



Leon N. Wilmot
Sheriff of Yuma County

Yuma County Detention Center

200 W. Court Street, Yuma, AZ 85364
Tel: (928) 782-9871 • Fax: (928) 539-9140
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REQUEST FOR PROPOSAL

for

Commissary Services

at the

Yuma County Sheriff's Office Detention Center

**LEON N. WILMOT, SHERIFF
OF
YUMA COUNTY, ARIZONA**

Date of Release:

March 2, 2020

I. INTRODUCTION

- A. Purpose:** The Yuma County Jail District, hereinafter called “District”, is seeking proposals for the provision of commissary services to the prisoners held within the Yuma County Detention Center (hereinafter called “Detention Center”).
- B. Period of Contract:** The term of a contract pursuant to this Request for Proposal (RFP) will be for a period of one (1) year, beginning July 1, 2020 through June 30, 2021. The District may, at its option, extend the term of this Contract for a period of one (1) additional year at a time, up to a maximum of five (5) years.
- C. Reliability Test:** The selected Vendor must successfully pass a trial period during which their systems and process for delivering services must operate satisfactory for a period of thirty (30) days. If during thirty (30) days there is a malfunction, issue, or major concerns that prevents the effective substantial use of their systems and processes, the reliability test must be restarted for another thirty (30) days. If their systems and processes fails a second time, the District will have a right to terminate the contract.
- D. Minimum Vendor Requirements:** All Vendors must:
 - 1. Have on-site capability to supervise and monitor the program at time of start-up. Must have Central Office capability to supervise and monitor the program ensuring satisfactory provision of services for duration of contract.
 - 2. Meet the participation requirements outlined in this Request for Proposal.
- E. Questions:** Questions regarding the contents of this RFP must be submitted in writing no later than April 1, 2020 at 5:00 P.M., and be directed to the individual listed below. All questions will be answered and copies of both the question and answer will be disseminated to **all** vendor that submitted questions or request to be included.
- F. Correspondence:** All correspondence, **excluding proposals**, shall be submitted via electronic mail to:

Maricela Aguirre, Administrative Assistant
Yuma County Sheriff's Office
141 South Third Avenue
Yuma, Arizona 85364
Office: (928) 539-7876
Fax: (928) 539-7837
Maricela.Aguirre@ycso.yumacountyaz.gov

- G. Proposal Submission Deadline:** Vendors shall provide five (5) copies of their proposals, sealed and addressed to:

**YUMA COUNTY BOARD OF SUPERVISORS
198 SOUTH MAIN STREET
YUMA, ARIZONA 85364**

All proposals must be clearly marked on the exterior of the mailing package:

“JAIL DISTRICT COMMISSARY BID”

All proposals must be received (not post-marked) at the Yuma County Board of Supervisors' Office no later than **5:00 P.M. (Arizona time)** on April 30, 2020. Facsimile or electronically transmitted proposals **WILL NOT** be accepted. It is the responsibility of the Vendor to ensure delivery of the proposal. Any proposal received after the closing time will not be accepted and will be returned unopened. Unsigned proposals will be considered unresponsive and will be rejected.

H. PROPOSAL TIMELINE

Release of RFP	March 2, 2020
Deadline for Submission of Final Questions	April 1, 2020
Deadline for Answers to Questions	April 15, 2020
Deadline for Proposals	April 30, 2020
Bid Opening Date	May 1, 2020
Tentative Date for Awarding Contract	June 1, 2020
Tentative Contract Implementation Date	July 1, 2020

II. PROPOSAL CONDITIONS:

- A. Contingencies:** This RFP does not commit the District to award a contract. The District reserves the right to accept or reject any or all proposals if the District determines it is in the best interest of the District to do so. The District will notify all Vendors in writing if the District rejects all proposals. The District reserves the right to cancel, in whole or in part, this RFP pursuant to A.R.S. § 11-254.01.
- B. Modifications:** The District reserves the right to issue addenda or amendments to this RFP.
- C. Proposal Submission:** To be considered, all proposals must be submitted in the manner set forth in this RFP. It is the Vendor's responsibility to ensure that its proposal arrives on or before the specified time.
- D. Incurred Costs:** This RFP does not commit the District to pay any costs incurred by Vendors in the preparation of a proposal in response to this request and Vendors agree that all costs incurred by Vendors in developing this proposal are the Vendor's responsibility.
- E. Negotiations:** The District may require the potential vendor selected to participate in negotiations and to submit a price, technical or other revisions of their proposal as may result from negotiations.
- F. Acceptance and Rejection of Proposals:** The District realizes that conditions other than commission rate are important and will award a contract based on the proposal that best meets the needs of the County.

