

# REQUEST FOR PROPOSALS

**Commissary Services  
For  
Cowlitz County Corrections Department**



**Cowlitz County Corrections Department  
1935 1<sup>st</sup> Ave.  
Longview, Washington 98632  
(360) 577-3088**

DECEMBER 2014

Table of Contents

General Information and Instructions to Proposers

**I. General Terms and Conditions**.....3

    A. Invitation.....3

    B. Background.....4

    C. Proposal Due Date.....4

    D. Procurement Timetables.....5

    E. Contract Period.....5

    F. Rejection of Proposals.....5

    G. Award.....6

    H. Contract.....6

    I. Project Manager.....6

    J. Lobbying.....6

    K. Taxes, Licenses and Permits.....7

    L. Cooperative Purchasing.....7

    M. Public Disclosure.....7

    N. Errors and Omissions.....8

    O. Delay of an Award.....8

    P. Protest Procedure.....8

    Q. Proposal Package.....10

    R. Public Disclosure.....11

    S. Proposal Preparation Costs.....12

    T. Non Collusion.....12

    T. Proposal Evaluation and Contract Award Process.....12

**II. Commissary Services**.....14

    A. Objectives of RFP.....14

    B. Locations.....14

    C. Scope of Work and Commissary Service.....15

        1. Kiosks.....15

        2. Lobby Cashier.....15

    D. Order/Delivery.....15

    E. Contractor shall provide.....16

    F. Contractor will be responsible for the following.....16

    G. Deliverables/Reports.....17

    H. Other Contractor Requirements.....17

    I. Brand Names and Approved Equivalents.....17

    J. Bids Based on Equivalent products.....17

    K. Commission Rate.....18

    L. Hardware and Software.....18

    M. Optional Services.....19

    N. Software Capabilities.....20

    O. Sample Commissary Menu.....21

**III. Cost Proposal Form**.....22

**IV. Proposal Signature Sheet**.....23

**V. Standard Contract Terms and Conditions**.....25

**VI. Non Collusion Affidavit**.....34

**VII. Attachment A**.....35

**REQUEST FOR PROPOSALS**  
**Cowlitz County Corrections Department**  
**Commissary Services**

NOTICE IS HEREBY GIVEN that the Board of County Commissioners of Cowlitz County, Washington, will receive sealed proposals for Inmate Commissary Services for the Cowlitz County Correctional Facility.

Please be advised that sealed Proposals for, Inmate Commissary Services will be accepted by the Cowlitz County Board of Commissioners, 207 4<sup>th</sup> Avenue, Room 305, Kelso, Washington 98626, on or before Tuesday January 6<sup>th</sup> ,**2015**. All proposals submitted must be sealed and received by Cowlitz County no later than 11:00 A.M. PDT on the aforementioned date.

Proposals will be opened at 11:00 A.M. on January 6<sup>th</sup>, 2015, at the above address.

General instructions, proposal requirements and specifications for submitting proposals for Inmate Commissary Services can be obtained from:

Cowlitz County Corrections Department  
Chris Moses, Jail Captain  
1935 1<sup>st</sup> Ave.  
Longview, WA. 98632  
Telephone: (360) 577-3094 Extension 2212  
mosesc@co.cowlitz.wa.us

This RFP is being made available by electronic means and can be obtained online at [www.co.cowlitz.wa.us/cccd/](http://www.co.cowlitz.wa.us/cccd/) . If accepted by such means, the Proponent acknowledges and accepts full responsibility to insure that no changes are made to the RFP. In the event of conflict between a version of the RFP in the proponent's possession and the version maintained by CCCD, the version maintained by the CCCD shall govern.

You are required to email your business name, contact person, address, phone number, and fax number to Chris Moses, Jail Captain at [MosesC@co.cowlitz.wa.us](mailto:MosesC@co.cowlitz.wa.us) , to be placed on the proponent's list. Failure to do so will prevent you from receiving any addenda that are issued and deem you non-responsive.

A copy of the Request for Proposals is also on file with the Cowlitz County Clerk of the Board.

**Cowlitz County Corrections Department  
Commissary Service**

**I. General Terms and Conditions:**

**A. Background:**

The Cowlitz County Corrections Department is made up of two facilities located across the street from each other. The vendor will be required to provide commissary services for the Main Jail (Jail Annex). I. The 3<sup>rd</sup> Floor Jail currently houses no inmates. If the County was to reopen the 3<sup>rd</sup> floor jail the vendor would be required to provide comparable commissary services at this location in addition to services provided at the Jail Annex.

The Jail Annex, for 2013, averaged a daily population of 277 inmates.

The Jail Annex has a bed capacity of 356.

**B. Proposal Due Date:**

**One (1) unbound original, one electronic copy (CD or Flash Drive), and three (3) copies of the proposal will be submitted to:**

Board of Cowlitz County Commissioners  
Attn: Tiffany Ostreim, Clerk of the Board  
207 4<sup>th</sup> Ave  
Room 305  
Kelso, WA 98626

**Proposals shall be sealed and clearly marked on the package cover with the Proposal Title and Company name, and must be received prior to 11:00 A.M.PDT, on January 6<sup>th</sup>, 2015 at the address set forth above. Proposals received after the proposal due date and time will not be accepted; no exceptions will be made. Proposals received with insufficient duplicates cannot be properly disseminated for reviews and may not be accepted.**

**C. Procurement Timetables:**

The following projected timetable should be used as a working guide for planning purposes. Cowlitz County reserves the right to adjust this timetable during the course of the RFP process.

<b>Event:</b>	<b>Date:</b>
Issue RFP	Dec 3, 2014
<b>Proposals received by Cowlitz County</b> <b>11:00 A.M.</b>	<b>Jan 6, 2015</b>
Proposals Opened	Jan 6, 2015
Evaluation & Review Committee Evaluation of Proposals 2015	Jan 13-15,
Demonstrations (if deemed necessary) 2015	Jan 19-20,
Evaluation & Review Committee Recommendations	Jan 27, 2015
Award RFP Jan 27, 2015	On or before
Contract negotiation and Completion Feb 3, 2015	On or before

**D. Contract Period:**

The initial term of this Contract will be through December, 31, 2016, unless sooner terminated pursuant to the terms of the Contract or by law or unless renewed as set forth herein upon mutual agreement. Upon mutual agreement, the Contract may be renewed for up to three (3) additional one (1) year periods as may be in the best interests of the parties.

**E. Rejection of Proposals:**

Cowlitz County reserves the right to reject any or all proposals, to waive any informality in the proposal and to accept the proposal that, in the opinion of Cowlitz County, is in the best interests of the Cowlitz County Corrections Department. This request for proposals does not commit Cowlitz County to pay any costs incurred in the preparation of a response to this request, or to procure or contract for services or supplies.

**F. Award:**

The award will not necessarily go to the proposal with the lowest price, but to the proposal that best demonstrates the ability to fulfill the requirements of the Request for Proposal and specifications.

**G. Contract:**

The successful contractor (hereinafter called "Contractor") shall execute an appropriate contract with Cowlitz County, which shall be subject to and incorporate by reference all Proposal documents including the Invitation, Conditions, Instructions, Addenda and Specifications.

**H. Project Manager:**

The Cowlitz County Corrections Director and/or designee shall be the Project Manager who shall act as the agent of Cowlitz County for the purpose of serving as the County's Contact person. Any written questions and written responses regarding the procurement will be submitted to the named party, below. This party is the only representative of the County who has the authority to respond to questions relative to the RFP. Any questions about this RFP must be referred to:

Captain Chris Moses  
1935 1<sup>st</sup> Ave.  
Longview, WA. 98632  
360-577-3088  
[MosesC@co.cowlitz.wa.us](mailto:MosesC@co.cowlitz.wa.us)

There will be NO mandatory pre-proposal meeting held for this RFP, Proposers wishing to tour the facility prior to the proposal due date may make arrangements by contacting Captain Chris Moses. A site tour is not mandatory. Any statements made at any site tour are not binding on the County unless confirmed by written addendum.

Upon the close of the proposal due date the County may, if deemed necessary, request a demonstration of contractors proposed services.

**I. Lobbying:**

All firms are hereby placed on formal notice that neither the members of the Cowlitz County Corrections Department, County Commissioners, nor any employees, staff members or consultants from Cowlitz County are to be lobbied, either individually or collectively, concerning this project. Firms and their agents who intend to submit proposals for this project are hereby placed on formal notice that they are not to contact the aforementioned for such purposes as holding meetings of introduction, meals, or meetings relating to the selection process outside of these specifically scheduled by Cowlitz County. Any such lobbying activities shall cause immediate disqualification for this project.

**J. Taxes, Licenses and Permits:**

1. The Contractor shall be responsible for payment of any and all taxes and for obtaining any necessary or required licenses, permits required by Federal, State, and local laws or ordinance.
  - a) In the event of any changes in the tax laws that would make sales tax not applicable, contractor agrees to adjust prices accordingly.

**K. Cooperative Purchasing:**

The Washington State Interlocal Cooperative Act RCW 39.34 provides that other governmental agencies may purchase goods and services on this solicitation or contract in accordance with the terms and prices indicated therein if all parties are willing.

**L. Public Disclosure:**

Proposals shall become the property of Cowlitz County. All proposals shall be deemed a public record as defined in RCW 42.56 "Public Records." Any proposal containing language which copyrights the proposal, declares the entire proposal to be confidential, declares that the document is the exclusive property of the Vendor, or is any way contrary to state public disclosure laws or this RFP will be declared non responsive and removed from consideration. Any information in the proposal that the successful Vendor desires to claim as proprietary and exempt from disclosure under the provisions of RCW 42.56 must be clearly designated as described in Section "Proprietary Information". The particular exception from disclosure upon which the Vendor is making the claim and the RFP page it is found on must be identified. Cowlitz County has the right to reject or accept assertions of proprietary information.

RFP's are not dis-closable prior to release to potential respondents. With the exception of lists of prospective Vendors, Cowlitz County will not disclose RFP records until execution of the contract(s). At that time, all information about the competitive procurement is dis-closable with the exception of:

1. Proprietary/confidential portion(s) of the successful proposal(s), until the Vendor has an adequate opportunity to seek a court order preventing disclosure.
2. Cowlitz County will consider a Vendor's request for exemption from disclosure; however, Cowlitz County will make a decision predicated upon RCW 42.56.

**M. Errors and Omissions:**

The County reserves the right to correct obvious ambiguities and errors in the Bidder's proposal and to waive non-material irregularities and/or omissions. In this regard, if the unit price does not compute to the extended total price, the unit price shall govern.

