

**ADVERTISEMENT
FOR THE USE AND BENEFIT OF
NESHOPA COUNTY, MISSISSIPPI**

The NESHOPA COUNTY BOARD OF SUPERVISORS will receive competitive electronic bids and proposals submitted at www.neshobacounty.net or sealed bids and proposals in the Office of the Chancery Clerk for the Board of Supervisors of Neshoba County, Mississippi at the Neshoba County Courthouse, 401 Beacon Street, Suite 107, Philadelphia, Mississippi 39350 until 10:00 AM on the 30th day of October 2018 for the purposes of acquiring the following equipment, services and contracts:

Inmate Commissary Program for the Neshoba County Detention Center

Detailed specifications for the above described equipment, services, contracts and bid forms may be obtained from the Neshoba County Board of Supervisors Office at the Neshoba County Courthouse, 401 Beacon Street, Suite 201, Philadelphia, Mississippi 39350 or by calling 601-656-6281 or on our web site at www.neshobacounty.net. Neshoba County, Mississippi will determine if compliance with the specifications exist before accepting any bid.

INSTRUCTIONS TO BIDDERS

All proposals submitted shall include responses on the Neshoba County Bid Form, submitted electronically via Neshoba County's secure bidding site at www.neshobacounty.net/bids or be placed in a sealed envelope marked "Proposal for Inmate Commissary Services" and be filed with the Neshoba County Board of Supervisors C/O Chancery Clerk Guy Nowell, 401 Beacon Street, Suite 107, Philadelphia, Mississippi 39350. All bidders must obtain the detailed specifications for this solicitation.

It shall be incumbent upon each bidder to understand the specifications as provided in the bid package and to obtain clarification when necessary. It is not the intent of the specifications to limit bidding to any particular provider of services, but rather to select such equipment, services and contracts to fulfill specific needs and specific inmate commissary services. Any reference to name-brand materials or equipment is intended to establish standards only and bids submitted on materials or equipment equal thereto shall be considered.

Published by Order of the Board of Supervisors of Neshoba County, Mississippi on the 1st day of October 2018.

/s/Guy Nowell

GUY NOWELL, CLERK
BOARD OF SUPERVISORS
NESHOPA COUNTY, MISSISSIPPI

Publication Dates: October 10, 2018 and October 17, 2018

Request for Proposals (RFP)
Inmate Commissary Services
for
Neshoba County, Mississippi
Neshoba County Sheriff's Department
Neshoba County Detention Center

October 1, 2018

Proposals Due
October 30, 2018 – 10:00 AM (local time)

Proposals Review
October 30, 2018 – November 2, 2018

Probable Award
November 5, 2018

Upon Determination by Board of Supervisors

NESHOPA COUNTY, MISSISSIPPI
REQUEST FOR PROPOSALS
FOR
INMATE COMMISSARY SERVICES

The purpose of this advertisement is to solicit electronic or sealed bids and proposals to provide for the services described below to the Neshoba County Sheriff's Department / Neshoba County Detention Center. Competitive bids and proposals will be received by Neshoba County until October 30, 2018 at 10:00 AM for the following equipment, services and contracts:

Inmate Commissary Program for the Neshoba County Detention Center

Proposals must be made in accordance with the advertisement, specifications and instructions herein. Copies of the proposal bid forms are attached hereto and must be used in submitting a proposal and bid for any or all of the services, equipment and contracts herein solicited.

Any award made under this solicitation will be awarded through a Contract negotiated and approved by the Board of Supervisors of Neshoba County. Only approval and adoption of the contract documents will provide acceptance of the services sought above. The County reserves the right to reject any and/or all bids and to make an award in any manner, consistent with the laws of the State of Mississippi and deemed in the best interest of Neshoba County.

INSTRUCTIONS ON ALL PROPOSALS

1. Receipt of Proposals

Neshoba County, Mississippi (the County) invites and will receive proposals on the forms incorporated herein for the specific service or contract solicited, with all information requested on the bid proposal form appropriately completed. Proposals will be accepted electronically on Neshoba County's secure online bid system at www.neshobacounty.net/bids or via sealed bid in the Office of the Chancery Clerk, 401 Beacon Street, Suite 201, Philadelphia, Mississippi 39350 until October 30, 2018 at 10:00 AM and thereafter publicly opened and reviewed.

Envelopes containing bids must be sealed and appropriately marked with "Proposal for Inmate Commissary Services." The outside of the envelope must bear the name and address of the bidder.

The decision as to which bid or bids are the best and lowest will be determined by the Neshoba County Board of Supervisors. Inappropriate contact or proposals shall not be made to any individual supervisor or any employee of Neshoba County – doing such will automatically disqualify the bid of such person or entity making the inappropriate contact or proposal.

