

PENNINGTON COUNTY
SHERIFF'S OFFICE

REQUEST FOR PROPOSAL

INMATE TELEPHONE
COMMISSARY / ACCOUNTING
FOOD SERVICES

PENNINGTON COUNTY
RAPID CITY, SOUTH DAKOTA

INTRODUCTION

The Pennington County Sheriff's Office (PCSO) is seeking proposals to provide the agency-wide Food Service, Inmate Commissary, Inmate Telephone and Inmate Accounting Systems. The anticipated contract period of any contract resulting from this RFP process is April 1, 2012 through February 28, 2015, with the potential, to be exercised at Pennington County Sheriff's Office's option, of up to two (2) one (1) year extensions. Proposers may combine their bids or may submit a bid for each service. If combined, the cost for each service must be clearly broken out to make it possible to compare with proposals from those who bid solely on one service. After review of the RFPs, PCSO may invite some or all proposers in the next level of the selection process which consists of an interview and product/services presentation.

OVERVIEW OF PENNINGTON COUNTY SHERIFF'S OFFICE

The PCSO operates four (4) facilities, with an average daily population of approximately 600-625 inmates/detainees/clients, with a maximum housing population of 844 inmates/detainees/clients total to include the following locations:

Pennington County Jail – Rapid City, SD – 605 inmate beds
Western Dakota Juvenile Services Center – Rapid City, SD - 105 detainee beds
City/County Alcohol and Drug – Rapid City, SD - 60 client beds
Adams Street Facility – Rapid City, SD – 74 client beds

PROPOSAL SUBMISSION REQUIREMENTS

Acceptance of Proposals-

Each proposer may submit a proposal that will encompass those areas that they have expertise in.

PCSO will accept all proposals properly submitted. After receipt of proposals, PCSO reserves the right to sign a contract, without negotiation, based on the terms, conditions, and premises of the RFP and the selected. The proposal and its conditions must remain valid for six (6) months from the date of proposal submission.

PCSO reserves the right to waive minor irregularities in proposals, providing such action is in the best interest of the all PCSO agencies. Where PCSO may waive minor irregularities, such waiver shall in no way modify the RFP requirements or excuse the proposer from full compliance with RFP specifications and other contract requirements if the proposer is awarded the contract.

PCSO also reserves the right to request proposal clarification or correction, reject any or all proposals received, or cancel the procurement, according to the best interest of PCSO agencies.

Proposals must be made in the official name of the firm (or individuals under which business is conducted showing official business address) and must be signed in ink by a person duly authorized to legally bind the person, partnership, company or corporation submitting the proposal.

Proposals are to include all applicable requested information and proposers are encouraged to include any additional information they wish to be considered. Innovation is encouraged.

Cost of Preparing Proposals-

All costs incurred by the proposers during the preparation of their proposals and for other procurement-related activities will be the sole responsibility of the proposers. PCSO will not reimburse the proposers for any such costs.

Disposition of Proposals-

The successful proposal will be incorporated by reference into the resulting contract and will be a matter of public record. If the proposal includes material that is considered by the proposer to be proprietary and confidential under South Dakota law, the proposer shall clearly designate the material as such, explaining why such material should be considered confidential.

The proposer must identify each page or section of the proposal that it believes is proprietary and confidential, with sufficient grounds to justify each exemption from release, including the prospective harm to the competitive position of the proposer if the identified material were to be released. A general statement that the entire proposal is proprietary is not acceptable.

All material submitted by proposers becomes the property of PCSO, which is under no obligation to return to any material submitted by a proposer in response to this RFP. PCSO shall have the right to use all systems concepts, or adaptations of those ideas, contained in any proposal, and this right will not be affected by selection or rejection of the proposal.

Freedom of Information and Privacy Act-

Proposers should be aware that all materials associated with the procurement are subject to the terms of the Freedom of Information Act, the Privacy Act, and all rules, regulations, and interpretations of these Acts. By submission of a proposal, the proposer agrees that the Privacy Act of 1974, Public Law 93-579, and the Regulations and General Instructions issued pursuant thereto, are applicable to this contract, and to all subcontracts hereunder.

Use of Sub-Proposers-

The prime Proposer will be responsible for all the work to be performed under this contract. Proposers must identify proposed sub-proposers in their proposals, in the manner described within the proposal submission instructions.

Submission Deadline and Address-

Proposals are due no later than 5:00PM Mountain Time, Monday, January 30th, 2012. Proposers are encouraged to submit proposals prior to the deadline and to confirm PCSO's receipt of their proposal sufficiently in advance of the deadline in order that alternative delivery arrangements may be made, if necessary.

Proposals must be delivered to:

Willie Whelchel, Chief Deputy
Pennington County Sheriff's Office
300 Kansas City Street
Rapid City, SD 57701

Proposers are solely responsible for ensuring the timely delivery of their proposals. All bids will be opened at 1:00 PM Mountain Time, Tuesday, January 31st, 2012, at the Pennington County Sheriff's Office at 300 Kansas City Street, Rapid City, SD. Any proposals delivered after the deadline, based on the time of delivery as determined by the PCSO, will not be accepted.

Tours of the four (4) facilities are optional. If you would like to schedule a time, please contact Chief Deputy Willie Whelchel at 605-394-6116, or via email, willie.whelchel@co.pennington.sd.us.

Proposal Format-

Proposals must be submitted on single-sided (8 ½" by 11") paper without permanent binding; loose-leaf binding is permissible. Any attachments or exhibits must be reduced to letter size. Ink and paper colors must not prevent the entire proposal from being photocopied. The use of divider tabs is required. Ring binders must be no wider than three (3) inches.

Proposers must submit an original and six (6) copies of the proposal plus one complete copy of the original on CD in PDF or Microsoft Word format. The original should be clearly marked on the outside cover as such. All signatures in the original proposal must be in blue ink.

The outside cover of all packages containing the proposal should be marked:

**PENNINGTON COUNTY SHERIFF'S OFFICE PROPOSAL
RESPONSE TO INMATE TELEPHONE, COMMISSARY
ACCOUNTING SYSTEMS AND FOOD SERVICES RFP**

(Name of Proposer)

TECHNICAL PROPOSAL

Contents

The technical proposal must consist of the following elements, in the order listed below with each section separately tabbed:

1. Transmittal Letter
2. Executive Summary
3. Corporate Background and Experience
4. References
5. Key Personnel
6. Core Network Composition
7. Responses to Questions
8. Innovative Initiatives

Each of the eight (8 major sections should be separately tabbed for easy identification. Each of the sub-sections within section seven (7), Responses to Questions, also should be tabbed. Every page of the technical proposal must be numbered sequentially, including attachments and appendices.

Transmittal Letter

The Transmittal Letter must be signed in blue ink by an official of the bidding organization authorized to bind the organization to the provisions of the RFP and Proposal. The Transmittal Letter must include the following:

- A statement that the proposer has read, understands, and is able and willing to comply with all standards and participation requirements described in the RFP.
- A statement attesting to the accuracy and truthfulness of all information contained in the proposal.
- A statement that the proposal was developed independently, without collusion, conflict of interest, consultation, communications, or agreement for the purpose of restricting competition, as to any matter relating to the proposal of any other proposer or competitor.
- In order to provide equal employment and advancement opportunities to all individuals, employment decisions at Pennington County will be based on merit, qualifications and abilities. Pennington County does not discriminate in employment opportunities or practices on the basis of race, color, religion, sex, national origin, age, disability or any other characteristic protected by law.
- Identification of the person who will serve as primary contact for the Pennington County Sheriff's Office, and that person's address, telephone number, e-mail address and fax number.

Executive Summary

The Executive Summary should provide an overview of the proposing organization and a general description of the approach to meet the requirements of the RFP. The Executive Summary should be no longer than two single-spaced pages.

Corporate Background and Experience

The proposer should also provide a narrative description of its business (corporate) organizational structure and experience in providing the requested services within the correctional setting. Members of any joint application shall also describe the experience of its member collaborators. As part of the description, the proposer should include a corporate organizational chart, showing the parent company and all subsidiaries, including the proposing organization (as applicable).

The proposer should further include proposed implementation and deployment plan describing the major activities to be performed, required Proposer and resources, and their associated timelines. The implementation plan should demonstrate that the proposer would be able to meet all contractual requirements by the contract effective date of April 1, 2012.

