**ATTACHMENT A**

**SOLICITATION NO. 1310004349**

This Solicitation is a Contract Document and is a request for proposal in connection with the Contract awarded by the Office of Management and Enterprise Services as more particularly described below. Any defined term used herein but not defined herein shall have the meaning ascribed in the General Terms or other Contract Document.

**Purpose**

The Contract is awarded on behalf of the Oklahoma Department of Corrections (ODOC) for the supplier to partner with the Oklahoma Correctional Industries (OCI) division within ODOC to operate and deliver a centralized and effective Statewide Canteen Services Operation. The purpose of this RFP is to solicit proposals for the ODOC Statewide Canteen Services Operation. The canteen services operation will consist of two components: a Bag and Drop Canteen Program and a Specialty Package Program.

Primarily, the ODOC desires to establish an agreement with one qualified supplier to provide offsite statewide canteen operation services utilizing ODOC/OCI facility and OCI staff and inmates.

Secondly, the ODOC is seeking alternative plans and cost proposals on providing statewide canteen operation services.

The centralized canteen operation will provide weekly services to approximately 17,000 state inmates incarcerated by ODOC through a bag and drop service and specialty package program utilizing inmates and staff provided by OCI. There will be a possible addition of over 6,500 inmates in other facilities that the specialty package program will be made available to. This partnership will be to provide items necessary for selected supplier to operate a canteen bag and drop and specialty package services business whose purpose is selling products and services to ODOC/OCI for the inmate population in state operated institutions. This will be a turnkey operation. Exhibit 1 provides a list of current ODOC locations that the operation will support. ODOC reserves the right to increase or decrease the number of locations during the contract period.

**Background**

ODOC currently operates 18 storefront canteens in state owned and operated facilities, utilizing approximately 40 employees for this operation across the state. Inmates are allowed to access canteen services at specific times based on housing unit or security level. Inmates submit their order, the order is filled by on-site canteen staff, and, once the inmate arrives at the canteen, the order is totaled, bagged, and delivered to the inmate. Inmates are allowed to purchase a varied assortment of products including, but not limited to, personal hygiene, pre-cooked/pre-packaged food, craft supplies and clothing. The canteen services operation system offers a tiered level of spending based on each inmate’s classification level, ranging from $20.00 - $80.00 per week. ODOC also offers Specialty Package Programs to all ODOC facilities on a semi-annual basis. These packages offer items that are not routinely available through the canteen operations. ODOC staff are also allowed to purchase items from the current canteen services operation.

All canteen operations are governed by ODOC policies, OP-120230 “Offender Banking System”, and OP-060107 “Systems of Incarceration”, OP-120701 “Employee and Inmate Welfare Fund” OP-030120 “Inmate Property”. Inmate fund accounts are currently managed by ODOC. These policies can be found at <https://oklahoma.gov/doc/organization/chief-of-operations/auditing-and-compliance/policies-and-procedures.html>. ODOC requests that each supplier become familiar with the policies governing the inmate funds and offender banking system.

ODOC’s current canteen program is a component of the Offender Banking System, a computerized system that integrates activities, processes, and transactions involving inmate trust accounts, restitution accounting, and canteen operations. Canteen activities such as sales, inventory, tax collection and expenditures are processed through the Offender Banking System. Oversight is maintained by local and agency canteen boards

Inmates may be assigned a canteen restriction as an allowable sanction for misconduct or based on restrictive housing custody levels.

Details of the scope of services and work to be provided by ODOC/OCI and the Supplier pursuant to the Contract are outlined below.

1. **Contract Term and Renewal Options**

The initial Contract term, which begins on the effective date of the Contract, is one year and there are nine (9) one-year options to renew the Contract, with renewal options at ODOC’s discretion unless specifically terminated by either party with a 90-day notice.

**2.** **Scope of Work**

The parties agree to the following terms in addition to obligations set forth in other Contract Documents. One location, William S. Key Community Center will be closing as of December 31, 2021. The inmate population of this location will be re-assigned to other locations. The numbers will need to be included; however, the location will be closed with no deliveries occurring at the current location listed.

2.1 One contract will be awarded to one supplier to provide support for weekly Canteen Bag and Drop Services along with a Specialty Package Program under which inmates, family members and friends may order pre-approved items from online store and printed catalogs for facilities listed on Exhibit 1. Supplier may provide additional Specialty Package purchase opportunities at the discretion of ODOC/OCI.

2.2. Supplier will install, implement, manage, fulfill, deliver, and maintain Canteen Bag and Drop Services and Specialty Package Program in compliance with applicable Federal and State laws, court orders, ACA Standards, and ODOC policies and procedures. This will be a turnkey operation. Please include in responding proposal the company’s said experience with compliance to such standards, laws, policies, and procedures.