III. DESCRIPTIONS AND REQUIREMENTS:

A. Background: Commissary

The District is inviting responses from qualified vendors to provide commissary services in the Yuma County Detention Center - Main and the Yuma County Detention Center - Annex.

The average daily population is this fiscal year is 406 prisoners.

IV. SCOPE OF SERVICE:

- A.** The District is seeking the Contractor to provide a fully functional and supported turn-key solution for inmate commissary services.
- B.** Contractor will be required to set an estimated completion date for startup of commissary services. Delivery of commissary to inmates must be operational within 30 days of contract signing.
- C.** Contractor will be required to perform support, repair, and maintenance services of their services. This includes, but is not limited to hardware repair, software updates, end user support (inmate and public), and Yuma County Detention Center administrative staff support.
- D.** Subcontractors used by the Vendor must be disclosed in the proposal.
- E.** The District reserves the right to approve subcontractors.

F. Commissary Service

1. Percentage of gross billable revenue that would be remitted to the District.
2. Method of and time frame for remittance of revenue to the District.
3. Management information reports regarding commissary sales, gross receipts, and commissions that can be exported to either excel or pdf format.
4. Administrative and investigative reports of inmate purchases that are available to the District and level of detail.
5. A statement indicating if your company or its administrators have operated a commissary service under another name in the past five years. If so, provide names of companies and dates of operation.
6. List of accounts, including contact name and phone number, that have been terminated by/with your company within the past five years.
7. The commissary ordering system will allow for integration with Yuma County's New World Systems inmate management system without costs to the County. Any additional costs for this integration from New World or other third party provider will be a cost to the vendor.
8. On-site training must be provided for Yuma County personnel at no cost to the District or related agencies, upon initial implementation of systems, processes, billing documents, navigating administrative access to computer systems and will be at a mutually agreed upon dates prior to GO LIVE.
9. Commissary orders will be delivered at least one (1) time per week. Vendor's personnel will deliver bagged orders to our facility per an agreed upon schedule and in accordance with the Sheriff's security requirements.
10. Commissary products must be approved by the Sheriff or his designee. Products will include small food items, supplies and personal care items. Glass and/or metal containers are not permitted. Tobacco products are not permitted.

11. Commissary items will be available for purchase only by prisoners housed at the Detention Center. No other individuals may purchase the items.
12. Product prices must be approved by the Sheriff or his designee. Prices will be comparable with prices charged at other detention center commissaries operating in Arizona counties selected by the Sheriff for price comparison. Prices will include sales tax. Vendor shall be responsible for paying all applicable sales taxes.
13. All food products must be properly labeled. Only fresh and legal products may be sold. Items found to be defective or not meeting specifications will be picked up and replaced by the Vendor.
14. Commissary operations will be conducted off site. The District will not provide space for storage, staging or any other aspect of commissary operations.
15. Prisoner accounts shall be maintained by the Detention Center. Vendor will be required to integrate with the District's computer system to access inmate account information through our current system New World Application MSP Public Safety software. Vendor will be responsible for all related cost.
16. Vendor will be required to integrate with the District's current Phone, Video Visitation, and Tablet vendor to ensure inmates are able to make order via Video Visitation kiosk and Tablets. Vendor will be responsible for all related cost.
17. Vendor will provide to District, at Vendor's wholesale cost, prisoner "welfare bags" which contain the following items:
 - a. Welfare bag: Deodorant, shampoo, one (1) golf pencil, three (3) sheets of writing paper, and three (3) pre-stamped envelopes.
18. All security policies and procedures established will be strictly followed. The District reserves the right to enforce existing security policies or establish new policies as necessary to maintain the safe operation of the Detention Center. Current security policies include a requirement that a background check must be conducted on all contracted personnel prior to granting access to the detention facility.
19. Vendors are encouraged to be creative with their proposals and to offer any options that might be of interest to the District.

