

REQUEST FOR PROPOSAL

TABLE OF CONTENTS

| | |
|--|----|
| I. INTRODUCTION | 2 |
| II. SCOPE OF WORK | 2 |
| III. TERM OF AGREEMENT | 5 |
| IV. INVOICES/PAYMENTS | 6 |
| V. PROPOSAL SUBMITTAL FORMAT | 6 |
| VI. PROPOSAL EVALUATION CRITERIA | 10 |
| VII. SUBMISSION OF PROPOSALS | 11 |
| VIII. PROJECTED SCHEDULE FOR THE RFP PROCESS | 11 |
| IX. PRE-PROPOSAL FACILITY TOUR..... | 11 |
| X. WRITTEN AGREEMENT REQUIRED | 12 |
| XI. CONTRACT AND PROPOSAL INFORMATION | 12 |
| XII. VENDOR RESPONSIBILITY..... | 14 |
| EXHIBIT A..... | 15 |

REQUEST FOR PROPOSAL

I. INTRODUCTION

The Franklin County Corrections Center, ("County"), on behalf of the Sheriff's Office, is soliciting competitive proposals from qualified firms, ("Vendor"), to provide high quality, cost-effective, and efficient kitchen and commissary services for offenders held in the Franklin County Jail, located at 1016 North 4th Avenue, Pasco, WA 99301. Institutional security is a top priority.

II. SCOPE OF WORK

A. Kitchen Services

The County requests Kitchen Services that reflect good quality, health driven breakfast, lunch, and dinners (meals), that meet American Corrections Association (ACA) standards, County food service standards, and Washington State Sheriffs and Police Chiefs Association standards for offenders. Kitchen Staff would need to be able to accommodate various religious and other special dietary needs. All meals would be prepared in the Franklin County Corrections Center kitchen.

County screened (background, UA, polygraph), Vender Kitchen staff would be responsible for all required food services (management, product supply and ordering, and food preparation). Offender workers shall be provided by the County to assist Vender when required.

Vender shall coordinate all meals to be supplied each day, seven days per week (with special after-hour meals prepared in advance by the Vender). Vender shall prepare all meals so that there is never a shortage of meals each time meals are served (approximately: 05:30/Breakfast, 11:30/Lunch, 17:30/Dinner). Vendor shall also be aware of overages, in order to minimize food waste. The cost for offender meals shall be based upon each day's offender population. (The average daily population for 2017 has ranged between 195 and 220, however, the capacity is up to 320 people.)

B. Commissary Services

The County is also seeking a commissary Vendor to facilitate the County's offender commissary program. The program consists of commissary ordering, commissary order data entry, and commissary delivery on a weekly basis. The program must uphold a market price philosophy corresponding to local retail store prices for commissary items. Unlike offender meals, the commissary service will be provided at no cost to the County. Additionally, it must provide a profit to the County, the actual funding level to be determined during contract negotiations.

The County currently uses a paper and computer entry process for offender commissary ordering. Recently, kiosk machines were installed and they are capable of receiving software for offender access for direct commissary ordering and cancellations, and offender account balances.

REQUEST FOR PROPOSAL

The County also collects cash dropped off by family and friends, as well as collects loose cash brought in during bookings. The Vender would be required to install one cash/credit card machine for deposits delivered to the County by offender family and friends, and one cash machine in Booking for miscellaneous cash found on the offender during the booking process. Both machines must interface with the offender commissary/kiosk machines and offender commissary account. And, access to on-line family and friend deposits and commissary purchases to/for offender accounts as well.

Costs related to the commissary operation are to be recouped in the sale prices of the commissary products sold. An inventory tracking and offender ordering system must include a financial system interface or compatible connection with the County's current Jail Management System (JMS), as well as work through the current Kiosk machines located within each Pod. Offender commissary orders will be placed on an already installed Kiosk machine, specific to each offender's classification, disciplinary restrictions, and spending limits.

The costs associated with installing all software and usage of the kiosks will be paid by the commissary Vender. The commissary Vendor will use their own software and hardware to scan / collect each order and then electronically send them to their warehouse for filling. The software must allow the County to set spending limits and product restrictions for individuals and groups of offenders based on their classification status, housing location, and/or disciplinary restrictions. The software must record each transaction, document a record for each order, detail a comprehensive order history for each offender, provide statistical data regarding items sold, including profits, and immediately export that data to the JMS.

