REQUEST FOR PROPOSAL NO. 005-25000000002

Alabama Department of Corrections Inmate Canteen Services



Alabama Department of Corrections Office of the Commissioner 301 South Ripley Street Montgomery, AL 36130-1501

REQUEST FOR PROPOSAL

Alabama Department of Corrections Inmate Canteen Services

INFORMATION FOR SUBMITTING PROPOSALS

Requesting Agency

The Alabama Department of Corrections (ADOC) is requesting proposals from responsible suppliers to fill the needs of the State as outlined herein. Please read the entire solicitation package and submit your proposal in accordance with all requirements.

Project Title

Request for Proposal (RFP) - Alabama Department of Corrections Inmate Canteen Services

Summary Description of Services

ADOC Inmate Canteen Services

Send Proposals To

Direct Deliver (FedEx, UPS, etc.): State of Alabama

Department of Corrections

Legal Division Attn: Mandy Speirs 301 South Ripley Street

Montgomery, AL 36130-1501

or

US Postal Service: State of Alabama

Department of Corrections

Legal Division Attn: Mandy Speirs P.O. Box 301501

Montgomery, AL 36130-1501

Submission of Proposal

The deadline for receipt of proposals from Suppliers is October 23, 2025, at 4:00 p.m. Central Standard Time.

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SECTION I INTRODUCTION

The Alabama Department of Corrections (ADOC) announces this Request for Proposal (RFP) to all eligible and interested parties for the opportunity to submit a proposal, in accordance with the requirements herein, for its statewide inmate canteen operations. All proposal requirements are laid out in Section V, Canteen Operational Requirements (Statement of Needs), of this RFP.

The ADOC currently has twenty-six (26) facilities that operate a store front, cashless, canteen program through a bulk delivery operation.

In an effort to maximize canteen operations at its twenty-six (26) facilities, the ADOC will consider proposals for a centralized on-site secure bag and delivery canteen operation operated by the Supplier employing ADOC inmate labor; an off-site secure bag and delivery service to ADOC facilities; or bulk delivery to canteen stores operated by ADOC staff. Bulk delivery proposals should include proposed costs of goods. Proposals for on-site and off-site operations should include end-user pricing and proposed commission rates.

Appendix C, Facility Listing and Average Monthly Population, lists each facility and its address and provides the average monthly population distribution figures for the twenty-six (26) ADOC facilities as of April 30, 2025.

The ADOC canteens currently sell personal hygiene/care items, food (including sandwiches and ice cream products), snacks, and other specialty items such as personal radios. The ADOC reserves the right to determine what method of operation is implemented at each ADOC facility. The "Canteen Master Product List" is provided as Appendix E.

ADOC has a contract with a third-party supplier for the management and service of the nine (9) work release facility canteens. ADOC does not anticipate any changes to that agreement. This RFP only anticipates Bulk Delivery (Option 3 Bulk Delivery described below) for those nine (9) facilities.

Proposals must be delivered by 4:00 p.m., Central Standard Time, on October 23, 2025, to the attention of Mandy Speirs, Alabama Department of Corrections, Legal Division, 301 South Ripley Street, Montgomery, AL 36130-1501; or P. O. Box 301501, Montgomery, AL 36130-1501.

Suppliers may mail or hand-deliver proposals, including amendments, but the ADOC must actually receive them as specified. It will not be sufficient to show that Supplier mailed or commenced hand delivery of the response before the scheduled closing time for receipt of proposals. All times are State of Alabama local times, Central Standard Time. Computer, fax, or other electronic submissions are not allowed and will not be accepted. Proposals arriving after the deadline date will not be opened or considered.

1.1 Purpose of RFP

The purpose of this Request for Proposal (RFP) is to establish a contract for inmate canteen services at the Department's twenty-six (26) facilities as well as any future canteens required by the ADOC.

1.2 Definitions

ACA - the American Correctional Association.

"ADOC," "DOC," "Department," or "State"- the Alabama Department of Corrections.

ADPH - the Alabama Department of Public Health

<u>Authorized Representative</u> - any person or entity duly authorized and designated in writing to act for and on behalf of the Supplier in negotiating or executing any resulting contract.

<u>Contract Monitor</u> - the employee, employees, representative, or representatives of the ADOC designated to monitor the operation of the canteens for contract compliance and to coordinate actions and communications between the ADOC and Selected Supplier.

<u>Canteen Services</u> - those functions set out in detail in this RFP for the bulk delivery or the bag and delivery of canteen and personal property items approved for sale by ADOC to its inmates.

<u>Commission</u> - a commission rate based on monthly gross canteen sales, including the sales of personal property, at all ADOC facilities served by Selected Supplier's bag and delivery canteen operation.

<u>Competitive Wage</u> – a salary that aligns with what other companies in the same industry are offering for similar positions, essentially a market rate for the job being offered.

"Facility" or "Facilities" - one or more of the facilities listed in Appendix C.

<u>Gross Sales</u> – total unadjusted revenue from the sale of goods or services before any deductions for discounts, returns and allowances (Gross Sales = Total Units Sold X Unit Selling Price).

Inmate - a person who has been sentenced to the custody of the ADOC.

<u>Inmate Trust Fund ("ITF")</u> - Fiduciary fund used to accept, hold, and disburse inmate funds. These funds may be disbursed at the inmate's direction for approved purposes.

<u>Inmate Trust Fund System ("ITFS")</u> - the accounting system for inmate funds maintained by the ADOC.

<u>Non-Commissionable Sales</u> - sales of items that either are not allowed to have profit/mark-up added to them by law (currently limited to U.S. Postage Stamps) or any items/services agreed to by Selected Supplier and the ADOC.

<u>Personal Education Device ("PED") -</u> a corrections grade device made available to inmates for the purpose of providing them access to digital education, e-books and more.

<u>Personal Property</u> - personal property includes personal clothing items authorized for sale in the inmate canteen by the ADOC.

<u>RFP</u> - this Request for Proposal, together with all attachments, amendments, and addenda thereto.

<u>Sandwich Line</u> – cold, prepared, perishable foods intended to be consumed on the same day as delivery, delivered two days per week.

<u>Standards</u> - all applicable federal and state laws, constitutional requirements, court orders, and ADOC policies and procedures. If there is a conflict between any of these and this RFP or the contract, the more stringent shall apply, as determined by the ADOC.

<u>State</u> - the State of Alabama or the Alabama Department of Corrections; these terms may be used interchangeably.

<u>State Prison System</u> – a prison operated and maintained by a state.

<u>Selected Supplier</u> - any corporation or legal entity qualified under Alabama law and the specifications of the RFP chosen by the ADOC to negotiate this contract.

<u>Unit Proposal Price</u> - also referred to as the "Sales Price."

<u>Supplier</u> – any corporation or legal entity qualified under Alabama law to respond to this RFP. For purposes of this RFP, "Supplier" may mean singular or plural.

1.3 Responsibility to Read and Understand

By responding to this solicitation, Supplier will be held to have read and thoroughly examined the RFP. Failure to read and thoroughly examine the RFP will not excuse any failure to comply with the requirements of the RFP or any resulting contract, nor will such failure be a basis for claiming additional compensation. If Supplier suspects an error, omission, or discrepancy in this solicitation, or if Supplier has questions regarding the RFP, Supplier must notify Ms. Mandy Speirs, ADOC's Single Point of Contact, at mandy.speirs@doc.alabama.gov, by 4:00 p.m. CST September 30, 2025, as provided in Section 3.1. The ADOC will issue written responses, if appropriate, by close of business October 9, 2025. The written responses will be posted as an amendment on the State database.

1.4 Reservations

The ADOC reserves the following rights: (1) to reject all proposals; (2) to reject individual proposals for failure to meet any requirement; (3) to waive minor defects. The ADOC may seek clarification of the proposal from Supplier at any time and failure to respond is cause for rejection. Clarification is not an opportunity to change the proposal. Submission of a proposal confers on Supplier no right of selection or to a subsequent contract. This process is for the benefit of the ADOC only and is to provide the ADOC with competitive information to assist in the selection process. All decisions on compliance, evaluation, terms, and conditions will be made solely at the discretion of the ADOC and made to favor the State.

The ADOC is not responsible for, and will not pay any costs associated with the preparation and submission of Supplier's proposal, regardless of whether Supplier is selected for

negotiations. Any costs associated with any oral presentations to the ADOC will be the responsibility of Supplier and will in no way be charged to the ADOC.

1.5 Supplier Contact

The ADOC will consider the person who signs Supplier's proposal the contact person for all matters pertaining to the proposal unless Supplier designates another person in writing.

1.6 Evaluation and Selection

The ADOC will evaluate all proposals using the criteria outlined in Section 5.8, Evaluation Criteria, and make a recommendation to the Commissioner of the ADOC, who will then make a recommendation to the State Chief Procurement Officer.

1.7 Cost of the Contract

Product prices should include all costs of services provided by the Selected Supplier and must be quoted in the pricing section of the proposal.

1.8 Contract Negotiations

Selected Supplier may be required to enter into contract negotiations if the ADOC believes such is necessary or desirable. If an agreement cannot be reached to the satisfaction of the ADOC within thirty (30) days, the ADOC may reject Selected Supplier's proposal or revoke the selection and begin negotiations with the next Selected Supplier.

1.9 Entire Agreement

The resulting contract shall include the provisions in this RFP and any addendum or attachments thereto and will include the relevant portion of the Selected Supplier's proposal that are expressly agreed upon and adopted by the ADOC. Any proposed changes, as well as the final contract must be approved and signed by the appropriately authorized State and ADOC officials.

1.10 Cost and Commission

Prices and commissions must be quoted in the proposal.

1.11 Contract Term

The initial term of the contract will be for a period of three (3) years with the option for both parties to extend the contract for two (2) additional one-year periods. The maximum duration of the contract is five (5) years.

1.12 Request to Modify or Withdraw Proposal

Supplier may make a written request to modify or withdraw the proposal at any time prior to opening. No oral modifications will be allowed. Such requests must be addressed and labeled in the same manner as the original proposal and plainly marked Modification to, or Withdrawal

of, Proposal. Only written requests received by the ADOC prior to the scheduled opening time will be accepted. The ADOC will correct the proposal after opening.

1.13 Suspected Errors/Clarification

If Supplier suspects an error, omission, or discrepancy in this solicitation, Supplier must notify Ms. Mandy Speirs, Single Point of Contact, and such notification must be received by the ADOC by 4:00 p.m., September 30, 2025. The ADOC will issue written instructions, if appropriate, by close of business on October 9, 2025.

If Supplier considers any part of the RFP unclear, Supplier is expected to make a written request for clarification and such request must be received by the ADOC no later than 4:00 **p.m.**, **September 30, 2025**. The ADOC will respond to all such requests in writing by close of business on **October 9, 2025**. In the ADOC response, the ADOC will state the request for clarification followed by a statement of clarification. Responses will be posted as an amendment in STAARS.

If changes in the RFP become necessary, an addendum will be posted an Amendment to the RFP through STAARS.

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SECTION II GENERAL REQUIREMENTS

2.1 Proposal Conditions

- a) By signing the proposal, Supplier agrees to be bound by all terms and conditions of the RFP. Any exceptions to the specified terms and conditions must be clearly set forth within Supplier's proposal and are subject to the acceptance of the ADOC.
- b) All Supplier proposals will remain firm and unaltered for ninety (90) days after the proposal due date shown or until the contract is fully executed with any Supplier, whichever is earlier. An exception to the criterion will be if the Supplier is engaged in contract negotiations, then that Supplier shall be allowed to make proposal modifications only in accordance with a request by the ADOC.
- c) Supplier's provisions of services must comply with the standards of the ACA, the ADPH, and other standards as may be defined in Administrative Regulation, directives, policies, and procedures of the ADOC.
- d) If any requirement of the RFP exceeds the standards or requirements of the ACA, the ADPH, or other standards as may be defined in Administrative Regulations, directives, policies, and procedures of the ADOC, the requirements of the RFP shall prevail. Any exception to this requirement must be specified in the resulting contract, or through a subsequent written mutual agreement, and must be signed by the authorized representatives of Selected Supplier and the ADOC.
- e) The State reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.
- f) The State of Alabama may make such reasonable investigations as deemed proper and necessary to determine the ability of Supplier to perform the services or furnish the goods, and Supplier shall furnish to the State all such information and data for this purpose as may be requested. The State reserves the right to inspect Supplier's physical facilities prior to award to satisfy questions regarding Supplier's capabilities. The State reserves the right to reject any proposal if the evidence submitted by, or investigations of, such Supplier fail to satisfy the State that such Supplier is properly qualified to carry out the obligations of the awarded contract and to provide the services or furnish the goods contemplated therein.
- g) Suppliers may be asked to submit further financial information to prove financial responsibility. Any such financial responsibility documents shall be kept confidential if a "REDACTED" copy is also submitted, unless otherwise required by law.
- h) Upon the award or the announcement of the decision to award a contract, the State Purchasing Division shall inform the Selected Supplier in writing.
- i) The ADOC reserves the right to modify the requirements of the RFP or the resulting contract by: (1) changing the operational requirements or time frames; (2) adding or deleting tasks to be performed or equipment to be provided; and/or (3) making any other modification deemed necessary by the ADOC.

- j) Any changes in Supplier's proposed programming or pricing in response to an ADOC request are subject to acceptance by the ADOC. In the event price changes or proposed service changes in response to an ADOC request are not acceptable to the ADOC, Selected Supplier's pre-award status may be rescinded. At the option of the ADOC, another selection for pre-award may be made from the Suppliers that submitted a proposal, or the ADOC may open the process to re-negotiations based upon the new specifications.
- k) Deadlines and other critical dates in this RFP have been provided in Appendix K, Critical Dates. For any discrepancies between Appendix K and the dates included in this RFP, Appendix K shall prevail. Failure to strictly adhere to these deadlines and other critical dates may result in disqualification of the Supplier.

2.2 Other General Terms

- a) The resulting contract shall be comprised of this RFP, relevant portions of the Selected Supplier's proposal that are expressly adopted and any changes or modifications made during the negotiation process. The contract, including any attachments, shall constitute the entire contract between Selected Supplier and the ADOC.
- b) The length of the contract shall be three (3) years with two (2) mutually agreed upon one (1) year renewal options. The total contract, including any renewal, may not exceed five (5) years. If the commencement of performance is delayed because the Governor does not execute the contract on the start date, the ADOC may change the start date, end date, and milestones to reflect the delayed execution.
- c) The executed contract and any renewal thereof are subject to review and approval by the Legislative Contract Review Committee, the Chief Procurement Officer, and the approval of the Governor of the State of Alabama.
- d) At any time during this contract, the State may request that Selected Supplier implement one or more of the value-added services that may be identified by the ADOC during the term of the contract, on a schedule and terms mutually agreed upon at that time unless it interferes with or imposes upon other contracts held by the Alabama Department of Corrections.
- e) Modifications and waivers must be in writing and signed or approved by authorized representatives of Selected Supplier and the ADOC to be binding. Amendments or modifications may also be subject to review and approval in accordance with State Law.
- f) No interpretation of any provision of the RFP or the resulting contract, including applicable specifications, is binding on the ADOC unless agreed to in writing by the ADOC.
- g) The ADOC shall not be liable to pay Selected Supplier for any supplies provided, services performed, or expenses related to the supplies and services subject to the contract incurred prior to the beginning of, or after the ending of, the term of the contract.
- h) Selected Supplier shall be responsible for the payment of any and all applicable state, county, municipal, and federal taxes, including sales tax, and any other taxes imposed by other

governmental entities so authorized. Specifically, Alabama sales taxes shall be collected and remitted to the proper authorities.

- i) Payment terms for the goods and services purchased under the terms of the resulting contract will be determined during contract negotiations with the Selected Supplier.
- j) Selected Supplier covenants that it has disclosed to the ADOC, and is under a continuing obligation to disclose, financial or other interests (public or private, direct or indirect) that may be a potential conflict of interest or that may conflict in any manner with Selected Supplier's obligations under the resulting contract. Selected Supplier covenants that it shall not employ any person with a conflict to perform under the resulting contract. Selected Supplier further covenants that no person has an interest in Selected Supplier or in the contract that would violate Alabama law.
- k) A contract shall not be assignable by Selected Supplier, in whole or in part, without the prior written consent of the State. Any agreement to assign any portion of the Agreement shall not constitute a waiver by the State to consent to any subsequent assignments.
- l) Selected Supplier shall be an independent contractor. Selected Supplier, its agents, subsuppliers and employees shall not be considered to be agents, distributors, or representatives of the ADOC. Further, neither Selected Supplier nor any employees of Selected Supplier shall be entitled to participate in any retirement or pension plan, group insurance plan, or other programs designed to benefit employees of the ADOC.
- m) Selected Supplier, who executes the awarded contract for service, is contractually responsible for the total performance of the contract. Subcontracting may be allowable at the sole discretion of the ADOC but must be disclosed as a part of the proposal or otherwise approved in advance by the ADOC. Any approval of the ADOC to any subcontract or subcontractor shall not constitute a waiver by the ADOC to consent or approve any other subcontract or subcontractor. Any subcontract shall be subject to the following conditions:
 - i. Any sub-supplier providing services required in the RFP or in the awarded contract shall meet or exceed the requirements set forth in the RFP.
 - ii. The ADOC shall not be bound to any terms and conditions included in any Supplier or sub-supplier documents. No conditions in sub-supplier documents in variance with, or in addition to, the requirements of the RFP or the awarded contract shall in any way affect Selected Supplier's obligations under the contract resulting from the RFP.
- n) Selected Supplier shall remain fully responsible for the negligent acts and omissions of its agents, employees, and/or subcontractors in their performance of Selected Supplier duties under the resulting contract. Selected Supplier represents that it shall utilize the services of individuals skilled in the profession for which they will be used in performing services hereunder. In the event that the ADOC determines that any individual performing services for Selected Supplier is not providing such skilled services, the ADOC shall promptly notify Selected Supplier and Selected Supplier shall replace that individual.