2.3 Supplier shall maintain sufficient inventory of canteen products at selected warehouse to reduce shortages and back orders to a minimum. Items must be comparable to the items currently stocked in the canteen operations. (See Exhibit 2) Manufacturer’s names, brand names, information and/or catalog number listed in a specification are for information and not intended to limit competition. Supplier may offer any brand for which they are an authorized representative, and which meets or exceeds the specification for any item(s). Suppliers may also submit both generic and brand name products that are comparable. Submit with responding proposal the pricing for ODOC’s Top 100 Items. (See Exhibit 3) Canteen Sales for FY21 are included in Exhibit 4.

* + 1. Items sold to the inmate population must be within the guidelines as specified in OP-030120 “Inmate Property.”
		2. Supplier shall provide in responding proposal warranty information on products sold and the procedures for repair and/or replacement shall be outlined in the proposal.
		3. Supplier shall submit in the responding proposal how they will handle (purchase) the current inventory ODOC has on hand.
		4. Supplier shall identify items that are kosher and/or halal certified. These items will need to be clearly identified on the order forms.
	1. Technology Requirements

Supplier shall include in the responding proposal, how their company meets the technology requirements below and how their processes are in line with the requirements.

* + 1. Supplier shall have an online canteen system that is compatible with ODOC’s current offender banking system (OBS) programmed by Advanced Technology Group, Inc. (ATG) Include in the proposal experience and capability with using or interfacing with OBS and ATG. Any cost associated with the ability to use such systems will be negotiated between ATG and Supplier.
		2. Supplier shall allow ODOC inmates to order via tablet (Securus Technologies) and offer a viable alternative ordering solution. Supplier must indicate in their proposal narrative their process for accepting inmate orders and updating inmate accounts. In addition, offerors should indicate if there will be a separate charge for ordering using alternative methods, such as via telephone.
		3. Supplier shall be able to provide the application/software that is web based, utilize role-based access control and be NIEM conformant.  The application needs to share data with other ODOC applications on a near real time schedule and must be bi-directional.  The shared data should include, but not be limited to ODOC inmate ID number, inmate name, inmate location code, UPC number, item description, quantity purchased, total price purchased per item, transaction date, and information about any inmate that is on restriction. Data should be encrypted in transit and at rest.
		4. Supplier’s system shall be able to accommodate a 9-digit inmate identification number.
		5. Supplier shall provide, install, maintain, and upgrade as needed the network connectivity and bandwidth necessary to operate the canteen operation software and systems.
		6. Supplier shall provide a narrative in their response of the process of receiving order, processing of order, validating order and totals, verification of funds, along with a narrative of how purchase transactions will be deducted from inmates account balances. This will need to include supplier’s process of issuing refunds, returns, and credits.
		7. Supplier shall be able to provide standard weekly and monthly reports as determined by ODOC and selected supplier. Sample reports are to be included in the proposal.
		8. Supplier must provide and maintain all software and hardware necessary to accomplish the canteen services operation and specialty package program. Supplier to provide their solution to resolving hardware and software problems and the anticipated timeframe for resolution. Supplier will need to include hours of technical support provided to ODOC/OCI and inmates, to include after-hours, weekends, and holidays.
		9. Supplier will need to submit with their proposal, a plan outlining the process needed to be able to fill orders working with a “blind fill order” (no identifying inmate information on pick ticket) concept. Also include supplier’s capability to have a bar code on ticket to incorporate automated quality assurance.
		10. Supplier shall have the ability to provide a customized website specific to ODOC facilities, for inmates’ families and friends to place orders online. Identify in responding proposal a sample of website and what payment options are available.
		11. Supplier shall provide training required to OCI staff and inmates at no charge to ODOC/OCI. Training will be provided on-site. Submit with responding proposal supplier’s guide to training, what it will consist of and how many days/hours will be anticipated for training.
	1. Operating Warehouse, Bagging and Distribution Operation (Offsite)

* + 1. Supplier will receive ODOC canteen product shipments at the selected warehouse facility. Describe warehouse receiving process and procedures for the proposed contract. Facility must be climate-controlled, include dock, and provide cold and frozen storage, etc. Additional information to be included would be inspection for pests, fire marshal, insurance, and health department.
		2. ODOC/OCI warehouse facility is in Granite, OK-17,000 square feet **OR**

proposed supplier provided warehouse facility acceptable to ODOC/OCI. Describe proposed company provided warehouse facility in responding proposal to include drawings and/or layout of facility.

2.5.2.1 Include size of potential facility along with the location, security measures that are in place, and where items will be bagged and stored.

2.5.2.2 Any modifications to OCI building will be the responsibility of the awarded supplier.

* + 1. Supplier will provide all packaging and shipping materials for the successful operation of the Canteen Service Operation and Specialty Package Program.
		2. Supplier to include in responding proposal how notification of any damage to the deliverables is to be made along with the process of notification of unusable inventory items due to expiration dates. The process of how notification should be made to include incorrect or missing items.
		3. It is ODOC/OCI’s intent that the inventory will be on consignment basis, include in proposal your process of working with inventory on consignment.
		4. Supplier will need to provide a staffing plan specifically for the canteen services operation which would include the number of required positions.