The commissary system must also provide monthly, quarterly, and yearly sales and inventory figures for management use. The system must interface with or have the compatibility to draw from the County's current JMS to assist the financial system in tracking offender funds for each separate booking, as well as provide an overall history of all commissary and financial transactions. Data provided to the JMS and banking account system shall adhere to generally accepted accounting principles and provide a complete audit trail of all transactions. It must also allow for both scheduled and unannounced audits. The system shall provide for a series of reports specified by the County, including but not limited to detailed monthly invoices. Ad hoc reporting capability shall be available on all fields to permit user-customized reports.

The system must provide a method of handling sales tax at the current rate whereby tax can be collected on taxable items and forwarded to the appropriate taxing entity, and be capable of modifying future tax-rate changes. Collection of local sales taxes will be the responsibility of the Vendor. The Vendor will file monthly or quarterly sales tax forms and a copy sent to the Correction's Office Fiscal Division. Gross receipts shall be construed as all monies received from the sales of commissary merchandise, products, and/or services, less any refunds, allowances, credits, or adjustments for returns, defective or unsatisfactory merchandise or products and applicable sales taxes. Net sales are defined as gross sales minus sales tax and metered envelope revenue. Proposals must include the guaranteed percentage of profit sharing or specific item purchase prices the Vender is willing to commit to based on gross sale of products to

REQUEST FOR PROPOSAL

offenders. Commission rates proposed and accepted during negotiations shall be valid for at least the first term (one year) of the contract. Any subsequent commission rate changes must be requested in writing, with accompanying justification, and accepted by the County prior to implementation.

Orders will be filled off site and delivered to the Jail by the Vendor. Orders should arrive bagged and sealed with individual double copy invoice receipts inside the bag. Jail staff will then distribute the completed orders to each offender. A signed copy of the invoice receipt, verifying delivery, will be returned to the Vendor.

The primary purpose of a commissary system is to provide and deliver items to offenders which are mutually agreed upon between the Vendor and the County. The purpose of a large variety of commissary items is to make available needed and desired legitimate items in order to reduce the quantity of contraband entering the facility. Items shall be available for purchase by both male and female offenders, including but not limited to personal hygiene products, writing materials, games, snacks, candies, and other foods, a limited clothing selection, and ethnic products, all of which must adhere to the correctional institution security concerns. The sale of metered envelopes will be "non-commissioned," therefore sold at face value.

The Vendor will furnish all personnel, supplies, hardware, and software required to provide completed commissary order packages to the County as required by the County excepting direct delivery for the offenders.

Software and hardware upgrades must be provided by the Vendor at no cost to the County. The County would prefer that the software be written and owned by the Vendor. Vendor shall offer training and 24-hour support of all provided software and hardware.

The delivery schedule and maximum weekly purchase level must be mutually agreed upon between the Vendor and the County and may be subject to change. Commissary order and delivery will be offered to all offenders at least once each week, at no cost to the County.

The Vendor will assume all costs for telephone service, faxing, copying, electronic communications, and other office expenses associated with the Commissary system. The commissary orders will be entered by the offenders into the already installed kiosk machines. The County staff will forward those orders to the Vendor, which will be processed (filled and bagged) by Vendor's staff, and will be delivered in sealed, clear plastic bags with two (2) copies of the order receipt sealed within the bag. The receipts will contain, at a minimum, the offender's name, cell location, identification number, date, the items and quantity ordered, and the order total. The receipt will have a line showing sales tax and the balance of the offender account after the order processing. The receipt should clearly note any ordered items rejected due to lack of funds, out of stock, etc. to limit discrepancies at the time of delivery. The receipt should have two signature lines or areas for the officer delivering the commissary bag, and for the offender to acknowledge receipt of the commissary bag. The Vendor will deliver completed orders to the County for distribution by County staff on a schedule agreed upon by both the County and the Vendor.

REQUEST FOR PROPOSAL

The Vendor must provide a method of handling damages and credits efficiently. A credit is issued when an offender is released prior to receiving the order or is otherwise unable to receive their order. Further, procedures for dealing with offender complaints about products and/or services and minimizing the potential for offender litigation must be included.

In addition to the above mentioned Commissary items, the Vendor will provide packages of basic need items to those offenders who are "indigent" as designated by the County. These packages shall be provided at a minimum cost to the County (to be mutually agreed upon during negotiations), and will contain items mutually agreed upon by the Vendor and the County, but to minimally include basic hygiene items and a small amount of writing materials. The Vendor will provide and maintain a one month supply of basic needs items to be housed at the Jail facility in advance of its need. For your consideration, the current contents, price, and average sales of each kit has been listed below:

- Indigent Kit Contents: Safety (short) pencil or clear (short) flex safety pen, 8 sheets writing paper, and 3 envelopes. The Indigent Kit price is currently \$0.31/each. We sell approximately 350 per month.
- Hygiene Kit Contents: Safety (short) tooth brush, 0.6 oz Clear tube tooth paste, a Flexible C-5 comb, 2oz clear bar soap, and .34 oz shampoo. The Hygiene Kit is currently \$0.68/each. We sell approximately 400 per month.