- o) Selected Supplier or its employees who perform services requiring a license, shall have and maintain said required licenses. With the consent of the ADOC, Selected Supplier may meet the license requirement through use of a sub-supplier.
- p) If Selected Supplier is unable to secure or maintain individuals named in the contract to render the services set forth in the contract, Selected Supplier shall not be relieved of its obligations to complete performance. The Chief Procurement Officer, however, shall have the option to terminate the contract upon written notice to the Selected Supplier.
- q) Upon request, Selected Supplier shall meet with the ADOC for the purpose of reviewing Selected Supplier's performance under any resulting contract. Selected Supplier shall be asked to explain deviations, discuss problems, and mutually agree on a course of action to improve the operation of the inmate canteen services.
- r) Selected Supplier shall consult with and keep the ADOC fully informed as to the progress of all matters covered by the resulting contract. Selected Supplier shall promptly furnish the ADOC with copies of all correspondence and documents prepared in connection with the services rendered under the resulting contract. Upon request, Selected Supplier shall arrange, index, and deliver all correspondence and documents to the ADOC.
- s) All documents, materials, or data developed as a result of work under the resulting contract shall be the property of the ADOC. The ADOC shall have the right to use and reproduce any documents, materials, and data, including confidential information, used in or developed as a result of Selected Supplier's work under the awarded contract. The ADOC may use this information for its own purposes. Selected Supplier is required to have the rights to utilize any documents, materials, or data provided by Selected Supplier to fulfill requirements of the RFP. Selected Supplier shall keep confidential all documents, materials, and data prepared or developed by Selected Supplier or supplied by the ADOC.
- t) Selected Supplier shall supply all billings, records, evidence of services performed, or other documents as may be required for review and audit by the ADOC. Licensed materials used as part of fulfilling the requirements of the awarded contract shall be considered a trade secret to Licensors, provided that such materials are marked as confidential or in such a way that the ADOC can reasonably determine that they are licensed.
- u) Selected Supplier and its sub-suppliers shall maintain books and records related to the performance of the contract or sub-contract and necessary to support amounts charged to the inmates in accordance with applicable law, terms and conditions of the contract and generally accepted accounting practices. Selected Supplier shall maintain these books and records for a minimum of three (3) years after completion of the contract, final payment, or completion of any contract audit or litigation, whichever is later. All books and records shall be available for audit by the ADOC, its representatives, and other governmental entities with monitoring authority upon reasonable notice and during normal business hours. Selected Supplier agrees to cooperate fully with any such review or audit. If any audit indicates underpayment to the ADOC, Selected Supplier shall immediately remit all amounts that may be due to the ADOC. Failure to maintain the books and records required by this Section shall establish a presumption in favor of the ADOC for the recovery of any funds to the ADOC under the contract for which adequate books and records are not available to support the purported disbursement.

- v) Price adjustments may be permitted only for substantial changes in Selected Supplier's cost of materials. Price increases are subject to ADOC approval. No price increases shall be authorized after the effective date of the contract unless the cost of an item to Selected Supplier increases ten percent (10%) or more and only when verified to the satisfaction of the ADOC.
- w) Selected Supplier shall give not less than thirty (30) days advance written notice of any price increase to the ADOC. Any approved price changes shall be effective following the end of the full 30-day notification period. Selected Supplier shall document the amount and proposed effective date of any general change in the price of goods. Documentation must be supplied with Selected Supplier's request for increase that will: (1) verify that the requested price increase is general in scope and not applicable just to the State of Alabama; and (2) verify the amount or percentage of increase that is being passed on to the Selected Supplier by Selected Supplier's suppliers.
- x) Selected Supplier is reminded that decreases that affect the cost of goods are required to be communicated immediately to the ADOC Accounting point of contact. "Across the board" price decreases are subject to implementation at any time.
- y) If any term or condition of the contract is declared void, unenforceable, or against public policy, that term or condition shall be ignored and shall not affect the remaining terms and conditions of any resulting contract, and such contract shall be interpreted as far as possible to give effect to the parties' intent.
- z) Changes can be made to any contract in any of the following ways:
 - i. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement and is subject to approval by the Legislative Contract Review Committee, the Chief Procurement Officer, and the approval of the Governor of the State of Alabama.
 - ii. The ADOC may order changes within the general scope of the contract at any time by written notice to Selected Supplier. Changes within the scope of the contract include, but are not limited to, services to be performed, the method of packing or shipment, and the place of delivery or installation. Selected Supplier shall comply with the notice upon receipt. Selected Supplier shall be allowed to adjust pricing to compensate for any additional costs or savings incurred as the result of such order. Said compensation shall be determined by one of the following methods:
 - 1. By mutual agreement between the parties in writing; or
 - 2. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and Selected Supplier accounts for the number of units of work performed, subject to the ADOC's right to audit Selected Supplier's records and to determine the correct number of units independently; or
 - 3. By ordering Selected Supplier to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the awarded contract. The same markup shall be used for determining a

decrease in price as the result of savings realized. Selected Supplier shall present the ADOC with all vouchers and records of expenses incurred and savings realized. The ADOC shall have the right to audit the records of Selected Supplier, as it deems necessary, to determine cost of savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the ADOC within thirty (3) days from the date of receipt of the written order from the ADOC. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause as set forth in Section 2.2(z) of this RFP. Neither the existence of a claim nor a dispute resolution process, litigation, or any other provision of the awarded contact shall excuse Selected Supplier from promptly complying with the changes ordered by the ADOC or with performance of the contract generally.

- aa) It is agreed that the terms and commitments contained herein shall not constitute a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment Number XXVI. It is further agreed that if any provision of this Agreement shall contravene any statute or constitutional provision or amendment, either now in effect or which may during the course of this Agreement be enacted, then that conflicting provision in the Agreement shall be deemed null and void. All other terms and conditions shall remain in full force and effect.
- bb) The Chief Procurement Officer may terminate any contract resulting from this RFP without penalty to the ADOC, or further payment required, in the event of:
 - i. Any breach of the contract that, if it is susceptible of being cured, is not cured within fifteen (15) days of the ADOC giving notice of breach to Selected Supplier including, but not limited to failure of Selected Supplier to maintain covenants, representation, warranties, certifications, bonds, and insurance;
 - ii. Commencement of a proceeding by or against Selected Supplier under the United States Bankruptcy Code or similar law, or any action by Selected Supplier to dissolve, merge, or liquidate;
 - iii. Material misrepresentation or falsification of any information provided by Supplier in the course of any dealing between the ADOC and Supplier or between Supplier and State agency, to include information provided in the Supplier's proposal;
 - iv. For the unavailability of funds appropriated or available to the ADOC; or,
 - v. For the convenience of the ADOC.
- cc) Should Selected Supplier at any time during the course of a resulting contract: (1) fail to perform the services according to the specifications required in the RFP; (2) fail in any respect to perform the service requirements of the RFP with promptness and diligence; or (3) fail in the performance of any agreement contained in the awarded contract, the ADOC shall have the option, after forty-eight (48) hours written notice to Selected Supplier by registered mail, return receipt requested, to Selected Supplier's point of contact, to take any one or more of the following actions:

- i. Withhold any monies then or next due to Selected Supplier;
- ii. Provide such materials, supplies, equipment, and labor as may be necessary to complete said work and bring the rendition of the services up to the specification and standards required in the RFP or awarded contract and pay for same. Selected Supplier shall immediately remit the amount so paid upon presentation of documentation from the ADOC; or
- iii. Terminate the contract in accordance with paragraphs 2.2 bb).
- dd) The Chief Procurement Officer reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon sixty (60) days written notice to Selected Supplier. In the event the initial contract period is for more than twelve (12) months, the resulting contract may be terminated by either party, without penalty, after the initial twelve (12) months of the contract period upon one hundred-sixty (160) days written notice to the other party. Any contract cancellation notice shall not relieve Selected Supplier of the obligation to deliver and perform on all outstanding orders issued prior to the effective date of cancellation, including any refunds or replacements thereto.
- ee) If the ADOC terminates for convenience, the ADOC will pay Selected Supplier for supplies and services satisfactorily provided and for authorized expenses incurred up to the time of termination.
- ff) Any notice given to the ADOC under the resulting contract must be submitted in a timely manner. Notices shall be mailed to the Alabama Department of Corrections, Attn: General Counsel, 301 South Ripley Street, Montgomery, Alabama 36130-1501, or P.O. Box 301501, Montgomery, Alabama 36130-1501. Notices to Selected Supplier will be mailed to the address shown in its submitted proposal, unless otherwise specified in the resulting contract. Notices will be sent by registered mail, return receipt requested.
- gg) Parties agree to fully cooperate with one another for the successful pursuit of their respective and mutual interests. Parties shall share information and provide timely notification to one another in the event of a claim against either party. There shall be no settlement of any claim arising out of the performance of the resulting contract by Selected Supplier without consultation of the ADOC.
- hh) Selected Supplier shall assume risk of loss until delivery to the designated facility.
- ii) In compliance with Ala. Act No. 2023-409, by signing this contract, Selected Supplier provides written verification that Selected Supplier, without violating controlling law or regulation, does not and will not, during the term of the contract engage in economic boycotts as the term "economic boycott" is defined in Section 1 of the Act.

In compliance with Act 2016-312, as codified Code Section 41-16-5, the contractor hereby certifies that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade.

- jj) Penalties may be levied against the Selected Supplier as follows:
 - i. The Department's approved delivery schedules shall be adhered to, any deviation is unacceptable without prior approval. Failure to maintain approved delivery schedules without notification and approval of a new delivery schedule on a habitual basis may result in a penalty ranging from one hundred dollars (\$100) to one thousand dollars (\$1,000) per incident and may increase for subsequent offenses.
 - ii. Any deviation from the Department's standardized canteen list is unacceptable, unless it is approved by ADOC in writing, and shall be considered a breach and subject to the provision of Section 2.2 bb).
 - iii. Selected Supplier must provide the inventory as specified with not more than five percent (5%) of the approved list shown as out of stock per program. Selected Supplier must notify the Department of said shortages in approved items weekly and the reason for the shortage. If there is a pattern of repeating the same reason for change over a period of thirty (30) days, Selected Supplier shall immediately implement systems to eliminate future occurrences.
 - iv. Failure to provide documentation of price increases as provided in Section 2.2 v) and 2.2 w) upon request by the Department shall be considered a breach and subject to the provisions of Section 2.2 aa).
- kk) NON-APPROPRIATION AND PRORATION CLAUSE. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be cancelled, and, to the extent permissible by law, the supplier shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the supplies or services delivered under the contract. To the extent permissible by law, this cost of cancellation may be paid from any appropriations available for that purpose.

In the event that proration of appropriated funds from which the State is to pay the supplier is declared by the Governor pursuant to Section 41-4-90 of the Code of Alabama, the contractor shall have the option, in addition to the other remedies of the contract, of renegotiating the contract to extend or change payment terms or amounts, or terminating the contract. In all circumstances, it is agreed that the terms and commitments of this contract shall not constitute a debt of the State of Alabama in violation of Section 213 of the Constitution of Alabama, as amended.

2.3 Filing of Protests; Resolution; Administrative Review

§41-4-161 Code of Alabama

(a)(1) A bona fide prospective bidder or offeror who is aggrieved in connection with the solicitation of a contract may file a notice of intent to protest with the Chief Procurement Officer within five calendar days after the date the solicitation is issued, or after the date any amendment

to the solicitation is issued if the amendment is at issue. After filing a notice of intent to protest, the bona fide prospective bidder or offeror shall have seven calendar days to submit a formal written protest.

- (2)a. Except as provided in paragraph b., a bona fide actual bidder or offeror who is aggrieved in connection with the intended award or the award of a contract may file a notice of intent to protest with the Chief Procurement Officer within five calendar days after the date of the award or the date of the notice of intent to award, whichever is earlier, is posted in accordance with this article. After filing a notice of intent to protest, the bona fide actual bidder or offeror shall have seven calendar days to submit a formal written protest. The Chief Procurement Officer may award the contract at issue if he or she does not receive the notice of intent to protest within the five-day period.
- b. A matter that could have been raised under subdivision (1) as a protest of the solicitation may not be raised as a protest of the award or intended award of a contract.
- (3) A notice of intent to protest filed under subdivision (1) or (2) shall be in writing, filed with the Chief Procurement Officer, state the intent to protest, and state the grounds of the protest and the relief requested with enough particularity to give notice of the issues to be decided.
- (b) The Chief Procurement Officer or his or her designee may settle and resolve the protest of a bona fide actual or prospective bidder or offeror concerning the solicitation or award of a contract in accordance with rules adopted under this article.
- (c) If the protest is not resolved by mutual agreement within 10 days after the protest is filed, the Chief Procurement Officer shall commence an administrative review of the protest and issue a decision in writing within 14 days after the review.
- (d) A copy of the decision under subsection (c) shall be mailed or otherwise furnished immediately to the protester and any other party intervening.
- (e) A decision under subsection (c) shall be final and conclusive, unless fraudulent or unless a party adversely affected by the decision appeals administratively to the Director of Finance in accordance with Section 41-4-164.
- (f)(1) Except as provided in subdivision (2), in the event of a timely protest under subsection (a) or an appeal under Section 41-4-164, the state may not proceed further with the solicitation or with the award of the contract until five days after notice of the final decision is provided to the protester.
- (2) Notwithstanding subdivision (1), a solicitation or award of a protested contract may proceed without delay if the Chief Procurement Officer, after consultation with the head of the using agency or the head of a purchasing agency, makes a written determination that the solicitation or award of the contract without further delay is necessary to protect the best interests of the state.

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SECTION III PERFORMANCE REQUIREMENTS

3.1 Proposal Options

- a) Suppliers may submit proposals for **one**, **two**, **or all** of the following canteen operational options:
 - i. Option 1 On-Site GK Ivey. The Selected Supplier is expected to operate a centralized on-site bag and delivery canteen operation operated by the Supplier's staff employing ADOC inmate labor at a competitive wage. The supplier will accept, pick, bag and deliver canteen orders received from ADOC inmates housed at seventeen (17) facilities located throughout the State of Alabama. The Selected Supplier would be required to operate the bag and delivery operation out of a building located on the grounds of the Governor Kay Ivey Correctional Institution. Suppliers should state in their proposals what they consider to be a competitive wage for inmate labor. Suppliers should also be aware that there is no guarantee that the number of inmates required by the Selected Supplier will be available at any given time. Suppliers should therefore present a contingency plan in their proposals detailing how the supplier would staff and operate the on-site bag and delivery canteen operation if no inmate labor is available. On-site bag and delivery services should include end-user pricing and proposed commission rates on gross sales to the ADOC. Supplier must also provide bulk delivery as described herein for only ADOC work-release facilities as part of Option 1. All requirements for Option 3 herein apply to this "limited" delivery.
 - ii. Option 2 Off-Site The Selected Supplier is expected to operate an off-site secure bag and delivery service in a secure facility owned or leased by the Selected Supplier. The Selected Supplier will accept, process, bag and deliver weekly canteen orders received from ADOC inmates housed at seventeen (17) facilities located throughout the State of Alabama. Off-site bag and delivery services should include end-user pricing and proposed commission rates on gross sales to the ADOC. Supplier must also provide bulk delivery as described herein for ADOC work-release facilities as part of Option 2. All requirements for Option 3 herein apply to this "limited" delivery.
 - iii. Option 3 Bulk Delivery The Selected Supplier will provide bulk delivery of canteen items to either nine work release facilities (9) or twenty-six (26) canteen stores operated by ADOC staff. If On- or Off-site Bag and Delivery Option is awarded, the bulk delivery option will only be required for nine (9) facilities. If Bulk Delivery is the only option awarded, delivery to all facilities will be required. Bulk delivery proposals should include proposed cost of goods.
- b) For a) i. Option 1 and a) ii. Option 2, the Selected Supplier will be responsible for bagging and delivering both perishable and non-perishable products two times per week for approximately twenty thousand nine hundred (20,900) inmates. Supplier will be responsible for physically distributing the orders to the inmate population from one centralized location within each facility, with security oversight.
 - i. Proposals for Option 1 On-Site GK Ivey and Option 2 Off-Site **must** include limited Bulk Delivery under the terms stated in this RFP for Option 3. This Bulk Delivery requirement shall be limited to only the nine (9) Work Release facilities.

c) The ADOC makes no guarantee, expressed or implied, with regard to actual consumption during the contract period. It should be further noted that changes in departmental policies and procedures may become necessary during the term of the contract. Those changes could impact canteen activity, either directly or indirectly. The ADOC reserves the right to increase or decrease the facilities served by this RFP.

3.2 Staffing Requirements for Option 1 On-Site and Option 2 Off-Site Bagging Only

- a) Selected Supplier shall provide sufficient staff to complete the distribution of the canteen program at all ADOC facilities so as to not have a negative impact on the ADOC day-to-day operation.
- b) Selected Supplier shall interview and offer positions to qualified ADOC canteen staff. ADOC canteen staff are not required to accept employment with the Selected Supplier and may retain their position with the State.
- c) Option 1 On-Site GK Ivey shall additionally require the following:
 - i. Selected Supplier shall employ inmate workers to maintain bagging operations located at the ADOC owned warehouse location. In their proposal, Supplier shall state the proposed wage offered to inmate workers. The wage offered must be a competitive wage, one that other companies in the same industry are offering for similar positions. ADOC will make best efforts to provide qualified inmates for Supplier. ADOC cannot guarantee availability of inmates due to strikes, security concerns, or other correctional related events. ADOC will give Supplier as much notice as possible for any inmate availability disruptions.
 - ii. Selected Supplier shall provide oversight and supervision of inmate workers at ADOC bagging warehouse operation located at the GK Ivey Correctional Complex.
 - iii. Selected Supplier shall provide an employee or accredited contractor to deliver ADOC approved and industry recognized training, leading to certification, for warehousing and related industries. These are to include applicable OSHA certifications, at minimum forklift and power pallet jack safety, and other relevant industry skills training for inmate workers and/or related education program participants.

3.3 General Service Requirements for all options:

- a) Selected Supplier shall maintain an adequate inventory of items specified for the service to fill each inmate's order on the day required. Substitution, deletions, or additions of products or portions specified must have prior approval of the ADOC.
- b) Selected Supplier shall propose canteen products that are new to the market for review and approval by the ADOC. Selected Supplier shall provide product samples within 14 days when requested by the ADOC at no-charge to the ADOC.
- c) Items approved for sale in the canteen shall not be offered for sale by any other program offered by the ADOC.

d) Selected supplier is required to use sealed and supplier specific packaging and shipping materials to maintain the integrity and security of all deliveries. This is necessary to prevent the introduction of contraband or the unauthorized duplication of supplier materials.

3.4 General Equipment Requirements

To support the Alabama Department of Corrections (ADOC) in maintaining institutional safety, security, and the prevention of contraband introduction, the Supplier must meet the following minimum equipment requirements:

a) All Options:

- i. Selected Supplier must provide, install, and maintain, a kiosk canteen ordering system or to facilitate the processing of inmate canteen orders. A minimum of one (1) kiosk per facility shall be provided by Supplier. Kiosks under this Section shall be fully operational within 60 days of contract execution.
- ii. Deliveries must utilize barcode scanners to ensure item accuracy, validate inmatespecific orders, and deter substitution or manipulation of canteen items.
- iii. Delivery vehicles must be equipped with closed circuit television (CCTV) cameras or dash-mounted surveillance systems, with footage retained and made available for ADOC review upon request. All delivery vehicles must have lockable compartments, real-time and historical GPS tracking accessible by ADOC, and secure access control to prevent unauthorized entry and ensure accountability. This video shall be maintained for the life of the contract.
- iv. The supplier must utilize secured carts, dollies, or pallets to reduce unsupervised handling and ensure goods are transported directly into designated ADOC areas under staff observation.

b) Option 3 Bulk Delivery.