**N. Delay of an Award:**

If, after bid/quote opening, administration problems threaten to delay award beyond the bidder's acceptance period, bidders shall be requested to extend the bid/quote acceptance period. This request must be made and confirmed in writing prior to the expiration date of their bids/quotes (with consent of sureties, if any) to avoid the need to re-advertise.

**O. Protest Procedure:**

Any protest must be made in writing, signed by the protestor, and state that the vendor is submitting a formal protest. The protest shall be filed with the Cowlitz County Corrections Director at 1935 1<sup>st</sup> Ave. Longview, WA. 98632 faxed or emailed to [FoxHightM@co.cowlitz.wa.us](mailto:FoxHightM@co.cowlitz.wa.us). The protest shall clearly state the specific factual and legal ground(s) for the protest, and a description of the relief or corrective action being requested.

1. **Protests before award** shall be filed five (5) days before the solicitation due date, and
2. **Protests after the award** shall be filed five (5) days after Award Announcement (see below for details). The following steps shall be taken in an attempt to resolve the protest with the vendor:



- a) **Step I** Project Manager and Department Director will try resolving matter with protester. All available facts will be considered and the Director shall issue a decision. This decision shall be delivered in writing to the protesting vendor.
- b) **Step II** If still unresolved, within three (3) business days after receipt, the protest may be appealed to the Board of County Commissioners. The Board of County Commissioners shall make a determination in writing to the vendor.

3. **Grounds for Protest:**

- a) Only protests stipulating an issue of fact concerning the following subjects shall be considered:
  - (1) A matter of bias, discrimination, conflict of interest;
  - (2) Solicitation unduly constrains competition or contains inadequate or improper criteria;
  - (3) Errors in computing score;
  - (4) Non-compliance with procedures described in the solicitation or County Policy.

4. **Protest Determination:**

- a) Each review and determination of the protest shall issue a decision that either:
  - (1) Finds the protest lacking in merit and upholds the award; or
  - (2) Finds only technical or harmless errors in the acquisition process and determines the County to be in substantial compliance and therefore reject the protest; or
  - (3) Finds merit in the protest and provides options for correction, including, but not limited to, correcting the errors and re-evaluating the bids, reissuing the bid to begin a new process, or entering in to a contract that remedies the protest finding; or
  - (4) Makes other findings and determines other courses of action as appropriate.

5. **Timeframe:**

Only protests and complaints received within the required timeframe for protest action are accepted for consideration.

6. **Award Announcement:**

Cowlitz County Corrections shall announce the successful bidder via e-mail or regular mail. Once the announcement is released by the County, the protest time frame begins. The timeframe is not based upon when the vendor received the information, but rather when the announcement is issued by the County. Though every effort will be made by the County to distribute the announcement to the interested vendors, the County is not responsible to assure that vendors receive the announcement. It is the responsibility of the vendors to obtain the announcement from the County.

**7. Award Regardless of Protest:**

- a) When a written protest against making an award is received, the award shall not be made until the matter is resolved, unless the County determines that one of the following applies:
  - (1) The supplies or services to be contracted for are urgently required;
  - (2) Delivery or performance will be unduly delayed by failure to make award promptly;
  - (3) A prompt award will otherwise be advantageous to the County.
- 8. If the award is made, the file must be documented to explain the basis for the award. Written notice of the decision to proceed shall be sent to the protester and others who may be concerned.
- 9. The County retains the right to enter into any contract and nothing herein shall be construed to limit that authority in any manner.

**P. Proposal Package:**

- 1. Proposals shall be submitted on forms provided with these specifications.
- 2. Proposals should be concise, and materials including various plans, proposals, and qualifications required to be submitted with offer shall be bound, (with the exception of one copy which will need to remain unbound), indexed, and shall contain the following:
  - a) **Transmittal Letter** - This letter is to be a brief letter, addressed to Cowlitz County, which provides the following information:
    - (1) Name and address of the vendor;
    - (2) Name, title and telephone number of the contact person for the vendor;

- (3) A statement that the proposal is in response to this RFP; and
- b) **Proposal Signature Sheet** - Including the signature, typed name and title of the individual who is authorized to commit the vendor to the proposal; and
- c) **Technical Proposal** - This portion of the proposal must address each item listed below:
  - (1) Introduction
  - (2) Company Profile
    - (a) Corporate background and depth of support, including description of parent company, if any.
    - (b) Number of employees
    - (c) Number of years doing business
  - (3) Provide a resume that includes a list of all jails the vendor has contracted with in the last five years, including the jail size and contact information. Submission of a proposal gives the County the right to contact any or all of the jails the vendor has contracted with. The contact information
    - (a) The agency name work was performed for
    - (b) The name of a contact person familiar with the vendor
    - (c) The telephone number of the contact person
    - (d) The address of the jail
    - (e) The date the vendor started
    - (f) Whether or not the contract is still in effect
    - (g) If the contract is no longer in place, the circumstance that led to the expiration or termination of the contract and the date on which the contract ended
  - (4) Corporate and regional office organizational structure.
  - (5) Staff Recruiting, Motivation and Training Plans.
    - (a) Qualification or Resumes of Key Personnel

**Q. Public Disclosure:**

Proposals shall become the property of Cowlitz County. All proposals shall be deemed a public record as defined in RCW 42.56 "Public Records." Any proposal containing language which copyrights the proposal, declares the entire proposal to be confidential, declares that the document is the exclusive property of the Vendor, or is any way contrary to state public disclosure laws or this RFP will be declared non responsive and removed from consideration. Any information in the proposal that the successful

Vendor desires to claim as proprietary and exempt from disclosure under the provisions of RCW 42.56 must be clearly designated as described in Section "Proprietary Information". The particular exception from disclosure upon which the Vendor is making the claim and the RFP page it is found on must be identified. Cowlitz County has the right to reject or accept assertions of proprietary information.

RFP's are not dis-closable prior to release to potential respondents. With the exception of lists of prospective Vendors, Cowlitz County will not disclose RFP records until execution of the contract(s). At that time, all information about the competitive procurement is dis-closable with the exception of:

1. Proprietary/confidential portion(s) of the successful proposal(s), until the Vendor has an adequate opportunity to seek a court order preventing disclosure.
2. Cowlitz County will consider a Vendor's request for exemption from disclosure; however, Cowlitz County will make a decision predicated upon RCW 42.56.

**R. Proposal Preparation Costs**

The vendor is responsible for any costs associated with the development, preparation, transmittal, and submission of any proposal or material submitted in response to the RFP. Cowlitz County assumes no contractual or other obligations as a result of the issuance of this RFP, the preparation or submission of a proposal by a respondent, the evaluation of the proposal, or the selection of any respondent for further negotiations.

**S. Non Collusion Affidavit**

All vendors must sign a Non-Collusion affidavit as provided in this RFP (page 36). This must be signed by an authorized representative of the vendor's company having the authority to legally bind the vendor.

**T. Proposal Evaluation and Contract Award Process:**

1. Proposals will be evaluated by a committee made up of, but not limited to:
  - 1) Director, Cowlitz County Corrections Department
  - 2) Captain, Cowlitz County Corrections Department
  - 3) Purchasing Manager, Cowlitz County
  - 4) Civil Attorney, Cowlitz County

2. The Final selection will be based on the evaluation of proposals, unless it is deemed necessary by the committee to conduct interviews of closely scored respondents. The respondent determined best qualified to perform the services requested will be awarded a contract.
3. Each response shall be evaluated to determine if the respondent meets the qualification criteria of the solicitation and if the technical specifications in the response meet the minimum requirements. Cowlitz County reserves the right to contact respondents to clarify any technical specification in the response.
4. The responses to the RFP will be evaluated for content based on the vendor's qualifications (i.e. organization's history and background), the vendor's financial capability to perform the requirements outlined in the RFP, the merits of its proposed program of services and proposed personnel related to the delivery of commissary services (technical specifications) and the vendors stated commission rate associated with their response.
5. The evaluation Committee will evaluate proposals based on the following criteria. A maximum score of 100 points will be used to evaluate proposers. Each of the following elements shall have the stated maximum point value.

Item #	Description	Points
1.	The merits of vendors services and proposed technology	25
3.	Commission Rate	25
4.	Professional references, experience of the vendor and company officials for the services required	25
5.	The financial stability of the vendor	10
6.	Responsiveness to this RFP	15
	TOTAL	100

6. The ultimate award, when made, will be awarded to the vendor determined by the County, in its sole discretion, to have submitted the best proposal, taking into consideration the vendor's qualifications,

proposed program of services and the cost thereof. The County reserves the unqualified right to award this contract to other than the vendor with the lowest priced proposal, namely: County reserves the right to make award by items, groups, classes, or items as a whole (or not at all) in whichever is deemed to be in the best interest of the County.

7. In addition, the County may elect to negotiate specifications, terms, and conditions, with one or more of the vendors receiving favorable consideration, all at the sole discretion of the County.

## **II. Commissary Services**

The intent of this Request for Proposal (RFP) is to search for qualified vendors who are interested in providing inmate commissary services for all Cowlitz County Corrections Department facilities on a guaranteed minimum Commission Rate of 30%.

### **A. Objectives of RFP:**

1. This RFP contains, in general terms, the overall objectives of the Cowlitz County Corrections Department in obtaining the services of a Commissary Services Vendor. While an attempt is made to describe the general expectations of the county officials and the anticipated work to perform, the county officials and proposing vendors may need to define a more specific scope of work. If it becomes necessary to revise any part of this RFP, written amendments will be provided to all potential contractors.
2. Each vendor providing a proposal for consideration by county officials is responsible for obtaining information on the conditions and restrictions involved in meeting the obligations and providing the services as set forth in this RFP. The failure or omission of a vendor to obtain adequate information will in no way relieve the contractor of any obligation with respect to this RFP or to an associated contract.