Questions in regard to the specifications herein are invited for clarification if necessary. While it is the County's intent to clearly explain the services solicited through this bid package it is acknowledged that questions may arise that need clarification. Questions should be submitted electronically via email to County Administrator Jeff Mayo at jmayo@neshobacounty.net and Jail Administrator Jonathan Dearing at jdearing@neshobacounty.net.

If necessary, addenda, corrections or necessary changes to specifications will be issued in regard to this specification via the Neshoba County website at www.neshobacounty.net. Proposing vendors are encouraged to check for any addenda before submission of their bid to ensure compliance. Addenda will not be issued within 48 hours of the bid or after 10:00 AM on October 26, 2018.

2. Preparation of the Proposal

All proposals shall include and be made on the incorporated bid proposal forms and shall give the amount of bid in percent figures for the services solicited and must be signed by the bidder seeking to deliver such services and equipment. These bid forms are utilized to provide a uniform approach to receipt of the bids obtained. All information solicited on said bid forms must be answered and typewritten or submitted in ink. The bid must be signed in ink if typewritten. Bids submitted electronically must include a scanned copy of the signed bid or if completed totally electronically include an electronic signature or understand that upon submission of the bid via Neshoba County's bid system it is accepted electronically as binding the proposing vendor to the terms, conditions and percentages proposed. All information submitted shall be legible, any alterations made shall be entered to ensure that any confusion is removed as to what is being bid and in what amount.

The County may consider as irregular any Proposal not prepared and submitted in accordance with the provisions herein and may reject any and all such proposals.

Any proposal submitted may be withdrawn by written request prior to the scheduled bid opening time. Any proposal received after the time and date specified herein shall not be considered.

3. Background of Services Solicited

The Neshoba County Detention Center (Neshoba County Jail) hereinafter "Jail," is located at 920 Chestnut Street, Philadelphia, Mississippi 39350. The facility provides the housing for Neshoba County inmates and inmates from other governmental entities. The Jail facility is currently looking for a vendor to provide Commissary services for a minimum period of time, however, upon determination of the Neshoba County Sheriff or Jail Administrator, commissary services may be discontinued for a reason or no reason at all in the best interest of Neshoba County and the Neshoba County Sheriff's Department.

The Neshoba County Jail, through this contract, is seeking a turnkey solution provider to partner with on Commissary Services for Neshoba County inmates, that will allow for a range of options concerning Commissary Services of benefit to the Jail and inmates incarcerated therein. Neshoba County will partner with an innovative provider that allows the Jail to determine the commissary services needed and which will allow expansion or contraction of the services at the determination of Jail leadership.

Commissary items may be made available to all male and female inmates including but not limited to (at the discretion and determination of the Sheriff and Jail Administrator) hygiene products, writing materials, games, snacks, candies, other food items and limited clothing items. Items cannot be added, deleted or changed in brand names, container, price or packaging without prior written authorization from the Neshoba County Sheriff's Office Jail Administration.

The Neshoba County Jail prefers a solution with limited Jail Staff involvement in the commissary system.

SCOPE OF WORK

1. The System must be designed to accept Visa, MasterCard, Discover, or debit cards from inmates' friends and family to purchase commissary items from a jail approved list.
2. The system shall be online and easy to navigate for friends and family to order commissary products.
3. The system must allow for restrictions to be placed on specific inmates to prevent the inmate from being able to receive items.

4. All complaints must be handled by the vendor to include a toll-free number or email for the customer support team. The vendor's customer service must respond to commissary inquiries promptly and not later than a twenty-four (24) hour period from receipt.
5. Vendor must be responsible for all shortages, damaged goods or fraudulent transactions.
6. Product shall arrive at the facility at least 1 time per week on a designated delivery day. The delivery schedule must be mutually agreed upon between the Vendor and Sheriff's personnel and may be subject to change. Delivery will be accomplished by Vendor personnel or via standard shipping companies.
7. The Vendor shall provide for refunds for orders not delivered to inmates who are being released or are otherwise unavailable to receive merchandise.
8. Vendor must maintain and keep on file all records of sales to inmates' friends and family for a period of three years from the date of each sale.
9. System must allow for a daily roster to be uploaded and maintained by the Neshoba County Jail. Preference will be given to an interface with the existing Jail Management System for automation and ease of access to this function.
10. The vendor must provide the percent of profit that will be provided to the jail from the sale of commissary items. Non-profit items such as postage stamps or stamped envelopes will not be included in the percent of profit provided.
11. Provide a check or electronic transaction for the proceeds of each month's activity within thirty (30) days after the end of the month, using agreed upon calculations.
12. There must be no obligation for length of contract or cancellation of the program. There shall be no cost associated with providing the service charged by the vendor to Neshoba County, the Neshoba County Sheriff's Department or the Neshoba County Jail.