In addition to the requirements of 3.4 a), Supplier shall ensure food is kept at appropriate temperatures, until delivered to the inmate, and in appropriate storage containers. Supplier must supply, repair, and maintain storage equipment, coolers, and freezers for temporary on-site storage of food and temperature-sensitive items. The minimum items required under this Section are listed in Appendix H. These units must be:

- i. Lockable and tamper-resistant;
- ii. Located in secured areas;
- iii. Any area where items will be packaged or in any way processed shall have CCTV installed and monitored by Supplier. Video shall be available to ADOC upon request. (This requirement does not apply to GK Ivey or on the premises of any ADOC facility specified in Appendix C);
- iv. Accessible only by authorized personnel.

c) Option 1 On Site GK Ivey and Option 2 Off Site.

In addition to the requirements in 3.4 a) Supplier shall:

- i. Supplier must implement a real-time digital inventory system with chain of custody documentation and full audit trails accessible to ADOC upon request.
- ii. Selected Supplier shall determine equipment needed and shall provide for themselves and ADOC. This shall include but not be limited to warehouse shelving, forklifts, electric and hand floor jacks, assembly line rollers systems, computerized scanning stations, and trash/cardboard compactor. Selected Supplier will replace or upgrade these items upon receiving a reasonable written request from ADOC. Selected Supplier will replace or upgrade these items in a timely manner so as to not have a negative impact on the operation.
- d) Option 1 On-Site GK Ivey.

In addition to the requirements of 3.4 a) and 3.4 c), Supplier shall:

i. Supplier shall fully equip the designated 3,045 square foot warehouse area at the Governor Kay Ivey Correctional Complex. Selected Supplier may make use of any racks, equipment, and labor that ADOC may provide and supplier will finance the cost of installing all necessary or desired upgrades, CCTV cameras, security systems, security doors, network upgrades, climate controls (as necessary to be licensed to store food onsite) and for needed pallet jacks, forklifts, computers, scanners, printers, and other equipment that ADOC does not already have at no cost to ADOC. All CCTV camera systems provided by the Selected Supplier shall be compatible with the current system and directly accessible to ADOC for both live streaming and historical video. Further, Selected Supplier shall supply the bandwidth necessary to operate the canteen software and systems at no cost to ADOC.

If ADOC is not able to provide usable pallet racking or inmate labor during warehouse setup, Selected Supplier will deduct only the actual cost of providing these services and materials from the first year's commission payment to ADOC. All these fixtures, equipment and upgrades will become the property of ADOC at no cost to the State upon the conclusion of the contract

3.5 Security Requirements for all Options

- a) Selected Supplier will be responsible for ensuring that all personnel, equipment, tools, keys, and supplies/materials comply with any and all rules, regulations, and procedures of the ADOC and the facility. If Option 1 On-Site GK Ivey, questions should be addressed to the Warden or his/her designee the facility. Each individual facility's rules, regulations, and procedures governing the entry and/or conduct of Selected Supplier's staff required to work inside the facility will be made available and explained at the point of entry.
- b) All employees of Selected Supplier who are required to perform work in any capacity, related to this RFP, must comply with all Department and Institution rules and regulations concerning employment. This includes:

- i. Selected Supplier employees or subcontractors who may enter any Alabama Department of Corrections (ADOC) facility are subject to a background check *before arriving on site* and security screening upon arrival, including inspection of their person, personal property, and vehicles. Searches may include pat-downs, body scanners, metal detectors, narcotics detection canines, or any other method approved by ADOC to prevent contraband and maintain facility security. Entry may be denied in accordance with ADOC regulation based on the results of these checks. Any supplier personnel found in violation of ADOC security policies may be permanently barred from ADOC facilities.
- ii. Suppliers are required to obtain fingerprint background checks through the Alabama Law Enforcement Agency and provide such to the ADOC. ADOC must approve all employees before they can perform any work for the ADOC, whether off site or on site. No employee of the Supplier may bring any cell phone, tablet, smart watch, or other communication device into any ADOC facility. Each supplier employee who will perform work under this Agreement shall complete Form 353-B, Device Registration Form, as required by AR-353, Mobile Devices. Completion of this form is mandatory and does not convey any right to carry communication devices on ADOC property.
- iii. All suppliers must comply with ADOC policies and procedures, as well as all applicable state and federal laws. Violations of security regulations may result in removal from the facility and permanent barring of access.
- iv. Attend an initial sixteen (16) hour new contract employee orientation and eight (8) hours of annual training thereafter. The Department will provide all training but will not be responsible for any payroll payment to Supplier or employees of Supplier or for any other expense incurred. Supplier is responsible for monitoring and scheduling the annual training through the Department's Training Division.
- v. Submitting to urinalysis testing, conducted by a third party, and provide results to the ADOC.
- c) Suppliers must notify ADOC Communications before arriving at any ADOC facility. Notification must occur twenty-four (24) hours in advance, and again five (5) hours prior to arrival on the day of delivery or visit. Notification must include: Driver's full name and contact number; vehicle make, model, color, license plate, and vehicle identification numbers; delivery destination; and estimated time of arrival.

ADOC Communications Contact:

Phone: (334) 612-3455

Email: ADOC.Commo@doc.alabama.gov

- d) All tools and materials must be approved by ADOC prior to delivery or use. Equipment must be secured and locked when not in use and carefully controlled at all times. Unauthorized or unaccounted-for items may be confiscated.
- e) Products, containers, and packaging shall not have metal, glass, or powder as part of their content. Products must conform to all precautions for safety and security in a correctional facility, as determined by the ADOC. All products, containers, and packaging must be preapproved by the ADOC before product is made available to inmates.

- f) Any attempts to introduce contraband, to assist in escape, or to have unauthorized contact with inmates is prohibited and will be prosecuted under the provisions of the *Code of Alabama*. Supplier's personnel are prohibited from bringing into or taking out of an institution any items unless specifically approved.
- g) Supplier's personnel or representatives are limited to movement to, from, and within their assigned work area. No contact is allowed with inmates unless expressly approved.
- h) No person who appears to be under the influence of drugs or alcohol or who is otherwise impaired will be allowed entry into an ADOC facility.
- i) The ADOC reserves the right to deny entrance to anyone who is suspected of a breach of security for failure to follow published rules, regulations, or procedures.
- j) Selected Suppliers staff that enter any ADOC facility are required to be dressed appropriately for the duties they are required to perform. Delivery personnel must wear supplier-issued uniforms and ID badges at all times. Institutional ID cards will be provided for Selected Supplier's personnel who are required to work routinely inside an ADOC facility. Credentials must be presented upon arrival at any ADOC facility. Selected Supplier's personnel shall not wear clothing that bears any similarity to inmate clothing. Clothing that is short, tight-fitting, provocative, or revealing is not appropriate attire for a correctional environment. Failure to follow these guidelines may result in refusal of entry into an ADOC facility.
- k) The supplier shall ensure that all deliveries leaving a supplier owned or operated facility comply with ADOC's security standards. This includes pre-screening for contraband or unauthorized items before the materials are shipped. The supplier acts as the first line of defense in maintaining security compliance.

Upon arrival at any ADOC facility, ADOC's authorized personnel will conduct a secondary inspection to verify that the packages meet all security requirements. ADOC retains the authority to inspect, delay, or reject any delivery that does not comply with these security standards.

l) For the duration of this contract, the supplier must maintain a **digital ledger or tracking system** for all packages, documenting the **chain of custody** from origin to final delivery. This ledger must be accurate and shall be provided to ADOC upon request.

The entrance of delivery vehicles or motorized equipment is subject to search. Delivery vehicles must not be left unattended, must be locked, and the keys must be removed from them. No vehicle is permitted to exit the security compound until after it is searched by an ADOC Correctional Officer or other authorized Security Staff.

3.6 Technology Requirements

- a) All Options shall meet the following requirements:
 - i. Selected Supplier shall have proven knowledge and experience in providing integration between their order management system and other prison systems' inmate banking systems. The integration for all correctional facilities shall allow inmate information to be

exchanged between the Selected Supplier and ADOC for processing from the inmate banking system. Software shall be able to manage product restrictions, weight limits, product quantity limits, limits by inmate status, dollar limits, and limits by gender. Software shall be compatible with Windows and be able to interact seamlessly with ADOC's Inmate Management Suite. Software utilized shall be commercially available for license and shall be fully internet based and hosted, making it simple to implement, easy to maintain and use.

- 1. The supplier shall provide a legally licensed perpetual license for the software, with no fees or other charges payable by the state, for the entire duration of the contract and beyond. Upon contract termination, the ADOC will own all data and records generated during the term and will have the unrestricted, no-cost ability to access and use the software to view those records. The supplier shall provide all data in an ADOC-approved format within 15 days of the termination date.
- ii. ADOC requires automated interfaces with its key systems, such as the Offender Management and Inmate Trust Fund systems. Suppliers must utilize ADOC's established integration points: an API broker for real-time/transactional data transfers and a secure electronic file transfer (SFT/SFTP) system for batch report and data transfers. Utilization of these ADOC-provided systems for all required information sharing is mandatory/preferred.
- iii. Supplier shall provide, install, and maintain, at no cost to the ADOC, all necessary equipment required to facilitate the processing of inmate canteen orders. This shall include the following specifications:
 - 1. Equipment Standards: All hardware installed within ADOC facilities must be appropriate for a correctional environment with respect to durability, ruggedization, and tamper-resistance.
 - 2. Network Connectivity: ADOC will not provide network connection points. The Supplier shall provide solution for network connectivity and plans on maintaining their equipment. ADOC shall have full access to the network administration and logs of the Supplier's network.
- iv. The system should be designed to accommodate a concurrent user load of up to 50 ADOC staff users and 200 inmate users (e.g., via kiosk or other interface) simultaneously. Supplier shall provide a Service Level Agreement (SLA) detailing performance metrics, availability guarantees, support processes, and issue resolution procedures in their proposal. The SLA must specify minimum uptime (excluding scheduled maintenance), guaranteed support availability, initial response times based on incident severity levels, and target times for issue resolution.
- v. All hardware and software required for systems integration and processing inmate orders shall be provided, warranted, and maintained at no additional cost to ADOC. Maintenance or replacement of hardware supplied by selected supplier shall occur within twenty-four hours notice to the Selected Supplier. The selected supplier should provide hardware and communications technical support 24 hours a day, 7 days a week. The selected supplier

shall assume all costs associated with network connectivity including band width for internet connections to selected supplier sites, all facilities, and ADOC Central Office.

- vi. The ADOC requires that selected supplier's data be accessible by ADOC staff. This includes to definable data exports into other systems, definable data imports from other systems, ad hoc reporting, and ad hoc data extract files. This accessibility shall be able to be processed in both real time and batch modes.
- vii. Selected Supplier will be required to adhere to ADOC defined project management procedures and change control processes. Access to the environment will be controlled by the ADOC and any access to the production environment will be granted on a case-by-case basis.
- b) Option 1 On Site GK Ivey and Option 2 Off Site shall meet the requirements in 3.6 a) and the following requirements:
 - i. Selected Supplier will be provided a list of inmates' fund balances electronically in either a single batch file or real time. Selected Supplier shall assure that sales do not exceed the inmates' Inmate Trust Fund (ITF) balances.
 - ii. Supplier's on-site computers must have an automatic lock-out system to prevent unauthorized use of the computer.
- c) Option 3 Bulk option shall meet the requirements in 3.6 a) and the following:
 - i. The ADOC requires an automated web-based ordering system in which individual facilities can submit their weekly bulk delivery order to the Supplier.
 - ii. The ADOC requires the selected supplier to offer a fully functional Canteen system to be used by ADOC to process inmate Canteen orders at point of sale. This system must interface with all current and future ADOC systems. Supplier shall describe the method(s) by which the system will interact with ADOC's current and future systems.

3.7 File and Reporting Requirements

- a) All Options:
 - i. Selected supplier must provide the ADOC with documentation substantiating the amount of all price increases to be passed on to the facilities. Such documentation must be provided to ADOC Central Accounting for evaluation and approval prior to the application of any price increases by selected supplier.
 - ii. Selected supplier will notify the ADOC, in writing, as soon as possible of any items included in the agreed upon "Canteen Master Product List" that:
 - 1. can no longer be supplied by Supplier; and/or
 - 2. are no longer packaged as described on the "Canteen Master Product List."

- iii. ADOC shall send data to the Selected Supplier at agreed times during the day containing the locations of the inmates for accuracy in delivery. The data shall include inmate ID number, name, facility and cell location, incentive level, date of birth, available spending amount, and incentive level.
- iv. The Selected Supplier shall provide a file with each record including: ADOC inmate ID number, transaction number, item number, UPC number, item description, quantity purchased, total price purchased per item and transaction date and time. The first record in each file shall contain a header record that contains the number of overall records included not counting the header record and the overall total of all items combined.
- v. Frequency of file transfers shall be mutually agreed upon by Selected Supplier and ADOC during the pre-implementation phase when data files will be transmitted. Subject to ongoing needs, the frequency of file transfers may be changed during the life of the contract. ADOC will consider a real time interface solution. Supplier may provide a solution in their response to this RFP.
- vi. Selected Supplier shall provide ADOC with the following reports: (ADOC will also consider a dashboard solution that will provide the following information. Proposed solution must allow for exports and schedule reports.)
 - 1. Report listing all item/inmate rejections and reason why rejected.
 - 2. Report listing each inmate and the total amount scanned for each inmate.
 - 3. Report listing each inmate and the total amount accepted for each inmate.
 - 4. Report listing all items delivered, including total amount per inmate.
- vii. Supplier shall provide a "Sales Report" for product delivered to each of ADOC's twenty-six (26) facilities. The report must detail the sales by facility and include individual item descriptions, stock numbers, unit cost, and total cost for the period requested. This report must be available in both PDF and excel format. (ADOC will also consider a dashboard solution that will provide this information. Said solution must allow for exports and schedule reports.)
- b) Option 1 On Site GK Ivey and Option 2 Off Site In addition to the requirements in 3.7
- a), Selected Supplier shall provide ADOC with the following reports:
 - i. A report monthly at a minimum and also on request for a given time period, that shows a per item basis for all items sold through the canteen operation, the number of backorders taken for each item, the dollar amount sold, the items sold to inmates and the dollar amount spent by each inmate. The report will be due to ADOC Central Accounting no later than the fifteenth (15th) day of the month immediately following the end of each month.
 - ii. Selected Supplier shall provide ADOC with the following reports:
 - 1. Report listing all item/inmate rejections and reason why rejected.
 - 2. Report listing each inmate and the total amount scanned for each inmate.
 - 3. Report listing each inmate and the total amount accepted for each inmate.
 - 4. Report listing all items delivered, including total amount per inmate.

- iii. Once the selection process is complete by the inmates, Selected Supplier will be required to allow ADOC the ability to create and run desired reports at will.
- c) Option 3 Bulk Delivery. In addition to the requirements in 3.7 a), Suppliers providing Option 3 shall provide the following report:
 - i. The ADOC requires electronic invoices that will be uploaded into our current ITF canteen system or any future canteen system acquired by the ADOC. Specifications for the invoice file are included in Appendix I.

3.8 Delivery Requirements – All Options

- a) Selected Supplier will be expected to provide deliveries twice per week to each of the facilities listed in Appendix C and any facilities that the ADOC elects to add during the life of the contract.
- b) Selected Supplier must make deliveries during on the days and at such times as are mutually agreeable to each facility's Warden. Each Warden will have approval authority over the delivery schedule for his/her facility.
- c) Selected Supplier must also be capable of handling alternate delivery days and times in order to accommodate scheduled State holidays.
- d) Transportation expenses for delivering orders other than the scheduled weekly delivery, where such delivery is required through no fault of the facility, shall be the responsibility of Selected Supplier. Deliveries arriving at unapproved times, as determined by the Warden of the respective facility, may be refused at the Warden's discretion. Redelivery at an appropriate time will be at Supplier's expense.
- e) Selected Supplier must ensure its delivery equipment, and its drivers, at all times follow all State and Federal motor vehicle laws and regulations.
- f) If ADOC deems the delivery window unsuitable due to any unusual event, the supplier must immediately comply with any directive issued by ADOC staff, which may include postponing, rerouting, or rescheduling the delivery. Suppliers must understand that delivery delays or rescheduling may occur due to emergent institutional security needs and agree to maintain flexibility and communication to support ADOC's operational integrity. Failure to follow this communication protocol may result in delayed access, security hold, or denial of facility entry.
- g) Supplier's delivery driver must observe unloading and issue credits for missing or damaged products before leaving the premises.

3.9 Canteen Product Requirements

- a) All options shall meet the following requirements:
 - i) Selected Supplier must sell and deliver the canteen items listed on the "Canteen Master Product List," at the agreed upon price.

- ii) The ADOC reserves the right to add, delete, and otherwise modify items included on the "Canteen Master Product List" at its discretion based upon operational or security considerations as well as needs and requests of the inmate population. Such changes will be made in writing by the ADOC and will become effective only after adequate notification to Selected Supplier. Sufficient time will be granted Selected Supplier to deplete any stock of items to be deleted from the "Canteen Master Product List" for which the ADOC is the primary consumer.
- iii) Selected Supplier must sell all canteen items according to the agreed upon price and must honor and maintain the agreed upon prices for the first six (6) months of the contract, excluding increases in postage.

After the first six (6) months of the contract, and quarterly thereafter, the Selected Supplier and ADOC may evaluate pricing structure to determine if adjustments are necessary.

- iv) To justify increases, Selected Supplier will request price increases only for those products for which it has experienced a price increase from its manufacturer; Selected Supplier must provide documentation for each requested price increase. The Selected Supplier shall furnish the documentation for the proposed price increase(s) at least thirty (30) days prior to the proposed date of the price increase(s) to substantiate any increase(s). Adjustments in pricing shall be consistent with increases in the market and must be agreed upon by ADOC. If parties to the contract cannot agree upon proposed price increase(s), it is hereby understood that the contract may be terminated by the ADOC.
- v) Quarterly, Selected Supplier and ADOC may independently propose menu changes, such as adding new items, deleting items and replacing items provided such changes do not exceed 15% of the total items on the canteen menu.
- vi) Selected Supplier may at any time replace items that have been discontinued or are no longer available from the manufacturer with similar items, upon the prior approval of ADOC which shall not be unreasonably withheld. ADOC should be notified in writing that a product is being discontinued within sixty (60) days of the product being discontinued.
- vii) Written documentation regarding description and packaging changes or the non-availability of any item must be provided to the ADOC and will become part of the contract between Selected Supplier and the ADOC.
- viii) All soft drinks must be in twelve (12) ounce aluminum cans and all other products must be in the size specified on Appendix E. ADOC reserves the right to eliminate items from consideration if the size is not available from all suppliers. Elimination will be at the sole discretion of the ADOC.
- ix) Selected Supplier shall make no substitutions for products, either in quantity or packaging size, without prior written approval from the ADOC.
- x) Selected Supplier shall provide only first quality merchandise. Delivery of dated food items must be scheduled so as to ensure at least a thirty (30) day shelf life remaining at the time of delivery to the facilities (or to be determined by the manufacturer's freshness date).