### **B. Locations:**

1. Main Jail (Annex), located at 1935 1<sup>st</sup> Ave, Longview, WA. 98632
2. 3<sup>rd</sup> floor jail (not occupied), located at 312 SW First Ave, Kelso, WA. 98626

**C. Scope of Work and Commissary Service:**

1. **Kiosks:** The successful bidder shall provide a sufficient number of kiosks in each inmate housing pod for ordering commissary, providing balance inquiries, filing grievances and other departmental documents at no cost to Cowlitz County. It shall also be the responsibility of the successful contractor to provide cabling or wireless network along with electrical connections as designated by Cowlitz County. The successful contractor will abide by all laws and regulations set by the State of Washington Labor and Industries, including but limited to those that govern prevailing wages.
2. **Self Service Lobby Cashier:** Cowlitz County seeks a system that accepts cash, credit and debit card transactions for account deposits. The system would need to satisfy the approval of the Cowlitz County Information Technology Department and at no cost to Cowlitz County The system must provide the following:
  - a) Acceptance of Cash, Credit, and Debit Cards;
  - b) Real Time Account Validation;
  - c) On-Site Deposit Funding;
  - d) Immediate Availability of Funds;
  - e) On Demand Reporting;
  - f) Allows Funding for all Types of Accounts or Personal Bail or Bonds;
  - g) Self-Funding at Time of Booking;
  - h) PDPC & PCI Compliant
  - i) Easy Setup with No Hardware Fees;
  - j) User-Friendly ATM-Style interface;
  - k) Additional cashier in the booking area that accepts cash and coins with no fees accessed to the County or Inmates.
  - l) The Lobby Cashier must accept payments toward bail, and contain a stationary camera which takes pictures of depositor that can be accessed at a later date.
  - m) The device must be fully integrated with the vendor's own resident banking software, and transactions posted in "real time". The fee for transactions must be set at a reasonable price.

**D. Orders/Delivery:**

1. The Contractor shall collect individual commissary orders once a week and deliver the Department filled individual orders on Wednesday.

2. Pickup and delivery shall be to the Main Jail (Annex), located at 1935 1<sup>st</sup> Ave. Longview, WA. 98632. .

**E. Contractor shall provide:**

1. Commissary orders, which will be delivered to the inmates by Cowlitz County Employees. Individual orders must be delivered in clear sealed plastic bags;
2. Contractor shall provide name brand, quality products, which will be recognizable by a jail population at regular retail prices;
3. Contractor shall provide a system, which produces a receipt on each and every transaction, including deposits placed on the lobby kiosk.
4. All food and beverage products sold and delivered to the Department must be delivered for consumption prior to the expiration date, when so dated;

**F. Contractor will be responsible for the following:**

1. Checking off inmates names from the commissary distribution list.
2. Ensuring all products ordered by inmates are delivered to the proper location.
3. Providing an approved commissary order form to receive orders from inmates and using the listed prices shown on the order form;
4. Adhering to the agreed upon delivery dates and times;
5. Operation and maintenance of computer hardware and software for a computerized inmate account system;
6. Providing all necessary maintenance, services, and costs associated with kiosks and cashier's.
7. Verification of inmate fund balances;
8. Accurate and complete records of all commissary activity and balances of individual inmate accounts using a system approved by the Cowlitz County Corrections Department.



**G. Deliverables/Reports:** The Contractor shall provide the following:

1. Contractor shall maintain and provide to CCCD the completed commissary order form in duplicate. The Cowlitz County Corrections Department will ensure that the order form is signed by the inmate.
2. Contractor shall make a product sales and price list available to the CCCD at the start of the contract. The Director and/or designee shall approve any changes to the product and price list.
3. A monthly sales report shall be provided to CCCD each month for the previous month's activity. Reports must be available in an electronic format that can be stored, printed, and electronically transmitted.

**H. Other Contractor Requirements:**

1. The Contractor and its employees will follow all CCCD regulations, rules, and standards.
2. The Contractor at no cost to Cowlitz County will provide integration to CCCD'S Jail Management system with the Contractor's commissary system.
3. The Contractor at no cost to Cowlitz County must be able to integrate with the phone provider. Our current phone provider is Securus and phone time will be purchased through commissary orders.

**I. Brand Names and Approved Equivalents:**

Any references to manufacturers, trade names, brand names and/or catalog numbers are intended to be descriptive, but not restrictive, unless otherwise stated, and are intended to indicate the quality level desired. Bidders may offer any equivalent product that meets or exceeds the specifications.

**J. Bids based on equivalent products must be:**

1. Clearly describe the alternate offered and indicate how it differs from the product specified; and,
2. Include complete descriptive literature and/or specifications as proof that the proposed alternate will be equal to or better than the product named in this bid.

3. The County reserves the right to be the sole judge of what is equal and acceptable and may require Bidder to provide additional information and/or samples.
4. If Bidder does not specify otherwise, it is understood that the referenced brand will be supplied.

**Commission Rate:**

All Proposals shall specify a Commission rate set forth at a guaranteed minimum rate of 30%. Commission rate as quoted will remain firm for the term of any contract that may be awarded as a result of this RFP.

**K. Hardware and Software:**

1. During the term of this agreement, the successful vendors shall supply Cowlitz County with such computer equipment and software to enable Cowlitz County and its inmates to access the Vendor's Commissary Network to account for inmate welfare funds maintained by Cowlitz County and effect purchases by inmates from commissary supplies by the vendor.
2. During the term of this agreement, such hardware will be installed and maintained by the vendor shall remain the sole property of Cowlitz County.
3. All systems must be brand new equipment.
4. At the termination of this agreement, all such computer hardware and software shall be returned by Cowlitz County to the vendor in the same condition, reasonable wear and tear excepted, as existed at the time the equipment was installed.
5. Warranty and Maintenance
  - a) All equipment, including software, provided by the vendor shall be warranted and maintained by the vendor for the extent of the contract.
  - b) The vendor shall be responsible for providing adequate on-site training for the County employees on the proper use of the

Vendor's software & equipment. On-going training must be provided by the Vendor as needed. The Vendor shall submit a training schedule that must include training staff to be on site for a minimum of five (5) days upon completion and implementation of the vendors equipment. All training will be the sole responsibility of the Vendor.

- c) The vendor shall provide on-line user manuals on all desktops utilizing the vendor's software.
  - d) All information entered into the vendor's software during the extent of the contract is the property of Cowlitz County. Upon completion of the commissary contract, the vendor will provide, in comma delimited format and at the County's approval, all inmate and jail information.
  - e) Vendor must have a 24 hour helpdesk staffed by the vendors employees. Vendor must provide said number in their response to this section and the staff assigned to monitor the helpdesk.
  - f) The vendor shall provide on-site next day hardware or software server support and service if necessary.
6. The vendor must provide a detailed plan for conversion of the currently installed banking system to their proposed commissary and banking system. This implementation plan must include all tasks required by both the County and the vendor, covering the period from notification of contract award through the installation, testing and implementation of all components of the proposed system. The plan must include, at a minimum, tasks such as installation of equipment, software, testing, and implementation.
7. System installation shall be considered complete only when, with the system in place, a full set of tests has been conducted jointly by the successful vendor and Cowlitz County which demonstrates that all hardware and software components are functioning, individually and collectively, in accordance with the contract.

**L. Optional Services:**

1. In addition to the "required services" listed, the Cowlitz County Corrections Department has an interest in any options that reduce the level of time required of operational staff. These options may include

software/hardware tools and/or procedural changes that automate and simplify various staff-intensive processes.

**M. Software Capabilities:**

The software provided must be Windows based with a site license, Inmate Management and Trust Fund accounting system with multiple levels of security. The Contractors software shall be required to remain compatible with future Windows releases. At a minimum the software must have the following features:

1. Resident controls - Intake/Release software must maintain records of inmates to be entered with booking number, name, all vital statistics available, initial deposit, housing assignment, spending limit and any additional comments that need to be addressed.
2. Integrated accounting, point-of-sales and inventory control functionality;
3. System must interface with JMS system. CCCD currently uses an in-house system.
4. Detailed offender account audits trails;
5. Flexible reporting capabilities;
6. Electronic signature verification;
7. Automatic recovery feature that applies to incoming funds to pay debt.
8. Banking features - Records deposits, withdraws refunds, purchases, and closeout of inmate accounts. Allows us to add own transaction at a site level (i.e. haircuts, Indigent supplies, and medical visits). Each transaction entered will create and print a receipt and be tracked in all reports for accounting purposes.
9. Check writing - Includes a check register, works with either computer generated or bank issued check numbers, continuous form or single checks. Checks can be used for third party or closing out inmate accounts. The check registry creates a listing of all checks.

10. Order entry: For processing inmate orders. The inmate's current balance needs to display on the same screen. Order numbers must be automatically assigned to each individual order for further tracking as well as provide the date of the order.
11. Closing accounts - Close out function must include a function, which will print out a complete transaction history as a receipt disclosing all transactions with amounts, and dates the departing inmate has incurred since being incarcerated. The report must show the total fund additions, debits, and credits for commissary purchases, total draws, and net balance due the inmate and allow him to be paid by check, cash or combination.
12. Tracking inmates: Software must have the ability to reassign cell location as well as facility changes as the inmate is moved.
  - a) System must also have the ability to search for the individual inmate by last name and/or master file number.
13. Security: System must require an Officer's ID and password in order to gain entry into the system.
  - a) All transactions and entries must be tracked by ID and password.
14. Cost Recovery: Program must call for an accurate on-line Inmate Trust Fund account balance; the system must call for the collection of a percentage of the incoming deposits and automatically take 100% of remaining funds and apply to recoverable charges before releasing an inmate.
15. Reports;
  - a) Daily balance report;
  - b) Summary report;
  - c) Inmate reports;
  - d) Show funds;
  - e) List transactions;
  - f) Total sales;
  - g) Indigent totals;
  - h) Indigent tracking

**N. Sample Commissary Menu:**

All proposals shall include a sample commissary menu including the cost for items offered, **including** all applicable taxes, insurance or other charges. In the event of any changes in the tax laws that would make sales tax not

applicable, the Contractor agrees to adjust prices accordingly. (Please see attachment A for this purpose.)

### **III. Cost Proposal Forms (See Attachment A)**

1. Pricing is provided for evaluation purposes. If items in the list are not available the bidder may propose an alternate equivalent of the item and include package size, brand name, and price of each alternate product to be supplied.
2. All prices are to be F.O.B. destination. Any freight/delivery charges are to be included.
3. All prices quoted shall be in United States dollars and "whole cent," no cent fractions shall be used.
4. Price quotes shall include any and all payment incentives available to the County.
5. The CCCD Commissary Menu currently includes food/beverage products and personal care/miscellaneous products. Attachment A contains a current listing of products sold.
6. Proposals must include a completed Attachment A that indicates the availability and proposed price for each product shown. (Note: Unit prices must be comparable to those found at Cowlitz County area convenience store locations for the same or similar items.)
7. Products that are unavailable or that are provided for through a comparable substitute must be specifically noted. An explanation must be provided on a separate sheet for each substitute.
8. The table must also include the estimated revenue from each product and the Commission that will be retained by the CCCD (based on the proposed Commission Rate of not less than 30%). An electronic copy, as well as the hard copy, containing the completed worksheet must be submitted with the proposal.
9. Proposers may inquire about obtaining the electronic copy of Attachment A to assist with facilitating the data entry.