For your consideration, the average yearly sales for the past two years are shown below (sales numbers listed are commissionable sales and do not include non-commissionable items i.e. stamps, kits, etc.): Year 2015 = Sales \$181,354 & Year 2016 = Sales \$170,058.

The Vendor agrees to provide any additional commissary services not identified herein, as mutually agreed upon at prices mutually agreed to for said services. The Vendor shall keep full and accurate records of sales and order records in connection with the commissary services. A copy of said record shall be supplied to the Corrections Commander or his designee on a monthly basis on the first working day of the subsequent month. In addition, all such records shall be available for auditing by the County at any time during regular working hours.

The Vendor will submit an invoice to the Correction's Administrative Office on a monthly basis that will detail and total the sales for the previous month. Upon reconciling that amount with the County's accounting clerk, a check will be issued by the County to the Vendor from the Inmate Trust Account.

REQUEST FOR PROPOSAL

III. TERM OF AGREEMENT

It is the intent of the County to enter into a contract with the successful Vendor for the current term of the elected Sheriff. The contract may be renewed on the anniversary date for an unlimited additional 1 (one) to 4 (four) year(s) term periods under the same terms and conditions. The price list for the various Commissary items and meals served will be reviewed no less than annually and may be adjusted as a result of that review, at the discretion of the chosen vendor and County.

IV. INVOICES/PAYMENTS

The awarded Vendor will send an invoice to the County on a monthly basis. The County will issue a check within 30 days.

V. PROPOSAL SUBMITTAL FORMAT

All proposals submitted for evaluation must include, but are not limited to, the below listed information. The information submitted is limited to a maximum of 40 pages. Each page shall be numbered. Failure to follow the prescribed format may result in rejection of the proposal.

- COVER LETTER**
- TABLE OF CONTENTS**
- A. EXECUTIVE SUMMARY**
- B. QUALIFICATIONS AND EXPERIENCE**
- C. REFERENCES**
- D. PRODUCTS**
- E. SCOPE OF WORK**
- F. OFFENDER BANKING**
- G. TRANSITION PLAN**
- H. ADDITIONAL SERVICES**
- I. COMMISSION OFFER**

Proposals must address, include, or follow the below listed guidelines, requirements and information:

Cover Letter

- The proposal shall have a cover letter indicating the firm's willingness to enter into an agreement with the County. An officer of the company who has the authority to commit the firm to the proposed project must sign this letter. Proposals will include the full name, legal status (corporation, state of incorporation, partnership, proprietorship, etc.), business address of the Proposer, and telephone number. Please include one or two e-mail

REQUEST FOR PROPOSAL

addresses where you could be notified of an oral interview and/or presentation. The proposal must be signed in ink by a principal of the business who is authorized to execute any subsequent contract. The name of the principal and his/her business title will be included in the signature element in either type or print. Penciled signatures or notations will not be accepted.

A. Overview/Executive Summary

- The Executive Summary should be limited to a length of no more than 2 (two) pages.

B. Qualifications

- Provide a brief description of your firm's background, its capabilities, and nature of services routinely provided by your firm on contracts of this size. Identify the type of business (corporation, partnership, sole proprietor, etc), date business was established, and license number to do business in the State of Washington. Vendors should provide warehouse size and location, including average dollar amount of inventory kept on hand to ensure proper inventory levels.
- Provide an organizational chart showing the level of organizational responsibility of all major participants of your firm that will be assigned to the contract, including on-site and off-site staff. Describe the manager's authority level.
- The Vendor must be organized for the purpose of providing correctional kitchen and commissary services. The Vendor must have seven (7) years previous experience with proven effectiveness in administering large scale kitchen and commissary service programs, with a minimum of seven (7) accounts, five (5) of which must be in the State of Washington.
- Vendors shall provide a list of accounts of a similar size and scope to the County.
- Vendor should have a Washington State warehouse to provide timely services to the County. Warehouse should have security measures in place to prevent the introduction of contraband, i.e. receiving, packaging and shipping areas under video surveillance.
- Vendor should conduct pre-employment drug tests and background checks on all employees. All employees working on premises at the jail facilities will be additionally screened by the Sheriff's Office prior to access into the Jail.