- xi) Should items on the agreed upon "Canteen Master Product and List" become unavailable or cannot be delivered on time by Selected Supplier, the ADOC may purchase the items from sources other than Selected Supplier.
- b) Option 1 On Site GK Ivey and Option 2 Off Site.

In addition to the requirements in 3.9 a), Suppliers providing Option 1 and Option 2 shall additionally:

- i. Supplier shall provide, free of charge to inmates, condiments and other product companion items (ex. ketchup, mustard, mayonnaise, spoons, matches) related to inmate orders of sandwiches, ice cream, and tobacco products. Inmate should have the ability to decline these items.
- ii. Supplier shall describe in their proposal which condiments or companion items will be offered for which items and how many are provided per ordered item.

3.10 Canteen Contract Performance Requirements for All Options

Selected Supplier will be measured in the following areas for canteen contract performance:

- a) The Department's approved delivery schedule of date and time for each facility will be adhered to and any deviation is unacceptable without prior approval. Failure to maintain the approved delivery schedule without notification and approval of a new delivery schedule on a habitual basis may result in a penalty ranging from \$500 to \$1,000 per incident and may increase proportionally for each subsequent offense.
- b) Any deviation from the Department's standardized canteen list is unacceptable and is subject to a fine ranging from \$100 to \$1,000 per incident and may increase proportionally for each subsequent offense.
- c) Selected Supplier must provide the inventory as specified with not more than five percent (5%) of the approved canteen list shown as out of stock per week. Selected Supplier must notify the Department of said changes in approved inventory items weekly and the reason for the change. If there is a pattern of repeating the same reason for change over a period of 30 days, Selected Supplier will immediately implement systems to eliminate future occurrences. Penalties ranging from \$100 to \$1,000 per incident and may increase proportionally for habitual out of stock items.
- d) Failure to provide price verification reports twice annually or upon request of the Department may result in a fine ranging from \$100 to \$1000 per incident and may increase proportionally for each subsequent offense.

3.11 Operational Requirements

a) All Options shall meet the following requirements:

- i. The pricing for the canteen items shall include the computer hardware and software costs, order forms, marketing materials, cost of products, packaging, labor, transportation and commissions returned to ADOC.
- ii. No glass containers or aerosol containers shall be permitted. Selected Supplier agrees to provide merchandise in corrections-safe packaging appropriate for the secure environment; all containers shall be subject to approval by ADOC. Selected Supplier shall carry only "Master" brand combination padlocks with key access. No products containing alcohol shall be offered for sale. Disposable razors designed for a correctional environment are acceptable for sale in facilities.
- iii. The ADOC will have the option to require reasonable additions to the menu of products offered to replace items unpopular if new items are available.
- iv. Canteen orders shall be accepted by tablets or kiosk. Inmates shall submit orders through a standard process established for all ADOC facilities. Throughout the life of the contract, and with the prior approval of ADOC, other methods of order submission may be utilized. All ordering methods shall be subject to the approval of ADOC. Selected Supplier shall verify eligibility, inmate name, inmate location, total quantity of items purchased, total amount purchased and transaction date. Selected Supplier shall provide information and equipment to ADOC for order fulfillment. Paper orders will not be acceptable.
- v. A standardized order process and menu shall be used by all facilities. Only non-restricted items that are in compliance with attached weekly fifty (50) item limits for inmates at their assigned levels per the ADOC shall be authorized for purchase.
- vi. Inmates are allowed to submit one canteen order per week if he/she has sufficient funds in his/her trust account and within the weekly item limit.
- vii. Selected Supplier shall work with ADOC staff and medical services provider to identify "healthier" food item availability.
- viii. In their proposal, Supplier shall state a method that allows the verification of the contents by staff and acknowledgement by the inmate of receipt of the package.
- ix. The ADOC makes no guarantee, expressed or implied, with regard to actual consumption during the contract period. It should be further noted that changes in departmental policies and procedures may become necessary during the term of the contract. Those changes could impact canteen activity, either directly or indirectly.
- x. Selected Supplier shall maintain an adequate inventory of items specified for the service to make weekly shipments to each of the department's facilities. Substitution, deletions, or additions of products or portions specified must have prior approval of the ADOC.
- xi. Selected Supplier shall propose canteen products that are new to the market for review and approval by the ADOC. Selected Supplier shall provide product samples of any item offered when requested by the ADOC at no charge to the ADOC.

- xii. Warranty information shall be included in the box with all electronic items. Selected Supplier shall replace any damaged or defective goods or shortages at no cost and within five (5) business days. Supplier shall provide transportation of goods to the ADOC facilities.
- xiii. Supplier is to define in detail in their proposal how it will handle credits for lost bags, missing items, undelivered orders, and spoilage.
- xiv. Selected Supplier shall provide a dedicated Facility Staff toll free hotline to exclusively service ADOC staff for the purpose of resolving service complaints. Service complaints shall be resolved within five (5) workdays with intentions for resolution and to have resolution completed within ten (10) workdays.
- b) Option 1 On Site GK Ivey and Option 2 Off Site.

In addition to the requirements stated in 3.11 a), Supplier providing Option 1 or Option 2 shall:

- i. In their proposal, Supplier should explain in detail how they shall handle inmate refunds, returns, and credits for: (1) those inmates that were released or transferred and (2) damaged goods and shortages (i.e. out of stock items), (3) undelivered items. The refund, return and credit process must take no longer than thirty (30) days for resolution upon receipt of the return without written justification from the Selected Supplier. Errors (i.e. overcharges) shall be corrected within 48 hours.
- ii. If an inmate's order exceeds more than the inmate's available funds or item limit (50), the Selected Supplier must eliminate items. Supplier shall state in their proposal how they would comply with this Section. A priority shall be given to hygiene items.
- iii. Selected Supplier shall purchase the existing canteen inventory from the ADOC at the cost the ADOC originally bought the items. The canteen inventory must be purchased within thirty (30) days from the implementation of the contract. The on-hand dollar value of the existing canteen inventory for all facilities as of May 21, 2025, was \$504,485.51.
- iv. The ADOC shall provide the existing canteen space at each facility for use by the Selected Supplier to distribute weekly, prebagged purchases to inmates.
- v. With the exception of stamps, Supplier will propose a monthly Canteen Fund commission on all gross sales. The commission, for sales taking place the previous month, shall be paid to the ADOC no later than the fifteenth (15th) day of each month.
- vi. Selected Supplier will bag each inmate's canteen order in a sealed and secure seethrough material. Items being delivered will be subject to search prior to being issued to the inmates. Inmates shall sign for the items at the time of delivery.
- vii. Using existing canteen areas at each of the facilities, Selected Supplier shall deliver inmates' orders directly to the inmates. Selected Supplier must require the inmate to provide the Selected Supplier with an electronic signature acknowledging receipt of the

order. A printed copy of the order, reflecting the inmate's electronic signature must be provided to the inmate at the time the inmate is physically given his or her order.

viii. Selected Supplier is responsible for settling accounts if an inmate is released from prison prior to delivery of order by issuing a full refund to inmate. Orders processed and delivered to a facility for an inmate who has been transferred to another facility shall be delivered to the inmate's gaining facility by the Selected Supplier or voided and credited back to the inmate purchaser's account.

ix. Inmates will only be charged for those items received and every effort shall be made by Selected Supplier to maintain adequate inventory levels to minimize "out of stock" items.

- x. Inmates shall not be charged for any transaction for which Selected Supplier cannot provide supporting documentation.
- xi. The Selected Supplier shall supply all packaging and shipping materials (such as bags/boxes) used to package and deliver goods to inmates. Individually processed orders shall be packaged by inmate housing unit and clearly marked with the inmate's housing unit and dorm number. The Selected Supplier shall utilize their transportation fleet for the transportation and delivery of packaged goods from the fulfillment location(s).

c) Option 1 On-Site GK Ivey:

In addition to the requirements in 3.11 a) and 3.11 b), Suppliers providing Option 1 On Site GK Ivey shall:

- i. Supplier shall provide weekly canteen services for approximately twenty thousand nine hundred (20,900) inmates incarcerated by the ADOC through a centralized on-site bag and delivery service operated by the Selected Supplier employing ADOC inmate labor. In their proposal, Selected Supplier shall state the proposed wage offered to inmate workers and the wage offered must be competitive with what other companies in the same industry are offering for similar positions.
- ii. Supplier shall define in detail the proposed operation of an on-site secure bagging system and delivery of all approved canteen items, to include perishable sandwich line items.
- iii. Selected Supplier shall describe how canteen orders will be delivered directly to inmates at each of ADOC's facilities. Supplier should provide perishable and non-perishable food items, health and beauty products, over-the-counter medications, postage and any other value-added items for sale to the inmate population. Items available for the canteen program will be similar to those shown on Appendix E, "Canteen Master Product List."
- iv. Supplier should provide perishable and non-perishable food items, health and beauty products, over-the-counter medications, postage and any other value-added items for sale to the inmate population. Supplier shall define in detail the proposed operation of an on-site secure bagging system and delivery of all approved canteen items, to include perishable sandwich line items. Selected Supplier must provide a means to handle the ordering of all approved canteen items by inmates, to include perishable sandwich line items at canteen

store front windows using a point of sales system and/or a weekly on-site bagging and delivery system operated by Selected Supplier.

- v. Selected Supplier must provide canteen and sandwich line services to the inmates at each ADOC institution two (2) days per week, or on scheduled days and hours approved by the facilities' respective Wardens. This schedule must be met during holidays. In addition, any exception to the schedule must be approved by the respective facility's Warden.
- vi. All orders must be pulled and filled using a "blind fill" method where the work order or pick slip may contain a code, number, barcode, etc., but must not reflect an inmate name, number, or institution. Only after such time as the package is sealed should the completed order form reflect all of the inmate specific information
- vii. Selected Supplier shall describe in their proposal how bagged canteen orders are to be delivered directly to the inmates at each of the ADOC's facilities.
- viii. Orders bagged on-site must be delivered to the inmate no later than two calendar (2) days after orders are placed. Orders must be delivered and receipted by Selected Supplier's On-Site staff to the inmates. Delivery hours at each facility will be set by the Warden and guaranteed by Selected Supplier unless the Warden notifies Selected Supplier of any changes due to security requirements.
- ix. Selected Supplier shall be responsible for reporting inmates working under this Agreement observed violating any laws or ADOC rules of conduct to facility Warden. Selected Supplier may request the institution remove any inmate it feels is unsuitable for the canteen service function.
- x. Selected Supplier shall be responsible for providing inmates with training in any particular task to which the inmate is assigned. Supplier shall document this training and make such documentation available to the Warden or his/her designee. Selected Supplier shall be responsible for evaluating inmates in writing and keeping a file of these evaluations. Selected Supplier shall provide the Warden or his/her designee with copies of these evaluations.
- xi. Selected Supplier shall use care in the use of space and equipment. Selected Supplier shall bear the expense of necessary repairs if they are caused by the negligence of Supplier's employees. The ADOC shall be responsible for completing the repairs.
- xii. Selected Supplier shall report all hazardous equipment or conditions that need immediate attention, repair, and/or replacement to the facility Warden.
- xiii. Selected Supplier shall be responsible for maintaining a sanitary work area and will be subject to inspections of the work area by the Alabama Department of Public Health.
- xiv. The Selected Supplier shall utilize the designated area provided by ADOC at the GK Ivey Correctional Complex to receive, store, and manage bulk inventory as well as the packaging and distribution of canteen orders to be delivered to ADOC's facilities.

xv. Selected Supplier shall lease the warehouse space from ADOC where on site bagging operations are located and pay a monthly lease payment of \$1,000.00. Additionally, Supplier shall pay ADOC a monthly utility payment of \$3,000.00. This will include the monthly fee for trash removal. During the course of the contract, payment for utilities may be adjusted quarterly per mutual agreement. Payments shall be in monthly installments to be paid in arrears by the fifteenth (15th) business day of each month that immediately follows the month for which the fee is due.

This warehouse will be composed of 3,045 square feet for Supplier. Included in this 3,045 square feet is 195 square feet for final baggage check/packing; 1,083 square feet for picking/back packing area (along roller beds); 1,666 square feet of storage, including a 6-foot aisle; and 101 square feet of cold storage.

xvi. Selected Supplier shall have the ability to coordinate with ADOC inventory accountability for used and unused inventory for the canteen program. Inventory is a consignment inventory which belongs to the Selected Supplier.

d) Option 2 Off Site Delivery:

In addition to the requirements in 3.11 a) and b), Suppliers providing Option 2 Off Site shall provide:

- i. Orders must be pulled and filled using a "blind fill" method where the work order or pick slip may contain a code, number, barcode, etc., but must not reflect an inmate name, number, or institution. Only after such time as the package is sealed should the completed order form reflect all of the inmate specific information.
- ii. Selected Supplier shall describe in their proposal stating how canteen orders are to be delivered directly to inmates at each of ADOC's facilities.

e) Option 3 Bulk Delivery:

In addition to the requirements in 3.11 a), Suppliers providing Option 3 Bulk Delivery shall provide:

- i. Suppliers submitting proposals shall provide wholesale pricing for all items listed in Appendix G (Option 3 spreadsheet) in their proposal. Suppliers must enter the wholesale unit price for each item, multiply the unit price times the estimated consumption quantity, record the total price in the "Extended Cost" column, total the extended cost for each page and record the total in the space provided on the last page, and add the page totals for a grand total.
- ii. Supplier is to define in detail in its response how it will handle credits for missing items, undelivered orders, and spoilage.
- iii. Supplier is to provide bulk delivery of products to canteen stores operated by ADOC staff located throughout the state (Appendix C). Supplier shall also detail any operational enhancements that the ADOC will be provided if awarded the contract.

iv. Supplier's delivery driver must observe unloading and issue credits for missing or damaged products before leaving the premises.

3.12 Accounting and Payment Terms for all Options

- a) Weekly, the Selected Supplier shall e-mail a detailed bill to each facility's Business Office for products to be delivered. The bill shall contain the necessary information for payment from the inmate accounts, for items purchased from the canteen, including:
 - i. The sales order number, inmate number and name, and three sales totals for each order: non-commission item sales (e.g., postage stamps), commission item sales, and total sales.
 - ii. Any state, county, municipal, and federal taxes, including sales tax, and any other taxes imposed by other governmental entities so authorized. Specifically, Alabama sales taxes shall be collected and remitted to the proper authorities by Selected Supplier.
- b) Monthly, the Selected Supplier shall pay the negotiated percentage of the Total Gross Sales generated by each facility to ADOC Central Accounting. Payments must include a report showing by day the total non-commission item sales and the total commission item sales for which the commission payment is being made. Commission payments shall be paid in arrears by the fifteenth (15th) business day of each month that immediately follows the month for which the commission payment is owed. Payments shall be sent to:

State of Alabama Department of Corrections ADOC Accounting P.O. Box 301501 Montgomery, Alabama 36130-1501

- c) Selected Supplier and ADOC shall implement a transition of services plan. ADOC shall cooperate in good faith with Selected Supplier on the design and implementation of a phased plan that will reduce the amount of old inventory to the greatest extent possible over the course of the transition of services. Selected Supplier shall buy out the remaining inventory at the State's cost of purchase upon full and final implementation of services at all ADOC facilities so that no ADOC facility or canteen operation takes a loss.
- d) In their proposal, Potential Suppliers shall indicate the proposed percentage of total monthly gross sales to be paid to ADOC.
- e) For purposes of this contract, "Total Gross Sales" means the total sales of all commissionable canteen items less refunds, returns, credits and taxes or fees imposed on each transaction and remitted to a government entity. The definition of Total Gross Sales is further adjusted to exclude any non-commissioned postage or other non-commissionable sales that are approved by the ADOC.
- f) Selected Supplier shall propose a monthly canteen commission on all gross sales excluding non-commissionable sales. The commission, for sales taking place the previous month, shall be paid to the ADOC no later than the fifteenth (15th) day of each month.
- g) Option 1 On Site GK Ivey:

In addition to the requirements in 3.12 a) through f), Suppliers providing Option 1 On Site GK Ivey shall provide:

i. Selected Supplier will make separate negotiated monthly payments for lease and utilities of warehouse space directly to ADOC Accounting in accordance with 3.11 c) xiii. Payments shall be paid in arrears by the fifteenth (15th) business day of each month that immediately follows the month for which the payment is due. Payments shall be sent to:

State of Alabama Department of Corrections ADOC Accounting P.O. Box 301501 Montgomery, Alabama 36130-1501

3.13 Supplier Account Manager.

Supplier shall provide a dedicated account manager to assist with questions, concerns, repair, or other necessary account items on a 24-7-365 basis. This account manager shall be available by phone or in-person in a reasonably time when necessary.

Supplier shall describe in their proposal the response times for usual issues such including missing/damaged inventory, staff shortages, technical issues, and issues related to IT products.

3.14 Emergency Response Assistance – All Options

In the event of an emergency declared by ADOC, Supplier shall provide emergency supplies such as bottled water or ice, to any facility. Such delivery shall be made within 5 hours of request. Supplier shall separately invoice ADOC for these supplies.

3.15 Liquidated Damages

- a) ADOC may impose liquidated damages if it is determined that the Selected Supplier is found to be non-compliant with any term of this contract. Liquidated damages shall be assessed on a per occurrence, per day basis. The amount of the liquidated damages shall increase after every 30 days that the item of non-compliance remains unresolved.
- b) The ADOC Commissioner shall provide written cure notice to the Selected Supplier when it is determined that the Selected Supplier is found to be in non-compliance. Such written cure notice shall specify a cure period of at least 30 days. Should the Selected Supplier fail to address the deficiency within the cure period, liquidated damages shall be assessed starting the first day following the end of the cure period. ADOC may extend the cure period if the Selected Supplier has not fully resolved the issue of non-compliance but has shown improvement during the cure period. Liquidated damages shall accrue until the Selected Supplier has addressed the deficiency to the satisfaction of the ADOC.
- c) Liquidated damages shall be invoiced by ADOC. Payments due ADOC for invoiced amount(s) shall be due within thirty (30) days of Selected Supplier's receipt of invoice.

d) Liquidated damages for the first 30 days following the expiration of the cure period shall be \$125 per occurrence, per day. For each subsequent 30-day period, the amount shall increase by \$25 per occurrence, per day, (i.e., \$125 for days 31 - 60, \$150 for days 61-90, etc.) until the deficiency is resolved.

3.16 Program Guarantee Performance Bond - All Options

- a) Supplier must provide official documentation in its' Proposal from a bonding or surety company that it has the ability to provide a Performance Guarantee or Bond in the amount of one million dollars (\$1,000,000.00) within fifteen (15) working days of contract signature by the ADOC Commissioner. Security will be in the form of a formal bond or other form acceptable to the ADOC.
- b) Letters of guarantee from a parent company or subsidiary will not be an acceptable form of a performance guarantee. The Performance Guarantee or Bond will remain in force from October 1, 2025, through the end of the initial contract term. A breach of contract by Supplier will cause the Performance Guarantee or Bond to become payable to the State of Alabama. The Department will be the custodian of the Performance Guarantee or Bond.
- c) The Performance Guarantee or Bond is predicated upon the condition of verified services rendered by Supplier regarding the fulfillment of all contractual obligations. A good faith effort has been made by the ADOC to list all functions and/or services required for the fulfillment of the contract in the provision of Canteen Services.
- d) This in no way relieves Supplier of the obligation to furnish all personnel, services, and equipment required in meeting the needs of the ADOC for proper and professional implementation of the contract.