References

The proposer shall furnish evidence of adequate financial resources – trade reference from two sources.

The proposer shall furnish evidence of its experience and proven capabilities to handle a contract the size and complexity of PCSO Facilities, in a single contract for all services outlined within this RFP. This evidence shall include references from at least three (3) similar facilities and/or detention centers, where the Proposer provides these services. A list of all contracts for the past five (5) years must be provided. The proposer should identify the contact person, including telephone numbers and e-mail addresses, for the contact person assigned to each of the contracts referenced above.

Key Personnel

The proposer must identify those individuals filling the following positions (as applicable):

- Chief Executive Officer
- Chief Financial Officer
- Proposed PCSO Contact Person(s)

The proposer should include job descriptions for each of the key personnel positions, placed behind the resumes. The descriptions should delineate educational, work experience, and licensure requirements, as applicable.

Core Network Composition

The proposer must provide evidence that it will be able to assemble a team/network capable of meeting the core requirements specified in the RFP. The proposer must indicate any sub-contracting organizations/corporations/businesses included in response to this RFP. An Executive Summary, Corporate Background and Experience, Reference Listing and Key Personnel are also required by any sub-Proposers.

INTENT

The objective of this RFP is to provide the highest level of service to the inmates and PCSO with the least amount of support required by PCSO. The primary scope of this contract consists of furnishing all materials, labor, software, hardware, and equipment required to operate an inmate commissary operation, administer the inmate financial accounts, provide inmate telephone services to the inmates utilizing the Proposer's Inmate Telephone System (ITS), as well as a food service provider that will prepare three main meals per day and will deliver meals that are ready for serving or which require minimal preparation, based on the number of inmates housed at all current and future facilities operated by PCSO as described in this document. PCOS is soliciting proposals from Proposers with extensive experience in the Correctional field.

In order for a proposer to be considered for award of this contract they must demonstrate, to the satisfaction of PCSO, the capabilities in all aspects, to perform fully, the contract requirements.

1. SCOPE OF WORK – INMATE TELEPHONE SERVICES

1.1 PROPOSER RESPONSIBILITIES - GENERAL

- 1.1.1 Proposers shall comply with all applicable laws, rules, regulations, and orders of any authorized agency, commission, unit of the federal, state, county or municipal government at no cost to PCSO. The Proposer shall be authorized by the appropriate governing body and/or regulatory agency to provide the sought after services and systems. The ITS shall comply with all Federal Communication and/or Utility Commissions regulations.
- 1.1.2 Proposer shall furnish evidence of an acceptable staffing plan, identifying the background of the responsible staff, job descriptions, and written work plan that demonstrates the ability of the Proposer to fulfill the requirements of this RFP.
- 1.1.3 Proposer shall furnish evidence of the necessary organizational experience, accounting, project management, operating and technical expertise to perform this contract.

1.2 PROPOSER RESPONSIBILITIES – EQUIPMENT AND SOFTWARE

- 1.2.1 The Proposer shall provide a complete solution including all equipment, software, and infrastructure necessary to provide the services requested in this RFP. These services include but are not limited to telephone sets, wiring, connectors, jacks, security and monitoring systems.
- 1.2.2 The Proposer will be responsible for all equipment, software, and infrastructure including Proposer network and Internet connectivity in the Inmate Telephone System in its entirety or its individual components including, but not limited to normal wear/use,

inmate abuse, natural disaster, or inmate unrest. This system or component replacement will be performed at no cost to PCSO and will occur immediately upon notification to the Proposer of the system problem by the Facility, or State designee.

- 1.2.3 In your proposal, describe all components of your ITS solution including hardware, software, networking, infrastructure, storage, archiving, etc. Describe your approach to maintaining and supporting the solution components including version upgrades, patches, hardware upgrades and replacement plan, network connectivity, backups, retention strategy, disaster recovery, redundancy, and change management.
- 1.2.4 Proposers are to provide information on their ability to detect the presence of cell phones within a facility. This can be done through the Proposer's company or in conjunction with a sub-proposer. Please indicate the impact on the commission should PCSO decide to move forward with this requirement.

1.3 PROPOSER RESPONSIBILITIES – INTIAL AND ONGOING INSTALLATIONS AND DEPLOYMENT

- 1.3.1 For each facility installation, the Proposer shall submit an implementation plan which shall include an installation schedule. The plan must be approved by PCSO before initiation.
- 1.3.2 Use of existing or in-place conduit, raceways, cable ways, cable, inside wiring, telephone set mountings, switches, terminal boxes, and terminals within the Facility are at the risk of the Proposer. No exposed wiring will be permitted. Ownership of any wiring or conduit placed under this Agreement by the successful Proposer becomes PCSO's property upon termination and/or expiration of the Agreement.
- 1.3.3 The Proposer agrees that should any cabling work is required as part of any installation, all new cables shall be used and marked clearly and legibly at both ends, and must meet all applicable EIA/TIA wiring standards for commercial buildings. All new cabling required by the Proposer will be installed by the Proposer at no cost to PCSO.
- 1.3.4 The Proposer must agree to install the quantity of telephones required by PCSO. All telephone/computer wiring that could affect and of PCSO Agencies' infrastructure must be approved by the Pennington County Sheriff's Office in advance.
- 1.3.5 During the term of this Agreement, the Proposer shall install any additional telephones, and monitoring and recording equipment at no cost to PCSO. This includes expansion of any existing facility or newly constructed facility throughout the facility(s). Any new facilities will be added to the contract through an amendment and will be afforded the same terms and conditions.

- 1.3.6 The Proposer shall restore to original condition at its own cost any damage to PCSO's property caused by maintenance, installation or removal by personnel associated with the Proposer, including repairs to walls, ceilings, etc.
- 1.3.7 The Proposer agrees to install, repair and maintain all Proposer provided equipment and lines at no cost to PCSO. All Proposer provided equipment, installation, maintenance and repair costs as well as all costs or losses due to vandalism shall be the total responsibility of the Proposer.
- 1.3.8 Upon completion of initial installation and ongoing installations, Proposer must provide PCSO with a list of telephone numbers, serial numbers, and locations of each unit.
- 1.3.9 The Proposer must indicate the physical size of any controlling equipment to be installed at PCSO's facilities prior to installation.
- 1.3.10 The Proposer must indicate any environmental conditions required for the proposed controlling equipment. This will include any air conditioning or heating requirements for the control room or area. The Proposer may be required to supply the necessary heating or cooling system for the control room.

1.4 STATION EQUIPMENT SPECIFICATIONS

- 1.4.1 The ITS shall be capable of providing all operational features and system requirements applicable to all calls placed through the system, including local, long distance, and international calling.
- 1.4.2 Each call, having been identified as being placed through the Proposer's ITS, shall be delivered to the called party as a collect call, debit and/or prep-paid call. Please describe your company's methodology to accomplish this.
- 1.4.3 The Proposer shall subscribe to the Line Information Data Base (LIDB) for validation purposes. The Proposer shall query this database for each inmate call and process only those calls which do not have Billed Number Screening (BNS) or Billed to Numbers (BTN). The Proposer must assume all responsibilities for the cost of the validation.
- 1.4.4 Telephone station equipment shall be powered by the telephone line and require no additional power source. A power source will be available at the demarcation location. Proposers may be required to identify the demarcation location for each Facility.
- 1.4.5 The Proposer must provide a uninterrupted power supply/power back up system (UPS) for the ITS robust enough to support the system for 30 minutes in the event of a power outage. Back up system will be provided in each facility workstation. The Proposer is responsible for maintaining the UPS per manufacturer's instructions and warranty for the term of the Agreement.