C. References

- Vendor shall provide at least five (5) references from similar contracts (where Kitchen & commissary services are provided to a correctional facility), three (3) of which must be in the State of Washington. Include the name of the

REQUEST FOR PROPOSAL

facility, a contact person, phone number, and address, along with a brief description of service(s) performed, date of services, total contract amount, and any other pertinent information regarding the experience. The County may contact any or all of your clients listed for a reference.

- A recent audited financial statement for evaluation of financial capability of the Vendor is also requested.

D. Products and Pricing

- The County reserves the right to determine the final retail selling prices to the offenders. No items may be added, deleted, or have a change in brands, packaging, or sizes without mutual agreement between the Jail and the Vendor.
- The Vendor shall maintain sufficient inventory levels to limit shortages. The Vendor will ensure a 99% fill rate for all products unless an agreed-upon written notice of shortage along with the reason for the shortage is given. All reasonable attempts will be made for temporary replacement of acceptable items of comparable or equal value.
- Products must be “corrections friendly” and, where possible, wrapped in clear packaging. All containers shall be made of unbreakable materials and no consumable products shall contain alcohol.
- Food items shall be wrapped or packaged and freshness dated for individual consumption. No offered product will be spoiled or be sold later than the indicated “sell by” date.
- This RFP contains a list of products in the commissary (See Exhibit A). The awarded Vendor’s products must meet or exceed existing grades and quality of commissary products currently being provided in the Jail. The County has the right to approve the grade and quality of each product. As a part of the Request for Proposal “RFP” process, the Vendor will submit a suggested menu of products and services with suggested selling prices, (excluding any applicable sales taxes). The prices shall be “market wholesale prices” generally charged for the commodities included in the Contract, when sold with a similar level of service in this general area.
- The awarded Vendor agrees that in the event of a request for adjustment in any contract unit price, the Vendor shall notify the Jail in writing of the adjustment request in any of the contract unit prices and the effective date, with documentation justifying any such requested adjustment.

E. Scope of Work

- Please address how Vendor will accomplish the above listed scope of work.
- All proposals must clearly list in detail the proposed procedures for delivery of commissary items, quality and inventory control methods and standards, procedures for providing safe, sanitary, secure commissary service management, and internal security of products and equipment. Proposals

REQUEST FOR PROPOSAL

must also include any additional equipment necessary for efficient commissary service operation, including hardware and/or software requirements. Proposals must list the planned procedures for billing and the method the Vendor will follow in establishing and revising current and future commissary services policies and procedures.

- Describe your firm's overall philosophy and how it will be applied to the contract. Demonstrate that your firm understands both the magnitude and the importance of each individual task to make a convincing proposal. Describe your inventory tracking system and ability to interface with various jail management systems.

F. Commissary Software and Inmate Banking

- Please address how the Vendor will accomplish the above listed software and banking requirements.

G. Transition Plan

- Vendor will provide a detailed plan for a smooth transition to their services and technology, including any training necessary for the Correction's Division staff. All training and subsequent services shall be free to the County for the life of the contract.

H. Additional Services

- The County requests that the Vendor provide the following options to upgrade the commissary operation in the future. The County will provide access to electrical outlets, Ethernet connection, and kiosk technology. It is preferred that these services not be subcontracted. The County will be considering in the future entering into an agreement with single provider of all services.

Ordering Kiosk

Kiosk must have the following capabilities:

- Offenders must be able to order in both English and Spanish.
- Kiosk must provide images of products for ease of ordering.
- Calendar and appointment scheduling
- Offender electronic mail abilities with data mining ability to assist investigations

Deposit Services

- Lobby/visiting and Booking area Kiosks. Vendor must disclose any fees associated with the pickup of funds from each kiosk
- Kiosk must have built-in camera to record image of depositors
- 24-hour deposits via web and phone

Booking and public access Kiosks

- Ability to accept credit cards, coins and dollar bills

REQUEST FOR PROPOSAL

Friends and Family Ordering Site

- Customized specifically to County
- Linked to Sheriff's Department/Jail website
- Ability to order product and deposit funds

I. Commission Offer

- Submit a suggested menu of products and services with suggested selling prices, (excluding any applicable sales taxes) that are comparable to the provided commissary sample list. All products are subject to the approval of the County. Products shall be designed for a correctional setting.
- Menu, pricing, and commission or specific product pricing information must be clearly marked "PRICING" and will only be read after the other criteria have been evaluated. Include the guaranteed percentage of profit sharing you are willing to commit to based on gross sale of products to offenders. A commission offer shall be a straightforward offer with a single paid commission percentage paid to the County based on the final selling price to inmates. If using a specific product pricing, the County shall receive all funds above the purchase price set by the Vender.