3.17 Canteen Accounting System

Proposals shall include a canteen accounting system including the following complied requirements.

a) All Options

- i. Selected Supplier must provide, install, and maintain, a kiosk canteen ordering system or to facilitate the processing of inmate canteen orders. A minimum of one (1) kiosk per facility shall be provided by Supplier. Kiosks under this Section shall be fully operational within 60 days of contract execution. (3.4 a) i.)
- ii. Deliveries must utilize barcode scanners to ensure item accuracy, validate inmatespecific orders, and deter substitution or manipulation of canteen items. (3.4 a) ii.)
- iii. For the duration of this contract, the supplier must maintain a digital ledger or tracking system for all packages, documenting the chain of custody from origin to final delivery. (3.5 l))
- iv. Selected Supplier shall have proven knowledge and experience in providing integration between their order management system and other prison systems' inmate banking systems. The integration for all correctional facilities shall allow inmate information to be

exchanged between the Selected Supplier and ADOC for processing from the inmate banking system. Software shall be able to manage product restrictions, weight limits, product quantity limits, limits by inmate status, dollar limits, and limits by gender. Software shall be compatible with Windows and be able to interact seamlessly with ADOC's Inmate Management Suite. Software utilized shall be commercially available for license and shall be fully internet based and hosted, making it simple to implement, easy to maintain and use.

- 1. The software provided under the contract shall be legally licensed for use by the state, with no fees or other charges payable by the state, for the entire duration of the contract including all renewals, extensions, and modifications thereof. Upon termination of the contract for any reason, ADOC shall own the records at ADOC facilities and have the unrestricted ability, free of charge, to use the software supplied under the contract to access such records, for the canteen program. ADOC shall receive all data in an ADOC approved method within 15 days after termination date,
- v. ADOC requires automated interfaces with its key systems, such as the Offender Management and Inmate Trust Fund systems. Suppliers must utilize ADOC's established integration points: an API broker for real-time/transactional data transfers and a secure electronic file transfer (SFT/SFTP) system for batch report and data transfers. Utilization of these ADOC-provided systems for all required information sharing is mandatory/preferred.
- vi. Supplier shall provide, install, and maintain, at no cost to the ADOC, all necessary equipment required to facilitate the processing of inmate canteen orders. This shall include the following specifications:
 - 1. Equipment Standards: All hardware installed within ADOC facilities must be appropriate for a correctional environment with respect to durability, ruggedization, and tamper-resistance.
 - 2. Network Connectivity: ADOC will not provide network connection points. The Supplier shall provide solution for network connectivity and plans on maintaining their equipment. ADOC shall have full access to the network administration and logs of the Supplier's network.
- vii. The system should be designed to accommodate a concurrent user load of up to 50 ADOC staff users and 200 inmate users (e.g., via kiosk or other interface) simultaneously. Supplier shall provide a Service Level Agreement (SLA) detailing performance metrics, availability guarantees, support processes, and issue resolution procedures in their proposal. The SLA must specify minimum uptime (excluding scheduled maintenance), guaranteed support availability, initial response times based on incident severity levels, and target times for issue resolution.
- viii. All hardware and software required for systems integration and processing inmate orders shall be provided, warranted, and maintained at no additional cost to ADOC. Maintenance or replacement of hardware supplied by selected supplier shall occur within twenty-four hours notice to the Selected Supplier. The selected supplier should provide hardware and communications technical support 24 hours a day, 7 days a week. The

selected supplier shall assume all costs associated with network connectivity including band width for internet connections to selected supplier sites, all facilities, and ADOC Central Office.

- ix. The ADOC requires that selected supplier's data be accessible by ADOC staff. This includes definable data exports into other systems, definable data imports from other systems, ad hoc reporting, and ad hoc data extract files. This accessibility shall be able to be processed in both real time and batch modes.
- x. Selected Supplier will be required to adhere to ADOC defined project management procedures and change control processes. Access to the environment will be controlled by the ADOC and any access to the production environment will be granted on a case-by-case basis. (3.6 a) i-vi.)
- xi. The Selected Supplier shall provide a file with each record including: ADOC inmate ID number, transaction number, item number, UPC number, item description, quantity purchased, total price purchased per item and transaction date and time. The first record in each file shall contain a header record that contains the number of overall records included not counting the header record and the overall total of all items combined.
- xii. Frequency of file transfers shall be mutually agreed upon by Selected Supplier and ADOC during the pre-implementation phase when data files will be transmitted. Subject to ongoing needs, the frequency of file transfers may be changed during the life of the contract. ADOC will consider a real time interface solution. Supplier may provide a solution in their response to this RFP.
- xiii. Selected Supplier shall provide ADOC with the following reports: (ADOC will also consider a dashboard solution that will provide the following information. Proposed solution must allow for exports and schedule reports.)
 - 1. Report listing all item/inmate rejections and reason why rejected.
 - 2. Report listing each inmate and the total amount scanned for each inmate.
 - 3. Report listing each inmate and the total amount accepted for each inmate.
 - 4. Report listing all items delivered, including total amount per inmate.
- xiv. Supplier shall provide a "Sales Report" for product delivered to each of ADOC's twenty-six (26) facilities. The report must detail the sales by facility and include individual item descriptions, stock numbers, unit cost, and total cost for the period requested. This report must be available in both PDF and excel format. (ADOC will also consider a dashboard solution that will provide this information. Said solution must allow for exports and schedule reports.) (3.7 a) iv vii.)
- xv. Canteen orders shall be accepted by tablets or kiosk. Inmates shall submit orders through a standard process established for all ADOC facilities. Throughout the life of the contract, and with the prior approval of ADOC, other methods of order submission may be utilized. All ordering methods shall be subject to the approval of ADOC. Selected Supplier shall verify eligibility, inmate name, inmate location, total quantity of items purchased, total amount purchased and transaction date. Selected Supplier shall provide information and equipment to ADOC for order fulfillment. Paper orders will not be acceptable.

- xvi. Weekly, the Selected Supplier shall e-mail a detailed bill to each facility's Business Office for products to be delivered. The bill shall contain the necessary information for payment from the inmate accounts, for items purchased from the canteen, including:
 - 1. The sales order number, inmate number and name, and three sales totals for each order: non-commission item sales (e.g., postage stamps), commission item sales, and total sales.
 - 2. Any state, county, municipal, and federal taxes, including sales tax, and any other taxes imposed by other governmental entities so authorized. Specifically, Alabama sales taxes shall be collected and remitted to the proper authorities by Selected Supplier.
- xvii. Monthly, the Selected Supplier shall pay the negotiated percentage of the Total Gross Sales generated by each facility to ADOC Central Accounting. Payments must include a report showing by day the total non-commission item sales and the total commission item sales for which the commission payment is being made. Commission payments shall be paid in arrears by the fifteenth (15th) business day of each month that immediately follows the month for which the commission payment is owed. (3.12 a)-b))
- b) Option 1 On Site GK Ivey and Option 2 Off Site
 - i. Supplier must implement a real-time digital inventory system with chain of custody documentation and full audit trails accessible to ADOC upon request. (3.4 c) i.)
 - ii. In addition to 3.6 a), Selected Supplier will be provided a list of inmates' fund balances electronically in either a single batch file or real time. Selected Supplier shall assure that sales do not exceed the inmates' Inmate Trust Fund (ITF) balances. (3.6 b) i)
 - ii. In addition to 3.6 a), Supplier's on-site computers must have an automatic lock-out system to prevent unauthorized use of the computer. (3.6 b) ii)
 - iii. In addition to the requirements in 3.7 a), Selected Supplier shall provide ADOC with the following reports:
 - 1. A report monthly at a minimum, and also on request for a given time period, that shows a per item basis for all items sold through the canteen operation, the number of backorders taken for each item, the dollar amount sold, the items sold to inmates and the dollar amount spent by each inmate. The report will be due to ADOC Central Accounting no later than the fifteenth (15th) day of the month immediately following the end of each month.
 - 2. Selected Supplier shall provide ADOC with the following reports:
 - A. Report listing all item/inmate rejections and reason why rejected.
 - B. Report listing each inmate and the total amount scanned for each inmate.
 - C. Report listing each inmate and the total amount accepted for each inmate.
 - D. Report listing all items delivered, including total amount per inmate.

3. Once the selection process is complete by the inmates, Selected Supplier will be required to allow ADOC the ability to create and run desired reports at will. (3.6 b) i - ii.)

c) Option 3 Bulk option

- i. In addition to 3.6 a), the ADOC requires an automated web-based ordering system in which individual facilities can submit their weekly bulk delivery order to the Supplier. (3.6 c) i)
- ii. In addition to 3.6 a), the ADOC requires the selected supplier to offer a fully functional Canteen system to be used by ADOC to process inmate Canteen orders at point of sale. This system must interface with all current and future ADOC systems. Supplier shall describe the method(s) by which the system will interact with ADOC's current and future systems. (3.6 c) ii)
- iii. In addition to the requirements in 3.7 a), the ADOC requires electronic invoices that will be uploaded into our current ITF canteen system or any future canteen system acquired by the ADOC. Specifications for the invoice file are included in Appendix I. (3.7 c) i)

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SECTION IV CERTIFICATIONS

4.1 Liability and Indemnification

Supplier agrees to indemnify and hold harmless the State of Alabama, the ADOC, and their officers and employees from and against any and all loss or damage, including court costs and attorney fees, for liability claimed against or imposed upon the ADOC because of a bodily injury, death, or property damage, real or personal, including loss of use thereof, arising out of or as a consequence of the breach of any duty or obligation of Supplier included in this agreement, negligent acts, errors or omissions, including engineering and/or professional error, fault, mistake, or negligence of Supplier, its employees, agents, or representatives, or sub-Suppliers, their employees, agents, or representatives in connection with or incident to the performance of their contract, or arising out of Worker Compensation claims, Unemployment Compensation claims, or Unemployment Disability Compensation claims of employees of Supplier and/or sub-Suppliers, or claims under similar such law or obligations. Supplier obligation, under this Section, will not extend to any liability caused by the sole negligence of the ADOC or its employees.

4.2 <u>Insurance Coverage</u>

Before signing the contract, Supplier must file with the ADOC a certificate from Supplier's insurer showing the amounts of insurance carried and the risk covered thereby. Supplier must carry general liability insurance coverage with one million dollars (\$1,000,000.00) combined single limit for personal injury and property damage that incorporates said coverages for all of Supplier's employees and sub-Suppliers. This coverage is required to extend to services performed at the various facilities and institutions where services will be provided under the contract. Supplier will also be required to provide a certificate naming the ADOC as an additional insured prior to contract execution. Supplier must carry vehicle insurance meeting state law requirements. Coverage required, but not limited to, includes Comprehensive General Liability, Worker's Compensation, and Employee's Liability.

Supplier will provide legal representation, at its own expense, in defending all suits against Supplier or Supplier's employees. Supplier will pay all judgments and costs rendered against Supplier or Supplier's employees in said suits.

4.3 Notice to Parties

Any notice given to the ADOC under the contract will be submitted in a timely manner. Notices will be mailed to the Alabama Department of Corrections, General Counsel, 301 South Ripley Street, Montgomery, Alabama 36130-1501, or P.O. Box 301501, Montgomery, Alabama 36130-1501. Notices to Selected Supplier will be mailed to the address shown in its submitted proposal, unless otherwise specified in the resulting contract. Notices will be sent by registered mail, return receipt requested.

Parties agree to fully cooperate with one another for the successful pursuit of their respective and mutual interests. Parties will share information and provide timely notification to one another in the event of a claim against either party. There shall be no settlement of any claim arising out of the performance of the resulting contract by Selected Supplier without consultation of the ADOC.

4.4 Legal Compliance

Supplier certifies compliance, or agreement to comply, with the following legal requirements and that it is not barred from being awarded a contract or subcontract due to a violation of these requirements or an inability or unwillingness to comply with these requirements.

- a) No person or business entity will be awarded a contract or subcontract if that person or business entity:
 - i. has been convicted under the laws of Alabama, or any other state, of bribery or attempting to bribe an officer or employee of the State of Alabama or any other state in that officer's or employee's official capacity; or
 - ii. has made an admission of guilt of such conduct that is a matter of record but has not been prosecuted for such conduct.
- b) No business will be barred from contracting with the ADOC as a result of the conviction of any employee or agent of the business if the employee or agent is no longer employed by the business and:
 - i. the business has been finally adjudicated not guilty; or,
 - ii. the business demonstrates to the ADOC that the commission of the offense was not authorized, requested, commanded, or performed by a director, officer, or a high managerial agent on behalf of the business.
- c) When an official, agent, or employee of a business committed the bribery, or attempted bribery, on behalf of the business and pursuant to the direction or authorization of a responsible official of the business, the business will be chargeable with the conduct.

4.5 Felony Conviction

No person or business entity or officer or director of such business entity convicted of a felony is eligible to do business with the ADOC from the date of conviction until ten (10) years after the date of completion of the sentence for such felony, unless no person held responsible by a prosecutorial office for the facts upon which the conviction was based continues to have any involvement with the business.

No employee of the Selected Supplier is eligible to enter any facility for work under this contract if he/she has been convicted of a felony until ten (10) years after the date of completion of the sentence for such felony.

4.6 **Inducements**

Any person who offers or pays any money or valuables to any person to induce him or her not to submit a proposal to the RFP is guilty of a felony. Any person who accepts money or other valuables for not submitting a proposal on the RFP, or who withholds a proposal in consideration of the promise for the payment of money or other valuables, is guilty of a felony. Supplier certifies that it will not take part in any such conduct.

4.7 Reporting Anticompetitive Practices

When, for any reason, Supplier or a designee suspect collusion or other anticompetitive practice among any suppliers or employees of the ADOC, a notice of the relevant facts will be transmitted to the Alabama Attorney General and the ADOC Commissioner's Office. This includes reporting any chief procurement officer, State purchasing agency, designee, or executive officer who willfully uses or allows the use of specifications, requests for proposal documents, proprietary competitive information, proposals, contracts, or selection information to compromise the fairness or integrity of the procurement or contract process, or any current or former elected or appointed State official or State employee who knowingly uses confidential information, available only by virtue of that office or employment, for actual or anticipated gain for themselves or another person.

4.8 Equal Employment Opportunities – Affirmative Action/Sexual Harassment

Supplier shall:

- a) Refrain from unlawful discrimination in employment and undertake affirmative action to assure equality of employment opportunity and eliminate the effects of past discrimination;
- b) Comply with the regulations, procedures, and requirements of the ADOC concerning equal employment opportunities and affirmative action;
- c) Provide such information with respect to its employees and applicants for employment and;
- d) Have written sexual harassment policies that comply with the ADOC's policy, to include, at a minimum, the following information:
 - i. the illegality of sexual harassment;
 - ii. the definition of sexual harassment;
 - iii. a description of sexual harassment, utilizing examples;
 - iv. Supplier's internal complaint process, including penalties;
 - v. the legal recourse, investigative, and complaint process available through Supplier;
 - vi. directions on how to contact Supplier; and
 - vii. protection against retaliation.

4.9 Compliance

All work completed under the resulting contract must be in compliance with all applicable Federal, State, and local laws, rules, and regulations. Selected Supplier certifies that it is in compliance, and will remain in compliance, with all State, Federal, and local laws as well as all pertinent ADOC regulations in the performance of any prospective contract, including but not limited to, the following:

- a) Comply with the provisions of the Civil Rights Act of 1964.
- b) Comply with the nondiscrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375, relative to Equal Employment Opportunity for all persons with regard to race, color, religion, sex, or national origin, and the implementing rules and regulations prescribed by the Secretary of Labor.
- c) Comply with Section 504 of the Federal Rehabilitation Act of 1973 as amended (29 U.S.C. 794), the requirements imposed by the applicable H.E.W. regulation (45 C.F.R. Part 84), and all guidelines and interpretations issued pursuant thereto.
- d) Supplier is currently enrolled with the Department of Homeland Security ("DHS") in the E-Verify system and will not knowingly hire or continue to employ a person(s) who are not either citizens of the United States or person(s) who are not in proper and legal immigration status authorizing them to be employed for pay in the United States.
- e) Supplier will include a provision in all subcontracts that requires all subcontractors to utilize the E-Verify system to verify employment eligibility of all persons employed during the contract term. If requested, subcontractor must provide documentation as identified above.
- f) Supplier is in compliance with the Beason-Hammond Alabama Taxpayer and Citizen Protection Act as amended, by signing this Agreement, the contracting parties affirm, for the duration of this Agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of any resulting Agreement and shall be responsible for all damages resulting therefrom.
- g) Supplier will maintain a drug-free workplace. Supplier certifies that no individual engaged in the unlawful manufacture, distribution, dispensation, possession, or use of any illegal drug or controlled substance will be eligible for employment by the Supplier under the resulting contract.
- h) Supplier acknowledges and understands that any employee or subcontractor will be subject to, and will comply with, all security regulations and procedures of the ADOC at the various institutions.
- i) Supplier must have appropriate certifications, permits, and licenses in accordance with State and Federal law. The Supplier and its subcontractors will be responsible for obtaining any and all required governmental permits, consents, and authorizations. Supplier certifies responsibility for the collection and payment of any and all applicable state, county, municipal and federal taxes, including sales and tobacco tax, and any other taxes imposed by other governmental entities so authorized.
- j) All laws and rules regarding the handling and disposal of any hazardous materials that could result from this contract must be followed.

k) Pursuant to Alabama Code Section 14-11-31 as well as 28 C.F.R. Part 115, the Prison Rape Elimination Act ("PREA"), any type of sexual contact with or sexual harassment of an inmate in the custody of the ADOC by a contractor of the ADOC one who is responsible for the care, control, or supervision of inmates – with or without the consent of the inmate – is illegal. Under Alabama law, it constitutes a felony – custodial sexual misconduct. See also, ADOC Administrative Regulation 454, Inmate Sexual Assault and Harassment Awareness (Prison Rape Elimination Act (PREA)). The ADOC has a Zero Tolerance Policy toward all forms of custodial sexual misconduct, sexual abuse, and sexual harassment. Any type of conduct – including suspected conduct – that falls within the context of custodial sexual misconduct/sexual abuse, as defined by either the state or federal laws referenced above, shall be reported immediately to the Warden of the facility or director of the administrative division to which that inmate is assigned, or his/her designee.