- 1.4.6 In the case of the loss of commercial power and the failure of the UPS, the ITS must automatically restrict or “shut off” all inmate telephones so that no inmate calls can be made until commercial power is restored and access is once again provided by PCSO.
- 1.4.7 The Proposer must describe in its response what component redundancy is provided to limit or virtually eliminate system downtime due to hardware component failure.
- 1.4.8 The ITS and telephone stations shall be sturdy, non-coin, vandal resistant and steel armored composed of durable, tamper-free equipment suitable for a detention environment. The equipment must contain no removable parts.
- 1.4.9 The Proposer shall provide telephone reception quality equal to the highest level of toll quality offered to the general public and shall meet telecommunication industry standards for service quality.
- 1.4.10 The Proposer shall provide accommodations necessary to comply with Americans with Disabilities Act (ADA) requirements, including but not limited to providing telephones which are accessible to persons in wheelchairs, persons that are deaf, persons with physical impediments and persons who are blind. Systems must be provided that are compatible with Telephone Devices for the Deaf (TDD), voice activated and/or Brail.
- 1.4.11 The ITS shall monitor the switch hook of the inmate telephones and if the switch hook is depressed at any time, the call will be disconnected or an internal dial tone should be activated to prevent fraud. The Proposer must assume all responsibility for fraud.
- 1.4.12 During the call set up process, the ITS shall provide a pre-recorded announcement identifying that the call is coming from a specific inmate at the facility.
- 1.4.13 The ITS must offer the called party an option to receive a rate quote during the call set-up process.
- 1.4.14 All collect calls including debit and pre-paid calls must be clearly identified as a collect call to the called party. This recording must be heard by the called party, and be free of any toll charges. Each call (whether collect, pre-pay or debit) shall include the following announcement: "This call may be monitored and recorded." The Proposer must indicate how much time is allowed for the inmate to record his/her name when placing a call and how many times the system will play the message to the called party prior to termination.
- 1.4.15 Call acceptance by the called party shall be accomplished for all collect, debit and pre-paid calls through caller confirmation (positive acceptance). Voice recognition is not an acceptable method for positive call acceptance. The ITS shall be able to recognize and distinguish standard or irregular busy signals, standard or irregular ringing signals, answering machines, cellular telephones, pagers, operator intercepts, quick disconnects, chain dialing, no voice from called party, etc. The Proposer shall provide information on how the proposed ITS will meet this requirement.

- 1.4.16 The ITS shall process calls on a selective linguistic basis: English and Spanish. The inmate must be able to select the preferred language utilizing a simple code. The Proposer shall indicate whether the called party can also select the preferred language for call prompts. Written dialing instructions in both English and Spanish must be permanently and prominently displayed on each inmate telephone.
- 1.4.17 The ITS shall provide a recording back to the inmate which details why a call was not completed. Please provide a list of the available recordings.
- 1.4.18 The Proposer shall indicate how calls to rotary telephones are handled to ensure completion of all calls.

1.5 REPORTING REQUIREMENTS

- 1.5.1 The Proposer must provide reporting and querying methods and capabilities which provide maximum flexibility, interface with commissary/inmate accounting system provider, and speed. The Proposer must describe in their response the reporting capabilities of the system including, without limitation, the ability of the system to access reports or a subset of reports to designated PCSO personnel by password or other structured access and how this will be accomplished. Proposals must include sample reports.
- 1.5.2 Monitoring reports that can be provided or sorted by any or all of the following criteria shall include but not be limited to:
- Daily statistical reports
 - Facility name
 - Originating number
 - Terminating number
 - Date of call
 - Time of day
 - Length of call
 - Type of call
 - PIN number
 - Frequently called numbers (for all numbers called more than 5 times in one day)
 - Common numbers called (for all numbers called by more than one inmate)
 - Originating station
 - Bill type

1.5.3 Billing reports that can be provided or sorted by any or all of the following criteria:

- Call detail report
- Amount charged per call
- Gross revenue
- Daily statistics
- Monthly statistics
- Called party/number accepting report
- Fraud/velocity report
- Separate facility totals and statistics
- All Facility totals and statistics
- Total calls
- Calls by date
- Time of day
- Length of a call.

1.5.4 The ITS shall be capable, upon request by PCSO, to provide specific information for tracking inmate calling activities and calling patterns by individual telephone numbers. The following reports shall be available for monitoring purposes:

- PANs per inmate or identifying number
- Calls by PIN or other identifying number.

1.5.5 The ITS shall provide the capability to customize reports in a form specified by PCSO.

1.5.6 The ITS shall provide reporting capabilities to reconcile commission payments.

1.5.7 The Proposer shall supply call detail reports to the PCSO. These reports shall contain a variety of call information and be customizable to suit the PCSO's needs.

1.5.8 Standard reports must include:

- Frequently Dialed Numbers
- 3-Way Call Attempts
- Call Volume by Telephone.

1.5.9 Proposer shall supply monthly revenue reports by individual facility.

1.5.10 Proposer shall attach samples of their call detail and other standard reports.

1.6 DATA STORAGE

- 1.6.1 Off-site storage of call detail records shall be in a minimum of two (2) locations to avoid any possibility of call detail records being lost. The Proposer must provide PCSO with the specifics on these locations and the frequency the data is backed up.
- 1.6.2 The ITS shall store all call detail records, including all attempted and completed calls. This data will be stored at the Proposer sites for the term of the contract plus three years after contract termination.
- 1.6.3 PCSO shall have access to all call detail records from the workstation(s) or remote computers. The workstation(s) shall provide the capability to copy the Call Detail Records onto a Compact Disc (CD)/DVD.

1.7 SECURITY FEATURES

- 1.7.1 The ITS shall allow multiple operators simultaneous access while maintaining adequate security to prevent unauthorized use and access.
- 1.7.2 The Proposer shall have the capability to establish an “informant” line. Calls to the “informant” line shall be free and shall be routed via the ITS to a destination designated by PCSO. If so requested by PCSO, the destination for the “informant” line may be an automated voicemail box. This call should not be a charge to the inmate.
- 1.7.3 The telephone network services provided by the Proposer shall not be capable of being detected by the called party for calling number identification (caller ID).
- 1.7.4 The ITS shall prohibit direct-dialed calls of any type.
- 1.7.5 The ITS shall prohibit access to "411" information service.
- 1.7.6 The ITS shall prohibit access to any toll free and/or pay per service lines.
- 1.7.7 The ITS shall prohibit access to multiple long distance carriers via 950, 800 and 10 10-XXX numbers.
- 1.7.8 The ITS must be able to prevent inmates from circumventing the telephone systems, i.e. using the “con” line.
- 1.7.9 The ITS must be able to be shutdown quickly and selectively. PCSO must be able to shutdown the ITS by cut-off switches at several locations including, but not limited to:
 - At demarcation location - total Facility telephones
 - By central control center - select telephones
 - By select housing units - control center

- 1.7.10 The ITS shall be able to take an individual station out of service without affecting other stations or units.
- 1.7.11 The ITS shall prevent all inmate telephones from receiving any incoming calls. The Proposer agrees that no inmate telephone shall be capable of receiving an incoming call and the Proposer shall work with the local exchange carriers (LECs) to ensure such control.
- 1.7.12 The ITS will have a fraud prevention feature. This feature will randomly interject pre-recorded announcements throughout the duration of the conversation.
- 1.7.13 The ITS, upon detection of a three way call (call forwarding and conference calls, etc.), shall have the capability to terminate the call immediately. The ITS will play a message to the inmate or called party prior to terminating the call.
- 1.7.14 The ITS shall have the capability to detect and terminate Remote Call Forwarding calls. If the Proposer's ITS will not detect Remote Call Forwarding, please provide the status of Proposer's research and development relative to detection of Remote Call Forwarding.
- 1.7.15 The ITS shall have the capability of answer detection.
- 1.7.16 The inmate's call shall be muted until the called party has positively accepted the call. The ITS must not allow the inmate to hear the called party prior to the actual positive acceptance of the call.
- 1.7.17 The ITS shall be capable of limiting the length of a call, providing the dial tone at certain times of the day and allowing a maximum number of minutes per inmate, per month.
- 1.7.18 In all circumstances, the service shall limit the inmate to a single call request. The service shall always require the inmate to disconnect and initiate another call.
- 1.7.19 The Proposer shall provide information on any additional or optional features, investigative or management systems or tools provided that may be of interest to PCSO (i.e. word recognition/keyword search, reverse look-up, visitation phone recording, etc.) Please ensure a complete description of the features application is included. Also, detail any cost associated with the additional or optional features described.