VI. PROPOSAL EVALUATION CRITERIA

Proposals will be evaluated and ranked by a selection committee. A select number may be invited for an interview and/or presentation. The County reserves the right to request a best and final offer. A recommendation will then be presented to the proper signing authority for consideration and approval.

SCORING CRITERIA (100 points possible-- **An additional 25 points may be awarded for final presentations)

| CATEGORY | POINTS POSSIBLE |
|---|---------------------------|
| Firm's Qualifications | 20 points |
| Project Team Qualifications and Experience | 10 points |
| References and Recent Related Experience | 20 points |
| Products and Inventory | 20 points |
| Project Approach and Understanding of Requirements (includes Scope of Work/ Software/Banking) | 15 points |
| Commission Offer | 15 points |
| | Total 100 points** |

REQUEST FOR PROPOSAL

VII. SUBMISSION OF PROPOSALS

Two (2) copies of your sealed proposal will be accepted until 5 pm on December 1, 2017 at 1016 North 4th Avenue, Pasco, WA 99301. No responses will be accepted after that date and time. Proposals will be delivered in a sealed box or envelope and will be clearly marked on the outside of the package "Jail Commissary." Faxed bids will not be accepted.

All costs associated with the preparation of the proposal, as well as any other related materials, will be borne by the Vendor submitting the proposal. All costs and expenses associated with attending an interview will also be borne by the Vendor.

All proposals become the property of the County. The County reserves the right to stop the selection process at any time if it is considered to be in the best interest of the County. The County also reserves the right to reject any or all proposals submitted. The County reserves the right to enter into more than one agreement with one or more Vendors submitting proposals in response to this RFP.

VIII. PROJECTED SCHEDULE FOR THE RFP PROCESS

The County reserves the right to modify this schedule at the County's discretion.

| ACTIVITY | DATE |
|--------------------------------------|---------------|
| Pre-proposal Facility Tour | Nov. 21, 2017 |
| Final Day to Submit Questions | Nov. 25, 2017 |
| Proposal Due | Dec. 01, 2017 |
| Committee Meeting to Score Proposals | Dec. 8, 2017 |
| Vendor Selection | Dec. 20, 2017 |
| Contract Negotiations | Jan. 3, 2018 |
| Contract Setup and Implementation | Jan. 30, 2018 |
| Anticipated Startup Date | Feb. 1, 2018 |

IX. PRE-PROPOSAL FACILITY TOUR

A pre-proposal brief tour of the Jail facilities will be offered. Anyone submitting a proposal without attending the pre-proposal tour does so at their own risk. Those planning to attend must pass a background check by the Sheriff's Office. Please contact Commander Stephen Sultemeier, no less than seven days prior to the pre-proposal tour. Only those who have security clearance will be allowed to tour the facilities. Please see Exhibit C for the Tour Request form.

Please e-mail any questions you would like answered at the pre-proposal tour to ssultemeier@co.franklin.wa.us. The final deadline for submitting questions is November 25, 2017 at 5 pm.

REQUEST FOR PROPOSAL

X. WRITTEN AGREEMENT REQUIRED

The selected firm must be willing to enter into a written agreement with the County. A binding agreement between the County and Vender will be dependent upon the negotiation, preparation, and execution of a formal contract. If any Vender wishes to alter any of the conditions present in this RFP, Attachments, any Addendums issued, or the attached sample agreement, that item must be specifically called out in the proposal with a reasonable alternative presented.

XI. CONTRACT AND PROPOSAL INFORMATION

A. Firm Pricing: All prices, quotes, or proposals are to remain firm for 120 days after the closing date. Any proposal that does not offer to remain firm for the required period may be considered to be non-responsive.

B. Conflict of Interest: Any officer, employee, agent, representative or member of the council, board, committee, or commission of the county must disclose any interest or conflict they have in their proposal.

C. Licensing: All applicable federal, state, and local licenses must be acquired before the contract is entered into. Licenses must be maintained throughout the entire contract period. Persons doing business as an Individual, Association, Partnership, Corporation, or otherwise shall be registered.