A. Adjustment to Cost

1. The specific pricing established by contractual agreement shall remain firm throughout the term of the contract.
2. Requests for cost adjustments for option years must be submitted to District ninety (90) days prior to the end of the District's fiscal year. Justification for any requested adjustments must be supported by the appropriate documentation.

3. The Proposer will provide notice to the District of circumstances requiring the provision of services not found to be covered by contractual agreement. In other than emergency circumstances, Proposer shall obtain specific written authorization from District to provide the additional services. Proposer will then submit invoices for the additional services. If District and Proposer mutually agree to a change in the scope of the program during the contract term, such change must be in writing, and Proposer will be allowed to adjust the contract cost as may be negotiated between the parties in an amendment to the contract, strictly limited to the services or expenses directly affected in the program change. Changes in contractual provisions of services to be furnished under the contract may be made only in writing and must be approved mutually by an authorized agent of Proposer and District.

V. CONTRACT REQUIREMENTS:

- A. Representation of the District: In the performance of the contract, Vendor, its agents and employees shall act in an independent capacity and not as officers, employees or agents of the District.
- B. Vendor Primary Contact: The Vendor will designate an individual to serve as the primary point of contact for the contract. Vendor or its designee must respond to District inquiries regarding the contract within two (2) business days. Vendor shall not change the primary contact without written acknowledgement to the District.
- C. Change of Address: Vendor shall notify the District, in writing, of any change in mailing address within ten (10) business days of the change.
- D. Subcontracting: Vendor agrees not to enter into any subcontracting agreements for work contemplated under the Contract without first obtaining written approval from the District. Any subcontracting shall be subject to the same terms and conditions as Vendor. Vendor shall be fully responsible for the performance and payments of any subcontractor's contract.
- E. Agreement Assignability: Without the prior written consent of the District, the Agreement is not assignable by Vendor either in whole or in part.
- F. Agreement Amendments: Vendor agrees that any alterations, variations, modifications or waivers of the provisions of the Agreement shall be valid only when reduced to writing, executed and attached to the original Agreement and approved by the required persons.
- G. Termination for Convenience: The District, for its convenience, may terminate this Agreement, in whole or in part, upon ninety (90) calendar day's written notice. If such termination is effected, an equitable adjustment in the price provided for in this Agreement shall be made. Such adjustment shall provide for payment to the Vendor for services rendered and expenses incurred prior to the effective date of termination. Upon receipt of termination notice, the Vendor shall promptly discontinue services unless the notice directs otherwise. Vendor shall deliver promptly to the District and transfer title (if necessary) all completed work and work in progress, including drafts, documents, plans, forms, data, products, graphics, computer programs and reports.
- H. Attorneys' Fees and Costs: If any legal action is instituted to enforce any party's rights hereunder, each party shall bear its own costs and attorneys' fees, regardless of who is the prevailing party. This paragraph shall not apply to those costs and attorneys' fees directly arising from a third-party legal action against a party hereto.

- I. Venue: This RFP and any contract issued pursuant hereto shall be governed by the laws of the State of Arizona. The venue of any action or claim brought by any party to this Agreement will be the Superior Court of the State of Arizona, in and for the County of Yuma.
- J. Licenses and Permits: Vendor shall ensure that it has all necessary licenses and permits required by Federal, State, County and municipal laws, ordinances, rules and regulations. The Vendor shall maintain said licenses and permits in effect for the durations of this Agreement. Vendor will notify the District immediately of loss or suspension of any such licenses and permits. Failure to maintain a required license or permit may result in immediate termination of this Agreement.
- K. Notification Regarding Performance: In the event of a potential problem that could impact the quality or quantity of work, services or the level of performance under this Agreement, the Vendor shall notify the District within one (1) working day, in writing and by telephone.
- L. Conflict of Interest: Vendor shall make all reasonable efforts to ensure that no Yuma County officer or employee, whose position enable him/her to influence any award of this contract or any competing offer shall have any direct or indirect financial interest resulting from the award of this contract or shall have any relationship to Vendor or officer, agent or employee of the Vendor.
- M. Improper Consideration: Vendor shall not offer, either directly or through an intermediary, any improper consideration such as, but not limited to cash, discounts, service, the provision of travel or entertainment or any items of value to any officer, employee or agent of Yuma County in an attempt to secure favorable treatment regarding this Agreement.