#### IV. PROPOSAL SIGNATURE SHEET

TO: Captain Chris Moses  
Project Manager  
1935 1<sup>st</sup> Ave  
Longview, Washington 98632

The undersigned hereby certifies that he / she has read the requirements and specifications for Commissary Service for the Cowlitz County Corrections Department, and thoroughly understands the same and purpose as follows:

To provide Commissary Service for inmates at all Cowlitz County Corrections Department Facilities as listed in this RFP.

Bidding under the name of: \_\_\_\_\_

Federal Employee Identification Number \_\_\_\_\_  
which is (Check one of the following):

- Corporation, incorporated under the laws of the State of: \_\_\_\_\_ \*
- Partnership, consisting of (List Partners) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Assumed Name (Register No.) \_\_\_\_\_

Individual

**AUTHORIZED SIGNATURE:** \_\_\_\_\_

Printed or typed: \_\_\_\_\_

TITLE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

DATE: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_

EMAIL: \_\_\_\_\_

**Note:** If proposed contractor is a co-partnership, so state, giving the firm name under which business is transacted. If the Contractor is a corporation, its authorized official must execute this proposal. The above Proposal shall remain firm for (120) one hundred twenty days from Proposal opening date.

**COWLITZ COUNTY IS AN EQUAL OPPORTUNITY EMPLOYER AND ANY SUCCESSFUL CONTRACTOR MUST BE SO DEDICATED**

\*\*\*\*\*

When payment on such order or contract is to be directed to the same company at an address different from above, fill in the following address:

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The Contractor shall not assign this contract without the approval of the Cowlitz County Board of Commissioners.

**\* A detailed and certified financial statement shall be submitted by all corporations.**



## V. COWLITZ COUNTY STANDARD CONTRACT TERMS AND CONDITIONS

### STANDARD CONTRACTUAL TERMS AND CONDITIONS

1. Scope of Contractor's Services. The Contractor agrees to provide to the County services and any materials set forth in the project narrative identified as Attachment A during the agreement period. No material, labor, or facilities will be furnished by the County, except as provided for herein.
2. Accounting and Payment for Contractor Services. Payment to the Contractor for services rendered under this Agreement shall be as set forth in Attachment B. Unless specifically stated in Attachment B, the County will not reimburse the Contractor for any costs or expenses incurred by the Contractor in the performance of this contract.
3. Delegation and Subcontracting. Contractor's services are deemed personal and no portion of this contract may be delegated or subcontracted to any other individual, firm or entity without the express and prior written approval of the County Project Manager.
4. Independent Contractor. The Contractor's services shall be furnished by the Contractor as an independent contractor and nothing herein contained shall be construed to create a relationship of employer/employee or master/servant.

The Contractor acknowledges that the entire compensation for this Agreement is specified in Attachment B and the Contractor is not entitled to any county benefits including, but not limited to: vacation pay, holiday pay, sick leave pay, medical, dental or other insurance benefits, or any other rights or privileges afforded to Cowlitz County employees. The Contractor represents that it maintains a separate place of business, serves clients other than the County, will report all income and expense accrued under this contract with the Internal Revenue Service on a business tax schedule, and has a tax account with the State of Washington Department of Revenue for payment of all sales and use and Business and Occupation taxes collected by the State of Washington.

In the event that either the state or federal government determines that an employer/employee or master/servant relationship exists rather than an independent contractor relationship such that Cowlitz County is deemed responsible for federal withholding, social security contributions, workers compensation and the like, the Contractor agrees to reimburse Cowlitz County for any payments made or required to be made by Cowlitz County. Should any payments be due to the Contractor pursuant to this Agreement, the Contractor agrees that reimbursement may be made by deducting from such future payments a pro rata share of the amount to be reimbursed.

Notwithstanding any determination by the state or federal government that an employer/employee or master/servant relationship exists, the Contractor, its officers, employees and agents, shall not be entitled to any benefits which Cowlitz County provides to its employees.

5. No Guarantee of Employment. The performance of all or part of this contract by the Contractor shall not operate to vest any employment rights whatsoever and shall not be deemed to guarantee any employment of the Contractor or any employee of the Contractor or any subcontractor or any employee of any subcontractor by the County at the present time or in the future.
6. Regulations and Requirements. This Agreement shall be subject to all federal, state and local laws, rules, and regulations.
7. Right to Review. This contract is subject to review by any federal or state auditor. The County shall have the right to review and monitor the financial and service components of this program by whatever means are deemed expedient by the County Project Manager. Such review may occur with or without notice, and may include, but is not limited to, on-site inspection by County agents or employees, inspection of all records or other materials which the County deems pertinent to the Agreement and its performance, and any and all communications with or evaluations by service recipients under this Agreement. The Contractor shall preserve and maintain all financial records and records relating to the performance of work under this Agreement for three (3) years after contract termination, and shall make them available for such review, within Cowlitz County, State of Washington, upon request, during reasonable business hours.
8. Modifications. Either party may request changes in the Agreement. Any and all agreed modifications shall be in writing, signed by each of the parties.
9. Termination for Default. If the Contractor defaults by failing to perform any of the obligations of the contract or becomes insolvent or is declared bankrupt or makes an assignment for the benefit of creditors, the County may, by depositing written notice to the Contractor in the U.S. Mail, postage prepaid, terminate the contract, and at the County's option, obtain performance of the work elsewhere. If the contract is terminated for default, the Contractor shall not be entitled to receive any further payments under the contract. Any extra cost or damage to the County resulting from such default(s) shall be deducted from any money due or coming due to the Contractor. The Contractor agrees to bear any extra expenses incurred by the County in completing the work, including all increased costs for completing the work, and all damage sustained, or which may be sustained by the County by reason of such default.

If a notice of termination for default has been issued and it is later determined for any reason that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the Termination for Public Convenience paragraph hereof.

10. Termination for Public Convenience. The County may terminate the contract in whole or in part whenever the County determines, in its sole discretion that such termination is in the interests of the County. Whenever the contract is terminated in accordance with this paragraph, the Contractor shall be entitled to payment for actual work performed for completed items of work. An equitable adjustment in the contract price for partially completed items of work will be made, but such adjustment shall not include provision for loss of anticipated profit on deleted or uncompleted work. Termination of this contract by the County at any time during the term, whether for default or convenience, shall not constitute a breach of contract by the County.
11. Termination Due to Insufficient Funds. If sufficient funds for payment under this contract are not appropriated or allocated or are withdrawn, reduced, or otherwise limited, the County may terminate this contract upon thirty (30) days written notice

to the Contractor. No penalty or expense shall accrue to the County in the event this provision applies.

12. Termination Procedure. The following provisions apply in the event that this Agreement is terminated:

(a) The Contractor shall cease to perform any services required hereunder as of the effective date of termination and shall comply with all reasonable instructions contained in the notice of termination, if any.

(b) The Contractor shall provide the County with an accounting of authorized services provided through the effective date of termination.

(c) If the Agreement has been terminated for default, the County may withhold a sum from the final payment to the Contractor that the County determines necessary to protect itself against loss or liability.

13. Defense and Indemnity Agreement. The Contractor agrees to defend, indemnify and save harmless the County, its appointed and elected officers, agents and employees, from and against all loss or expense, including but not limited to claims, demands, actions, judgments, settlements, attorneys' fees and costs by reason of any and all claims and demands upon the County, its elected or appointed officials or employees for damages because of personal or bodily injury, including death at any time resulting therefrom, sustained by any person or persons and on account of damage to property including loss of use thereof, whether such injury to persons or damage to property is due to the negligence of the Contractor, his/her subcontractors, its successor or assigns, or its or their agent, servants, or employees, the County, its appointed or elected officers, employees or their agents, except only such injury or damage as shall have been occasioned by the sole negligence of the County, its appointed or elected officials or employees. It is further provided that no liability shall attach to the County by reason of entering into this contract, except as expressly provided herein.

The County agrees to defend, indemnify and save harmless the Contractor, its appointed and elected officers, agents and employees, from and against all loss or expense, including but not limited to claims, demands, actions, judgments, settlements, attorneys' fees and costs by reason of any and all claims and demands upon the Contractor, its elected or appointed officials or employees for damages because of personal or bodily injury, including death at any time resulting therefrom, sustained by any person or persons and on account of damage to property including loss of use thereof, whether such injury to persons or damage to property is due to the negligence of the County, its subcontractors, its successor or assigns, or its or their agent, servants, or employees, the Contractor, its appointed or elected officers, employees or their agents, except only such injury or damage as shall have been occasioned by the sole negligence of the Contractor, its appointed or elected officials or employees. It is further provided that no liability shall attach to the Contractor by reason of entering into this contract, except as expressly provided herein.

14. Industrial Insurance Waiver. With respect to the performance of this Agreement and as to claims against the County, its appointed and elected officers, agents and employees, the Contractor expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, as now or hereafter amended, for injuries to its employees and agrees that the obligations to indemnify, defend and hold harmless provided in this Agreement extend to any claim brought by or on behalf of any employee of the Contractor. Along with the other provisions

of this Agreement, this waiver is mutually negotiated by the parties to this Agreement.

15. Venue and Choice of Law. In the event that any litigation should arise concerning the construction or interpretation of any of the terms of this Agreement, the venue of such action shall be in the courts of the State of Washington in and for the County of Cowlitz. This Agreement shall be governed by the law of the State of Washington.
16. Withholding Payment. In the event the County Project Manager determines that the Contractor has failed to perform any obligation under this Agreement within the times set forth in this Agreement, then the County may withhold from amounts otherwise due and payable to Contractor the amount determined by the County as necessary to cure the default, until the County Project Manager determines that such failure to perform has been cured. Withholding under this clause shall not be deemed a breach entitling Contractor to termination or damages, provided that the County promptly gives notice in writing to the Contractor of the nature of the default or failure to perform, and in no case more than ten (10) days after it determines to withhold amounts otherwise due. A determination of the County Project Manager set forth in a notice to the Contractor of the action required and/or the amount required to cure any alleged failure to perform shall be deemed conclusive, except to the extent that the Contractor acts within the times and in strict accord with the provision of the Disputes clause of this Agreement. The County may act in accordance with any determination of the County Project Manager which has become conclusive under this clause, without prejudice to any other remedy under the Agreement, to take all or any of the following actions: (1) cure any failure or default, (2) to pay any amount so required to be paid and to charge the same to the account of the Contractor, (3) to set off any amount paid or incurred from amounts due or to become due the Contractor. In the event the Contractor obtains relief upon a claim under the Disputes clause, no penalty or damages shall accrue to the Contractor by reason of good faith withholding by the County under this clause.
17. Rights and Remedies. The duties and obligations imposed by this Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available bylaw.
18. Contractor Commitments, Warranties and Representations. Any written commitment received from the Contractor concerning this Agreement shall be binding upon the Contractor, unless otherwise specifically provided herein with reference to this paragraph. Failure of the Contractor to fulfill such a commitment shall render the Contractor liable for damages to the County. A commitment includes, but is not limited to any representation made prior to execution of this Agreement, whether or not incorporated elsewhere herein by reference, as to performance of services or equipment, prices or options for future acquisition to remain in effect for a fixed period, or warranties.
19. Patent/Copyright Infringement. Contractor will defend, indemnify and save harmless County, its appointed and elected officers, agents and employees from and against all loss or expense, including but not limited to claims, demands, actions, judgments, settlements, attorneys' fees and costs by reason of any and all claims and demands upon the County, its elected or appointed officials or employees for damages because of the Contractor's alleged infringement on any patent or copyright. The Contractor will pay those costs and damages attributable to any such claims that are finally awarded against the County, its appointed and elected officers, agents and employees in any action. Such defense and payments are conditioned upon the following:

- (a) That Contractor shall be notified promptly in writing by County of any notice of such claim.
- (b) Contractor shall have the right, hereunder, at its option and expense, to obtain for the County the right to continue using the information, in the event such claim of infringement, is made, provided no reduction in performance or loss results to the County.