D. Public Domain: All Vendors are advised that all documents prepared, owned, used, or retained by a public agency in Washington are subject to public disclosure pursuant to the Public Records Act (PRA), 42.56 RCW. The only recognized exemptions to the PRA are statutory. Proposals in total will not be considered proprietary. All materials submitted by a Vendor in response to the County's RFPs will become the property of the County upon delivery and will be managed in accordance with PRA.

E. Costs: All costs associated with the preparation of the proposal, as well as any other related materials and delivery will be borne by the Proposer. All proposals become the property of the County. The County will not be responsible for said costs in any event, including but not limited to, termination of the project in whole or in part, rejection of a proposal as non-responsive, or rejection of the Proposer as non-responsible.

F. Changes or Modifications: Any changes or modification to the Request for Proposals will be accomplished in writing by addendum. Proposers submitting a proposal based on any information other than that contained in the County's RFP, or any addendum thereto, do so at their own risk.

G. Receiving Proposals: The Corrections Commander will administer receipt of all proposals and opening of the same. Proposals will be held, unopened, by the

REQUEST FOR PROPOSAL

Corrections Commander in the same condition as received if delivered prior to the date and closing time designated in the RFP. After the closing time, only the identity of each Proposer will be made public. If only one proposal is received in response to the County's request, the Corrections Commander, in coordination with the organization requesting the services may recommend an award of a contract to the single Proposer if the proposal is responsive. Alternatively, if time permits, the Division of Contracts and Procurement may re-solicit for the purpose of obtaining additional proposals. Proposers are advised that no contract will be formed with the County until a proposal is accepted by the proper signing authority and the contract is signed by all parties.

H. Modifying or Withdrawing Proposals: Proposers may modify or withdraw their proposals at any time prior to the closing time. The County requests that any desire to retrieve a proposal for the purpose of withdrawing or to modify a proposal must be submitted in a written request to the Division of Contracts and Procurement. Proposers may withdraw their offer if the County and Proposer cannot agree on contract terms.

I. Rejection of Proposals: The County reserves the right to reject any or all proposals and to accept any proposal, in total or in part, unless the Proposer clearly states in their proposal that acceptance must be on an "all or none" basis. County may waive any minor irregularity or technical error in the form of proposal or in compliance with the instructions to Proposers. County may stop the selection process at any time it is considered to be in the best interests of the County. Any proposal containing significant deviations from the specifications of the RFP will be rejected as non-responsive. Proposers claiming minor irregularities or technical errors must assume the burden of identifying them and justifying them to the County in order for the proposal to receive consideration.

J. Protests: Persons who are aggrieved by the written specifications or recommended award may protest to the Purchasing Agent. A protest in regard to the specifications shall be submitted in writing prior to the proposal closing date. All other protests shall be submitted in writing within 5 (five) working days after the aggrieved person knows, or should have known, of the recommended award. Protest letters should specifically and completely state the facts that they believe constitute error in the specifications or the intent to award and the desired remedy.

K. Free and Competitive Selection: Any agreement or collusion among prospective Venders to fix a price or limit competition shall render the proposal void, and such conduct shall be unlawful and subject to criminal sanction. Venders certify that neither Proposer nor anyone in its firm or company has either directly or indirectly restrained free and competitive selection, participated in any collusion, or otherwise taken any action prohibited by law.

L. Insurance: If awarded the contract, Venders will, at their sole cost and expense, secure and maintain during the term of the contract, including all renewal or additional

REQUEST FOR PROPOSAL

terms, minimum insurance coverage. A company certificate of insurance shall be included. Failure to include may result in disqualification.

M. Professional Legal Liability: Prior to the start of work under an approved Contract, the Vender, if he, she or it is a licensed professional, shall maintain Professional Legal Liability or Professional Errors and Omissions coverage appropriate to the Vender's profession and shall be written subject to limits of not less than one million dollars (\$1,000,000) per occurrence, loss or person. If the policy contains a general aggregate or policy limit it shall be at least two times the incident, loss or person limit.

The coverage shall apply to liability for a professional error, act or omission arising out of the scope of the Vender's services defined in this Contract. Coverage shall not exclude bodily injury or property damage. Coverage shall not exclude hazards related to the work rendered as part of the Contract or within the scope of the Vender's services as defined by this Contract including testing, monitoring, measuring operations, or laboratory analysis where such services are rendered as part of the Contract. The policy shall state that coverage is claims made, and state the retroactive date. Vender is also required to buy claims made professional liability insurance for a period of 36 months after completion of this Contract, which can be satisfied by the continuous purchase of the above referenced insurance or an extended reporting period policy. Vender shall annually provide COUNTY with proof of all such insurance.