1.8 PERSONAL IDENTIFICATION NUMBER (PIN) APPLICATION / RECOGNITION

- 1.8.1 The proposed system must describe how your solution handles authentication, etc. for the authorization of inmate calls. This system must have a verifiable installation/operational history in other correctional institutions for no less than one year, in order to be considered. Upon initialization of the first outgoing telephone call, the system must

automatically prompt the inmate to make sample voiceprints of their name. Upon completion of the samples, the system must make a recording of the voiceprint that will later be used to initiate all future calls by the inmate.

1.8.2 Explain in detail the entire process of Inmate Personal Identification Numbers (PINs) and voice print recognition administration. Include the following:

- Number of digits in an Inmate Identification Number
- Method and procedures of assigning or changing of Inmate Identification Numbers
- Method of input of the Inmate Identification Numbers and permitted telephone numbers
- Methodology/technology used for voice recognition
- How Proposer will handle exceptional, quick-turn-around situations
- Proposed location of the central processor
- Security procedures that shall be used in the entry of Inmate Identification Numbers and voice recognition process
- Minimum and maximum number of Inmate Identification Numbers and voice recognition numbers available per system (site/institution)
- Minimum and maximum number of destination telephone numbers assignable to each of Inmate PIN and voice recognition
- Describe the capability of the system to restrict aspects of inmate calling privileges and whether or not such restrictions can be imposed globally, by site, by housing unit, by Inmate PIN and voice recognition, by telephone, by called number.
- Describe the method by which staff may retrieve and listen to actual voice verifications as needed
- Provide a complete list of verifiable installation/operational history in other correctional institutions for no less than one year

1.9 FRAUD MANAGEMENT

1.9.1 The proposed system must detect and prevent three-way or conference calls.

1.9.2 The proposed system must prevent the inmate from receiving a second dial tone or “chain-dialing.”

1.9.3 The proposed system must detect any extra digits dialed by the inmate after the party has accepted the call.

1.9.4 The proposed system must brand each call with the name of the facility and the inmate placing the call.

1.9.5 The proposed system must continue to play the brand recording at irregular intervals throughout the call.

- 1.9.6 The proposed system must guard against “hook-switch dialing” and other fraudulent activities.
- 1.9.7 The proposed system must not allow the inmate to communicate with the called party until the called party has actively accepted the call.
- 1.9.8 The proposed system must detect the difference between an accepted call, answering machine, busy signal or other telephone activity.
- 1.9.9 The proposed system must allow call blocking of specific numbers by inmate PIN, telephones or group of telephones.
- 1.9.10 The proposed system must have the capability to assign approved calling numbers according to inmate PIN.
- 1.9.11 The proposed system must have the capability to permit the called party to block all future calls from a Vermont correctional facility.

1.10 CALL ACCEPTANCE

- 1.10.1 The proposed system must alert the called party of the local charge for the call and the per-minute cost if it is a long distance call prior to acceptance.
- 1.10.2 The called party must actively accept the call.
- 1.10.3 The inmate must not have the ability to communicate with the called party until the call has been accepted.
- 1.10.4 Billing must not begin until the called party actively accepts the call.
- 1.10.5 The proposed system must accommodate rotary phone users.

1.11 SYSTEM SECURITY

- 1.11.1 The proposed system must be programmed for auto shut-off at times designated by the PCSO. Specific phones or groups of phones must have the ability to be programmed independently for auto shut-off.
- 1.11.2 The PCSO personnel must be able to manually and immediately shut down the system in case of emergency, allowing all calls in progress to be completed before system shutdown if desired.
- 1.11.3 The proposed system must be password protected to permit only appropriate facility personnel access to the system, and provide records of user activity upon request.

1.12 SERVICE & MAINTENANCE

- 1.12.1 Proposer shall have the ability to remotely diagnose and repair the system. Repair technicians must have remote access to all system controls via a secured Wide Area Network (WAN) or modem connection supplied by the Proposer at no cost to the PCSO.
- 1.12.2 The system software should provide continuous self-test diagnostics without PCSO personnel intervention. When the system detects a problem, alarms indicating system malfunctions and network problems should be sent to the Proposer. The system software should include remote diagnostic programs to indicate the operational status of critical system components.
- 1.12.3 Proposer shall provide its service level agreement, policies, and procedures as an attachment to this proposal.
- 1.12.4 It is solely the Proposer's responsibility to provide installation and maintenance, which includes any wiring at the facility as well as any additional wiring required for the system.
- 1.12.5 The Proposer shall be responsible for all maintenance, service, repairs and replacement of the total system including software, cabling and hardware.

1.13 INSTALLATION AND CUT-OVER

- 1.13.1 The Proposer will provide inmate phone sets, the administrative workstation and the automated inmate call control system, install the sets, remote system and the system and insure they are working properly.
- 1.13.2 A Proposer shall submit a complete and detailed schedule of the time frame required for installation, utility coordination, training, cut over and testing. The system must be installed in a manner and under a time frame designed to minimize disruption of the normal functioning of the PCSO.
- 1.13.3 Proposer must propose an installation schedule of events. Failure to state installation time in the bid will obligate the Proposer to complete installation so as required in the bid. Extended installation time may be considered when in the best interest of PCSO.
- 1.13.4 The Proposer, during shipment, unloading and installation will assume the risk of loss and or damage.

1.13.5 The Proposer has the responsibility for all aspects of the coinless telephones such as acquisition, installation, operation, service and maintenance. PCSO shall be responsible only for making the space for the telephones available to the successful Proposer. PCSO shall not be obliged to make any improvements to the space provided for the telephones and the Proposer equipment.

1.14 CALL MONITORING & RECORDING

1.14.1 The proposed system shall maintain 45 days of call recording.

1.14.2 The PCSO requires the monitoring and recording of all calls simultaneously for the Correctional Facility. The call monitoring and recording system shall be designed to provide correctional facilities with inmate call control in recording.

1.14.3 Facility personnel must be able to search call recordings by dialed number, date, time, inmate account, or site ID.

1.14.4 Facility personnel must be able to simultaneously listen to and record conversations.

1.14.5 Recordings must be backed up for archival for a minimum of three (3) years. Archival shall include metadata that enables identification and retrieval of specific calls.

1.14.6 Recordings system must be centralized and housed at the respective facilities.

1.14.7 PCSO requires the ability to provide retrieval and listening within specified facilities. Please provide any additional cost, if any, for this service.

1.14.8 Proposer must provide signage on each phone stating the call will be monitored and recorded.

1.15 DEBIT OR INMATE BASED PRE-PAID APPLICATION

1.15.1 PCSO requests the Proposer to support both debit and pre-paid applications at all facilities. The applications must include, but not be limited to, the following:

- The debit/inmate based pre-paid application shall work with the ITS provided.
- The debit application shall interface with the proposed inmate accounting system for ease of transfer of money from the inmate balance account to the Inmate ITS account.
- The Proposer shall provide information on how the ITS handles debit balances if an inmate is transferred from one PCSO facility to another.
- The pre-paid application shall allow for prepayment to a specific inmate's account or a member of inmate's personal account number (PAN) and shall be specific to an inmate's PAN.

- Upon release of an inmate, the balance of the inmate's pre-paid calls will be refunded at the same time as the inmate's account balance.
- The ITS shall provide the inmate with the balance of their debit and/or inmate based pre-paid account at the time of the call.
- The debit/inmate based pre-paid application shall allow international calls. The Proposer shall propose international calling rates.

1.15 TRAINING

- 1.16.1 The Proposer shall provide training to PCSO's staff at each location sufficient to enable PCSO staff to successfully use the system. Additional training shall be provided to new staff assigned during the Agreement period at no cost to PCSO.
- 1.16.2 Training documentation shall be provided to PCSO's staff at all training meetings at no cost to PCSO, including at least one hard copy per site. All manuals will become the property of PCSO.
- 1.16.3 Informational pamphlets shall be available for inmates relative to the applicable features and functionalities of the ITS, when requested by PCSO and at no cost to PCSO.