20. Disputes:

- (a) General. Differences between the Contractor and the County, arising under and by virtue of the contract documents shall be brought to the attention of the County at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. The records, orders, rulings, instructions, and decision of the County Project Manager shall be final and conclusive thirty (30) days from the date of mailing unless the Contractor mails or otherwise furnishes to the County Project Manager a written notice of appeal. The notice of appeal shall include facts, law, and argument as to why the conclusions of the County Project Manager are in error.

In connection with any appeal under this clause, the Contractor and County shall have the opportunity to submit written materials and argument and to offer documentary evidence in support of the appeal. Oral argument and live testimony will not be permitted. The decision of the County Project Manager for the determination of such appeals shall be final and conclusive. Reviews of the appellate determination shall be brought in the Superior Court of Cowlitz County within fifteen (15) days of mailing of the written appellate determination. Pending final decision of the dispute, the Contractor shall proceed diligently with the performance of this Agreement and in accordance with the decision rendered.

- (b) Notice of Potential Claims. The Contractor shall not be entitled to additional compensation or to extension of time for (1) any act or failure to act by the County Project Manager or the County, or (2) the happening of any event or occurrence, unless the Contractor has given the County a written Notice of Potential Claim within ten (10) days of the commencement of the act, failure, or event giving rise to the claim, and before final payment by the County. The written Notice of Potential Claim shall set forth the reasons for which the Contractor believes additional compensation or extension of time is due, the nature of the cost involved, and insofar as possible, the amount of the potential claim. Contractor shall keep full and complete daily records of the work performed, labor and material used, and all costs and additional time claimed to be additional.
- (c) Detailed Claim. The Contractor shall not be entitled to claim any such additional compensation, or extension of time, unless within thirty (30) days of the accomplishment of the portion of the work from which the claim arose, and before final payment by the County, the Contractor has given the County a detailed written statement of each element of cost or other compensation requested and of all elements of additional time required, and copies of any supporting documents evidencing the amount or the extension of time claimed to be due.

21. Ownership of Items Produced. All writings, programs, data, art work, music, maps, charts, tables, illustrations, records or other written, graphic, analog or digital materials prepared by the Contractor and/or its consultants or subcontractors, in connection with the performance of this Agreement shall be the sole and absolute property of the County and constitute "work made for hire" as that phrase is used in federal and/or state intellectual property laws and Contractor and/or its agents shall have no ownership or use rights in the work.
22. Recovery of Payments to Contractor. The right of the Contractor to retain monies paid to it is contingent upon satisfactory performance of this Agreement, including the satisfactory completion of the project described in the Scope of Work (Attachment A). In the event that the Contractor fails, for any reason, to perform obligations required of it by this Agreement, the Contractor may, at the County Project Manager's sole discretion, be required to repay to the County all monies disbursed to the Contractor for those parts of the project that are rendered worthless in the opinion of the County Project Manager by such failure to perform.

Interest shall accrue at the rate of 12 percent (12%) per annum from the time the County Project Manager demands repayment of funds.

23. Project Approval. The extent and character of all work and services to be performed under this Agreement by the Contractor shall be subject to the review and approval of the County Project Manager. For purposes of this Agreement, the County Project Manager is:

Name: Chris Moses  
 Title: Captain  
 Department: Corrections  
 Address: 1935 1<sup>st</sup> Ave Longview WA, 98632  
 Telephone: 360-577-3088  
 E-mail: mosesc@co.cowlitz.wa.us

In the event there is a dispute with regard to the extent and character of the work to be done, the determination of the County Project Manager as to the extent and character of the work to be done shall govern subject to the Contractor's right to appeal that decision as provided herein.

24. Non-Discrimination. The Contractor shall not discriminate against any person on the basis of race, creed, political ideology, color, national origin, sex, marital status, sexual orientation, age, or the presence of any sensory, mental or physical handicap.
25. Subcontractors. In the event that the Contractor employs the use of any subcontractors, the contract between the Contractor and the subcontractor shall provide that the subcontractor is bound by the terms of this Agreement between the County and the Contractor. The Contractor shall insure that in all subcontracts entered into, County is named as an express third-party beneficiary of such contracts with full rights as such.
26. Third Party Beneficiaries. This agreement is intended for the benefit of the County and Contractor and not for the benefit of any third parties.

27. Standard of Care. The Contractor shall perform its duties hereunder in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession as Contractor currently practicing under similar circumstances. The Contractor shall, without additional compensation, correct those services not meeting such a standard.
28. Time is of the Essence. Time is of the essence in the performance of this contract unless a more specific time period is set forth in either the Special Terms and Conditions or Scope of Work.
29. Notice. Except as set forth elsewhere in the Agreement, for all purposes under this Agreement, except service of process, any notices shall be given by the Contractor to the County Project Manager. Notice to the Contractor for all purposes under this Agreement shall be given to the person executing the Agreement on behalf of the Contractor at the address identified on the signature page.
30. Severability. If any term or condition of this contract or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of this contract are declared severable.
31. Precedence. In the event of inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order:
  - (a) Applicable federal, state and local statutes, ordinances and regulations;
  - (b) Scope of Work and Compensation
  - (c) Special Terms and Conditions and
  - (d) General Conditions
32. Waiver. Waiver of any breach or condition of this contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this contract shall be held to be waived, modified or deleted except by an instrument, in writing, signed by the parties hereto.
33. Attorney Fees. In the event that litigation must be brought to enforce the terms of this agreement, the prevailing party shall be entitled to be paid reasonable attorney fees.
34. Construction. This agreement has been mutually reviewed and negotiated by the parties and should be given a fair and reasonable interpretation and should not be construed less favorably against either party.
35. Survival. Without being exclusive, Paragraphs 4, 7, 13-19, 21-22 and 30-35 of these General Conditions shall survive any termination, expiration or determination of invalidity of this Agreement in whole or in part. Any other Paragraphs of this Agreement which, by their sense and context, are intended to survive shall also survive.
36. Entire Agreement. This written contract represents the entire Agreement between the parties and supersedes any prior statements, discussions or understandings between the parties except as provided herein.

**SPECIAL TERMS AND CONDITIONS**

1. Reporting. The Contractor shall submit written progress reports to the County Project Manager as set forth below:

- With each request for payment.
- Monthly.
- Quarterly.
- Semi-annually.
- Annually.
- Project completion.
- Other (specify)

Progress reports shall include, at a minimum, the following: **To be determined during contract negotiation phase.**

Reports shall include any problems, delays or adverse conditions which will materially affect the Contractor's ability to meet project objectives or time schedules together with a statement of action taken or proposed to resolve the situation. Reports shall also include recommendations for changes to the Scope of Work, if any. Payments may be withheld if reports are not submitted.

2. Insurance. The Contractor shall maintain in full force and effect during the term of this Agreement, and until final acceptance of the work, public liability and property damage insurance with companies or through sources approved by the state insurance commissioner pursuant to RCW Title 48, as now or hereafter amended. The County, its appointed and elected officials, agents and employees, shall be specifically named as additional insureds in a policy with the same company which insures the Contractor or by endorsement to an existing policy or with a separate carrier approved pursuant to RCW Title 48, as now or hereafter amended, and the following coverages shall be provided:

- COMPREHENSIVE GENERAL LIABILITY:**
  - Bodily injury, including death. \$1,000,000  
per occurrence
  - Property damage \$1,000,000  
per occurrence
- ERRORS AND OMISSIONS or PROFESSIONAL**



LIABILITY with an Extended Reporting Period

Endorsement (two year tail). \$1,000,000  
per occurrence

WORKERS COMPENSATION: Statutory  
amount (title 51 wavier required)

AUTOMOBILE: coverage on owned, non-owned, rented and  
hired vehicles  
Bodily injury, liability, including death \$1,000,000  
per occurrence  
Property damage liability \$1,000,000  
per occurrence

If the Errors and Omissions or Professional Liability insurance obtained is an occurrence policy as opposed to a claims-made policy, the Extended Reporting Period Endorsement is not required.

Any such insurance carried by the Contractor shall be primary over any insurance carried by Cowlitz County and the Contractor shall ensure that such insurances is primary. The County shall have no obligation to report occurrences unless a claim or lawsuit is filed with it and the County has no obligation to pay any insurance premiums.

Evidence of primary insurance coverage shall be submitted to the County Project Manager within twenty (20) days of the execution of the Agreement. The Agreement shall be void ab initio if the proof of coverage is not timely supplied.

The coverage limits identified herein shall not limit the potential liability of the Contractor and the Contractor's duty to defend, indemnify and hold harmless shall apply to any liability beyond the scope of insurance coverage.

3. Liquidated Damages. For delays in timely completion of the work to be done or missed milestones of the work in progress, the Contractor shall be assessed two hundred and fifty Dollars (\$250) per day as liquidated damages and not as a penalty because the County finds it impractical to calculate the actual cost of delays. Liquidated damages will not be assessed for any days for which an extension of time has been granted. No deduction or payment of liquidated damages will, in any degree, release the Contractor from further obligations and liabilities to complete the entire project.

4. Other (specify)

**VI. Non-Collusion Affidavit**

**Cowlitz County Corrections Department  
Commissary Services  
Request for Proposal  
December 2014**

By submission of the Proposal, the Vendor certifies that:

- This proposal has been submitted, independently, without collusion with other Vendors or with any competitor or potential competitor.
- This proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of proposals for this project, to any other vendor, competitor or potential competitor.
- No attempt has been made to induce any other person, partnership or corporation to submit or not to submit a proposal.
- The person signing this affidavit certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and, under penalties of perjury, affirms the truth thereof, such penalties being applicable to the vendor as well as to the person signing on its behalf.