4.10 Confidentiality and Use of Work Product

- a) Any documents or information obtained by Supplier from the ADOC in connection with the contract will be kept confidential and will not be provided to any third party unless the ADOC approves disclosure in writing. All work products produced under the contract including, but not limited to, documents, reports, information, documentation of any sort, and ideas, whether preliminary or final, will become and remain the property of the ADOC. Any patent, copyright, or other intellectual ideas, concepts, methodologies, processes, inventions, and tools (including computer hardware and software where applicable) that Supplier previously developed and brings to the ADOC in furtherance of performance of the contract will remain the property of Supplier. Supplier grants to the ADOC a nonexclusive license to use and employ such software, ideas, concepts, methodologies, processes, inventions, and tools solely within its enterprise.
- b) Selected Supplier will, at its expense, defend the ADOC against all claims, asserted by any person, that anything provided by Selected Supplier infringes a patent, copyright, trade secret, or other intellectual property right and will, without limitation, pay the costs, damages, and attorney fees awarded against the ADOC in any such action, or pay any settlement of such action or claim. Each party agrees to notify the other promptly on any matters to which this provision may apply and to cooperate with each other in connection with such defense or settlement. If a preliminary or final judgment is obtained against the ADOC for its use or operation of the items provided by Selected Supplier hereunder, or any part thereof, by reason of any alleged infringement, Selected Supplier will, at its expense, either:
 - i. modify the item so that it becomes non-infringing;
 - ii. procure for the ADOC the right to continue to use the item;
 - iii. substitute for the infringing item other item(s) having at least equivalent capability; or
 - iv. refund to the ADOC an amount equal to the price paid, less reasonable usage from installation acceptance through cessation of use, which amount will be calculated on a useful life not less than five (5) years, and plus any additional costs the ADOC may incur to acquire substitute supplies or services.

- c) Supplier will do nothing to prejudice the ADOC to recover against third parties for any loss, destruction, or damage to State property, and will, upon request of the ADOC and at Supplier's expense, furnish to the ADOC reasonable assistance and cooperation, including assistance in the prosecution of suit and the execution of instruments of assignment in favor of the ADOC, in obtaining recovery.
- d) Supplier will maintain public liability, casualty, and auto insurance in sufficient amounts to protect the ADOC from liability for acts of Supplier and risks and indemnities assumed by Supplier. If Supplier does not have minimum coverage for bodily injury including two hundred and fifty thousand dollars (\$250,000) per person and five hundred thousand dollars (\$500,000) per occurrence and, for property damage, two hundred thousand dollars (\$200,000) per occurrence Supplier must inform the ADOC and seek written permission for lesser coverage.
- e) The ADOC assumes no liability for the actions of Supplier and is unable to indemnify or hold Supplier harmless for claims based on the contract or use of Supplier provided supplies or services.

4.11 Warranty

- a) Supplier warrants that all services will be performed in a good and professional manner.
- b) Supplier warrants that it has the title to, or the right to allow the ADOC to use, the supplies and services being provided and that the ADOC will have use of such supplies and services without suit, trouble, or hindrance from Supplier or third parties. This is to ensure that no infringements, prohibitions, or restrictions are in force that would interfere with the use of such supplies and services that would leave the ADOC liable.

4.12 Breach and Other for Cause Terminations

The ADOC may terminate any contract resulting from this RFP without penalty to the ADOC, or further payment required, in the event of:

- a) Any breach of the contract that, if it is susceptible of being cured, is not cured within fifteen (15) days of the ADOC giving notice of breach to Supplier including, but not limited to, failure of Supplier to maintain covenants, representations, warranties, certifications, bonds, and insurance;
- b) Commencement of a proceeding by or against Supplier under the United States Bankruptcy Code or similar law, or any action by Supplier to dissolve, merge, or liquidate;
- c) Material misrepresentation or falsification of any information provided by Supplier in the course of any dealing between the ADOC and Supplier or between Supplier and any State agency;
- d) For the unavailability of funds appropriated or available to the ADOC; and for convenience of the ADOC.
- e) For the convenience of the State.

4.13 Entire Contract

The contract, including any attachments, will constitute the entire contract between Supplier and the ADOC. Modifications and waivers must be in writing and signed or approved by authorized representatives of Supplier and the ADOC to be binding. If any term or condition of the contract is declared void, unenforceable, or against public policy, that term or condition will be ignored and will not affect the remaining terms and conditions of the contract, and the contract will be interpreted as far as possible to give effect to the parties' intent.

4.14 Applicable Law

All services under the contract will be performed in accordance with applicable Alabama and Federal law, statutes, provisions, and regulations. Also, Supplier will comply with any Federal Court Orders that pertain to the operation of Alabama prisons and institutions for which the ADOC is statutorily responsible.

4.15 Alternative Dispute Resolution

In the event of any dispute between the parties, senior officials of both parties shall meet and engage in a good faith attempt to resolve the dispute. Should that effort fail, and the dispute involves the payment of money, a party's sole remedy is the filing of a claim with the Board of Adjustment for the State of Alabama. For any and all other disputes arising under the terms of this Contract which are not resolved by negotiation, the parties agree to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation, subject, however, at all times to the sovereign immunity of the State. Such dispute resolution shall occur in Montgomery, Alabama utilizing, where appropriate, mediators selected from the roster of mediators maintained by the Center For Dispute Resolution of the Alabama State Bar.

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SECTION V PROPOSAL REQUIREMENTS

5.1 Communications

- a) From the date of issuance of this RFP until a binding contractual agreement exists with any Selected Supplier, or when the State rejects all proposals, informal communications shall cease. Informal communications shall include, but will not be limited to:
 - i. Requests from any Supplier to any facility or unit at the ADOC, with the exception of the ADOC's Single Point of Contact, for information, comments, or speculation.
 - ii. Requests from any facility, unit at the ADOC, or any employee of the ADOC, with the exception of the ADOC's Single Point of Contact, for information, comments, or speculation to the Supplier.
- b) From the date of issuance of this RFP until a binding contractual agreement exists with the Selected Supplier, or when the ADOC rejects all proposals, all communications between the ADOC and the Supplier will be formal, as provided in this RFP, or as requested by the ADOC. Formal Communications shall include, but will not be limited to:
 - i. Written Requests for Clarification/Information pursuant to Section 1.13, or
 - ii. Oral Presentations, or
 - iii. Site-visits, or
 - iv. Negotiations.
- c) All formal inquiries for information should be directed to the Single Point of Contact, Ms. Mandy Speirs, by email at mandy.speirs@adoc.alabama.gov and include in the subject line "RFP 005 25000000002 Inmate Canteen Services."
- d) Failure to comply with this provision could result in disqualification of the Supplier from continuing in this process.

5.2 <u>Deadlines</u>

- a) Deadlines and other critical dates in this RFP have been provided in Appendix J. For any discrepancies between Appendix J and the dates included in the RFP, Appendix J will prevail. Failure to strictly adhere to these deadlines and other critical dates may result in disqualification of Supplier.
- b) Sealed Proposals must be received by 4:00 p.m., Central Standard Time, on October 23, 2025, at the below listed address. Responses are to be submitted in a sealed envelope and clearly marked, on the external packaging, "RFP 005 25000000002 Inmate Canteen Services." See Appendix B.

Proposals delivered directly by UPS, FEDEX or other delivery services:

State of Alabama
Department of Corrections
Legal Division
Attn: Mandy Speirs
301 South Ripley Street
Montgomery, AL 36130-1501

- c) All proposals received after the appointed date and hour for receipt, whether by mail or otherwise, will be returned unopened. The time of receipt shall be determined by the time received in the ADOC Legal Division. Suppliers have the sole responsibility for assuring that proposals are received in the ADOC Legal Division by the designated date and time.
- d) If proposals are hand delivered, or directly delivered by express mail, they must be delivered to the ADOC Legal Division at the address shown above. Hand delivered proposals must be delivered in ample time to allow for security check-in at the front desk of the Criminal Justice Center and delivery to the ADOC Legal Division prior to the closing time for this solicitation.
- e) Faxed, electronic, or oral proposals will not be accepted.
- f) If any prospective Supplier has questions about the specifications or other solicitation documents, that Supplier must submit the questions to the attention of the single point of contact, Mandy Speirs, via electronic mail at mandy.speirs@doc.alabama.gov, by 4:00 pm, Central Standard Time, on September 30, 2025. It is the Supplier's responsibility to verify receipt of the questions.
- g) Written Responses to those questions received by the ADOC will be posted by close of business on October 9, 2025, and in the STAARS system. Any revisions to the solicitation will be made only by addendum issued by the ADOC.

5.3 Proposal Preparation

The Supplier's corporate office must be registered with the Secretary of State to do business in the State of Alabama or provide proof of having submitted an application to do business with the assurance that Supplier will be licensed prior to assuming the contract.

In order to be considered for selection, Suppliers must submit a complete response to this RFP. Proposals should be as thorough and detailed as possible so the ADOC may properly evaluate Supplier's capabilities to provide the required services.

Suppliers are required to comply with the following instructions:

a) Proposals shall be signed by an authorized representative of Supplier. All information requested must be submitted. Failure to submit all information requested may result in the Department of Corrections requiring prompt submission of missing information and/or giving a lower score in evaluation of the proposal. Proposals that are substantially incomplete or lack key information may be rejected by the Department of Corrections.

- b) Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content.
- c) Proposals should be organized in the order in which the requirements are presented in this RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding Section of the RFP. It is also helpful to cite the paragraph number, sub-letter, and repeat the text of the requirement as it appears in the RFP. The proposal should contain a table of contents that cross references the RFP requirements. Information that Supplier desires to present, that does not fall within any of the requirements of the RFP, should be inserted at an appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed
- d) Ownership of all data, materials, and documentation originated and prepared for the State pursuant to the RFP shall belong exclusively to the State and be subject to public inspection in accordance with the *Open Records Act*. Trade secrets or proprietary information submitted by Supplier shall not be subject to public disclosure under the *Open Records Act*. Supplier, however, must invoke the protections of the *Code of Alabama*, in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line item, prices and/or total proposal prices as proprietary or trade secrets is not acceptable and will result in rejection of the proposal.
- d) Appendix K "Proposal Checklist" must be completed and submitted in Suppliers technical proposal.
- e) Envelopes containing proposals shall be sealed and marked in the lower left-hand corner with the solicitation number, time, and due date of the proposal. A sample of a return mailing label for identifying the package as a sealed proposal has been provided as Appendix B. This format should be used on your response envelope. It is further suggested that if you submit your proposal by a courier such as FedEx or UPS, and place your sealed envelope inside the courier's envelope, that you clearly mark the courier's envelope with the same information. The courier's envelope should be addressed as directed on the introduction page of the solicitation. Cost proposals must be in a separate sealed envelope.

Proposals may be hand delivered to the ADOC Legal Division. Ample time must be allowed, however, for security check-in at the front desk of the Criminal Justice Center and getting to the ADOC Legal Division.

No other correspondence or other proposals should be placed in the envelope.

5.4 Submission Requirements

One original and eight (8) "hard/paper" copies of the technical and cost proposals must be submitted to the Department of Corrections. Supplier must also submit eight (8) secured portable USB flash drives containing a "read only" electronic copy of the Technical Proposal and cost proposal in a readable Adobe PDF format. The cost proposal must be in a separate sealed envelope and clearly labeled as such. Each copy of the proposal should be bound or contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume.

The following must be included in the proposal:

- a) All Suppliers must use Appendix A, Supplier Proposal Form, in submitting their proposed prices and certifying acceptance of the terms and conditions associated with the solicitation. The Department of Corrections will not accept oral, electronic, or faxed proposals. The Proposal Form must be signed in order to be considered. If Supplier is a corporation, the proposal must be submitted in the name of the corporation, not simply in the corporation's trade name. In addition, Supplier must indicate the corporate title of the individual signing the proposal.
- b) A written narrative statement to include:
 - i. Background information about Supplier including: its size, number of employees, and annual volume of business.
 - ii. Experience in providing canteen services as described herein. The ADOC reserves the right to make site visits to customers of Supplier to evaluate implementation of services similar in nature to those required in this RFP.
 - iii. Approach to providing the canteen services.
 - iv. Names, qualifications, and experience of personnel to be assigned to the ADOC account to support the canteen services.
- c) Specific plans for providing the proposed services including:
 - i. A plan of operation to achieve the objectives as defined in Section III: Performance Requirements, as stated in 5.3 c).
 - ii. For Option 1 and 2 only: A plan, including a narrative and timeline, for the transition of canteen services if proposing a centralized bag and delivery service or an off-site secure bag and delivery canteen service.
 - iii. For Option 1 and 2 only: A plan for liquidating inventory at ADOC's facilities, if proposing a centralized on-site bag and delivery canteen service or an off-site secure bag and delivery canteen service to facilities listed at Appendix C.

- d) Describe the specific features that distinguish Supplier from other Suppliers in the field and state how Supplier evaluates the effectiveness of its canteen services.
- e) Provide a list of all canteen clients lost within the last three (3) years and include a contact name, title, telephone number, and e-mail address, if available. In addition, state the length of service at the account and reason for loss.
- f) Describe Supplier's method for dealing with problems and complaints presented by Department of Corrections' employees, detailing at what point the problem would escalate to the next level of supervision/management.
- g) State any operational and/or technological advancement that the ADOC should consider for the operation of its canteens.
- h) State the number of items stocked by Supplier from which the ADOC may select products for the development of a customized canteen operation. If possible, provide a breakdown of the number of items stocked in major product categories. State how many of the products offered are sold under a "brand name" that was developed for Supplier.
- i) State Supplier's ability to provide canteen product and packaging samples for review and testing upon request and on a no-charge basis to the ADOC. In addition, detail what product and packaging testing capabilities Supplier provides on a "no charge" basis.
- j) State Supplier's proposal for providing an automated interface between Supplier's system and the ADOC. In addition, state how this interface would be maintained.
- k) Provide a copy of Supplier's audited financial statements for the past two (2) years. If audited financial statements do not exist, provide other documentation of financials. Any such financial responsibility documents shall be kept confidential if a "REDACTED" copy is also submitted, unless otherwise required by law.
- l) Provide a minimum of three (3) references from current clients comparable to the Alabama Department of Corrections, to include a contact name, title, telephone number, and e-mail address, if available. For each reference listed, state at a minimum:
 - i. the inmate population that is being serviced; and
 - ii. the number and type of grievances received annually.
- m) State Supplier's acceptance of the General Requirements (Section II) and Performance Requirements (Section V) included in this RFP.
- n) State what benefit, if any, there would be to awarding the canteen services to one (1) Supplier.

5.5 Supplier's Representation

Supplier, by submission of a proposal, represents that it has read and understands the solicitation document and specifications and has familiarized itself with all federal, state, and local laws, ordinances, rules, and regulations that may affect the cost, progress, or performance of the work.

The failure or omission of any Supplier to receive or examine any form, instrument, addendum, or other documents, or to acquaint itself with conditions existing at the sites, shall in no way relieve Supplier from any obligations with respect to its proposal or to the contract.

5.6 Proposal Acceptance Period

Any proposal in response to this solicitation shall be valid for ninety (90) days. At the end of the ninety (90) days, the proposal may be withdrawn at the written request of Supplier. If the proposal is not withdrawn at that time, it remains in effect until an award is made or the solicitation is canceled.

5.8 Evaluation Criteria

Proposals will be evaluated by the Department of Corrections using the following criteria:

Criteria	Possible Points
Capability, Capacity, and Qualifications of Supplier (Organization &	150 points
Staffing) to provide high quality services as required by the Alabama	
Department of Corrections and as described in Section V: Operational	
Requirements (Statement of Needs)	
Corrections-specific qualifications (Previous Experience & Background)	100 points
Financial responsibility and references	50 Points
Suitability of approach; technical merit (Work plan/Approach)	200 Points
Canteen Accounting System	100 Points
Total Possible Technical Points	600 Points
ADD AS APPLICABLE	
Commission to the State Points: points applicable only to bids submitted	150 Points*
by Vendors for On-Site Bagging and Delivery (Option 1) and Off-Site	
Bagging and Delivery (Option 2).	
Grand Total Extended Cost Points: points applicable only to bids	150 Points**
submitted by Vendors for On-Site Bagging and Delivery (Option 1) and	
Off-Site Bagging and Delivery (Option 2).	
Limited Bulk Delivery (9 Facilities) Cost of Goods Points: points	100 Points ***
applicable only to bids submitted by Vendors for On-Site Bagging and	
Delivery (Option 1) and Off-Site Bagging and Delivery (Option 2).	
Bulk Delivery (26 Facilities) Cost of Goods Points: points applicable only	400 Points ****
to bids submitted by Vendors for Bulk Delivery (Option 3) to twenty-six	
facilities.	
Total Possible Points	1000 Points

*Clarification of "Commission to the State" points: Let's assume there are two proposals submitted: one with a 10% commission, the other with a 5% commission. The proposal with a 10% commission will be awarded the full 150 potential points; the proposal with a 5% commission will be awarded 1/2 of the potential 150 points, or 75 points.

**Clarification of "Grand Total Extended Cost" points: Let's assume there are two proposals submitted: one with a Grand Total Extended Cost of \$10,000 and the other with a Grand Total Extended Cost of \$20,000. The proposal with the lowest Grand Total Extended Cost (\$10,000) will receive 150 potential points; the proposal with the Grand Total Extended Cost of \$20,000 will be awarded 1/2 of the potential points, or 75 points.

***Clarification of "Limited Bulk Delivery Cost of Goods" points: Let's assume there are two proposals submitted: one with a Grand Total Extended Cost of \$10,000 and the other with a Grand Total Extended Cost of \$20,000. The proposal with the lowest Grand Total Extended Cost (\$10,000) will receive 100 potential points; the proposal with the Grand Total Extended Cost of \$20,000 will be awarded 1/2 of the potential points, or 50 points.

*****Clarification of "Bulk Delivery Cost of Goods" points: Let's assume there are two proposals submitted: one with a Grand Total Extended Cost of \$10,000 and the other with a Grand Total Extended Cost of \$20,000. The proposal with the lowest Grand Total Extended Cost (\$10,000) will receive 400 potential points; the proposal with the Grand Total Extended Cost of \$20,000 will be awarded 1/2 of the potential points, or 200 points.

Notwithstanding the foregoing, the State reserves the right to award on the basis of cost alone, accept or reject any or all proposals, and act in its best interest.

Proposals found to be technically or substantially non-responsive at any point in the evaluation process may be rejected and not considered further.

5.9 Award to Multiple Suppliers

Selection may be made of one (1) or more suppliers deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation criteria included in the Request for Proposals, including price, if so stated in the Request for Proposals. Price shall be considered but need not be the sole determining factor.

The State of Alabama may cancel this Request for Proposals, or reject any or all proposals, at any time prior to award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous. Should the State determine, in writing and in its sole discretion, that only one (1) Supplier is fully qualified, or that one (1) Supplier is clearly more highly qualified than others under consideration, a contract may be negotiated and awarded to that Supplier. The award document will be a contract incorporating by reference all the requirements, terms, and conditions of the solicitation and Supplier's proposal.

5.10 Method of Payment

Payment terms for the goods and services purchased under the terms of the resulting contract will be determined during contract negotiations with the Selected Supplier.

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APPENDICIES

APPENDIX A SUPPLIER PROPOSAL FORM

APPENDIX A

SUPPLIER PROPOSAL FORM

Failure to complete and provide this form with the proposal submission will result in rejection of your proposal.