The District, by written notice, may immediately terminate any Agreement if it determines that any improper consideration as described in the preceding paragraph was offered to any officer, employee or agent of Yuma County with respect to the proposal and award process. This prohibition shall apply to any amendment, extension or evaluation process once an Agreement has been awarded.

Vendor shall immediately report any attempt by a Yuma County officer, employee or agent to solicit, either directly or through an intermediary, improper consideration from Vendor. The report shall be made to the Sheriff or his designee. In the event of a termination under this provision, the District is entitled to pursue any available legal remedies.

- N. Inaccuracies or Misrepresentations: If, in the course of the RFP process or in the administration of a resulting Agreement, the District determines that the Vendor has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the District, the Vendor may be terminated from the RFP process or in the event an Agreement has been awarded, the Agreement may be immediately terminated.

In the event of a termination under this provision, the District is entitled to pursue any available legal remedies.

- O. Employment of Former Yuma County Officials:** You must provide information on former Yuma County administrative officials who are employed by or represent your business. The information provided must include a list of former Yuma County administrative officials who terminated Yuma County employment within the last five (5) years and who are now officers, principals, partners, associates or members of the business. The information should also include the employment and/or representative capacity and the dates the individuals began employment with or representation of your business. For the purpose of this section, a “Yuma County administrative official” is defined as a member of the Board of Supervisors or such officer’s staff, County Manager or member of such officer’s staff, a department head or an assistant department head.
- P. Invoices:** At the first of each month, Vendor shall provide the District with invoices for expenditures in the previous month.
- Q. Ownership of Documents:** All documents, data, products, graphics, computer programs and reports prepared by Vendor pursuant to this Agreement shall be considered property of the District upon payment for services. All such items shall be delivered to the District at the completion of work under this Agreement. Unless otherwise directed by the District, the Vendor may retain copies of such items.
- R. Release of Information:** No news releases, advertisements, public announcements or photographs arising out of this Agreement or Vendor’s relationship with District may be made or used without prior written approval of the District except where required by law.
- S. Background Checks:** The Yuma County Sheriff’s Office shall perform background checks on Vendor’s employees as a condition of granting them access to the Detention Center. The Sheriff shall have the sole discretion to determine security acceptability of all Vendors’ personnel at any time during the contract period. Personnel found to be unacceptable security risks will be denied access to the Detention Center.
- T. Cancellation Pursuant to Arizona Revised Statute (A.R.S.) § 38-511:** All parties hereto acknowledge that this agreement is subject to cancellation by the County pursuant to the provisions of Section 38-511, Arizona Revised Statutes.
- U. Legal Arizona Workers Act Compliance:** To the extent applicable under A.R.S. § 41-4401, the Contractor and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and compliance with E-verify requirements under A.R.S. § 23-214(A). Contractor shall further ensure that each subcontractor who performs any work for the County under this contract likewise complies with the State and Federal Immigration Laws.

The Contractor or subcontractor’s breach of the above-mentioned warranty shall be deemed a material breach of the Agreement and may result in the termination of the Agreement by Yuma County. Yuma County retains the legal right to randomly inspect the papers and records of the Contractor and its subcontractors who work on the Agreement to ensure that the Contractor and its subcontractors are complying with the above-mentioned warranty.

The Contractor and its subcontractors warrant to keep the papers and records open for inspection during normal business hours by Yuma County and to cooperate with Yuma County’s inspections.

- V. Governing Law:** The validity, construction, effect, and enforcement of the Contract and the obligations, rights and remedies of the parties there under shall be governed by the laws of the State of Arizona. The venue shall be solely the appropriate state court in Yuma County.