Signed: \_\_\_\_\_  
Printed: \_\_\_\_\_  
Title: \_\_\_\_\_  
Company Name: \_\_\_\_\_

MRSC note: Attachment A was provided to bidders as an Excel spreadsheet

**NOTE:** Proposed Price, Proposed Commission Rate, and Availability are to be completed by Proposer (Units are based on 2013 sales)

## ATTACHMENT A: Product List: Volume, Price, Revenue, & Commission Worksheet

	Estimated Units / Year	x	Proposed Unit Price	=	Estimated Revenue	x	Proposed Commissi on Rate	=	Estimated Commissi on To CCCD	Available? Yes, No, or Substitute
<i>Example Product</i>	500	x	<i>\$0.30</i>	=	<i>\$150.00</i>	x	<i>30%</i>	=	<i>\$45.00</i>	<i>Yes</i>
<b>BEVERAGES</b>										
TEA	257		\$0.00		\$0.00		30%		\$0.00	
COFFEE SINGLE SERVE	304		\$0.00		\$0.00		30%		\$0.00	
DECAF COFFEE SINGLE	41		\$0.00		\$0.00		30%		\$0.00	
COFFEE BAG 4 OZ	435		\$0.00		\$0.00		30%		\$0.00	
COCOA	2,511		\$0.00		\$0.00		30%		\$0.00	
SUN-UP DECAFE INST.	10		\$0.00		\$0.00		30%		\$0.00	
PREMIUM COFFEE 4 OZ	2,508		\$0.00		\$0.00		30%		\$0.00	
FRUIT PUNCH	66		\$0.00		\$0.00		30%		\$0.00	
LEMONADE MIX	211		\$0.00		\$0.00		30%		\$0.00	
GRAPE DRINK MIX	159		\$0.00		\$0.00		30%		\$0.00	
S.F. FRUIT PUNCH 10PK	41		\$0.00		\$0.00		30%		\$0.00	
S.F. TEA 10 PK	18		\$0.00		\$0.00		30%		\$0.00	
S.F. COCOA	231		\$0.00		\$0.00		30%		\$0.00	
CLASSIC COKE 20 OZ	2,547		\$0.00		\$0.00		30%		\$0.00	
BARQS ROOTBEER 20 OZ	659		\$0.00		\$0.00		30%		\$0.00	
SPRITE 20 OZ	486		\$0.00		\$0.00		30%		\$0.00	
FANTA ORANGE 20 OZ	449		\$0.00		\$0.00		30%		\$0.00	
FANTA STRAWBERRY 20 OZ	398		\$0.00		\$0.00		30%		\$0.00	
BOTTLED WATER 20 OZ	38		\$0.00		\$0.00		30%		\$0.00	
<b>TOTAL BEVERAGES</b>					<b>\$0.00</b>				<b>\$0.00</b>	
<b>CANDY</b>										
REESES PIECES 3.5 OZ	177		\$0.00		\$0.00		30%		\$0.00	
LARGE MILKY WAY	219		\$0.00		\$0.00		30%		\$0.00	
LARGE SNICKERS 3.29 OZ	415		\$0.00		\$0.00		30%		\$0.00	

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SNICKERS, KING SIZE	45	<b>\$0.00</b>	\$0.00	<b>30%</b>	\$0.00	
LARGE M&M'S	101	<b>\$0.00</b>	\$0.00	<b>30%</b>	\$0.00	
NESTLES CRUNCH	162	<b>\$0.00</b>	\$0.00	<b>30%</b>	\$0.00	
MILKY WAY 3.63 OZ	21	<b>\$0.00</b>	\$0.00	<b>30%</b>	\$0.00	
M&M PLAIN 3.14 OZ	26	<b>\$0.00</b>	\$0.00	<b>30%</b>	\$0.00	
M&M PEANUT 3.27 OZ	273	<b>\$0.00</b>	\$0.00	<b>30%</b>	\$0.00	
TWIX CARAMEL 3.35 OZ	225	<b>\$0.00</b>	\$0.00	<b>30%</b>	\$0.00	
WHOPPERS 2.75 OZ	72	<b>\$0.00</b>	\$0.00	<b>30%</b>	\$0.00	
REESES P/BUTTER CUP 2.1 OZ	191	<b>\$0.00</b>	\$0.00	<b>30%</b>	\$0.00	
KIT KAT 2.04 OZ	151	<b>\$0.00</b>	\$0.00	<b>30%</b>	\$0.00	
CHICK-O-STICK .7 OZ	638	<b>\$0.00</b>	\$0.00	<b>30%</b>	\$0.00	
RICE KRISPIE TREATS	57	<b>\$0.00</b>	\$0.00	<b>30%</b>	\$0.00	
HERSHEY W/ALMONDS 1.85 OZ	105	<b>\$0.00</b>	\$0.00	<b>30%</b>	\$0.00	
3 MUSKETEERS 3.28 OZ	88	<b>\$0.00</b>	\$0.00	<b>30%</b>	\$0.00	
JOLLY RANCHER ASSORT 4.0 OZ	608	<b>\$0.00</b>	\$0.00	<b>30%</b>	\$0.00	
FIRE JOLLY RANCHER 7 OZ	552	<b>\$0.00</b>	\$0.00	<b>30%</b>	\$0.00	
BUTTERSCOTCH BUTTONS 4 OZ	239	<b>\$0.00</b>	\$0.00	<b>30%</b>	\$0.00	
ROOTBEER BARRELS 4 OZ	227	<b>\$0.00</b>	\$0.00	<b>30%</b>	\$0.00	
S.F. WILD FRUIT ASSORTED 2.5 OZ	1	<b>\$0.00</b>	\$0.00	<b>30%</b>	\$0.00	
ATOMIC FIRE BALLS 4 OZ	310	<b>\$0.00</b>	\$0.00	<b>30%</b>	\$0.00	
S.F. JOLLY RANCHER ASSORTED 3.6 OZ	40	<b>\$0.00</b>	\$0.00	<b>30%</b>	\$0.00	
S.F. FRUIT DROPS	15	<b>\$0.00</b>	\$0.00	<b>30%</b>	\$0.00	
S.F. CINNAMON CANDY 2.75 OZ	5	<b>\$0.00</b>	\$0.00	<b>30%</b>	\$0.00	
S.F. BUTTERSCOTCH CANDY 2.75 OZ	18	<b>\$0.00</b>	\$0.00	<b>30%</b>	\$0.00	
HOT TAMALES 2.12 OZ	315	<b>\$0.00</b>	\$0.00	<b>30%</b>	\$0.00	
TWIZZLERS, STRAWBERRY 5 OZ	382	<b>\$0.00</b>	\$0.00	<b>30%</b>	\$0.00	
<b>TOTAL CANDY</b>			<b>\$0.00</b>		<b>\$0.00</b>	
<b>FOOD/SNACK ITEMS</b>						
FRITOS 2 OZ	325	<b>\$0.00</b>	\$0.00	<b>30%</b>	\$0.00	
CHEETOS 2 OZ	749	<b>\$0.00</b>	\$0.00	<b>30%</b>	\$0.00	
NACHO DORITOS 1.75 OZ	1,000	<b>\$0.00</b>	\$0.00	<b>30%</b>	\$0.00	
JALEPENO CHIPS	138	<b>\$0.00</b>	\$0.00	<b>30%</b>	\$0.00	

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FLAMIN HOT CHEETOS 2OZ	1,606	<b>\$0.00</b>	\$0.00	<b>30%</b>	\$0.00	
CORNUTS BQ 1.4 OZ	355	<b>\$0.00</b>	\$0.00	<b>30%</b>	\$0.00	
SNACK MIX 2.5 OZ	25	<b>\$0.00</b>	\$0.00	<b>30%</b>	\$0.00	
GARDETTOS	120	<b>\$0.00</b>	\$0.00	<b>30%</b>	\$0.00	
RG PRETZELS 2 OZ	104	<b>\$0.00</b>	\$0.00	<b>30%</b>	\$0.00	
SPICY PORK RHINDS 1 OZ	1,579	<b>\$0.00</b>	\$0.00	<b>30%</b>	\$0.00	
CHIPS JALAPENO 1.5 OZ	1,151	<b>\$0.00</b>	\$0.00	<b>30%</b>	\$0.00	
MAPLE SUGAR OATMEAL	136	<b>\$0.00</b>	\$0.00	<b>30%</b>	\$0.00	
OATMEAL MAPLE SUGAR	455	<b>\$0.00</b>	\$0.00	<b>30%</b>	\$0.00	
STRAWBERRY CEREAL BAR 1.3 OZ	41	<b>\$0.00</b>	\$0.00	<b>30%</b>	\$0.00	
JALAPENO PRETZLE BITS 2.25 OZ	1,862	<b>\$0.00</b>	\$0.00	<b>30%</b>	\$0.00	
CHOC/PB BUDDY BAR 3 OZ	119	<b>\$0.00</b>	\$0.00	<b>30%</b>	\$0.00	
CLUB CRACKERS 5.25 OZ	235	<b>\$0.00</b>	\$0.00	<b>30%</b>	\$0.00	
FLOUR TORTILLAS 15 OZ	1,319	<b>\$0.00</b>	\$0.00	<b>30%</b>	\$0.00	
CHO CHIP COOKIES 2 OZ	38	<b>\$0.00</b>	\$0.00	<b>30%</b>	\$0.00	
OATMEAL COOKIES 2.5 OZ	222	<b>\$0.00</b>	\$0.00	<b>30%</b>	\$0.00	
PEANUT BUTTER COOKIES 2.5 OZ	235	<b>\$0.00</b>	\$0.00	<b>30%</b>	\$0.00	
FUDGE BROWNIE 3.25 OZ	16	<b>\$0.00</b>	\$0.00	<b>30%</b>	\$0.00	
CHOCOLATE MOON PIE 2.75 OZ	81	<b>\$0.00</b>	\$0.00	<b>30%</b>	\$0.00	
RICE KRISPIES BAR 1.7 OZ	197	<b>\$0.00</b>	\$0.00	<b>30%</b>	\$0.00	
BROWNIE 3.25 OZ	297	<b>\$0.00</b>	\$0.00	<b>30%</b>	\$0.00	
DUPLEX COOKIES 13 OZ	1,506	<b>\$0.00</b>	\$0.00	<b>30%</b>	\$0.00	
BEEF STICK 1.44 OZ	64	<b>\$0.00</b>	\$0.00	<b>30%</b>	\$0.00	
YOGURT PRETZELS 2 OZ	12	<b>\$0.00</b>	\$0.00	<b>30%</b>	\$0.00	
TEXAS CINNAMON ROLL 4 OZ	384	<b>\$0.00</b>	\$0.00	<b>30%</b>	\$0.00	
JUMBO HONEY BUNS 5 OZ	1,115	<b>\$0.00</b>	\$0.00	<b>30%</b>	\$0.00	
PB CHO BUDDY BAR 3 OZ	230	<b>\$0.00</b>	\$0.00	<b>30%</b>	\$0.00	
CHOCOLATE CUPCAKES 4 OZ	846	<b>\$0.00</b>	\$0.00	<b>30%</b>	\$0.00	
POP TARTS 3.67 OZ	257	<b>\$0.00</b>	\$0.00	<b>30%</b>	\$0.00	
MINI DONUTS 3 OZ	290	<b>\$0.00</b>	\$0.00	<b>30%</b>	\$0.00	
CHEDDAR CHEEZ ITS 2 OZ	423	<b>\$0.00</b>	\$0.00	<b>30%</b>	\$0.00	
CHEDDAR CHEEZ-ITS 2 OZ	38	<b>\$0.00</b>	\$0.00	<b>30%</b>	\$0.00	
CHOC/VAN COOKIES 13 OZ	230	<b>\$0.00</b>	\$0.00	<b>30%</b>	\$0.00	
SWEET & SALTY TRAIL MIX 3.5 OZ	191	<b>\$0.00</b>	\$0.00	<b>30%</b>	\$0.00	