QUALIFICATIONS OF BIDDER

To be considered for award of this contract, the Vendor must meet the following minimum qualifications:

1. The Vendor must have qualified and trained staff with sufficient back-up personnel to successfully complete the contract requirements.
2. The Vendor must have a proven ability for contract start-up upon a mutually agreed limited timeframe. Vendor shall provide examples of previous start-up successes and challenges.
3. The Vendor must have the capability to supervise and monitor the program ensuring satisfactory provision of services.
4. Vendor must be able to provide a secure delivery system. The commissary bags must be tamper-proof and clear to conceal contraband. This secure system must be in place from warehouse to delivery. Contraband will be grounds for termination of service.

VENDOR'S RESPONSIBILITIES

1. The vendor shall be properly licensed at all times.
2. The vendor shall obey all federal, state and local laws regarding health, sanitation and safety.
3. The vendor agrees to observe all state, federal laws and resolutions of the County.
4. The vendor agrees to obtain and pay for all necessary federal, state and local licenses. In addition the vendor shall collect and pay all required sales tax.
5. Vendor will assume full responsibility for purchasing supplies and maintaining an acceptable inventory at their warehouse. Vendor shall bear all costs related to the purchase and storage of inventory.
6. Prior to the startup of the contract, the vendor will provide necessary signage and literature to explain the commissary process for inmates, family and friends.

7. Vendor shall advise the County when it has knowledge that any of its employees have been charged with a crime during the life of the contract.
8. Vendor shall not give or sell commissary items to the facility staff.
9. Vendor agrees to exercise security measures consistent with the Neshoba County Sheriff's Office / Neshoba County Jail rules and regulations.
10. Vendor will not sell commissary to inmates in excess of the cash balance or the inmate's commissary limit of the item set by the facility if this service is utilized / is allowed by this facility.

EXPLANATIONS

Explanations desired by a prospective bidder shall be requested of the County in writing, email preferably, by no-later-than 8:00 AM on October 26, 2018. Every request for such explanation shall be sent to both County Administrator Jeff Mayo at jmayo@neshobacounty.net and Jail Administrator Jonathan Dearing at jdearing@neshobacounty.net.

As previously mentioned, any addenda issued or explanations given, prior to 10:00 AM on October 26, 2018 shall become part of the Contract Documents and all bidders shall include any work described in the Addenda officially issued.

1. Name, Address and Legal Status of Proposer

The Proposal must be properly signed in ink or electronically and the address of the bidder provided. The legal status of the bidder, whether a corporation, partnership or individual shall also be state in the proposal.

A corporation shall execute the bid or proposal by its duly authorized offers in accordance with its corporate by-laws and shall also list the state in which it is incorporated. A partnership bidder shall give full names of all general partners. Partnership and individual bidders will be required to state in the bid the names of all persons interested therein.

The place of residence of each bidder or the office address in the case of a company, with county and state and telephone number, must be given with execution of the bid.

If the bidder is a joint venture consisting of a combination of any or all of the above entities, each joint venture shall execute the bid or proposal.

Anyone signing a bid or proposal as an agent of another or others must submit with their bid or proposal, legal evidence of their authority to do so.

2. Competency of Proposers

The opening or reading of the bid or proposal shall not be construed as an acceptance of the bidder as qualified and responsible to bid. The County reserves the right to determine the competence and responsibility of a bidder from its knowledge of the bidder's qualifications or from other sources, at its sole discretion.

The County may require submission with the bid or proposal supporting data regarding the qualifications of the Proposer in order to determine whether it is a qualified, responsible bidder. **Competency of the bidder is very important to the County because the services solicited herein are essential to the security and operation of the Neshoba County Jail.**

- A. A comprehensive and detailed list of all facilities which are being serviced by the proposing vendor. The bidder shall provide at least three (3) references with contacts at similar sizes facilities it services, preferably in the State of Mississippi.
- B. Evidence, in form and substance satisfactory to the County, that bidder possesses as an on-going concern the managerial, operational and financial capacities and experience to perform all aspects of the work requested of this solicitation.
- C. Any such additional information that will satisfy the County that the bidder is adequately prepared to fulfill the contract.

The County may consider experience and qualifications of a proposer's parent organization, subsidiaries or affiliates.

3. Disqualification of Proposals

Although not intended to be an exhaustive list of causes for disqualification, any one or more of the following causes, among others, may be considered sufficient for the disqualification of a bidder or rejection of its bid or proposal:

- A. Evidence of collusion.
- B. Failure to complete the bidder's submission as required herein, including the failure to provide required information and material.
- C. Lack of competency as revealed by experience or equipment proposals.
- D. Lack of responsibility as shown by past work experience.