1.17 GENERAL MAINTENANCE

- 1.17.1 The Proposer shall provide the necessary labor, parts, materials, and transportation to maintain all proposed telephones in good working order and in compliance with the equipment manufacturer's specifications throughout the life of the Agreement. No charge shall be made to PCSO for maintenance of the ITS.
- 1.17.2 The Proposer shall have the ability to perform remote diagnostics to the ITS to determine if a problem is with the telephone unit or with the telephone line.
- 1.17.3 The ITS shall provide for continuous on-line diagnostics and continuous supervision, as well as local remote offline system control access for advanced programming and diagnostics. Access to the built-in advanced diagnostics and program control shall be accessible via modem by service center personnel and shall provide failure reports, service history and other diagnostics.
- 1.17.4 The Proposer shall maintain all cable related to the ITS, whether reused or newly installed.
- 1.17.5 The Proposer shall provide their on-site repair time, method and proposed level of services for the facilities. Proposers shall detail their ability to handle emergencies. Please provide an escalation plan.

1.17.6 Proposers shall have an automated tracking system for problem requests as they are opened, updated and closed by the field technicians, providing detail to show the problem and final resolution of said problem. Should the escalation plan as provided by the Proposer not be followed explicitly, the Proposer shall be liable for lost commissions during times that phones were in need of repair and not properly operating. The lost commission will be calculated by multiplying the average number of calls for each call type x (times) the then prevailing calling rates x (times) the commission rate. The specific commission shall be calculated by PCSO and PCSO will advise the Proposer of all commissions due. The Proposer shall pay the calculated lost commission with the next commission payment due PCSO. Proposer will be allotted time between the notification and the next commission payment to validate the lost commission.

1.18 TRANSITION PLAN

1.18.1 As facilities complete the user acceptance testing, the Proposer and PCSO shall mutually agree upon the billing start date. This start date may vary from facility to facility depending on the completion of the “system functionality testing”.

2. SCOPE OF WORK – INMATE ACCOUNTING SYSTEM AND COMMISSARY SERVICES

2.1 OBJECTIVES

2.1.1 The following objectives must be met for a contract to result from this process:

- To provide PCSO with an automated inmate accounting solution that meets all business requirements and addresses the accounting needs of the PCSO. The Proposer must support their own software. Technical support must be provided 24 hours a day, 7 days a week and 365 days a year by the Proposer.
- The Proposer shall provide, support and maintain any software, hardware, interfaces, and communications infrastructure required to operate the inmate account solution. NOTE: Proposers must provide their own Internet connectivity, e-mail, and account management.
- To deliver high quality commissary services to the inmates of the PCSO. The Proposer will provide weekly delivery to each of the three (3) facilities per an agreed upon schedule.
- Commissary service shall be provided from a secure off premises service center.
- To operate the commissary service program and the inmate accounting system in a cost effective manner and at no cost to the PCSO. The PCSO will provide minimal staff to support the program.
- To maintain an open collaborative relationship with the administration and staff of the PCSO as well as any other agencies and departments deemed necessary by the PCSO.

- To maintain a market price philosophy with regard to the retail selling price of the commissary items (no price shall be higher than what a local convenience store charges for the same/similar item).
- To contract with a single Proposer to provide all services described in this RFP.
- To enter into a contract with an experienced Proposer who can provide documented experience in the field of inmate accounting systems, technology solutions, and inmate commissary services, specifically for facilities the size and scope of the PCSO.

2.2 SPECIFIC REQUIREMENTS

- 2.2.1 The Proposer will provide an automated inmate accounting solution that is capable of being audited by the PCSO. The solution must be approved by the PCSO and the proposer must own, support, and maintain all aspects of the solution, including all Proposer supplied hardware, software, firmware, and communications/networking infrastructure, with their own employees.
- 2.2.2 The software must support a general ledger function and allow for a trial balance to be run at any time. The solution must contain the ability to set up annual fiscal maintenance. The solution must have the ability to run ledger reports on any accounts or sub accounts contained within the general ledger.
- 2.2.3 The solution must allow the PCSO to open an account for an inmate at time of booking and enter into the system the amount of money in their possession at the time of booking via interface with the PCSO Offender Management System (OMS). The following data must be captured during the booking process:
- Account number
 - Name
 - Date of Birth
 - Gender
 - Location
- 2.2.4 In addition, the solution may allow for the following transactions to take place at the intake screen:
- Charge receivables such as room & board, medical fees, copying fees, postage, etc.
 - Sell commissary packs
- 2.2.5 Once the account is open, the solution must enable the following to occur:
- Add funds, draw funds, (check, EFT/Debit Card or both)
 - Close the account and pay the balance by check or EFT/Debit Card
 - Close multiple accounts printing out one check

- Deduct commissary purchases and other charges in a live time environment
- Process credits
- Change inmate location, individually or in groups
- Assign a permanent ID used by the existing OMS for an inmate that will allow an account to be reopened and allow for the ability for debts to be tracked across multiple incarcerations (NOTE: This function will require an interface to OMS.)
- Add inmate information to control commissary purchases (such as medical and disciplinary restrictions and indigent status)
- Provide a complete audit trail of all transactions including scheduled and unannounced audits of the inmate accounts by the PCSO to insure the integrity and accuracy of the accounts

2.2.6 The solution must provide reports according to specifications provided by PCSO, including the following at a minimum:

- Cash report
- Sales report
- Debt Reports
- Checkbook report
- Bank Reconciliation
- Inmate report
- Receivable report
- General Ledger report
- Negative balance report for inmates with debts
- The checkbook feature must be able to write a check to a third party, void a check, make corrections by designated Administrator, and add deposits via the PCSO Proposer
- Print out a check registry with multiple query options.

2.2.7 The Proposer must install the system, provide ongoing support and maintenance and a toll free 24 hour emergency line to minimize down time. The Proposer must have an operating center/support staff within 6 hours response time to the facility center. The Proposer will provide the hardware and will maintain same.

2.2.8 The software must interface with the PCSO OMS Database, with no cost to the PCSO. Interface functions will be specified in a statement of work by the PCSO.

2.2.9 On demand by PCSO and following contract termination, the Proposer must provide all records pertaining to inmate accounts and commissary records to Pennington County Sheriff's Office for the past ten (10) years from the termination of the contract in electronic format and media specified by PCSO.

2.2.10 The Proposer must provide a transition plan to convert existing and historical data housed in current system to data within the new system.

2.2.11 The Proposer shall be able to provide the following upon award:

2.3 INMATE COMMISSARY SERVICE

2.3.1 The Proposer and PCSO must mutually agree upon the items to be sold in the commissary program. No new items will be offered without the written permission from PCSO. The Proposer will advise PCSO of new products as they become available.

2.3.2 The Proposer will provide ability for inmates to create their own orders via Telephone or Kiosk ordering, therefore minimizing the necessity for PCSO staff interaction. Proposer must have the ability to process funds received via PCSO facilities.

2.3.3 All commissary orders will be combined, prepackaged, sorted by housing area and shipped within 24 hours of agreed upon delivery schedule.

- Food items shall be packaged and dated for individual consumption
- All containers shall be made of non-breakable materials
- No products shall contain alcohol
- Inmates in general population shall be allowed to order commissary via telephone or kiosk at least once per week with a maximum purchase of \$65.00 (excluding tax) for commissary purchases and \$50 phone time purchases.
- Orders shall be processed from an off-premises secure warehouse and delivered to each facility per a strict weekly schedule as agreed upon by both the PCSO and the Proposer.
- Inventory levels in the secure warehouse shall be maintained to ensure an order fill rate of at least 98%
- Substitutions or backorders are not allowed.
- A method of restocking on returned orders must be available
- PCSO will determine the final retail selling price. Prices set by the Proposer will be equal to that or lower than local convenience stores.
- All items sold must be jail appropriate
- Commissary orders will be sent in clear, tamper proof, heat sealed plastic bag for the primary purpose of security and accountability. A two part, non-carbon receipt shall be sealed within the bag (inmate name, location, ID number, items ordered, total of order and 2 signature lines)
- Net sales will be defined as gross sales less sales of stamps, stamped envelopes, inmate phone time and sales tax

2.4 SOFTWARE REQUIREMENTS

2.4.1 Following are the mandatory specifications required of the proposed banking solution. The system must address all of the requirements and features that are outlined below at the time of the proposal submission for the proposal to be considered (i.e. new application development will not be considered).