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STRAWBERRY FIG BARS 13 OZ	331	<b>\$0.00</b>	\$0.00	<b>30%</b>	\$0.00	
CARAMEL CHOC CHIP COOKIE 5.5 C	187	<b>\$0.00</b>	\$0.00	<b>30%</b>	\$0.00	
CRACKERS AND PB	33	<b>\$0.00</b>	\$0.00	<b>30%</b>	\$0.00	
CARAMEL CORN 3.5 OZ	362	<b>\$0.00</b>	\$0.00	<b>30%</b>	\$0.00	
LARGE BEEF STICK 1.25 OZ	409	<b>\$0.00</b>	\$0.00	<b>30%</b>	\$0.00	
KIPPERED BEEF STEAK 1 OZ	238	<b>\$0.00</b>	\$0.00	<b>30%</b>	\$0.00	
HOT BEEF STICK 1.44 OZ	104	<b>\$0.00</b>	\$0.00	<b>30%</b>	\$0.00	
BEEF STICK 1.125 OZ	112	<b>\$0.00</b>	\$0.00	<b>30%</b>	\$0.00	
BEEF STICK 1.125 OZ	25	<b>\$0.00</b>	\$0.00	<b>30%</b>	\$0.00	
PEANUT BUTTER SQUEEZE 1.12 OZ	269	<b>\$0.00</b>	\$0.00	<b>30%</b>	\$0.00	
SALT PACKET 10 PK	918	<b>\$0.00</b>	\$0.00	<b>30%</b>	\$0.00	
PEPPER PACKET 10 PK	556	<b>\$0.00</b>	\$0.00	<b>30%</b>	\$0.00	
HOT SAUCE PACKET 8 PK	302	<b>\$0.00</b>	\$0.00	<b>30%</b>	\$0.00	
BEEF AND CHEESE STICK 1.25 OZ	53	<b>\$0.00</b>	\$0.00	<b>30%</b>	\$0.00	
JALAPENO CHEESE SQZ	1,110	<b>\$0.00</b>	\$0.00	<b>30%</b>	\$0.00	
SMALL BEEF AND CHEESE	379	<b>\$0.00</b>	\$0.00	<b>30%</b>	\$0.00	
LARGE HOT BEEF STICK	665	<b>\$0.00</b>	\$0.00	<b>30%</b>	\$0.00	
MUSTARD PACKET 5 PK	18	<b>\$0.00</b>	\$0.00	<b>30%</b>	\$0.00	
KETCHUP PACKET 5 PK	20	<b>\$0.00</b>	\$0.00	<b>30%</b>	\$0.00	
MAYONNAISE 5 PK	631	<b>\$0.00</b>	\$0.00	<b>30%</b>	\$0.00	
5pk mustard	173	<b>\$0.00</b>	\$0.00	<b>30%</b>	\$0.00	
5pk ketchup	155	<b>\$0.00</b>	\$0.00	<b>30%</b>	\$0.00	
CHICKEN RAMEN CUP 2.25 OZ	148	<b>\$0.00</b>	\$0.00	<b>30%</b>	\$0.00	
BEEF CUP 2.25 OZ	314	<b>\$0.00</b>	\$0.00	<b>30%</b>	\$0.00	
CHICKEN CUP 2.25 OZ	5	<b>\$0.00</b>	\$0.00	<b>30%</b>	\$0.00	
CHICKEN PICANTE 2.25 OZ	244	<b>\$0.00</b>	\$0.00	<b>30%</b>	\$0.00	
CHICKEN RAMEN POUCH 3 OZ	2,598	<b>\$0.00</b>	\$0.00	<b>30%</b>	\$0.00	
CHILI RAMEN 3 OZ	7,645	<b>\$0.00</b>	\$0.00	<b>30%</b>	\$0.00	
RAMEN, BEEF PICANTE 3 OZ	10,189	<b>\$0.00</b>	\$0.00	<b>30%</b>	\$0.00	
TUNA IN A POUCH 3 OZ	546	<b>\$0.00</b>	\$0.00	<b>30%</b>	\$0.00	
PLAIN BAGEL 4 OZ	10	<b>\$0.00</b>	\$0.00	<b>30%</b>	\$0.00	
JALAPENO CHEESE POPCORN 1.75 OZ	341	<b>\$0.00</b>	\$0.00	<b>30%</b>	\$0.00	
CHILI CHEESE FRITOS 2 OZ	909	<b>\$0.00</b>	\$0.00	<b>30%</b>	\$0.00	
CREAM CHEESE SQUEEZE .75 OZ	160	<b>\$0.00</b>	\$0.00	<b>30%</b>	\$0.00	

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GOLDEN GRAHAM BAR 2.1 OZ	428	<b>\$0.00</b>	\$0.00	<b>30%</b>	\$0.00	
CHEESE MUNCHIES 1.75 OZ	438	<b>\$0.00</b>	\$0.00	<b>30%</b>	\$0.00	
<b>TOTAL FOOD/SNACK ITEMS</b>			<b>\$0.00</b>		<b>\$0.00</b>	
<b>PERSONAL CARE PRODUCTS</b>						
SOAP, IRISH SPRING 3.2 OZ	693	<b>\$0.00</b>	\$0.00	<b>30%</b>	\$0.00	
SOAP, DIAL 3.5 OZ	232	<b>\$0.00</b>	\$0.00	<b>30%</b>	\$0.00	
SOAP, TONE 4.25 OZ	321	<b>\$0.00</b>	\$0.00	<b>30%</b>	\$0.00	
SHAMPOO 8 OZ	122	<b>\$0.00</b>	\$0.00	<b>30%</b>	\$0.00	
LRG SHAMPOO 15 OZ	211	<b>\$0.00</b>	\$0.00	<b>30%</b>	\$0.00	
DANDRUFF SHAMPOO 4 OZ	128	<b>\$0.00</b>	\$0.00	<b>30%</b>	\$0.00	
HAIR CONDITIONER 4 OZ	110	<b>\$0.00</b>	\$0.00	<b>30%</b>	\$0.00	
SHAMPOO CLEAR 4 OZ	35	<b>\$0.00</b>	\$0.00	<b>30%</b>	\$0.00	
GENERIC DEOD. STICK 2.25 OZ	86	<b>\$0.00</b>	\$0.00	<b>30%</b>	\$0.00	
1/2 OZ DEODORANT	96	<b>\$0.00</b>	\$0.00	<b>30%</b>	\$0.00	
MEN SPEED STICK 2.2 OZ	283	<b>\$0.00</b>	\$0.00	<b>30%</b>	\$0.00	
LADIES SPEED STICK 1.4 OZ	115	<b>\$0.00</b>	\$0.00	<b>30%</b>	\$0.00	
GEL TOOTHPASTE 2.7 OZ	34	<b>\$0.00</b>	\$0.00	<b>30%</b>	\$0.00	
SHORT TOOTHBRUSH	94	<b>\$0.00</b>	\$0.00	<b>30%</b>	\$0.00	
CLR TOOTHPASTE .85 OZ	1	<b>\$0.00</b>	\$0.00	<b>30%</b>	\$0.00	
CLR TOOTHPASTE 1.5 OZ	6	<b>\$0.00</b>	\$0.00	<b>30%</b>	\$0.00	
DNTURE CLEANER 8 TAB	11	<b>\$0.00</b>	\$0.00	<b>30%</b>	\$0.00	
GEL TOOTHPASTE 6 OZ	82	<b>\$0.00</b>	\$0.00	<b>30%</b>	\$0.00	
DENTURE ADHESIVE 2 OZ	6	<b>\$0.00</b>	\$0.00	<b>30%</b>	\$0.00	
CLEAR GEL TOOTHPASTE 4.6 OZ	9	<b>\$0.00</b>	\$0.00	<b>30%</b>	\$0.00	
LARGE SKIN LOTION 20 OZ	67	<b>\$0.00</b>	\$0.00	<b>30%</b>	\$0.00	
MEDICATED SKIN CREAM 4.5 OZ	21	<b>\$0.00</b>	\$0.00	<b>30%</b>	\$0.00	
BODY LOTION 4 OZ	78	<b>\$0.00</b>	\$0.00	<b>30%</b>	\$0.00	
BUFFERED ASPIRIN 2 PK	234	<b>\$0.00</b>	\$0.00	<b>30%</b>	\$0.00	
SHAVECREAM TUBE 3 OZ	1	<b>\$0.00</b>	\$0.00	<b>30%</b>	\$0.00	
NORAZER SHAVE CREAM 6 OZ	34	<b>\$0.00</b>	\$0.00	<b>30%</b>	\$0.00	
COMB 5"	42	<b>\$0.00</b>	\$0.00	<b>30%</b>	\$0.00	
HAIR PICK	26	<b>\$0.00</b>	\$0.00	<b>30%</b>	\$0.00	