4. Method of Evaluation

The Neshoba County Jail Administrator, Neshoba County Sheriff and Neshoba County Board of Supervisors will evaluate all responsive proposals. A proposal is deemed responsive when it complies with all proposal submission requirements and the bidder agrees to perform all requirements listing in the RFP and specifications. The County reserves the right to determine whether a proposal is responsive and to waive any technicalities or requirements contained herein.

The County reserves the option to award a contract, or award no contract at all, which will result in the best or greatest benefit to and provide the best and most comprehensive services to the County.

The Board of Supervisors shall make all final decisions in regard to the awarding of any or awarding of no contract solicited through this RFP.

5. Compliance with Laws

The Contractor shall conduct operations under the Contract in compliance with all applicable laws; provided however, that the specifications shall govern the obligations of the Contractor, where there exists conflicting ordinances of the County on the subject.

It is the responsibility of the contractor submitting a bid or proposal to ensure that said proposal complies with the laws of the State of Mississippi.

6. Nondiscrimination

The Contractor shall not discriminate against any person because of race, sex, age, creed, color, religion, national origin or veteran status.

7. Indemnity

The Contractor will indemnify and save harmless the County, its officers, agents, servants and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses and attorneys' fees to the extent resulting from a willful or negligent act or omission of the Contractor, its officers, agents, servants and employees in the performance of the Contract; provided, however, that the Contractor shall not be liable for any suits, actions, legal proceedings, claims, demands, damages, costs, expenses and attorneys' fees arising out of a willful or negligent act or omission of the County, its officers, agents, servants and employees.

8. Licenses and Taxes

The Contractor shall obtain all licenses and permits (other than a license and permit granted by the Contract) and promptly pay all taxes required by the County, State or United States.

9. The Contract shall be for an indefinite term but in no event for greater than a three (3) year period beginning on November 5, 2018 or subsequently when awarded by the Board of Supervisors of Neshoba County and ending five (3) years thereafter on November 5, 2021. The initial term of this contract may be automatically renewed and extended without further action of the parties for two (2) additional one (1) year terms unless the County or Contractor elects to terminate this Contract effective upon proper notice as described in the scope of work.

Additionally, under Mississippi Law, an existing Board of Supervisors may not bind a successive Board of Supervisors via contract and proposing contractor should be aware of this law. In the event a successive Board of Supervisors or Sheriff exercises their option to terminate the contract in this regard, no penalty shall be assessed by the Contractor against the County for this change in policy.

10. Insurance

The Contractor shall at all times during the Contract period maintain in full-force and effect Employer's Liability, Workmen's Compensation, Public Liability and Property Damage Insurance, including contractual liability coverage. All insurance shall be made by insurers and for policy limits acceptable to the County and before commencement of work hereunder. The Contractor agrees to

furnish the County certificates of insurance and other evidence satisfactory to the County to the effect that such insurance has been procured and is in force.

To the extent permitted by law, all or any part of any required insurance coverages may be provided under a plan or plans of self-insurance. The coverages may be provided by the Contractor's parent corporation.

11. Transferability of Contract

The Contract shall not be transferable or assignable to another individual partnership or corporation without the express written consent of the County. In the event of any assignment approval, the assignee shall assume the liability of the original Contractor covered by the Contract. If approval of such does occur, proper insurance shall be supplied by assigned contractor.

14. Basis of Proposal

Proposals for Inmate Commissary Services are solicited on the basis of the percent of profit of sale of commissary items as expressed in figures in the proposals as supplied on the bid form incorporated herein. While proposals are left to the discretion of the preparers, the attached bid form must be included along with all required information specified herein.

NESHOPA COUNTY BOARD OF SUPERVISORS
PROPOSAL FOR INMATE COMMISSARY SERVICES
OFFICIAL BID FORM

For: Neshoba County Board of Supervisors
401 Beacon Street, Suite 201
Philadelphia, Mississippi 39350

Date: October 30, 2018

Time: 10:00 AM

Proposal of _____ [☐ Individual ☐ Partnership
☐ Corporation] duly organized under the laws of the State of _____.

The undersigned, having carefully read and considered the instructions and specifications to propose for Inmate Commissary Services for Neshoba County, Mississippi, does hereby offer to perform such services for the Neshoba County Jail, of the type and quality in the manner described and subject to and in accordance with the terms and conditions set forth in the Contract Documents at the rates expressed in figures hereinafter set forth:

Inmate Commissary Services for the Neshoba County Jail

Percent of profit of sale of commissary items to inmates at the Neshoba County Jail:

_____ % of profit to be paid to Neshoba County.

Method of Delivery of Commissary Items: _____

BID IS: _____ as per specifications, taking no exceptions.

_____ taking only those specifications exceptions listed by letter attached and referenced to page numbers specified (no alternate bids accepted).

Company Name: _____

Doing Business As: _____

Address: _____

Warehouse Location: _____

Signature: _____ Title: _____