2.4.2 The proposed banking solution must provide for an accurate, cashless accounting of all inmate monies, expenses and purchases. At a minimum, it must contain all of the features and reporting included in the request for proposal. This includes the following:

- General Ledger with Automatic Dual Accounting Posting
- General Ledger Reporting for all Ledger Accounts
- Date Specific Reports for all Ledger Accounts
- Provide for a Trial Balance to be run at any time
- Fiscal Year Maintenance with End of Month Reporting
- Checkbook Reconciliation with Multiple Checkbook Capabilities
- Inmate Receivables Function Complete with Reports Section
- Inmate Payroll Function Complete with Reports Section
- Automatic Check Writer with MICR Check Writing
- Inmate Savings Feature Complete with Reporting Section
- Reconciliation Reports of Sub Ledger to General Ledger Accounts
- Provide for an Automatic Checkbook Reconciliation Function
- Commissary Inventory Function with Reports Section
- Inmate Property Function with Reports Section
- Allows for Debt to be collected based upon a percentage of incoming funds to be determined by the facility
- Allows for collected funds to be applied to debts either by priority, percentage, or both as defined by the facility
- The System must always be in Balance within the General Ledger
- Provide reports on cash drawer balancing and balance history
- Provide reports on commissary orders, order rejections, commissary sales and products offered
- Provide reports of frozen inmate accounts or accounts with administrative holds or other facility designated restrictions
- Provide account summaries (both individual and facility including transaction history)
- Provide for Reclamation of checks automatically
- Provide for reports on all checkbook activity by operator defined criteria
- Provide reports based on user definable date time periods
- Provide for Inactivity Maintenance to include reporting and reclamation of monies
- Provide for Inmate Intake and Release Reporting
- Allow for Multiple Checkbooks to be set up
- Provide for Facility & Operator Log Reports
- Allow for the assignment of a PCSO designated permanent identifier to each inmate
- Allow for specific deductions to be assigned to individual accounts with an “automatic” collection per facility designated criteria
- Allow for the input of inmate address and phone contact information for the purpose of generating invoices and receiving payments for debt after inmate release

- Allow for inmate releases to be done by Check, Cash or Money Order, Cash, Cashier's Check, Credit or Debit Card, or a combination as determined by the facility
- The Proposer will describe any automated commissary fund payment options which may be available to the PCSO. This should include literature and service requirements and detail any costs to the PCSO. The proposed options must be fully integrated with the banking software. Proposer will be required to provide references where these are installed.

2.6 AUTOMATED SELF-SERVICE OPTIONS

- 2.6.1 The Proposer must list any self service options they have to offer and detail any costs associated with this service. The services must be funded through the commissary operation.
- 2.6.2 Services must include the capability of providing each housing unit with kiosks and/or phones that allow inmates to access their account information and place commissary orders.
- 2.6.3 The Proposer should provide information related to other hardware peripherals available from the Proposer. These peripherals must be integrated with the Proposer's software.

2.7 ADDITIONAL SERVICES

- 2.7.1 Web based ordering of commissary products, debit calling and web based inmate deposits for inmate family/friends via Internet.
- 2.7.2 Combine web product orders and inmate orders as not to exceed weekly inmate spending limits.
- 2.7.3 PCSO staff will have access to view web orders placed by family/friends.
- 2.7.4 The Proposer will provide the highlights of additional services or offerings available from the Proposer which will benefit the PCSO. The Proposer will describe the services and the benefits that will be derived from implementing the proposed services.

3. COMMISSION

- 3.1 The Proposer will include any and all financial offerings in response to the RFP.
- 3.2 The Proposer will provide the following information at a minimum:
- Details of Billing/Invoicing and Payment methods and schedules
 - Commission rate to be remitted and net sales calculations
 - Sample Monthly Commission Statements
 - Wire or ACH are preferred methods of commission receipts

4. FOOD SERVICE OPERATIONS

4.1 Food and Supplies

4.1.1 The Proposer shall maintain rigid procurement procedures throughout the entire process of purchasing, receiving, storage and inventory of all foods and direct supplies and shall pay for all food and direct supplies related to food production, service and management applicable to the contract.

4.1.2 All food and supplies purchased shall be in conformance with the specified minimum U.S. Standards for Grades. In the absence of grade labeling, the contract shall provide PCSO with packers' labeling codes or industry accepted grade equivalent standards to verify the minimum grades specified are being provided. PCSO shall periodically, or as necessary, inspect the Proposer's inventory of food and supplies to determine that purchase standards are maintained. Grade minimum for food items shall be as follows:

- Meat – USDA No. 1 or choice, cut to IMP specifications.
- Seafood – U.S. Grade A, certified
- Poultry – U.S. Grade A
- Eggs – U.S. Grade A medium size
- Pure ground beef – USDA utility or better, not to exceed 18% to 22% fat
- Fresh Fruits, vegetables – USDA Grade A or B
- Canned fruits, vegetable, juices – USDA A or B
- Frozen fruits, vegetables, juices – USDA Grade A or B
- Dairy products, cheese – USDA Grade A or B

4.1.3 The Proposer shall use natural, low fat products whenever possible. Natural, low fat processed cheeses may be used for cooking purposes. Tropical oils may not be used by the contactor for cooking purposes.

4.1.4 All meat cuts shall be in accordance with USDA IMP specifications. These grades are intended as minimum standards only and the Proposer is encouraged to exceed these minimum whenever possible. All other food stuffs not included in the above categories shall be of comparable quality.

4.1.5 Ground beef patties may contain a maximum fat content of the finished raw patty of 18% to 22%. All menu items prefabricated, produced by other, or processed by the Proposer containing soy protein derivatives or poultry analogues shall be approved by PCSO prior to service.

4.1.6 The Proposer agrees to make the fullest use of the USDA dominated commodities when They are available, wholesome and appropriate for menu purposes. The Proposer reserves the right to refuse acceptance of any such commodities that are contaminated or in excessive amounts. The utilization/control of USDA donated commodities are subject to the following requirements:

- The contract will properly handle, store and prepare all commodities.
- A weekly inventory of all commodities shall be taken by the Proposer. The report shall include for each USDA donated commodity, the commodities on hand at the beginning of the week, the quantity used, the quantity lost due to spoilage, theft or shrinkage, and the balance at the end of the week.
- Commodities received will be used solely for the benefited of those persons in County correctional or institutional facilities.
- The Proposer shall credit to PCSO's invoice, the fair market value of each commodity item used for the period, deducting shipping and handling charges actually incurred.
- The Proposer shall not enter into subcontracts for further process of commodities on behalf of PCSO.
- The Proposer shall be responsible for all applicable local, state or federal taxes associated with the use of commodities.

4.2 The Proposer shall provide meals at least three (3) times per day with a minimum of two (2) hot meals per day. Regular meals times will be established with no more than fourteen (14) hours between the evening meal and the following day's breakfast meal. A meal schedule shall be specific to the needs of each individual facility, but shall be mutually agreed upon by both the Proposer and each facility. PCSO shall provide the number of meals needed to be prepared for each meal/sack l lunch/snack.

A sack lunch shall be provided to inmates who miss the service of the regularly scheduled meal. The sack lunch shall meet the nutritional needs of the inmates.

Snacks and nutritional supplements may be required by certain facilities.

4.3 Meals shall follow a preapproved menu cycle with a minimum cycle length of three weeks. Cycle menus shall be changed a minimum of two times per year. A sample cycle menu must be submitted with the proposal.

4.4 Menus shall be planned in accordance with the National Research Council and American Corrections Association (ACA) recommended Dietary Allowances (RDA) to meet the nutritional needs of the individuals. The Food Guide Pyramid shall serve as a basis for all menu planning to assure a variety of foods, maintenance or improvement of weight, adequate sources of essential nutrients and fiber, and appropriate amounts of fat, cholesterol, sugar and salt/sodium. The ACA standards may be obtained from PCSO.

The menus shall provide a variety of foods in adequate amounts to meet the RDAs, and ACA standards. These shall be adjusted for age, gender and activity level of the inmates. The Proposer shall retain copies of pertinent standards at the individual facilities.

A variety of food flavors, textures, temperatures and appearances shall be used. The Proposer shall include in the proposal a method to monitor inmate preferences and to make acceptability adjustments. A sample meal quality assurance assessment form shall be submitted.