Company Name:	Primary
	Contact:
Mailing Address:	
	Phone:
City, State, Zip:	E-mail address:
	audiess.
ZEARS IN BUSINESS: Indicate be	elow the length of time you have been in business
providing this type of goods or service	
Years Months	
SUPPLIER INFORMATION	
SOIT EIEM INFORMATION	•
FIN or FEI Number:	(If Company, Corporation, or
	Partnership)
Social Security Number:	(If L. 4:: 41)
Number:	(If Individual)
Alabama Business License Numbe	r·
Thaoana Basiness Breense Traines.	
BUSINESS REFERENCES: Indica	ate below a minimum of three (3) current or recent
	nmercial, for which your company has provided goods
	e Statement of Needs in the Request for Proposals.
_	time, address, and telephone number of the point of
contact.	
A. Company:	Contact:
71. Company.	Contact.
	E (
Phone: ()	Fax: ()
	Fax: (
Phone: () Project:	Fax: (

В.	Company:	Contact:
	Phone: ()	Fax: ()
	Project:	
	Dates of Service:	\$ Value:
C.	Company:	Contact:
	Phone: ()	Fax: ()
	Project:	
	Dates of Service:	\$ Value:
D.	Company:	Contact:
	Phone: ()	Fax: ()
	Project:	
	Dates of Service:	\$ Value:

5. <u>SALES COMMISSION AND BULK DELIVERY PRICING</u>

- a) <u>Sales Commission:</u> Suppliers submitting a proposal for Option 1 GK Ivey On-Site or Option 2 Off-site shall be required to propose a monthly canteen commission on all gross sales of approved canteen items (see Appendix G), excluding non-commissionable sales, in their proposal submissions. The information submitted will be used for evaluation purposes.
- b) <u>Bulk Delivery Pricing:</u> Suppliers submitting proposals for Option 3 Bulk Delivery must provide wholesale pricing for all items listed in Appendix E. Suppliers must enter the wholesale unit price for each item, multiply the unit price times the estimated consumption quantity, record the total price in the "Extended Cost" column, total the extended cost for each page and record the total in the space provided on the last page, and add the page totals for a grand total. The information submitted will be used for evaluation purposes.

The final assortment of products sold through ADOC canteens shall be subject to negotiation. Supplier shall note any item that does not conform to the indicated product size/measurement (state the alternative size/measurement proposed).

ADOC may request product samples to be submitted on a no charge basis for evaluation of quality. If Supplier does not make arrangements for the return of product samples within ten (10) days after notification from the ADOC, the ADOC may dispose of the product samples.

In addition to all other requirements detailed in this Price Schedule, Supplier should state any volume discounts and or pricing discounts that will be offered based on increased purchasing volume or rebates.

Supplier should also detail all taxes that will be added to the set purchase price of those items that are subject to tax.

- 6. Read, expressly agree, and certify that Supplier has and will comply with all General Requirements as set forth in Section II of this RFP.
- 7. Read, expressly agree, and certify that Supplier has and will comply with all Certifications as set forth in Section IV of this RFP.
- 8. Complete, sign, and attach the "Disclosure Statement" as required by Act 2001-955. This statement is required to be completed and filed with all proposals, proposals, contracts, or grant proposals to the State of Alabama in excess of \$25,000. For your convenience, a copy of the form is located on the ADOC website under the RFP tab.
- 9. Provide a complete copy of Supplier's Memorandum of Understanding with DHS showing enrollment in the E-Verify system (this can be printed from your business's screen once logged in to E-Verify).
- 10. Provide Supplier's FIN or FEI Number and Supplier's Alabama Business License Number.
- 11. Provide a statement that the Supplier's corporate office is registered with the Secretary of State to do business in the State of Alabama or provide proof of having submitted an application to do business with the assurance that Supplier will be licensed prior to assuming the contract.
- 12. Complete and attach Supplier's W-9.

I/we agree to furnish the services as set forth in this proposal, and guarantee that each item proposed for sale in the ADOC canteens to the ADOC inmates meets or exceeds all specifications, terms, conditions, and requirements herein. The undersigned offers and agrees to comply with all terms, conditions, and certification as stated in this RFP and furnish the goods and services in accordance with the attached signed proposal and pricing document, or as mutually agreed up on by subsequent negotiation.

Authorized Signature (ink)
Authorized Name (typed)
Title of Authorized Person

APPENDIX B ENVELOPE LABEL SAMPLE FOR PROPOSAL SUBMISSION

APPENDIX B

PROPOSAL SUBMISSION ENVELOPE LABEL SAMPLE FOR DIRECT DELIVERY BY UPS OR FEDEX

Supplier's Name: Supplier's Address:

> State of Alabama Department of Corrections Legal Division Attn: Mandy Speirs 301 South Ripley Street Montgomery, AL 36104

ADOC Commissioner

RFP NUMBER: 005 25000000002

Inmate Canteen Services RFP Hour and Due Date:

4:00 p.m. CST, October 23, 2025

APPENDIX C

FACILITY LISTING

AND

AVERAGE MONTHLY POPULATION

APPENDIX C

FACILITY LISTING AND AVERAGE MONTHLY POPULATION As of April 30, 2025

Additional information about ADOC facilities, including average monthly population for Major Institutions and Work Release Facilities, can be found on the ADOC website: www.doc.alabama.gov.

MAJOR FACILITIES	FACILITY ADDRESS	AVERAGE MONTHLY POPULATION
Bibb County Correctional Facility	565 Bibb Lane, Brent, AL 35034	1,812
Bullock Correctional Facility	104 Bullock Drive, Union Springs, AL 36089	1,526
Donaldson Correctional Facility	100 Warrior Lane, Bessemer, AL 35023	1,373
Easterling Correctional Facility	200 Wallace Drive, Clio, AL 36017	1,380
Elmore Correctional Facility	3520 Marion Spillway Road, Elmore, AL 36025	1,120
Fountain/J.O. Davis Correctional Facilities	9677 Hwy 21 North, Atmore, AL 36503	1,278
Frank Lee Work Release Center	5305 Ingram Road, Deatsville, AL 36022	295
Hamilton Aged and Infirmed	223 Sasser Drive, Hamilton, AL 35570	235
Holman Correctional Facility	866 Ross Road, Atmore, AL 36503	331
Kilby Correctional Facility	12201 Wares Ferry Road, Mt. Meigs, AL 36057	1,358
Limestone Correctional Facility	28779 Nick Davis Road, Harvest, AL 35749	2,435
Montgomery Women's Facility	12201 Wares Ferry Road, Mt. Meigs, AL 36057	227
Red Eagle Honor Farm	1290 Red Eagle Road, Montgomery, AL 36110	309
St. Clair Correctional Facility	1000 St. Clair Road, Springville, AL 35146	1,005
Staton Correctional Facility	2690 Marion Spillway Road, Elmore, AL 36025	1,359
Tutwiler Correctional Facility	8966 US Hwy 231 North, Wetumpka, AL 36092	915
Ventress Correctional Facility	379 Highway 239 North, Clayton, AL 36016	1,213
WORK RELEASE FACILITIES	FACILITY ADDRESS	AVERAGE MONTHLY POPULATION
Alex City CBF/CWC	Highway 22 W, Alex City, AL 35010	234
Birmingham CBF/CWC	1216 North 25th St., Birmingham, AL 35234	247
Camden CBF/CWC	1780 Hwy 221, Camden, AL 36726	68
Childersburg CBF/CWC	13501 Plant Road, Childersburg, AL 35044	404
North Alabama CBF/CWC	1401 Hwy 20, West Decatur, AL 35601	683
Elba CBF/CWC	1620 Boswell St., Elba, AL 36323	243
Hamilton CBF/CWC	1826 Bexar Ave, East Hamilton, AL 35570	274
Loxley CBF/CWC	14880 County Road 64, Loxley, AL 36551	374
Mobile Work Center	2423 N Beltline Highway, Prichard, AL 36610	210
	TOTAL:	20,908

APPENDIX D CURRENT METHOD OF OPERATION

APPENDIX D

CURRENT METHOD OF OPERATION

MAJOR FACILITIES	FACILITY ADDRESS	SANDWICH LINE
Bibb County Correctional Facility	On Site Bag and Deliver (Note 1)	Yes (7 days per week)
Bullock Correctional Facility	On Site Bag and Deliver (Note 1)	Yes (7 days per week)
Donaldson Correctional Facility	On Site Bag and Deliver (Note 1)	Yes (7 days per week)
Easterling Correctional Facility	On Site Bag and Deliver (Note 1)	Yes (7 days per week)
Elmore Correctional Facility	On Site Bag and Deliver (Note 1)	Yes (7 days per week)
Fountain Correctional Facility	On Site Bag and Deliver (Note 1)	Yes (7 days per week)
Frank Lee Work Release Center	On Site Bag and Deliver (Note 1)	Yes (7 days per week)
Hamilton Aged and Infirmed	On Site Bag and Deliver (Note 1)	Yes (7 days per week)
Holman Correctional Facility	On Site Bag and Deliver (Note 1)	Yes (6 days per week)
Kilby Correctional Facility	On Site Bag and Deliver (Note 1)	Yes (7 days per week)
Limestone Correctional Facility	On Site Bag and Deliver (Note 1)	Yes (5 days per week)
Montgomery Women's Facility	Window (5 Days Per Week)	(See Notes 2 and 3))
Red Eagle Honor Farm	On Site Bag and Deliver (Note 1)	(See Note 2)
St. Clair Correctional Facility	On Site Bag and Deliver (Note 1)	Yes (7 days per week)
Staton Correctional Facility	On Site Bag and Deliver (Note 1)	Yes (7 days per week)
Tutwiler Correctional Facility	On Site Bag and Deliver (Note 1)	Yes (7 days per week)
Ventress Correctional Facility	On Site Bag and Deliver (Note 1)	Yes (5 days per week)
WORK RELEASE FACILITIES	FACILITY ADDRESS	SANDWICH LINE
Alex City CBF/CWC	Point of Sales – Operated by 3rd Party	(See Note 4)
Birmingham CBF/CWC	Point of Sales – Operated by 3rd Party	(See Note 4)
Camden CBF/CWC	Point of Sales – Operated by 3rd Party	(See Note 4)
Childersburg CBF/CWC	Point of Sales – Operated by 3rd Party	(See Note 4)
North Alabama CBF/CWC	Point of Sales – Operated by 3rd Party	(See Note 4)
Elba CBF/CWC	Point of Sales – Operated by 3rd Party	(See Note 4)
Hamilton CBF/CWC	Point of Sales – Operated by 3rd Party	(See Note 4)
Loxley CBF/CWC	Point of Sales – Operated by 3rd Party	(See Note 4)
Mobile Work Center	Point of Sales – Operated by 3rd Party	(See Note 4)

NOTE 1: Inmates submit store orders once per week. Orders are filled by store personnel and the inmate returns to pick up the order at an arranged date and time. Pickup dates and times are normally scheduled by dormitory assignment. Inmates are also allowed to walk-up to the window on Fridays and purchase items.

NOTE 2: No separate sandwich line. However, sandwich line items, along with other approved items, are sold from the facility's main canteen.

NOTE 3: Inmates are also allowed to place sandwich line orders on Thursdays for weekend visitation. The items purchased are delivered to the shift office on Friday's and stored in a cooler. Inmates are given their orders on visitation day (Saturday/Sunday).

NOTE 4: Point of sales store operated by 3rd Party. Sandwich line items, along with other approved items, are sold from the store.

APPENDIX E

CANTEEN

MASTER PRODUCT LIST

APPENDIX E

CANTEEN MASTER PRODUCT LIST As of May 21, 2025

NOTE: The sale of items marked with an asterisk (*) is restricted to women's facilities.

		RESALE	
CATEGORY	ITEM	UNIT	SIZE
Apparel	Gym Shorts White - Small (no pockets, no draw string, 9" - 10" inseam)	One (1) Pair	Small
	Gym Shorts White - Medium (no pockets, no	One (1) Pair	Medium
Apparel	draw string, 9" - 10" inseam)		
Apparel	Gym Shorts White - Large (no pockets, no draw string, 9" - 10" inseam)	One (1) Pair	Large
Apparel	Gym Shorts White - XL (no pockets, no draw string, 9" - 10" inseam)	One (1) Pair	XL
Tippurer	Gym Shorts White - XXL (no pockets, no draw	One (1) Pair	XXL
Apparel	string, 9" - 10" inseam)		
Beverage	Gatorade Orange	Each	11.6 oz
Beverage	Gatorade Lemon/Lime	Each	11.6 oz
Beverage	Coca Cola	Each	12.0 oz
Beverage	Sprite Diet/Zero	Each	12.0 oz
Beverage	Diet Coca Cola	Each	12.0 oz
Beverage	Faygo Moon Mist	Each	12.0 oz
Beverage	Faygo Dr. Faygo	Each	12.0 oz
Beverage	Faygo Grape	Each	12.0 oz
Beverage	Faygo Orange	Each	12.0 oz
Beverage	Faygo Peach	Each	12.0 oz
Candy	Sour Jellybeans (Pack)	Single Pack	5.0 oz
Candy	Starbursts (Original)	Single Pack	2.07 oz
Candy	3 Musketeers Bar	Single Bar	1.92 oz
Candy	Baby Ruth Big Bar	Single Bar	3.3 oz
Candy	Skittles	Single Pack	2.17 oz
Candy	Hershey Plain Chocolate Bar	Single Bar	1.55 oz
Candy	Snickers With Almonds	Single Bar	1.76 oz
Candy	Milky Way Bar	Single Bar	1.84 oz
Candy	Candy Peppermint Sticks	Single Stick	0.07 oz

Candy	Reese's Peanut Butter Cups (2 Cups Per Pack)	Single Pack	1.5 oz
Candy	Snickers Bar	Single Bar	1.86 oz
Candy	Butterfinger Standard Bar	Single Bar	1.9 oz
Candy	M&M Peanut Standard	Single Pack	1.74 oz
Candy	M&M Plain Standard	Single Pack	1.74 oz
Cereal	Quaker Instant Grits (Individual Serving)	Single Envelope	0.9 oz
Cereal	Quaker Instant Oatmeal (Individual Serving)	Single Envelope	0.9 oz
Cereal	Kellog's Raisin Bran Cereal (Single Serving Pack)	Single Serving	1.25 oz
Cereal	Kellog's Frosted Flakes Cereal (Single Serving Pack)	Single Serving	1.0 oz
Coffee	Keefe 100% Columbian Freeze-Dried Coffee (Pouch)	Single Pouch	3.0 oz
Coffee	Taster's Choice Instant Coffee (Pouch)	Single Pouch	2.5 oz
Condiment	Louisianna Hot Sauce (Plastic Bottle)	Each	6.0 oz
Condiment	Ken's Ranch Dressing (Single Serving)	Each	1.0 oz
Condiment	Sweet Baby Ray's BBQ Sauce (Single Serving)	Each	1.25 oz
Cookies	Uncle Al's Chocolate Crème Cookies	Single Pack	5.0 oz
Cookies	Uncle Al's Butter Cookies	Single Pack	5.0 oz
Cookies	Uncle Al's Chocolate Chip Cookies	Single Pack	5.0 oz
Cookies	Uncle Al's Lemon Cream Cookies	Single Pack	5.0 oz
Cookies	Uncle Al's Oatmeal Cookies	Single Pack	5.0 oz
Cookies	Uncle Al's Peanut Butter Cookies	Single Pack	5.0 oz
Cookies	Uncle Al's Vanilla Cream Cookies	Single Pack	5.0 oz
Crackers	Bud's Best Salted Crackers (8 Crackers per Pack)	Single Pack	.75 oz
Crackers	Baker's Harvest Graham Crackers	Box	14.0 oz
Crackers	Nabisco Triscuits (Box)	Box	8.5 oz
Crackers	Lance Toasty Peanut Butter Crackers	Each	1.29 oz
Crackers	Lance Nekot Lemon Crackers	Each	1.37 oz
Crackers	Lance Grilled Cheese Crackers	Each	1.72 oz
Creamer	Powdered Creamer (Canister)	Cannister	12.0 oz
Dairy	Brown Cow Ice Cream Bar	Each	3.3 oz
Dairy	Fudge Bar	Each	2.5 oz

Dairy	Sundae Cones	Each	3.5 oz
Dairy	Ice Cream Sandwich	Each	4.25 oz
Dairy	Mayfield Vanilla No Sugar Added Ice Cream Novelty	Each	4.0 oz
Dairy	Mayfield Chocolate No Sugar Added Ice Cream Novelty	Each	4.0 oz
Dairy	Whole Milk (Half Pint - 8 ounces)	Each	8.0 oz
Dairy	Mayfield Cookies n' Cream (Pint Serving)	Single Pint	16.0 oz
Dairy	Mayfield Homemade Vanilla Ice Cream (Pint Serving)	Single Pint	16.0 oz
Dairy	Mayfield Moose Track Ice Cream (Pint Serving)	Single Pint	16.0 oz
Dairy	Mayfield Butter Pecan Ice Cream (Pint Serving)	Single Pint	16.0 oz
Dairy	Mayfield Strawberry Ice Cream (Pint Serving)	Single Pint	16.0 oz
Dairy	Mayfield Smokey Mountain Fudge Ice Cream (Pint Serving)	Single Pint	16.0 oz
Dairy	Mayfield Chocolate Ice Cream (Pint Serving)	Single Pint	16.0 oz
Drink Mix	Swiss Miss Sugar Free Cocoa (Individual Pack)	Envelope	0.53 oz
Drink Mix	Swiss Miss Hot Cocoa (Individual Pack)	Envelope	0.71 oz
Drink Mix	SACO Powdered Milk (9.6 oz box of three (3) one quart packs)	Pack of 3	9.6 oz
Drink Mix	Kool Aid Grape Mix (Pre-Sweetened)	Each	12.0 oz
Drink Mix	Country Time Lemonade	Each	12.0 oz
Drink Mix	Sweet Fusion Fruit Punch Mix (Pre-Sweetened)	Each	19.0 oz
Drink Mix	Sweet Fusions Cherry Drink Mix (Pre- Sweetened)	Each	19.0 oz
Drink Mix	All Sport Watermelon Powder Sticks	Pack of 10	10 Pack
Electronics	J1515 Ear Buds	Each	Each
Electronics	Reading Light (Requires 3 AAA Batteries)	Each	Each
Electronics	Panasonic AA (4 Pack)	Pack of 4	4 ct
Electronics	Panasonic AAA (4 Pack)	Pack of 4	4 ct
Electronics	Koss Headphones - All Plastic HP6/KTX	Each	Each
Electronics	Jenson Clear Case Radio	Each	Each
Food	Kraft Squeeze Cheese (Plastic Squeeze Container)	Each	16.0 oz
Food	Cactus Annie Jalapeno Sliced Peppers (Plastic Jar)	Each	12.0 oz
Food	Brushy Creek Vienna Chicken Sausage - Regular (Pouch)	Single Pouch	5.0 oz