- W. **Confidentiality:** Any other provision of this Agreement notwithstanding, the parties acknowledge that Yuma County is a public institution, and as such is subject to Arizona Public Records Act, A.R.S. § 39-121, et seq. Any provision regarding confidentiality is limited to the extent necessary to comply with the provisions of state law. In the event a public records request is made for information and/or documents designated as confidential or proprietary, the County will notify the other party as soon as possible.
- X. **Nondiscrimination:** The parties agree to comply with all applicable state and federal laws, rules, regulation and executive orders governing equal employment opportunity, immigration, nondiscrimination, including the American with Disabilities Act, and affirmative action.
- Y. **Non-Appropriation Clause:** Contractor acknowledges that Customer is a governmental entity and the Agreement validity is based upon the availability of public funding under its authority. In the event that public funds are unavailable and not appropriated for the Customer's obligations under this Agreement, then this Agreement shall automatically expire without penalty to Customer after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that Customer shall not activate the non-appropriation provision for its convenience or to circumvent the requirements of this Agreement, but only as an emergency fiscal measure.
- Z. **Israel Boycott Certification:** If VENDOR engages in for-profit activity and has 10 or more employees, and if this Agreement has a value of \$100,000 or more, VENDOR certifies it is not currently engaged in, and agrees for the duration of this Agreement to not engage in, a boycott of goods or services from Israel. This certification does not apply to a boycott prohibited by 50 U.S.C § 4842 or a regulation issued pursuant to 50 U.S.C § 4842.

VI. INDEMNIFICATION AND INSURANCE:

- A. **Indemnification:** The Vendor agrees to indemnify, defend and hold harmless Yuma County, the District and their authorized officers, employees, agents, volunteers or independent contractors from any and all claims, actions, losses, damages and/or liability arising from Vendor's acts, errors or omissions in connection with the performance or non-performance of its duties and for any costs or expenses incurred by Yuma County and the District on account of any claim therefore, except where such indemnification is prohibited by law.
- B. **Insurance Requirements:** Without in any way affecting the indemnity herein provided and in addition thereto, the Vendor shall secure and maintain, throughout the Agreement, the following types of insurance with limits as shown:
 1. **Workers' Compensation:** A program of Workers' Compensation insurance or a state-approved self-insurance program covering all persons providing services on behalf of Vendor and all risks to such persons under this Agreement.
 2. **Comprehensive General and Automobile Liability Insurance:** This coverage to include contractual coverage and automobile liability coverage for owned, hired and non-owned vehicles. The policy shall have combined single limits for bodily injury and property damage of not less than one million dollars (\$1,000,000.00). **Errors and Omission Liability Insurance:** Combined single limits of one million dollars (\$1,000,000.00) for bodily injury and property damage and three million dollars (\$3,000,000.00) in the aggregate; or
 3. **Professional Liability:** Professional liability insurance with limits of at least one million dollars (\$1,000,000.00) per claim or occurrence.

C. **Additional Named Insured:** All policies, except for the Workers' Compensation, Errors and Omissions and Professional Liability policies shall contain additional endorsements naming Yuma County, the Yuma County Jail District and their officers, employees, agents and volunteers as additional named insurers with respect to liabilities arising out of the performance of services hereunder.

D. **Proof of Coverage:** The Vendor shall immediately furnish certificates of insurance to the District evidencing the insurance coverage, including the required endorsements within thirty (30) days after commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the District. Vendor shall maintain such insurance for the duration of this Agreement. Within sixty (60) days of the commencement of the Agreement, the Vendor shall furnish to the District certified copies of the policies and endorsements.

E. **Insurance Review:** The above insurance requirements are subject to periodic review by the District. The Sheriff or his designee is authorized, but not required, to reduce or waive any of the above insurance requirements when a determination is made that any of the above insurance is not available, is unreasonably priced or is not needed to protect the interests of the District.