2.5.6.1 Staffing plan will include inmate labor provided by OCI.

2.5.6.2 Staffing plan will include rate of pay for OCI staff and inmates.

2.5.6.3 Describe your dress code and uniform policy. Refer to ODOC dress code policy OP-110245 “Standards for Employee Personal Appearance” and OP-030501 “Personal hygiene and Appearance Code”. These policies can be found at <https://oklahoma.gov/doc/organization/chief-of-operations/auditing-and-compliance/policies-and-procedures.html>. ODOC requests that each supplier become familiar with the policies governing the dress and uniform policy.

2.5.6.4 Include in your response the ability to meet guidelines, policies, and laws along with experience working with inmate workforce.

* + 1. Supplier will provide a narrative of the process currently in place for maintaining a record (receipt) of each order and transaction. ODOC requires the receipt to include:
			1. Inmate/Offender name (First and Last)
			2. Inmate/Offender location
			3. Inmate/Offender ID number
			4. Items, quantities ordered, item selling price
			5. Total cost of transaction

2.5.7.6 An inmate/offender signature line

2.5.7.6.1 Supplier will need to include their capability of obtaining, maintaining, and storing electronic signature of inmate at the time of delivery.

2.5.7.6.2 Optional features to be discussed and implemented later would include upgrading to obtain fingerprint scans of the inmates at the time of delivery.

2.5.7.7 Inmate available balance after transaction

* + 1. Supplier will provide a narrative of the current process of delivery to facilities similar in size to the ODOC and how the delivery process would be implemented at ODOC. Include the hours, the guarantee of supplier and notification requirements of any changes due to security or weather.
		2. Items that shall not be permitted include:
			1. Glass
			2. Metal
			3. Aerosol
			4. Any product containing alcohol
			5. Other items as identified by ODOC/OCI and supplier
		3. Supplier will provide a narrative in the proposal of equipment to be provided necessary to meet food storage standard to accommodate refrigerated and frozen inventory in the warehouse facility. Include all fixtures as well. Include procedure in reference to unrepairable equipment, installation, maintenance of such, and upgrades. This may include but not limited to pallet jacks, forklifts, scanners, etc.
		4. Canteens for all ODOC facilities and other locations as added by ODOC/OCI will operate on a cashless system. Inmate canteen workers, ODOC, OCI staff will not be permitted to purchase items from the canteen operations. The inmate canteen workers will not be permitted to access or operate the inmate accounting system or operate computers outside of running cash registers if required by vendor proposal.
		5. The proposed supplier will adopt and have in place, within sixty 60 days of contract award, an emergency/disaster plan in the event of a disaster, either naturally occurring or manmade.

2.5.12.1 The plan will need to meet with the approval of ODOC. All proposed supplier staff shall be trained in their roles with context of this plan.

2.5.11.2 Supplier shall be solely responsible for all losses or damages to property.

* + 1. Supplier will provide the scope of services at no expense to the ODOC and will charge the inmates/offenders the negotiated retail amounts.

2.5.12.1 Pricing for all items must be agreed upon by the supplier, ODOC, and OCI.

2.5.12.2 Established prices shall remain constant for a period of one year, excluding postage. Future price increases will be negotiated with selected supplier and approved by OCI and/or ODOC. Supplier will have the ability to present a recommendation during the contract year based on manufacturer’s change in wholesale pricing. In the proposal, the supplier must propose which cost indices shall be used to justify annual increase. Supplier shall furnish figures at least ninety (90) days prior to expiration date of the contract. Adjustments in pricing must be in line with increases in the market and agreed upon by OCI and ODOC. If parties to the contract cannot agree on renewal terms, it is hereby understood that the contract may be terminated by ODOC.

2.5.12.3 Percentage Commission: Supplier shall issue a monthly payment to ODOC equal to 25% of the pre-taxed amount of gross monthly sales.

**3. Site Visits**

ODOC will provide an optional one time on-site visit to the Granite, OK facility 1700 East First Street **on November 2, 2021 at 10:00AM,** for suppliers committing to using ODOC/OCI facility at this location. Participating suppliers will need to send notification to the contracting officer at **Darlene.saltzman@omes.ok.gov on or before October 19, 2021,** to participate in the on-site visit due to processing of background checks on attendees. Information to include at a minimum:

* Full Legal Name
* Known Aliases
* Social Security Number
* Driver’s License Number, If Applicable
* Date of Birth
* Current Address

**4. Alternate Submissions**

Suppliers shall prepare a plan for Section 2 of this RFP and may submit an optional plan for canteen service operations.

4.1. The alternate scope of services may consist of a combination of section 2 and suppliers alternate.

4.2 The alternate scope of services shall provide solutions to the canteen services operation available to inmates within ODOC custody.

4.3 The alternate scope of services shall provide solutions not including using OCI staff and inmates.