N. Reasonable Accommodations: Reasonable accommodations for qualified individuals may be provided upon receipt of a request with 5 working days notice. Please contact Commander Stephen Sultemeier via email at ssultemeier@co.franklin.wa.us.

O. Infringement: A Vender shall not infringe on patents, copyrights, trademarks, or intellectual property rights. The consequences from violation, including costs of defending a claim and indemnification from an action of claim by a third party shall be borne by the Proposer.

XII. VENDOR RESPONSIBILITY

The Vendor shall assume full responsibility for the acts of its personnel. Access clearance may be withheld or withdrawn at any time from Vendor personnel for cause. The County maintains ultimate authority on all security-related issues. The Vendor shall have a representative in attendance at the semi-annual meeting conducted with Jail staff to discuss proposed changes in products, pricing, and any other issues that may arise. Any changes agreed to during the semi-annual meeting should be implemented within 60 days of the agreed changes.

REQUEST FOR PROPOSAL

EXHIBIT A

Franklin County's Current Commissary List of Items

FRANKLIN JAIL COMMISSARY ITEMS

- 1 FEE NOTARY FEE \$ 10.00 1
- 2 IND HYGIENE BAG \$ 1.00 1
- 3 IND INDIGENT ENVELOPES \$ 0.65 3
- 4 IND INDIGENT PAPER \$ 0.04 8
- 5 IND INDIGENT PENCIL \$ 0.09 1
- 6 IND LEGAL ENVELOPE (#10) \$ 0.65 1
- 7 IND LEGAL PAPER \$ 0.04 5
- 8 FOOD A: \$5.00 PHONE CARD \$ 5.00 5
- 9 FOOD A: CAJUN SHRIMP SOUP \$ 0.49 24
- 10 FOOD A: CHICKEN SOUP \$ 0.49 24
- 11 FOOD A: CHILI LIME SHRIMP SOUP \$ 0.49 24
- 12 FOOD A: CHILI SOUP \$ 0.49 24
- 13 FOOD A: HOT & SPICY VEGETABLE \$ 0.49 24
- 14 FOOD A: TEXAS BEEF \$ 0.49 24
- 15 FOOD B: CEREAL - FROSTED FLAKE \$ 4.90 1
- 16 FOOD B: CEREAL - FRUIT ROLLS \$ 6.56 1
- 17 FOOD B: CREAMER (10 PKTS) \$ 0.67 2
- 18 FOOD B: CT LEMONADE \$ 1.75 2
- 19 FOOD B: CT RSBRY LEMONADE \$ 1.61 2
- 20 FOOD B: FLOUR TORTILLAS \$ 1.58 5
- 21 FOOD B: FRENCH VAN. CAPPUCCINO \$ 2.87 1
- 22 FOOD B: GRAPE JELLY \$ 0.32 3
- 23 FOOD B: HORCHATA \$ 3.38 2
- 24 FOOD B: HOT BEANS & RICE \$ 1.59 5
- 25 FOOD B: HOT PICKLE \$ 1.14 10
- 26 FOOD B: INSTANT COFFEE \$ 3.94 2
- 27 FOOD B: INSTANT OATMEAL \$ 4.34 1
- 28 FOOD B: JALAPENO CHEESE SQUEEZ \$ 0.82 5
- 29 FOOD B: PEANUT BUTTER \$ 0.53 10
- 30 FOOD B: REFRIED BEANS \$ 2.91 5
- 31 FOOD B: SAZON CON CULANTRO \$ 1.31 5
- 32 FOOD B: SODA- COKE \$ 1.50 2
- 33 FOOD B: SODA- ORANGE \$ 1.50 2
- 34 FOOD B: SODA- SPRITE \$ 1.50 2
- 35 FOOD B: SUMMER SAUSAGE \$ 3.36 5
- 36 FOOD B: TANG BREAKFAST DRINK \$ 1.63 2
- 37 FOOD B: TROPICAL KOOL-AID \$ 2.87 2
- 38 FOOD C: BUFFALO WING CHZ CHIPS \$ 0.70 10
- 39 FOOD C: CHEESE CRUNCHY \$ 3.22 5
- 40 FOOD C: CHEETOS FLAMIN HOT \$ 3.20 5
- 41 FOOD C: HOT CORN CHIPS \$ 3.29 5
- 42 FOOD C: PORK RINDS \$ 1.10 5
- 43 FOOD C: SHABANG HOT RPLE CHIPS \$ 0.70 10
- 44 FOOD C: SHABANG POPCORN \$ 2.01 2
- 45 FOOD H: BUTTERFINGER \$ 1.30 5
- 46 FOOD H: CHICK-O-STICK \$ 0.30 10
- 47 FOOD H: NUTRAGEOUS \$ 1.26 5
- 48 FOOD H: PEANUT M & M'S \$ 1.66 5
- 49 FOOD H: REESE PEANUTBUTTER CUP \$ 1.59 5
- 50 FOOD H: SNICKERS \$ 1.49 5
- 51 FOOD H: THREE MUSKETEERS \$ 1.49 5
- 52 FOOD H: TWIX BAR \$ 1.49 5
- 53 FOOD I: CANDY - ALL STARS \$ 0.86 5
- 54 FOOD I: CANDY - CARAMELS \$ 0.95 5
- 55 FOOD I: CANDY - FIRE BALLS \$ 0.91 5
- 56 FOOD I: CANDY - JOLLY RANCHERS \$ 1.14 5
- 57 FOOD I: CANDY - LEMON DROPS \$ 0.93 5