F. **Right to Monitor and Audit:**

1. **Right to Monitor:** The District shall have the right to review and audit all records, books, papers, documents, corporate minutes and other pertinent items as required and shall have absolute right to monitor the performance of Vendor in the delivery of services provided under this Agreement. Vendor shall give full cooperation, in any auditing or monitoring conducted. Vendor shall cooperate with the District in the implementation, monitoring and evaluation of this Agreement and comply with any and all reporting requirements established by the District.
2. In the event the District determines that Vendor's performance of its duties or other terms of this Agreement are deficient in any matter, the District will notify Vendor of such deficiency in writing or orally, provided written confirmation is given five (5) days thereafter. Vendor shall remedy any deficiency within forty-eight (48) hours of such notification or District, at its option, may terminate this Agreement immediately upon written notice or remedy deficiency and offset the cost thereof from any amounts due Vendor under this Agreement or otherwise.
3. **Availability of Records:** All records pertaining to services delivered and all fiscal, statistical and management books and records shall be available for examination and audit by District representatives for a period of three (3) years after final payment under the Agreement or until all pending District, Yuma County and State audits are completed, whichever is later.

VII. **PROPOSAL SUBMISSION:**

A. **General:**

1. All interested and qualified Vendors are invited to submit a proposal for consideration. Submission of a proposal indicates that the Vendor has read and understands the entire RFP, including all appendices, attachments, exhibits, schedules and addenda (as applicable) and all concerns regarding the RFP have been satisfied.

2. Proposals must be submitted in the format described below. Proposals are to be prepared in such a way as to provide a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Expensive bindings, colored displays, promotional materials, etc. are neither necessary nor desired. Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements and on completeness and clarity of content. Vendors should address each requirement in concise wording that answers the requirement. Do not use sales literature, brochures, or superfluous information in response to individual requirements. Supporting documentation can be provided in appendices to the proposal.
3. Proposals must be complete in all respects as required in this section. **A proposal may not be considered if it is conditional or incomplete.** All proposals and materials submitted become the property of the District. All proposals and materials received are subject to the Arizona Public Records Act. If any Vendor, in its response, has trade secrets or other information which is proprietary by law that Vendor must notify the District of its request to keep said information confidential. Such a request must be made in writing and attached to the envelope containing the proposal response. The proprietary or confidential data shall be readily separable from the response in order to facilitate eventual public inspection of the non-confidential portion of the response. The District will review such a request and notify the Vendor, in writing, of its decision as to whether confidentiality can be maintained under law in the event a public records request is made for the Vendor's response.

B. Proposal Presentation:

1. One (1) **unbound original** and four (4) bound copies (total of 5) of the complete proposal must be received by the deadline for receipt of proposal specified in the RFP timetable.
2. The original and copies must be in a sealed envelope or container, stating on the outside the Vendor's name and address and must be clearly marked "**JAIL DISTRICT COMMISSARY SERVICE BID**" and must be addressed to:

**Yuma County Board of Supervisors
198 South Main Street
Yuma, Arizona 85364**

VIII. PROPOSAL CONTENT: The proposal shall be written in sufficient detail to permit the District to conduct a meaningful evaluation of the proposed services.

1. Proposals will clearly indicate the legal name, address, and telephone number of the vendor. Proposals will be signed above the typed or printed name and title of the signer. The signer must have the authority to bind the vendor to the submitted proposal.

EACH PROPOSAL MUST INCLUDE:

A. Transmittal Letter:

1. This letter is to be a brief letter, addressed to the District, that provides the following information:
 - I. Name and address of the Vendor;
 - II. Name, title and telephone number of the contact person for the Vendor;
 - III. A statement that the Proposal is in response to this RFP; and
 - IV. The signature, typed name and title of the individual who is authorized to commit the Vendor to the Proposal.