4.5 The menus shall be reviewed and approved by a registered Dietitian who is licensed by the State of South Dakota, in order to ensure compliance with all of the above mentioned regulations and RDAs for age and gender of all groups.

4.6 standardized recipes and portion control shall be submitted and followed for all food preparation to ensure medical nutrition therapy, nutritional adequacy and nutrient requirements. All recipes and production directions shall be in writing and followed implicitly to assure consistency of taste and quality in food products served. Production such as grilling, French frying, steam cooking, etc., of items shall be continuous through each meal period with large quantities prepared as close as possible to the time they will be served, while still maintaining quality and adequate stock to avoid delay in service.

PCSO shall have free access to any and all records of recipes, production sheets, product specifications and quantities of food issued each service unit.

4.7 Modifications in the menu will be made to accommodate medical nutrition therapy as prescribed by the physician/medical team for individuals. Modifications in the menu made to accommodate altered consistency needs for the individuals will be provided as prescribed by the medical team.

Documentation of all meals served, including substitutions, shall be maintained. A written method for food substitutions shall be maintained and shall be reviewed by a registered dietitian who is licensed in South Dakota to assure nutrient content of substituted foods is comparable. Food substitutions must be available to accommodate food avoidances due to religious beliefs/practices/observances and inmate needs in compliance with Medicare/Medicaid standards. Vegetarian food substitutions may be needed. Food allergies must also be accommodated and a substitution provided.

4.8 All meal preparation and service shall be supervised to ensure quality, sanitation, texture, consistency, appearance, therapeutic modifications and temperatures are adequate and maintained throughout preparation, service and delivery of food.

4.9 A minimum of three holiday or special meals shall be served each year. Three sample meals shall be submitted with the proposal. Additional holiday or special meals may be requested by facilities and shall be determined by mutual agreement of the facility and the Proposer.

- 4.10 The Proposer shall describe a complaint resolution process for addressing complaints from inmates.
- 4.11 Inmate labor is available for cleaning of facilities and serving of prepared food. PCSO shall determine the amount of inmate labor that will be provided to the Proposer. At no time may inmates supervise other inmates.

5.1 EQUIPMENT AND SUPPLIES

- 5.1.1 PCSO shall provide the Proposer with an initial physical inventory of supplies (i.e., hand utensils, cleaning equipment, trays, pans, pots, dishes, glasses, silverware, etc.) and capital equipment at the start of the contract. Depletion of supplies shall be replaced to existing par level by the Proposer at its expense semi-annually and on completion or termination of the contract. The specifications for these items shall be arrived at by mutual agreement.

PCSO shall maintain an up-to-date physical inventory record of supplies and capital equipment during the life of the contract. Additional new items or increased inventory level requirements shall be provided by the Proposer to meet obligations of the contract through the appropriate purchasing authority and authorized funding procedures. The contract shall not purchase these items at some future date.

At the start of the contract, PCSO and Proposer shall conduct joint physical inventories of all supplies and capital equipment. At that time, the extent of repair and replacement shall also be determined by PCSO. On completion and acceptance of these inventories by the Proposer, the Proposer shall assume the responsibility for the equipment under the terms of the contract.

- 5.1.2 Upon the award of the contract, the Proposer shall purchase Model # CL44e Dishwasher, or a dishwasher with exact or comparable specifications:
- 202 racks per hour
 - Opti-RinSe™ system
 - Patent Pending Rapid Return Conveyor Drive Mechanism
 - Insulated hinged double doors with door interlock switches
 - Patent Pending Door Seal System
 - 19.5 inch chamber height opening
 - Top mounted micro-processor control module
 - Energy saver mode
 - Dirty water indicator

- Low temperature alert
- Conveyor dwell
- Delime notification
- Service diagnostics
- NAFEM Data Protocol compliant
- Patent Pending Computational Fluid Dynamic Designed Self-Aligning Wash Manifolds
- Stainless steel debossed anti-clogging wash arms
- Patent Pending Removable Integrated Pump Intake Screen
- Stainless steel self-draining pump and impeller
- Single, sloping scrap screen and deep basket
- Stainless panels enclose perimeter and bottom
- Door actuated drain closure
- Single point electrical connection (three phase only), does not include the booster heater
- Convertible hot water or low temp final rinse
- Vent fan and booster heater control
- Stainless steel pressure-less 15 KW or 30 KW booster heater
- Higher than standard chamber
- Stainless steel vent hoods
- Direct drive unloader
- Side loader
- Blower-dryer
- Drain water tempering kit

5.1.3 PCSO shall provide the following existing office furniture and equipment for use by the Proposer in the performance of the contract at no charge under the same terms applicable to capital equipment contained in the contract: desks, chairs, filing cabinets, and other equipment as negotiated.

5.1.4 Other equipment not provided by PCSO that the Proposer deems necessary may be provided by the Proposer at its own expense. Said equipment and installation shall require prior approval of PCSO. With respect to equipment provided by PCSO, PCSO makes no implied or express warranties, including but not limited to, the implied warranties of merchantability and fitness for a particular purpose. However, the contract shall have ht benefit of any warranty or guarantee given PCSO by the manufacturer or the seller of the equipment.

5.1.5 Ownership of all non-expendable supplies and capital equipment shall remain with PCSO and shall not be loaned or removed from the facilities without prior written approval.

The contract shall take such measures as may be reasonably required by PCSO for the protection against loss by pilferage or destruction.

- 5.1.6 Purchase of products (food or supplies) which require equipment for their dispensing and have the equipment and service costs prorated in the cost of their product may be purchased for use that PCSO facilities without prior approval of PCSO.
- 5.1.7 The Proposer shall supply vehicle(s) to transport food service items in facilities. The Proposer shall provide qualified staff to operate the vehicle(s). The Proposer shall be liable for damages or injuries caused by the negligent operation of said motor vehicle(s) by the employees or agents of the Proposer. Each supply vehicle will be allowed a parking space in the utility vehicle area.

5.2 SPACE USE

- 5.2.1 The Proposer may utilize all space assigned by PCSO for food service operations.
- 5.2.2 When the Proposer uses areas that are not primarily intended for food service (e.g., meeting rooms and lounges) for such purposes as may be required, appropriate setup and tear down shall be undertaken by PCSO. The Proposer shall be responsible for clean up which shall involved maintenance and sanitation of the areas, furniture rearrangement and equipment and trash removal. When the Proposer caters beverages and snacks in a meeting room, the Proposer is responsible for prompt removal of food equipment and food residue from the area following completion of the meeting. When the Proposer uses regular food service dining areas and arrangement for setup are required, appropriate setup and breakdown shall be undertaken by the Proposer. The Proposer shall be responsible for cleanup and floor maintenance.
- 5.2.3 PCSO may, without interfering with normal food services, use the dining and service areas from time to time for other purposes. Appropriate set up and cleanup shall be undertaken by County personnel at no cost to the contract. Facilities shall be restored to conditions mutually satisfactory to the Proposer and PCSO before the next regularly scheduled meal service. Restorations shall involve maintenance and sanitation to the areas, dining and service equipment and trash removal.
- 5.2.4 PCSO shall provide the Proposer with safety and security services currently available to food service, such as night patrol, door checks, security consulting, call response, etc. This service shall not include armored car service.
If the Proposer requires additional security, it shall be provided by, or coordinated through, PCSO for which the Proposer agrees to pay prevailing charges. In addition to security staff, the Proposer may supplement with additional supervisory staff. The Proposer shall follow PCSO's policies in dealing with improper conduct and shall report all incidences to PCSO. Emergency calls shall be reported to PCSO as promptly as possible.

5.3 UTILITIES / TELEPHONE

- 5.3.1 PCSO will provide all utilities necessary for normal food service operations.
- 5.3.2 PCSO shall provide the Proposer with telephone equipment, installation and service. PCSO shall determine the style, number and location of equipment to be provided. The Proposer, at its option, may install additional equipment at its expense. The Proposer shall have access to local and long distance service using equipment provided by PCSO and shall reimburse PCSO on a monthly basis at rates PCSO pays for local and long distance service. PCSO shall pay for equipment repair and replacement and line maintenance.
- 5.3.3 PCSO will not guarantee an uninterrupted supply of water, steam, electricity, gas, telephone, heat, or high/low temperature refrigeration. However, PCSO shall use its best efforts to restore services following an interruption or failure of any such utility services or equipment. Scheduled outages by PCSO will be coordinated through the Contract Administrator.