REQUEST FOR PROPOSAL

58 FOOD I: CANDY SUGAR FREE FRUIT \$ 0.98 3
59 FOOD J: HOSTESS DONUTS CHOC \$ 1.40 1
60 FOOD J: HOSTESS DONUTS PLAIN \$ 1.40 1
61 FOOD J: HOSTESS DONUTS POWDER \$ 1.40 1
62 FOOD K: CHOCOLATE CHIP COOKIES \$ 3.15 5
63 FOOD K: ICED OATMEAL COOKIES \$ 3.33 5
64 FOOD K: MARIAS COOKIES \$ 1.03 3
65 FOOD K: PEANUTBUTTER CREME \$ 1.49 5
66 PERS L: ACNE CREAM \$ 2.28 1
67 PERS L: ANTACID (ROLAIDS) \$ 1.23 3
68 PERS L: ANTIFUNGAL CREAM \$ 2.63 2
69 PERS L: CONTACT SOLUTION \$ 2.57 1
70 PERS L: HYDROCORTISONE \$ 2.15 2
71 PERS L: MUSCLE RUB \$ 2.42 1
72 PERS M: DEODORANT-SPEED STICK \$ 4.69 1
73 PERS M: HAIR COMB() PICK() \$ 0.40 1
74 PERS M: HAIR GEL CONDITIONER \$ 3.03 1
75 PERS M: LADY'S DEODORANT \$ 3.40 1
76 PERS M: SMALL BOWL W/LID \$ 1.33 1
77 PERS M: SPOON \$ 0.12 1
78 PERS M: TUMBLER \$ 0.60 1
79 PERS N: ERASER \$ 0.09 3
80 PERS N: GOLF PENCIL \$ 0.09 3
81 PERS N: PONY O'S \$ 0.30 10
82 PERS O: 2 PACK - ADVIL \$ 0.35 6
83 PERS O: 2 PACK - TYLENOL \$ 0.35 6
84 PERS O: HAND LOTION \$ 1.33 1
85 PERS O: PETROLEUM JELLY \$ 1.94 2
86 PERS O: RAZORLESS CREAM \$ 5.51 1
87 PERS O: TOOTHBRUSH \$ 0.67 1
88 PERS O: TOOTHPASTE \$ 2.94 1
89 PERS O: VITAMINS \$ 3.68 1
90 PERS P: ENVELOPE \$ 0.65 100
91 PERS P: PAPER \$ 0.04 200
92 PERS Q: HYGIENE PACK \$ 1.00 1
93 PERS Q: PINOCHLE CARDS \$ 2.10 2
94 PERS Q: PLAYING CARDS \$ 2.36 2
95 PERS Q: SOAP (BLUE) ANTIBACT \$ 1.33 1
96 PERS Q: SOAP- HYPO ALLERGENIC \$ 1.33 1
97 PERS Q: SOAP- IRISH SPRING \$ 1.56 1
98 PERS Q: SOAP- WHITE BAR SOAP \$ 1.24 1
99 PERS Q: SUAVE CONDITIONER \$ 2.91 1
100 PERS Q: SUAVE SHAMPOO \$ 2.91 1
101 PERS R: POCKET DICTIONARY \$ 3.50 1
102 PERS W: BIRTHDAY CARDS \$ 2.19 4
103 PERS W: ENG/SPN LOVE CARDS \$ 2.19 4
104 PERS W: HOLIDAY CARDS \$ 2.19 4
105 PERS X: COUGH DROPS \$ 1.63 3