#### **REQUEST FOR PROPOSALS**

The Jasper County Commission is seeking proposals for commissary and banking software for the Jasper County Detention Center which is located at 405 East 5th Street, Carthage, Missouri, 64836, as described in specifications that can be picked up at the following locations:

Jasper County Sheriff's Office 405 E 5<sup>th</sup> Street Carthage, MO. 64836

Jasper County Commissioners Office 302 S. Main Jasper County Courthouse, Room 101 Carthage, MO. 64836

Specifications can also be found at <u>www.jaspercountysheriff.org</u>, under the RFP Projects Tab.

All bids must be in the Commissioners' office on or before the date and time provided in the notice. The Jasper County Commission reserves the right to reject any or all bids or to accept the lowest or best bid.

<u>Sealed proposals</u> will be received at the Jasper County Commissioners office, 302 S. Main, Room 101, Carthage, MO., 64836 until April 07, 2015 at 11:00 a.m. at which time they will be publicly opened and read aloud in the Commissioners' Office.

Equal Opportunity Employer.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County Commission at office in Carthage this Tenth day of March, 2015.

Darieus K. Adams Western District Commissioner

(To be published in the Webb City Sentinel beginning March 13, 2015.)

- 1. What will the contract term be? 3 year
- 2. Will there be any renewal options? Yes, annually after initial term
- 3. What is the estimated start date for the contract? July 31, 2015
- 4. What method are you currently using for inmates to order phone cards? In house, paper order form
- 5. What is your current commission rate?10%
- 6. How are you currently taking inmate orders for commissary? Paper order form
- Who is responsible for paying for the CAT5 and electrical for the cashiers? Jasper Co
- 8. Who pays for the CAT5 and electrical for the optional pod kiosks? Jasper Co
- 9. Is the 92,000 listed in the RFP on page 3 only refers to commissary sales or does it include phone revenue as well? Gross commissary sales
- 10. Can you please provide the prices and sizes for the items listed on page 7 & 8? See attached
- 11. Who is responsible for distributing the commissary items to the inmates once they are delivered to the jail? Jail staff
- 12. What is the current commissary delivery schedule? Weekly –arrives Wednesday or Thursday
- 13. Is it a disqualification if video visitation is not included in the bid response? No
- 14. How many indigent do you average per week? Approx. 20
- 15. Do you currently provide indigent kits? Who is responsible for paying for those? Yes/Keefe
- 16. Can you please provide a copy of your current contract and all amendments added to that contract? See attached
- 17. The RFP states, "The system must provide a profit to the County, the actual funding level to be determined during contract negotiations." does this mean that the responses submitted should NOT include (specify) the commission rate being offered? If so, how will the county differentiate between the financial packages being offered from the various companies submitting a bid? The response should include rate offered.
- 18. The RFP states, "The facility has a maintenance crew available for help with installation, if needed." will this help include the labor needed for the complete installation of the network wiring needed for the kiosks (with the material provided by the vendor), or will the vendor be responsible for hiring a private contractor to manage this process (this cost can be significant which obviously would had an adverse effect on the financial package that can be offered to the county? Maintenance crew will be available for help if needed. They will not be responsible for project oversight.
- 19. Do orders need to be delivered before noon? No

#### KEEFE COMMISSARY NETWORK AGREEMENT

This Agreement made and entered into as of this \_\_\_\_\_day of July, 2012, by and between KEEFE COMMISSARY NETWORK, L.L.C. an affiliate of THE KEEFE GROUP, ("KEEFE") and Jasper County, in the State of Missouri, ("INSTITUTION").

Whereas, KEEFE is in the business of supplying food and other related products to inmate commissary departments of correctional facilities throughout the United States, including INSTITUTION; and,

Whereas, the parties wish to enter into a Commissary Agreement to facilitate the ordering of commissary supplies by inmates and the payment thereof, now, therefore, in consideration of the mutual promises and conditions herein contained, it is agreed between the parties:

#### 1. OPERATION OF COMMISSARY BY INSTITUTION

INSTITUTION agrees that during the term of this Agreement, it will, at its expense, provide personnel to operate the computer equipment, account for inmate welfare funds, and deliver the completed orders to the individual inmates.

#### 2. OPERATION OF COMMISSARY BY KEEFE

KEEFE agrees that on an as needed basis, it will download all inmate orders for commissary items. KEEFE will bag, box, and ship such commissary items to the INSTITUTION for distribution to the inmates and will bill the INSTITUTION monthly or more frequently for all such purchases. In addition, KEEFE will keep the computer equipment updated with complete information as to commissary items available, pricing, and other terms and conditions of sale.