B. Non-Collusion Affidavit (*See, Addendum "A", attached hereto.*)

1. Proposals that do not include a Non-Collusion Affidavit will not be considered.

C. Billing and Commissions:

1. Vendor will be required to submit monthly reports to the Detention Center detailing sales information. The District will remit payment to the Vendor for the full amount of sales, less commission.
2. The District's commission will be computed based upon gross sales and sales of non-commission items.
3. **Sales taxes will be the sole responsibility of the vendor to have pre-included in their sales prices.**
4. **The District will not take taxes into consideration.**
5. **Only full dollar and cent amounts are acceptable. No prices that include a 10th of a cent or less will be allowed. Example \$1.1793.**
6. Proposals that include population adjustments must be identified with specific calculation requirements.
7. Proposals that include other delivery services must be identified with specific calculation requirements.
8. Costs and equipment which are not covered by the vendor, and which are intended to be a cost to the District, must be identified in the proposal.

D. Experience and Qualifications:

1. The Vendor should fully describe any prior experience in providing and maintaining commissary services in a Detention facility setting. Such information should include dates and locations of performance, a brief description of the specific services provided, and the name, address and telephone number of the contracting agency and a contact person who may be contacted for verification of all data submitted.

2. Describe any other experiences related to the work or services described in the RFP and provide any additional information specific to the capabilities required in this RFP.
3. List of all contracts Vendor has performed within the last three (3) years who obtain commissary services. Include the name of the department which administers or administered the contract; the contact person on the contract and his/her telephone number; and the dates covering the term of the contract.

E. Financial Capability and Litigation:

1. Provide information on any action, suit, proceeding or investigation by or before any court, public board or agency arising out of the performance of services by the Vendor that has been brought within the last three (3) years against the Vendor.
2. The information provided should include the name of the matter, the court, board, body or agency before which the matter was brought or is being heard, the nature of the matter and the status of such matter. If the matter has been resolved information on the outcome, including any order, discipline, fines or penalties must be included.
3. Vendor must provide its Annual Report for the last two (2) years. Vendor must also include independently audited financial statements for the most recent completed fiscal year. If audited financial statements are not available, please provide unaudited financial statements along with a certification from the owner/managing partner and Vendor's accountant that the information accurately reflects the Vendor's current financial status. If the business is a sole proprietorship, please provide a copy of Schedule C of the Internal Revenue Service forms as well as a certification from the owner/managing partner and Vendor's accountant that the information accurately reflects the Vendor's current financial status.
4. Alternatively, provide income tax returns from the most recent completed fiscal year.

IX. EVALUATION OF PROPOSALS:

A. Evaluation Process:

1. All proposals will be subject to a standard review process developed by the District. A primary consideration shall be the effectiveness of the agency or organization in the delivery of comparable or related services based upon demonstrated performance. The evaluation will be based on the written proposal as submitted, but may include a site visit to the Vendor and/or an oral interview with the Vendor.

B. Evaluation Criteria:

1. Initial Review: All proposals will be initially evaluated to determine if they meet the following minimum requirements:
2. The proposal must be completed and be in compliance with all the requirements of this RFP.
3. Prospective Vendors must meet the requirements as stated in the Minimum Vendor Requirements.

4. Failure to meet all of these requirements may result in a rejected proposal. The District may reject any or all proposals and may or may not waive any deviation which is not material or any defect in a proposal. Waiver of any deviation shall in no way modify the RFP documents or excuse the Vendor from full compliance with the RFP specifications if the Vendor is awarded a contract.
5. Technical Review: Proposals meeting the above requirements will be evaluated on the basis of the following criteria (not necessarily listed in order of importance):
 - I. Vendor's response to scope of services.
 - II. Vendor's response to cost in relation to services.
 - III. Commission rate offered.
6. All proposals must clearly state the commission rate for each service provided.
7. **Selection will be based on determination of which proposal will best meets the needs of the District and the requirements of the RFP.**
8. Evaluation Committee: The evaluation team will be selected by the Yuma County Sheriff or his designee.

C. Contract Award:

1. The Agreement will be awarded based on a competitive selection of proposals received.
2. The contents of the proposal of the successful Vendor and of this RFP will become contractual obligations and failure to accept these obligations in a contractual agreement may result in cancellation of the award.
3. Commission / Cost in relation to service is one factor in the evaluation process, but the District is not obligated to accept the proposal with the lowest cost / highest commission. The ability to provide quality service in a timely manner in accordance with the RFP requirements is critical to a successful proposal.