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HAIR FOOD 4 OZ	23	<b>\$0.00</b>	\$0.00	<b>30%</b>	\$0.00	
HAIR/DRESS CONDITION 4 OZ	28	<b>\$0.00</b>	\$0.00	<b>30%</b>	\$0.00	
ACETAMINOPHEN 2 PK	171	<b>\$0.00</b>	\$0.00	<b>30%</b>	\$0.00	
IBUPROFEN 2 PK	779	<b>\$0.00</b>	\$0.00	<b>30%</b>	\$0.00	
COUGH DROPS	28	<b>\$0.00</b>	\$0.00	<b>30%</b>	\$0.00	
ANTACID TABLETS	70	<b>\$0.00</b>	\$0.00	<b>30%</b>	\$0.00	
MEDICATED FOOT CREAM 1 OZ	6	<b>\$0.00</b>	\$0.00	<b>30%</b>	\$0.00	
LIP BALM	81	<b>\$0.00</b>	\$0.00	<b>30%</b>	\$0.00	
MEDICATED LIP OINTMENT .21 OZ	10	<b>\$0.00</b>	\$0.00	<b>30%</b>	\$0.00	
HAIR TIE	85	<b>\$0.00</b>	\$0.00	<b>30%</b>	\$0.00	
NEOSPORINE OINTMENT .04 OZ	40	<b>\$0.00</b>	\$0.00	<b>30%</b>	\$0.00	
SINUS TABS 2 PK	12	<b>\$0.00</b>	\$0.00	<b>30%</b>	\$0.00	
ANTIBACTERIAL SOAP 1.5 OZ	398	<b>\$0.00</b>	\$0.00	<b>30%</b>	\$0.00	
SOAP 1 OZ	80	<b>\$0.00</b>	\$0.00	<b>30%</b>	\$0.00	
CLEAR TOOTHPASTE .06 OZ	3	<b>\$0.00</b>	\$0.00	<b>30%</b>	\$0.00	
TOOTHPASTE .85 OZ	7	<b>\$0.00</b>	\$0.00	<b>30%</b>	\$0.00	
<b>TOTAL PERSONAL CARE PRODUCTS</b>			<b>\$0.00</b>		<b>\$0.00</b>	
<b>MISCELLANEOUS</b>						
LEGAL PAD	391	<b>\$0.00</b>	\$0.00	<b>30%</b>	\$0.00	
DRAWING PAD	7	<b>\$0.00</b>	\$0.00	<b>30%</b>	\$0.00	
9 X 12 ENVELOPE	129	<b>\$0.00</b>	\$0.00	<b>30%</b>	\$0.00	
STAMPED ENVELOPE	1,738	<b>\$0.00</b>	\$0.00	<b>30%</b>	\$0.00	
FLEX PEN	53	<b>\$0.00</b>	\$0.00	<b>30%</b>	\$0.00	
BIRTHDAY ENG CARD	41	<b>\$0.00</b>	\$0.00	<b>30%</b>	\$0.00	
SPEC. OCCASIONS (BLANK)	7	<b>\$0.00</b>	\$0.00	<b>30%</b>	\$0.00	
MOTHERS DAY CARD	20	<b>\$0.00</b>	\$0.00	<b>30%</b>	\$0.00	
CHRISTMAS CARD	26	<b>\$0.00</b>	\$0.00	<b>30%</b>	\$0.00	
VALENTINES CARD	12	<b>\$0.00</b>	\$0.00	<b>30%</b>	\$0.00	
FATHERS DAY CARD	5	<b>\$0.00</b>	\$0.00	<b>30%</b>	\$0.00	
EASTER CARDS	7	<b>\$0.00</b>	\$0.00	<b>30%</b>	\$0.00	
THANKSGIVING CARDS	2	<b>\$0.00</b>	\$0.00	<b>30%</b>	\$0.00	
6X9 POSTCARD W/STAMP	165	<b>\$0.00</b>	\$0.00	<b>30%</b>	\$0.00	
TUMBLER WITH LID 20 OZ	222	<b>\$0.00</b>	\$0.00	<b>30%</b>	\$0.00	



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COFFEE CUP 12 OZ	29	<b>\$0.00</b>	\$0.00	<b>30%</b>	\$0.00	
SOAP DISH	97	<b>\$0.00</b>	\$0.00	<b>30%</b>	\$0.00	
BROWN PAPER BAG	123	<b>\$0.00</b>	\$0.00	<b>30%</b>	\$0.00	
PLAYING CARDS	180	<b>\$0.00</b>	\$0.00	<b>30%</b>	\$0.00	
PINOCHLE CARDS	46	<b>\$0.00</b>	\$0.00	<b>30%</b>	\$0.00	
DOUBLE SIX DOMINOES	18	<b>\$0.00</b>	\$0.00	<b>30%</b>	\$0.00	
CHECKERS GAME SET	2	<b>\$0.00</b>	\$0.00	<b>30%</b>	\$0.00	
CHESS SET	8	<b>\$0.00</b>	\$0.00	<b>30%</b>	\$0.00	
CROSSWORD PUZZLE BOOK	24	<b>\$0.00</b>	\$0.00	<b>30%</b>	\$0.00	
WORD SEARCH BOOK	61	<b>\$0.00</b>	\$0.00	<b>30%</b>	\$0.00	
SOCKS	107	<b>\$0.00</b>	\$0.00	<b>30%</b>	\$0.00	
WASHCLOTH	71	<b>\$0.00</b>	\$0.00	<b>30%</b>	\$0.00	
SMALL T SHIRT	2	<b>\$0.00</b>	\$0.00	<b>30%</b>	\$0.00	
MEDIUM T SHIRT	12	<b>\$0.00</b>	\$0.00	<b>30%</b>	\$0.00	
LARGE T SHIRT	17	<b>\$0.00</b>	\$0.00	<b>30%</b>	\$0.00	
XLARGE T SHIRT	31	<b>\$0.00</b>	\$0.00	<b>30%</b>	\$0.00	
2XLARGE T SHIRT	7	<b>\$0.00</b>	\$0.00	<b>30%</b>	\$0.00	
3XLARGE T SHIRT	3	<b>\$0.00</b>	\$0.00	<b>30%</b>	\$0.00	
4XLARGE T SHIRT	7	<b>\$0.00</b>	\$0.00	<b>30%</b>	\$0.00	
MENS BRIEFS SMALL	1	<b>\$0.00</b>	\$0.00	<b>30%</b>	\$0.00	
MENS BRIEFS MEDIUM	7	<b>\$0.00</b>	\$0.00	<b>30%</b>	\$0.00	
MENS BRIEFS LARGE	4	<b>\$0.00</b>	\$0.00	<b>30%</b>	\$0.00	
MENS BRIEFS X-LARGE	3	<b>\$0.00</b>	\$0.00	<b>30%</b>	\$0.00	
BOXERS SMALL	1	<b>\$0.00</b>	\$0.00	<b>30%</b>	\$0.00	
BOXERS MEDIUM	15	<b>\$0.00</b>	\$0.00	<b>30%</b>	\$0.00	
BOXERS LARGE	15	<b>\$0.00</b>	\$0.00	<b>30%</b>	\$0.00	
BOXERS XLARGE	9	<b>\$0.00</b>	\$0.00	<b>30%</b>	\$0.00	
BOXERS 2XLARGE	3	<b>\$0.00</b>	\$0.00	<b>30%</b>	\$0.00	
BOXERS 3XLARGE	3	<b>\$0.00</b>	\$0.00	<b>30%</b>	\$0.00	
LONG JOHNS SMALL	1	<b>\$0.00</b>	\$0.00	<b>30%</b>	\$0.00	
LONG JOHNS MEDIUM	2	<b>\$0.00</b>	\$0.00	<b>30%</b>	\$0.00	
LONG JOHNS LARGE	3	<b>\$0.00</b>	\$0.00	<b>30%</b>	\$0.00	
LONG JOHNS XLARGE	5	<b>\$0.00</b>	\$0.00	<b>30%</b>	\$0.00	
LONG JOHNS 2XLARGE	2	<b>\$0.00</b>	\$0.00	<b>30%</b>	\$0.00	

MRSC note: Attachment A was provided to bidders as an Excel spreadsheet

LONG JOHNS 3XLARGE	2	<b>\$0.00</b>	\$0.00	<b>30%</b>	\$0.00	
WOMENS BRIEF SMALL	13	<b>\$0.00</b>	\$0.00	<b>30%</b>	\$0.00	
WOMENS BRIEF MEDIUM	7	<b>\$0.00</b>	\$0.00	<b>30%</b>	\$0.00	
WOMENS BRIEF XLARGE	3	<b>\$0.00</b>	\$0.00	<b>30%</b>	\$0.00	
WOMENS BRIEF 2XLARGE	3	<b>\$0.00</b>	\$0.00	<b>30%</b>	\$0.00	
SPORTSBRA SMALL	5	<b>\$0.00</b>	\$0.00	<b>30%</b>	\$0.00	
SPORTSBRA MEDIUM	1	<b>\$0.00</b>	\$0.00	<b>30%</b>	\$0.00	
SPORTSBRA LARGE	1	<b>\$0.00</b>	\$0.00	<b>30%</b>	\$0.00	
CANVAS SHOE SIZE 9	5	<b>\$0.00</b>	\$0.00	<b>30%</b>	\$0.00	
CANVAS SHOE SIZE 10	6	<b>\$0.00</b>	\$0.00	<b>30%</b>	\$0.00	
CANVAS SHOE SIZE 11	5	<b>\$0.00</b>	\$0.00	<b>30%</b>	\$0.00	
CANVAS SHOE SIZE 12	3	<b>\$0.00</b>	\$0.00	<b>30%</b>	\$0.00	
SMALL SHOWER SHOES	5	<b>\$0.00</b>	\$0.00	<b>30%</b>	\$0.00	
MEDIUM SHOWER SHOES	7	<b>\$0.00</b>	\$0.00	<b>30%</b>	\$0.00	
LARGE SHOWER SHOES	2	<b>\$0.00</b>	\$0.00	<b>30%</b>	\$0.00	
CANVAS SHOES SZ 13	2	<b>\$0.00</b>	\$0.00	<b>30%</b>	\$0.00	
WOMENS CANVAS SHOE SZ 7	2	<b>\$0.00</b>	\$0.00	<b>30%</b>	\$0.00	
SINGLE SHEET OF PAPER	756	<b>\$0.00</b>	\$0.00	<b>30%</b>	\$0.00	
<b>TOTAL MISCELLANEOUS</b>			<b>\$0.00</b>		<b>\$0.00</b>	
<b>ANNUAL TOTAL</b>			<b>\$0.00</b>		<b>\$0.00</b>	

**NOTE:** Proposed Price, Proposed Commission Rate, and Availability are to be completed by Proposer (Units are based on 2013 sales)