5.4 EQUIPMENT AND FACILITY MAINTENANCE, REPLACEMENT AND SANTITATION

- 5.4.1 The Proposer shall adhere to the highest standards of cleanliness and sanitary practices to ensure continual sanitation in all functions of matter related to the execution of the terms of the contract including food handlers' appearance and performance in the preparation, service, transport, and storage of food and related items.
- 5.4.2 All materials, equipment and supplies provided by PCSO and Proposer must comply fully with all safety requirements as set forth by the South Dakota Administrative Code, rules of the Industrial Commission of Safety and all applicable OSHA Standards. During the course of the contract, the Proposer is fully liable for public and private protection while work is in process at any site identified as a potential hazard. The Proposer must provide prominently displayed warning devices and/or signs that are in compliance with the safety regulations.

All hazardous conditions, physical surroundings, or fire shall be reported immediately to PCSO. Verbal reports will be followed with written reports by the Proposer within twenty-four (24) hours listing details of the posted hazard.

With the full cooperation of PCSO, an aggressive program of accident prevention and safety education will be education shall be instituted by the Proposer. Proper instructions and training shall be provided on the use of equipment and techniques of handling food to aid in the goal of having an accident free and safe environment. Employees are to be

trained by the Proposer on where to find safety equipment and how to use such equipment. All injuries and accidents are to be reported to PCSO the day they occur.

- 5.4.3 Agents of Pennington County shall have complete cooperation and access to all food service, production and storage areas and records on inspections that they may conduct. These inspections may be at the request of PCSO's discretion. A management representative of the Proposer shall conduct equipment and facilities' maintenance and sanitation inspections periodically. Supplier representatives who normally provide equipment and product inspections shall furnish a copy of each report to PCSO and Proposer. The Proposer is responsible to implement corrective operating measures required as a result of these inspections and reports within ten (10) days of notification and by mutual agreement of PCSO.

Should the Proposer fail to meet the sanitation standards required by the contract or by any agency having jurisdiction, or fail to comply with PCSO rules and regulations concerning protection from fire or general safety, PCSO reserves the right to hire outside Proposers to perform the necessary work or have the work done by County personnel, and, in either case, charge back to the Proposer actual labor and material costs plus twenty-five percent (25%) of the labor and materials total cost. PCSO reserves the right to withhold payment for services not rendered by the Proposer as set forth in the contract.

- 5.4.4 The Proposer shall provide required housekeeping, maintenance and sanitation service.
- 5.4.5 The Proposer shall provide an adequate inventory of table linens, employee uniforms, aprons, jackets, towels, bar swipes, pot holders, and such other related food service linens. The contactor shall be responsible for the laundry service, dry cleaning, repairing and maintaining an adequate inventory of these items. Selection of employee uniforms shall be mutually agreed upon by PCSO and the Proposer.
- 5.4.6 Disposal requirements shall be adhered to. PCSO shall be financially responsible for costs of removal of trash and garbage from food service and production operations to remote dumpsters. PCSO shall be responsible for the costs of removal of exterior trash from the facilities.
- 5.4.7 PCSO shall provide waste containers in sufficient quantity to maintain sanitary standards for trash disposal. PCS O shall provide trash bag liners as needed. Waste containers shall be kept in a clean and satisfactory condition at all times and emptied by the Proposer.
- 5.4.8 PCSO shall be responsible for the costs of first aid equipment and supplies in all production and service areas.
- 5.4.9 PCSO shall furnish and maintain fire extinguisher equipment and supplies including automatic hood extinguisher systems.

5.4.10 The Proposer is responsible for the periodic cleaning of hood ducts, plenums and related vents and fans. The Proposer shall be responsible for routine cleaning and maintenance of hoods and filters.

5.5 STATEMENTS, AUDITS, PAYMENTS AND BILLINGS

5.5.1 The Proposer shall submit to PCSO, at least monthly, an invoice for meals served at each facility to inmates of that facility. A breakdown of types of meals served, number of meals served, special meals, and partial day meals must be included. Specific counts for each day must be included. Snacks and nutrition supplements must be identified separately.

5.5.2 The Proposer's year-to-date reports shall correspond with PCSO's fiscal reporting period of January 1 through December 31. A month shall be a calendar month. A week shall run from Sunday through Saturday. Proposers with manual food service at more than one County facility shall provide period statements that are uniform for each type of service at each facility as nearly as possible as the terms of each contract specification permit.

5.5.3 Upon request of PCSO, the Proposer shall meet with PCSO and review each yearly operating statement, explain deviations, discuss problems and mutually agree on courses of action to improve the results of the required services included in the contract. Operating statement adjustments required as a result of review and/or audit shall be identified and reflected on the next period statement.

5.5.4 The Proposer shall retain all financial records and statements pertaining to the contract for a period of three (3) years from the close of each year's operation. All records pertaining to the operations of manual food service shall be readily available and open for inspection and/or audit by PCSO and USDA. Unresolved audits require retention of records for as long as necessary for resolution of issue raised by the audit.

PCSO's representative or selected auditors may annually or more often if deemed necessary, examine all financial and operational phases of the Proposer's services. Periodic reviews, conducted jointly by representatives of PCSO and the Proposer, shall be made to ensure that the staffing pattern, menu pricing structure and other phases of the operation are conducted in the most efficient manner. The purpose of the review is to ensure that PCSO is provided with quality, convenient food service, under sanitary and healthful conditions, at the most reasonable prices possible.

5.5.5 The taxes or costs described below which are applicable are components of the financial consideration of the contract.

- Payroll taxes for the contract's employees shall be paid by the Proposer to the appropriate Federal, State and Local authorities.
- Licenses and permits, such as health and food service permits, shall be paid by the Proposer to the appropriate County and Local authorities.

- All purchases of non-food supplies for use in the performance of the contract are subject to the State sales and use tax. Proposer shall pay the tax to the supplier or to the proper government agency.

5.5.6 Sales tax applies to all direct sales of meals to employees and visitors.

6.0 STANDARD TERMS AND CONDITIONS

- 6.1 Deviations and Exceptions – Deviations and exceptions from terms, conditions or specifications shall be described fully on the responder’s letterhead, signed and attached to the request. In the absence of such statement, the contract shall be accepted as in strict compliance with all terms, conditions and specifications and the Proposer shall be held liable.
- 6.2 Acceptance-Rejection – PCSO reserve the right to accept or reject any and all proposals, to waive any technicality in any proposal submitted, and to accept any part of a proposal deemed to be in the best interest of PCSO.
- 6.3 Applicable Law – The resulting contract shall be governed under the laws of South Dakota. The Proposer shall at all times comply with and observe all Federal, State and Local laws, ordinance and regulations that are in effect during the period of the contract and which in any manner affect the work or its conduct.
- 6.4 Public Records Access – It is the intention of PCSO to maintain an open and public process in the solicitation, submission, review and approval of procurement activities. Proposal openings are public unless otherwise specified.
- 6.5 Proprietary Information – Any restrictions on the use of data contained within a request must be clearly stated in the proposal itself. Proprietary information submitted in response to a request will be handled in accordance with applicable public records law. Proprietary restrictions normally are not accepted. However, when accepted, it is the Proposer’s responsibility to defend the determination in the event of an appeal or litigation.
- 6.6 Material Safety Data Sheet – If any item(s) resulting from this award is a hazardous chemical, as defined under 29CFR 1910.1200, the Proposer must provide one (1) copy of a Material Safety Data Sheet for each item to PCSO for approval prior to use, including reformulating chemicals.

6.7 Insurance - The Proposer shall bear the full and complete responsibility for all risk of damage or loss of equipment, products or money resulting from any cause whatsoever and shall not penalize PCSO for any losses incurred related to the contract.

Coverages and Minimum Limits

<u>Coverage</u>	<u>Minimum Limits</u>
Worker's Compensation	Statutory
Employer's Liability Coverage (B)	\$100,000/\$500,000/\$100,000
Commercial General Liability (CGL)	\$1,000,000
General Aggregate	\$1,000,000
Automobile Liability (including hired/non-owned)	
Combined Single Limit	\$500,000