D. Appeals/Disputes:

1. All Vendors are given the opportunity to appeal funding recommendations. The Vendor may appeal the recommended award or denial of award, provided the following stipulations are met:
 - I. Appeal request must be in writing.
 - II. Must be submitted within ten (10) calendar days of the date of the recommended award or denial of award.
2. An appeal of a denial of award can only be brought on the following grounds:
 - I. Failure of the District to follow the selection procedures and adherence to requirements specified in this RFP or any addenda or amendments hereto.
 - II. There has been a violation of conflict of interest.
 - III. A violation of State or Federal law.

3. Appeals will not be accepted for any other reason than those stated above. All appeals must be sent to: **Sheriff Leon N. Wilmot, Yuma County Sheriff's Office, 141 South Third Avenue, Yuma, Arizona 85364.**
4. Disputes referring to this particular RFP must be addressed to: **Sheriff Leon N. Wilmot, Yuma County Sheriff's Office, 141 South Third Avenue, Yuma, Arizona 85364.**

E. Final Authority: The final authority to award a Contract rests solely with the Board of Supervisors of Yuma County Arizona, acting as the Yuma County Jail District Board of Directors. Final selection of the Vendor will be based on negotiation of the contract.

1. In the event the District determines that Vendor's performance of its duties or other terms of the Contract are deficient in any matter, the District will notify Vendor of such deficiency in writing or orally, provided written confirmation is given five (5) days thereafter. Vendor shall remedy any deficiency within forty-eight (48) hours of such notification or District, at its option, may terminate the agreement immediately upon written notice or remedy deficiency and offset the cost thereof from any amounts due Vendor under the Contract or otherwise.
2. Availability of Records: All records pertaining to services delivered and all fiscal, statistical and management books and records shall be available for examination and audit by District representatives for a period of three (3) years after final payment under the Contract until all pending District, Yuma County and state audits are completed, whichever is later.

X. CONTRACT REVIEW

1. The District and the successful bidder shall, within thirty (30) days of execution of a Contract, set dates through the scheduled contract termination date for quarterly review meetings between Detention Center staff and Vendor personnel for the evaluation and amendment, if necessary, of the Contract.
2. The District and the Vendor shall, within thirty (30) days of execution of a Contract, formulate a monthly report form that will establish the basis for the quarterly review sessions.

XI. LIQUIDATED DAMAGES

1. The District's intent with regard to liquidated damages and penalties is to motivate the vendor to comply with the requirements of the RFP, the proposal and the resultant contract. These aspects of the agreement are not intended for application so much as to motivate the vendor to maintain the performance level agreed upon. No amount is budgeted or expected for liquidated damages or penalties and the District would be satisfied with NO penalty assessment given that the services are provided as contracted.
 - a. The contractor acknowledges that damages will be incurred by the agency, in an amount determined by the District. The contractor agrees that the District should have the right to liquidate such damages through invoice to the Contractor. Payment of invoice shall be made to the District within thirty (30) days of the Contractor's receipt of the invoice in the amount equal to the damages incurred.
 - b. Liquidated damages will be applied for failure to meet standards in each of the following areas:
 - i. Implementation of initial service will be assessed at \$1,000 per day after go live date stated in the RFP response proposes submitted by the vendor.
 - ii. Failure to provide training as specified in the RFP, \$500 per day after go live date stated in the RFP response proposes submitted by the vendor.
 - iii. Failure to resolve reported issues after a 5 day delay will be assessed at \$200 per day until the reported problems have been resolved.

ADDENDUM "A"

NON-COLLUSION AFFIDAVIT

STATE OF ARIZONA)
)ss.
County of Yuma)

TO: YUMA COUNTY JAIL DISTRICT

The undersigned, in submitting a bid for the Provision of Commissary services to the Yuma County Jail District/Yuma County Detention Center, being first sworn, states that (s)he has not, either directly or indirectly, entered into any action in restraint of free competitive bidding in connection with this Contract.

SIGNATURE OF BIDDER

PRINTED/TYPED NAME OF BIDDER

TITLE/POSITION OF BIDDER

BUSINESS NAME

BUSINESS ADDRESS