SERVICES PROVIDED, AT ANY TIME.

NON-COLLUSION AFFIDAVIT

I, _____ of the city of _____ according to law on my oath, and under penalty of perjury, depose and say that:

1. I am _____
of the firm of _____
in response to the Request for Proposals for:

Contracted Commissary and Trust Fund Management Services for ACSO, and that I executed the said proposal with full authority to do so.

2. This response has been arrived at independently without collusion, consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to qualifications or responses of any other responder or with any competitor; and, no attempt has been made or will be made by the responder to induce any other person, partnership or corporation to submit, or not to submit, a response for the purpose of restricting competition;

3. The statements contained in this affidavit are true and correct, and made with full knowledge that ACSO relies upon the truth of the statements contained in this affidavit in awarding contracts for said project.

(Signature of Responder)

(Date)

STATE OF FLORIDA
COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, _____ who, after first being sworn by me, (name of individual signing) affixed his/her signature in the space provided above on this ____ day of _____ 2022.

NOTARY PUBLIC

My Commission Expires: _____

DRUG-FREE WORKPLACE CERTIFICATION

The undersigned vendor hereby certifies that it will provide a drug-free workplace program by:

1. Publishing a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the offeror's workplace, and specifying the actions that will be taken against employees for violations of such prohibition;
2. Establishing a continuing drug-free awareness program to inform its employees about:
 - a) The dangers of drug abuse in the workplace;
 - b) The Contractor's policy of maintaining a drug-free workplace;
 - c) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
3. Give all employees engaged in performance of the contract a copy of the statement required by section 1 above;
4. Notifying all employees, in writing, of the statement required by section 1, that has a condition of employment on a covered contract, the employee shall:
 - a) Abide by the terms of the statement; and
 - b) Notifying the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 calendar days after such conviction;
5. Notifying Alachua County Sheriff's Office in writing within 10 calendar days after receiving notice under section 4 b) above, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employer;
6. Within 30 calendar days after receiving notice under section 4 of a conviction, taking one or more of the following actions with respect to an employee who is convicted of a drug abuse violation occurring in the workplace:
 - a) Taking appropriate personnel action against such employee, up to and including termination; and/or

- b) Requiring such employee to satisfactorily participate in and complete a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency; and
7. Make a good faith effort to maintain a drug-free workplace program through implementation of sections 1 through 6.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Responder's Signature

Date

PROPOSED SUBCONTRACTORS FORM

Name of Primary Contractor: _____

Name of Proposed Subcontractor: _____

Address: _____

Scope of Work to be Performed: _____

Total \$ Value: \$ _____ % of Total BID/RFP: _____ %

Name of Primary Contractor: _____

Name of Proposed Subcontractor: _____

Address: _____

Scope of Work to be Performed: _____

Total \$ Value: \$ _____ % of Total BID/RFP: _____ %

Name of Primary Contractor: _____

Name of Proposed Subcontractor: _____

Address: _____

Scope of Work to be Performed: _____

Total \$ Value: \$ _____ % of Total BID/RFP: _____ %

Name of Primary Contractor: _____

Name of Proposed Subcontractor: _____

Address: _____

Scope of Work to be Performed: _____

Total \$ Value: \$ _____ % of Total BID/RFP: _____ %

Name of Primary Contractor: _____

Name of Proposed Subcontractor: _____

Address: _____

Scope of Work to be Performed: _____

Total \$ Value: \$ _____ % of Total BID/RFP: _____ %

If additional space is required for your Subcontractor listing, make copies of this Exhibit and submit with your bid package.

LITIGATION AND CLAIMS HISTORY EXPERIENCE

Submit a listing of all legal claims closed and pending, along with corresponding **case numbers**, relating to contracted commissary services for the last three (3) years, specifying the outcome of the case.

Likewise, the Contractor should disclose any legal actions, along with corresponding **case numbers**, that it has filed against former clients for the last three (3) years, specifying the outcome of the case.

Utilize one form for each Case.

CLIENT REFERENCES

List five (5) client references providing information described below. At least three (3) references must be from current jail contracts with an average daily inmate population of at least 700 and a maximum capacity of at least 1,000. Contracts with these jails must have been in effect for at least one year.

Utilize one form for each Reference.

Agency Name _____

Agency Address _____

Contact Person _____ Contact Phone Number _____

Number of Inmates _____

Facility Type _____ Jail _____ Prison _____ Juvenile _____ Other

Describe Other _____

Facility Accreditation _____ ACA _____ NCCHC _____ FCAC _____ Other

Describe Other _____

Contract Term (original, extensions, renewals, re-bid) _____

Contract Start _____ Contract End _____

Reason Contract Ended _____

PERFORMANCE BOND

CONTRACTOR (PRINCIPAL)

COMPANY (LEGAL NAME):
PRINCIPAL BUSINESS ADDRESS (No PO Box):
TELEPHONE NUMBER:

SURETY

COMPANY (LEGAL NAME):
PRINCIPAL BUSINESS ADDRESS (No PO Box):
TELEPHONE NUMBER:

OWNER (OBLIGEE)

NAME: Alachua County Sheriff
PRINCIPAL BUSINESS ADDRESS: 2621 SE Hawthorne Road, Gainesville, Florida 32641
TELEPHONE NUMBER: 352-367-4049