### 3. <u>HARDWARE</u>

During the term of this agreement, KEEFE shall supply INSTITUTION with such computer equipment and software as listed in Exhibit A. INSTITUTION agrees to buy the hardware listed in Exhibit A for the sum of <u>\$975</u>. KCN agrees to delay payment of purchase price so long as INSTITUTION is utilizing the equipment as part of the Keefe Commissary Network program set forth in this agreement. In the event that INSTITUTION elects to terminate the Agreement prior to the end of the base term, defined in paragraph 8 Term and Termination, INSTITUTION, at its option, shall promptly pay the agreed upon purchase price or return the equipment to KCN at its own expense. If the agreement is terminated after the base term, then the institution shall only be liable to return the equipment to KCN. KEEFE hereby grants to INSTITUTION a royalty free license to use the KEEFE Commissary Network software. INSTITUTION acknowledges the proprietary nature of the software and/or written software documentation and hereby agrees NOT to disclose, reproduce, transfer or use the software and/or documentation for any purpose other than those specifically allowed by the terms of this agreement without specific written permission of an Officer of KEEFE.

#### A. <u>PAYMENT</u>

KEEFE will invoice INSTITUTION for all commissary items purchased. INSTITUTION will pay such invoices in accordance with KEEFE'S standard credit terms (NET 30 DAYS) from the Inmate Trust Account.

#### SERVICE FEE

5.

INSTITUTION will be paid a service fee for the services to be provided by it hereunder equal to <u>10 %</u> of adjusted gross sales. Adjusted gross sales are gross sales less the sales of noncommissioned items as determined by KEEFE and INSTITUTION listed on Exhibit B to this Agreement. In the event that the inmate's funds available to purchase commissary products are inhibited in any way by change in policy from INSTITUTION, the service fee paid to

INSTITUTION shall be reduced accordingly by KEEFE after negotiation with INSTITUTION.

#### 6. <u>MENU</u>

Product selection and pricing will be agreed upon by INSTITUTION and KEEFE. Menu selection shall be reviewed as needed, and no less than annually. All changes must be approved by INSTITUTION. Any price adjustments will be made at least yearly on the contract anniversary date with prior approval of INSTITUTION.

#### 7. <u>TERM & TERMINATION</u>

This Agreement shall continue in effect for a period of three years (the base term) from the date hereof. The Agreement will automatically renew for successive one year terms thereafter, unless either party to this Agreement shall give notice in writing to the other party on or prior to 90 days prior to the expiration of any term or extended term that the party so giving notice does not wish to extend this Agreement.

#### 8. GOVERNING LAW

This Agreement shall be governed by the laws of the State of Missouri.

#### 9. ENTIRE AGREEMENT-WAIVER

This Agreement constitutes the entire Agreement between the parties with respect to the provision of delivery services, and there are no other or further written or oral understandings or agreements with respect thereto. No variation or modification of the Agreement and no waiver of its provision shall be valid unless in writing and signed by the duly authorized officers of KEEFE and INSTITUTION. This Agreement supersedes all other agreements between the parties for the provision of Commissary Delivery Services.

#### 10. INDEMNIFICATION

1.101

The parties shall indemnify each other against any loss, damage, injury, or death caused by the negligent acts or omissions by their agents or employees for losses, damages, injuries or death caused b their negligence and arising out of the consumption or use of the products sold or services provided; however, nothing contained herein shall require the parties to defend or indemnify each other for losses, damages, injuries or death arising out of the negligence of their respective agents or employees.

IN WITNESS WHEREOF, the parties have executed this Commissary Agreement as of the year and date first above written.

#### KEEFE COMMISSARY NETWORK (KEEFE)

John Puricelli Executive Vice President, General Manager

Date

**Jasper County Commission** 

DATE **Commissary Agreement** 

BY residing Commissioner

TITLE

## Exhibit "A"

## Hardware Featured

(1) DellPrecision370, 2.80Ghz, Pentium4, 1GB Memory, Dual73GBHD

(1) DELL 17" Color Monitor

(1) Laser Printer - Brother HL-5240 (reports and laser checks)

(1) USB Printer Cable 2.0 Type A to Type B Cable - 6.6 ft

(1) Anti-Virus Software (additional license)

(1) US Robotics 56k external modem

(1) Six foot modem cable DB9F/DB25M

(1) Sets of cable, switches, power strips, etc.

(1) Mouse and pad

(1) Xcellenet Remote Ware (additional license)

32-BIT WIN95/98/NT SQL compliant KCN Software

The DELL computer hardware is provided, maintained, and warranted at no additional cost for the life of the commissary agreement.

## **Commissary Agreement**

### Exhibit B

#### Noncommissioned Items

Stamped envelopes

Postage stamps

Indigent Kits

Admission Kits

On-site, special commissary item sales sold by INSTITUTION

Phone Cards

# **How Commissions Are Determined**

The commissions will be based on the weekly, adjusted gross commissary sales. Adjusted gross sales are gross sales less postage sales or other noncommissioned sales.