CONTRACT DETAILS

DATE EXECUTED:
AMOUNT:
GENERAL DESCRIPTION:
STREET ADDRESS OF PROJECT: 3333 NE 39th Avenue, Gainesville, Florida 32609
RFP # R-22-6 Contracted Commissary Services

BOND

BOND NUMBER:
DATE:
AMOUNT:

KNOW ALL MEN BY THESE PRESENTS:

That Principal, hereinafter called Contractor, and Surety, as identified above, are bound to the Alachua County Sheriff of Alachua County, Florida, as Obligee, hereinafter called the Sheriff, in the amount identified above, for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators,

successors and assigns, jointly and severally. WHEREAS, Contractor has by written agreement entered into a contract, identified above, with Sheriff, which contract documents are by reference made a part hereof, and for the purposes of this Bond are hereafter referred to as the "Contract";

THE CONDITION OF THIS BOND is that if Contractor:

1. performs the Contract between Contractor and the Sheriff, at the times and in the manner prescribed in the Contract; and
2. pays Sheriff all losses, damages, including liquidated damages and damages caused by delay, expenses, costs and attorney's fees including appellate proceedings, that Sheriff sustains as a result of default by Contractor under the Contract; and
3. performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract;

then THIS BOND IS VOID, OTHERWISE IT REMAINS IN FULL FORCE AND EFFECT.

Whenever Contractor shall be, and is declared by Sheriff to be, in default under the Contract, and Sheriff having performed Sheriff's obligations there under, the Surety may promptly remedy the default, or shall promptly:

1. complete the Contract in accordance with its terms and conditions; or
2. obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if Sheriff elects, upon determination by Sheriff and Surety jointly of the lowest responsible bidder, arrange for a contract between such Bidder and Sheriff, and make available as work progresses sufficient funds, paid to Sheriff to pay the cost of completion and other costs and damages for which the Surety may be liable hereunder.

No right of action shall accrue on this bond to or for the use of any person of corporation other than Sheriff named herein.

The Surety, for value received, hereby stipulates and agrees that no changes, extensions of time, alterations or additions to the terms of the Contract or other Work to be performed hereunder, or the specifications referred to therein shall in any way affect its obligations under this bond, and it does hereby waive notice of any such changes, extensions of time, alterations or additions to the terms of the Contract or to Work or to the specifications.

This instrument shall be construed in all respects as a common law bond. It is expressly understood that the time provisions and statute of limitations under Section 255.05, Florida Statutes, shall not apply to this bond.

In no event will the Surety be liable in the aggregate to Obligee for more than the penal sum of this Performance Bond regardless of the number of suits that may be filed by Obligee.

Signed and sealed this _____ day of _____, 20_____.

CONTRACTOR (PRINCIPAL)

Signed, sealed and delivered

in the presence of:

By: _____

Witnesses as to Contractor

Name: _____

Title: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this ___ day of _____, 20___, by _____, as _____ of _____, a _____ corporation, on behalf of the corporation. He/she is personally known to me **OR** has produced _____ as identification.

Notary Public (Signature) _____

Printed Name _____ My Commission Expires: _____

(AFFIX NOTARY SEAL)

SURETY

SIGNATURE: _____

SEAL

PRINTED NAME AND TITLE: _____ ATTORNEY IN FACT

SCRUTINIZED COMPANY CERTIFICATE

I, _____, representing _____ (name of corporation/partnership/agency) am over 18 years of age, have personal knowledge of the facts stated below and I am an owner, officer, director, principal shareholder and/or I am otherwise authorized to bind the forgoing person or business entity to a contract.

I hereby acknowledge that a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services if at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract or executing a new contract, the company:

- is on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, or is engaged in a boycott of Israel; or
- is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, or is engaged in business operations in Cuba or Syria, and the bid, proposal or contract is for goods or services of one million dollars or more.

I hereby represent and certify that the forgoing named person or business entity is not on the Scrutinized Companies that Boycott Israel List or participating in a boycott of Israel; and, for bids, proposals or contracts for goods or services of one million dollars or more, that Proposer is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged in business operations in Cuba or Syria.

By: _____ 20____
Signature Date

Printed Name and Title

Federal Employer Identification Number ____ - _____

Printed Name of Company

Address of Company

COMMISSION PERCENTAGE PROPOSAL FORM

The undersigned, as contractor, hereby certifies that he/she has read and understands pages 1-42 of the Request for Proposal for Commissary and Trust Fund Management Services for the Alachua County Sheriff’s Office, Department of the Jail for the period of January 01, 2023 through September 30, 2025 and therefore submits the following bid. Further, the undersigned therefore submits the following bid in the form of a commission percentage to the Alachua County Sheriff’s Office for overall inmate welfare pursuant to the provisions of the Florida Model Jail Standards.

Commission percentage is to be paid to the Alachua County Sheriff’s Office on a monthly basis. Percentage to be paid is as follows:

	Initial Period Year One 01/01/23 – 09/30/23	Initial Period Year Two 10/01/23 – 09/30/24	Initial Period Year Three 10/01/24 – 09/30/25	1st Renewal 10/01/25– 09/30/26	2nd Renewal 10/01/26 – 09/30/27
Commission percentage					

(Bidder may attach additional sheets and such will be noted in this space).

All proposals shall remain firm for 90 days from the date of the proposal opening.

CONSULTANT: _____

ADDRESS: _____

AUTHORIZED SIGNATURE: _____

TITLE: _____

PHONE #: _____

Listing of Commissary Items with Pricing