Monthly Sales Less Postage/Non Commissionable <u>~ Adjusted Gross Sales</u>

x 10% Commission Offered

\*Postage sales and stamped envelopes are noncommissioned.

(CONTAINERS ARE EXCHANGE ITEMS) Balsam Conditioner 4 oz \$0.85   Softee Hairdressing 5 oz \$0.81   Softee Hairdressing 8 Press Oli \$0.81   Denture Adhesive Cream 2.5 oz \$0.81   Colgate Clear Gel Toothpaste 4.2 oz \$0.81   Denture Bath \$0.25   Contraine Cleanser 40-Count \$2.99   Denture Cleanser 40-Count \$0.91   Denture Bath \$0.2   Conditione Cream 1.5 oz \$0.91   Muscle Balm 3 oz \$1.10   Charp Et Lip Conditioner \$1.20   Muscle Balm 3 oz \$1.11   Cherry Cough Drops 30-Count \$1.02   Large Stamped Envelope (LIMIT 1) \$1.02   Birthday Card \$1.02   Minke Washoth (LIMIT 10) \$0.55   Sastin Greefing Card \$0.85   Sugar-Free Hot Cocoa Mix Single \$0.80   Sugar-Free Hot Cocoa Mix Single \$0.30   Sugar-Free Black Cherry Single \$0.30   Sugar-Free Black Contery Single \$0.3	AST NAME: COTY DESCRIPTION
g g	PRICE
OPRDER   \$1.02   \$2.20   \$2.21   \$2.22   \$2.23   \$2.25   \$1.25   \$2.357   \$2.357   \$2.357   \$2.357   \$2.357   \$2.357   \$2.357   \$2.357   \$2.357   \$2.357   \$2.357   \$2.357   \$2	FIRST NAME:
Ritz Peanut Butter Crackers 6-Pack Ritz Cheese Sandwich Crackers Satine Cracker Sleeve 4 oz Strawberry Toaster Pastnies 2-Pk Chocolate laed Donut Peanut Butter Wafers 2-Pack Swiss Roll Dunking Stick leed Swin Honey Bun Baear Claw M & M Plain Snickers Zero Bar Reese's Peanut Butter Cups 2-Pk Skittles Big Hunk Jolly Ranchers Assorted 3.7 oz Starlite Mints 3.75 oz Starlite Mints 3.75 oz Chik Ramen Noodles Chik Ramen Noodles Chik Ramen Noodles Chik Ramen Noodles Cajun Chicken Ramen Noodles Texas Beef Ramen Noodles Cajun Chicken Ramen Noodles Fanin' Hot Cheetos 2 oz Tropical Blend Snack Mix 4 oz Trwin Beef Summer Sausage 3 oz Beef & Cheddar Stick 1.125 oz Cheddar Cheese Squeeze 2 oz Jalapeno Cheese Squeeze 2 oz Jalapen Gheese Squeeze 2 oz Mitd Pickle 8 oz Apple Cinnamon Oatmeal Single Strawberry Cereal Bar Salted Peanuts 1.75 oz	OTY DESCRIPTION
\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	PRICE
\$0,37 \$0,27	
	TOTAL
Hot Hot Peanuts 1 75 oz   S0.47   S0.4	CELL.
S0,47 \$0,47 \$0,45   \$7,80,1745 \$1,173   \$2,283 \$2,283 \$2,263   \$2,283 \$2,263 \$2,263   \$2,283 \$2,263 \$2,263   \$2,283 \$2,263 \$2,263   \$2,265 \$2,15 \$2,200   \$2,265 \$2,265 \$2,265   \$2,265 \$2,265 \$2,265   \$2,265 \$2,265 \$2,265   \$2,265 \$2,265 \$2,265   \$2,265 \$2,265 \$2,265   \$2,265 \$2,265 \$2,265   \$2,265 \$2,265 \$2,265   \$2,265 \$2,265 \$2,265   \$2,265 \$2,265 \$2,265   \$3,517 \$3,226 \$2,210   \$2,421 \$2,421 \$2,265   \$2,619 \$2,751 \$3,226   \$2,760 \$2,725 \$2,69   \$2,760 \$2,725 \$2,60   \$2,727 \$2,265 \$2,60   \$2,728 \$2,265 \$2,60   \$2,729 \$2,255 \$2,60   \$2	PRICE TOTAL

SIGNATURE:

DATE:

JASPER COUNTY, MO

**COMMISSARY FORM** 

1) Who is your contact with Cody? Randy Cole. 610-326-7476

2) Is Cody willing to interface at no cost? No

3) What information would the county like to be pulled in to the commissary system? Is there information you would like to have sent back to Cody? Inmate Id, Name, Date of birth, book in date, release date

4) Can you confirm your phone provider? I have this but want to confirm it has not changed recently. Encartele

5) Are you looking for a lobby visitation station?Please list all visitation as optional6) Would you like to use debit release cards?Yes