Food	Brushy Creek Vienna Chicken Sausage - Hot (Pouch)	Single Pouch	5.0 oz
Food	Hormel Spam (Pouch)	Single Pouch	2.5 oz
Food	Fresh Catch Light Tuna (Pouch)	Single Pouch	4.23 oz
Food	Chicken of The Sea Sardines (Pouch)	Single Pouch	3.53 oz
Food	Chicken of the Sea Sardines in Hot Sauce (Pouch)	Single Pouch	3.53 oz
Food	Keefe Kitchen Instant Rice	Each	8.0 oz
Food	Velveeta Cheesy Refried Beans	Each	4.0 oz
Food	Velveeta Spicy Beans & Rice	Each	4.0 oz
Food	Cactus Annie Flour Tortillas (six (6) per pack)	Pack of 6	8.0 oz
Food	Hormel Microwave Chicken Alfredo	Each	10.0 oz
Food	Dinty Moore Microwave Beef Stew	Each	7.5 oz
Food	Food Club Peanut Butter (Plastic Jar)	Single Jar	16.0 oz
Food	Hormel Chili With Beans (Microwave)	Each	10.0 oz
Food	Cheesewich Salami Cheddar Cheese	Each	2.5 oz
Food	Cheesewich Salami Colby Jack Cheese	Each	2.5 oz
Food	Van Holten "Hot" Pickle (Individually Wrapped, 6 Jumbo)	Each	#6 Jumbo
Food	Van Holten "Jumbo" Pickle (Individually Wrapped, 6 Jumbo)	Each	#6 Jumbo
Food	Pierre Philly Cheese Steak Sandwich	Each	6.2 oz
Food	Pierre Riblets	Each	5.25 oz
Food	Pierre Grilled Cheese Sandwich	Each	4.1 oz
Food	Smokecrest BBQ Sandwich	Each	5.0 oz
Food	Tony's Supreme Pizza (Cellophane Wrapped)	Each	5.7 oz
Food	Dandee Foods Chicken Salad Wedge	Each	5.10 oz
Food	Big Az Charbroil Cheeseburger	Each	8.9 oz
Food	Dandee Foods Ham & Cheese Wedge	Each	5.2 oz
Food	Dandee Foods Turkey Ranch Sandwich	Each	4.85 oz
Food	Dandee Foods Double Cheeseburger	Each	7.5 oz
Food	Dandee Foods Steak/Cheese Sandwich	Each	7.0 oz
Food	Don Miguel Spicy Beef/Bean Burrito	Each	12.0 oz
Food	Jimmy Dean Pancakes and Sausage	Each	4.0 oz

Food	Don Miguel Chipotle Chicken Burrito	Each	12.0 oz
Food	Sunshine Triple Play Sausage and Biscuit (3 Pack)	Pack of 3	4.1 oz
Food	Dinty Moore Microwave Roast Beef & Gravy	Each	9.0 oz
Food	Dinty Moore Microwave Turkey & Dressing	Each	10.0 oz
Food	Dinty Moore Microwave Beef Stew	Each	9.0 oz
Food	Sunrise Sausage, Cheese and Egg Biscuit	Each	4.25 oz
Food	Pierre Double Breaded Pork Chop Sandwich	Each	8.4 oz
Food	Pierre Big Rib Sandwich	Each	8.6 oz
Food	Smokecrest Twin Chili Cheese Dogs (Twin Pack)	Pack of 2	7.0 oz
Food	Hormel Microwave Chili W/Beans	Each	7.5 oz
Food	Chef Boyardee Lasagna	Each	7.5 oz
Food	Landshire Honey Mustard Chicken Sandwich	Each	5.4 oz
Food	Dandee Foods Ham and Swiss Sub	Each	5.43 oz
Food	Dandee Foods All American Hoagie	Each	5.18 oz
Food	Big AZ Spicy Chicken Sandwich	Each	9.2 oz
Food	Smokecrest Chicken & Biscuit	Each	6.0 oz
Food	Klement's Beef Summer Sausage	Each	5.0 oz
Haircare*	Elementz Almond and Shea Butter Conditioner	Each	15.0 oz
Haircare	Blue Magic Pressing Oil	Each	5.0 oz
Haircare*	Silk Elements Conditioner	Each	19.0 oz
Haircare	GS Dandruff Shampoo	Each	13.5 oz
Haircare	Sulfur 8 Shampoo	Each	7.5 oz
Haircare*	Shower Cap (Clear Plastic)	Each	Each
Haircare*	Lottabody Setting Lotion	Each	12.0 oz
Haircare*	Cantu Edge Control	Each	3.3 oz
Haircare*	Magnificent Queen Hair Food	Each	4.0 oz
Haircare*	Cantu Curling Cream	Each	16.0 oz
Haircare*	Soft & Beautiful Relaxer Kit	Each	Each
Haircare*	Quantum Extra Body Perm Kit	Each	Each
Haircare*	Cantu Heat Protectant	Each	5.1 oz
Haircare*	Heritage Alcohol Free Hairspray	Each	8.0 oz
Haircare*	Perm Rods (12 per pack)	Pack of 12	12 pk

Haircare*	Ecostyle Black Styling Gel	Each	32.0 oz
Haircare*	Perm Rods - Large (12 per pack)	Pack of 12	12 pk
Haircare*	Perm Rods - Extra Large (12 per pack)	Pack of 12	12 pk
Haircare*	Fructis shampoo	Each	12.0 oz
Haircare*	Fructis conditioner	Each	12.0 oz
Haircare*	African Pride Hair Grease	Each	5.25 oz
Haircare*	Aussie Shampoo	Each	12.0 oz
Haircare*	Aussie Conditioner	Each	12.0 oz
Haircare	Unbreakable Pocket Comb	Each	Each
Haircare*	Nair Face Cream	Each	2.0 oz
Haircare*	Nair Shower Power Pump	Each	12.6 oz
Haircare*	Ponytail Holder, Black (18 per pack)	Pack of 18	18 ct
Haircare*	Goody's Bobby Pins Black (60 Count)	Pack of 60	60 ct
Haircare*	Cantu Shampoo	Each	13.5 oz
Haircare*	Cantu Conditioner	Each	13.5 oz
Haircare*	VIA Oil (1.5 oz. Tube)	Each	1.5 oz
Haircare*	Olive Oil Relaxer	Each	18.7 oz
Haircare*	Isoplus Neutralizing Shampoo	Each	8.0 oz
Haircare*	Cantu Leave in Conditioner	Each	16.0 oz
Haircare*	Gorilla Snot	Each	12.0 oz
Haircare*	Murry's Bees Wax	Each	4.0 oz
Haircare*	Amprol Clear Ice Gel	Each	32.0 oz
Haircare*	Softee Clear Gel	Each	8.8 oz
Haircare*	Elementz Aloe/Ginger Shampoo	Each	15.0 oz
Haircare*	Cream of Nature Mouse	Each	8.5 oz
Haircare*	Hair Serum	Each	2.0 oz
Haircare*	Satin Hair Bonnet (Purple)	Each	Each
Haircare*	Satin Hair Bonnet (Black)	Each	Each
Health	Pepto Bismol Tablets (30 tablets per plastic bottle)	Single Bottle	30 ct
Health	Carmex (Tube)	Each	0.35 oz
Health	Vicks VapoRub	Each	1.76 oz
Health	Gold Bond Medicated Powder	Each	4.0 oz

Health	Acetaminophen - Regular Strength (24 Count)	Pack of 24	24 ct
Health	Bayer Low Dose Aspiring (81 mg) (32 count)	Pack of 32	32 ct
Health	Good Sense Hydrocortisone Cream	Each	1.0 oz
Health	Care All Tolfanate Cream	Each	1.0 oz
Health	Johnson & Johnson Band-Aids (Eight per Pack)	Pack of 8	8 ct
Health	Good Sense Triple Antibiotic Ointment	Each	1.0 oz
Health	Good Sense Calamine Lotion	Each	6.0 oz
Health	Halls Menthol Cough Drops (9 cough drops per pack)	Single Pack	9 ct
Health	Rolaids - Assorted Flavors (Ten (10) tablets per pack)	Single Pack	10 ct
Health	Good Sense Hemorrhoid Cream	Each	1.8 oz
Health	Good Sense Chlorpheniramine Tablets (4mg) (24 Count)	Each	24 ct
Health	Good Sense Ibuprofen Capsules (200mg) (24 Count)	Each	24 ct
Health	Good Sense Antacid Tablets (96 Count)	Each	96 ct
Health	Sundance Multivitamins (60 Count)	Each	60 ct
Health	Sundance Multivitamins with Iron (60 Count)	Each	60 ct
Health	Reading Glasses (100 Power)	Single Pair	100 Power
Health	Reading Glasses (150 Power)	Single Pair	150 Power
Health	Reading Glasses (200 Power)	Single Pair	200 Power
Hygiene	Crest Toothpaste (Tube)	Each	4.2 oz
Hygiene	Colgate Cavity Protection Toothpaste (Tube)	Each	2.5 oz
Hygiene	Alcohol Free Mouthwash	Each	8.0 oz
Hygiene	Toothbrush Holder with Cap	Each	Each
Hygiene	Colgate Toothbrush (Medium)	Each	Each
Hygiene	Colgate Toothbrush (Soft)	Each	Each
Hygiene	Good Sense Dental Floss (Waxed)	Each	100 yds
Hygiene	Polident Tablets (40 tablets per bottle)	Pack of 40	40 ct
Hygiene	Fixodent Fresh Denture Cream	Each	1.4 oz
Hygiene	Orajel	Each	3/16 oz
Hygiene	Next 1 Antibacterial Soap	Single Bar	5.0 oz
Hygiene	Soap Container	Each	Each
Hygiene	Dove Soap (Regular Bar)	Single Bar	3.17 oz

Hygiene	Ivory Bar Soap (Personal)	Single Bar	3.17 oz
Hygiene	Irish Spring Soap (Bar)	Single Bar	3.75 oz
Hygiene	BIC Sensitive Razor (2 Pack)	Pack of 2	2 pack
Hygiene*	Secret Solid Powder Fresh	Each	1.7 oz
Hygiene	Mennen Speed Stick Regular	Each	1.8 oz
Hygiene	Right Guard Active Fresh Stick	Each	1.8 oz
Hygiene	Arm & Hammer Ultra Max Fresh Scent Deodorant	Each	1.0 oz
Hygiene*	Lady Speed Stick Powder Fresh Deodorant	Each	1.4 oz
Hygiene	Right Guard Active Fresh Stick	Each	2.6 oz
Hygiene	Arm & Hammer Wide Solid Unscented	Each	2.6 oz
Hygiene*	Carefree Pantiliners (20 Count)	Box of 20	20 ct
Hygiene*	Always Maxi Pads - Regular (10 Count)	Box of 10	10 ct
Hygiene*	Always Ultra-Thin Maxi Pads (10 Count)	Box of 10	10 ct
Hygiene*	Summer's Eve Vinegar/Water Douche (Twin Pack)	Pack of 2	2 ct
Hygiene*	Tampax Super Tampons (10 Count)	Box of 10	10 ct
Hygiene*	Tampax Regular (10 Count)	Box of 10	10 ct
Hygiene	Q-Tips (30 per Pack)	Pack of 30	30 ct
Hygiene	Tide Simply Clean and Fresh Liquid Detergent	Each	10.0 oz
Hygiene	Bounce Dryer Sheets (15 sheets per box)	Box of 15	15 Sheets
Hygiene	Gem Emory Boards (10 Count Pack)	Pack of 10	10 ct
Hygiene	Gem Nail Clippers (No File)	Each	Each
Hygiene	Toilet Tissue (2 Ply)	Single Roll	2 Ply
Hygiene	Cottonelle Flushable Wipes (56 Wipes per Pack)	Single Pack	Pack
Hygiene	Olay Ultra Scent Soap (3.17 oz. Bar)	Single Bar	3.17 oz
Hygiene	Gillette Tube Shave Cream (New Item - Replaces Shaving Cream)	Each	6.0 oz
Juice	Campbell's V-8 Juice	Each	5.5 oz
Other	Playing Cards (Bee Brand)	Single Pack	Pack
Other	Master Lock Security Padlock (1&3/4")	Each	1 & 3/4"
Other	Heavy Duty Plastic Spoons (24 Count Pack)	Pack of 24	24 ct
Other	Plastic Coffee Cup	Each	12.0 oz
Other	Plastic Cup with Lid (12 Ounce)	Each	12.0 oz

Other	Neck Chain 24"	Each	24 Inch
Pastry	Kellog's Poptarts Strawberry (2 Pack)	Pack of 2	2 pk
Pastry	Kellog's Poptarts Blueberry (2 Pack)	Pack of 2	2 pk
Pastry	Kellog's Poptarts Brown Sugar Cinnamon (2 Pack)	Pack of 2	2 pk
Pastry	Clover Hill Big Texas Cinnamon Roll	Each	4.0 oz
Pastry	Clover Hill Blueberry Cheese Claw	Each	4.0 oz
Pastry	Freshley's Carrot Cake	Each	3.5 oz
Pastry	Freshley's Honey Bun	Each	4.0 oz
Pastry	JJ's Apple Pie	Each	4.0 oz
Pastry	JJ's Cherry Pie	Each	4.0 oz
Pastry	JJ's Peach Pie	Each	4.0 oz
Pastry	JJ's Chocolate Pie	Each	4.0 oz
Shoes	Deluxe Shower Shoe (Size 9)	One (1) Pair	Size 9
Shoes	Deluxe Shower Shoe (Size 10)	One (1) Pair	Size 10
Shoes	Deluxe Shower Shoe (Size 11)	One (1) Pair	Size 11
Shoes	Deluxe Shower Shoe (Size 12)	One (1) Pair	Size 12
Shoes	Deluxe Shower Shoe (Size 13)	One (1) Pair	Size 13
Shoes	Deluxe Shower Shoe (Size 14)	One (1) Pair	Size 14
Shoes	Deluxe Shower Shoe (Size 15)	One (1) Pair	Size 15
Shoes*	Women's Shower Shoe (Small)	One (1) Pair	Small
Shoes*	Women's Shower Shoe (Medium)	One (1) Pair	Medium
Shoes*	Women's Shower Shoe (Large)	One (1) Pair	Large
Skin Care	Banana Boat Sunscreen (SPF 30)	Each	3.0 oz
Skin Care	Gene's Vitamin E Moisturizing Cream	Each	16.0 oz
Skin Care	Tone Cocoa Butter Lotion	Each	12.0 oz
Skin Care	Noxzema Cream	Each	2.0 oz
Skin Care	Vaseline Intensive Care Lotion (Tube)	Each	3.4 oz
Skin Care	Good Sense Petroleum Jelly	Each	3.75 oz
Snack	Rice Krispy Treats	Each	2.13 oz
Snack	Freshley's Buddy Bar	Each	2.0 oz
Snack	Moon Pie Chocolate Double Decker	Each	2.75 oz
Snack	Moon Pie Banana Double Decker	Each	2.75 oz

Snack	Moon Pie Vanilla - Double Decker	Each	2.75 oz
Snack	Little Debbie Double Decker Oatmeal Creme Pie	Each	3.9 oz
Snack	Snyder's Jalapeno Pretzels	Single Bag	2.25 oz
Snack	Snyder's Hot Buffalo Wing Pieces	Single Bag	2.25 oz
Snack	Cheeto's Crunchy Cheese Curls	Single Bag	2.0 oz
Snack	Bugles (Nacho)	Single Bag	1.5 oz
Snack	Snyder's Mini Pretzels	Single Bag	1.5 oz
Snack	Frito Lay's Corn Chips	Single Bag	2.0 oz
Snack	Kar's Salted Peanuts	Single Bag	3.5 oz
Snack	Kar's Trail Mix	Single Bag	2.0 oz
Snack	Dorito's - Nacho	Single Bag	1.75 oz
Snack	Dorito's - Ranch	Single Bag	1.75 oz
Snack	Kar's Mixed Nuts (Peanut/Almond/Cashew)	Single Bag	1.75 oz
Snack	Nutella with Breadsticks	Each	1.0 oz
Snack	Rudolph's Bold and Spicy Pork Skins	Single Bag	3.0 oz
Snack	Uncle Ray's Reg Chips	Single Bag	1.0 oz
Snack	Uncle Ray's BBQ Chips	Single Bag	1.0 oz
Snack	Uncle Ray's Sour Cream Chips	Single Bag	1.0 oz
Snack	Act II Butter Popcorn	Single Bag	2.75 oz
Soup	Maruchan Chicken Soup (Cup)	Each	2.25 oz
Soup	Maruchan Hot & Spicy Soup (Cup)	Each	2.25 oz
Soup	Maruchan Roasted Chicken Soup (Cup)	Each	2.25 oz
Stationary	Elmer's Glue (Plastic Bottle)	Each	4.0 oz
Stationary	Poster Board White (22" x 28")	Each	22" x 28"
Stationary	Typing Paper (Ream of 100)	Ream of 100	100 ct
Stationary	Mead White Legal Pads (50 Sheets per Pad)	Each	50 Sheets
Stationary	Colored Pencils (Pack of 12)	Pack of 12	12 ct
Stationary	Adult Coloring Book	Each	Each
Stationary	Bic Pen - Clear Barrel, Black Ink (2 pens per pack)	Pack of 2	2 ct
Stationary	Regular Ruler (12 inch with metric scale)	Each	12 inches
Stationary	Empire Yellow #2 Pencil	Each	Each
Stationary	#10 Plain Envelopes (Self Sealing - 50 per Box)	Box of 50	50 ct

Stationary	Envelope (10x13) (No Clasp)	Each	Each
Stationary	Pencil Sharpener	Each	Each
Stationary	Sudoku Puzzle Book	Each	Each
Stationary	Crossword Puzzle Book	Each	Each
Stationary	Word Finder Puzzle Book	Each	Each
Sweetener	Sugar (Individual Packets) (100 Count)	Box of 100	100 ct
Sweetener	Sweet N Low (100 Count Individual Packets)	Box of 100	100 ct
Tea	Lipton Tea Bags (20 Count Box)	Box of 20	20 ct
Tobacco	Doral Full Flavor Menthol (Box 100's)	Single Pack	20 ct
Tobacco	Doral Full Flavor (Box 100's)	Single Pack	20 ct
Tobacco	Kool Super Box 100's	Single Pack	20 ct
Tobacco	Newport	Single Pack	20 ct
Tobacco	Marlboro Filter Red Box	Single Pack	20 ct
Tobacco	Top Menthol Tobacco	Single Pouch	0.65 oz
Tobacco	Тор Тоbacco	Single Pouch	0.65 oz
Tobacco	America's Best Scrap Tobacco	Single Pouch	3.0 oz
Tobacco	Skoal Fine cut (1.2 oz. plastic can)	Each	1.2 oz
Tobacco	Skoal Berry Blend Long Cut (1.2 oz. plastic can)	Each	1.2 oz
Tobacco	Skoal Apple Long Cut (1.2 oz plastic can)	Each	1.2 oz
Tobacco	Skoal Wintergreen Long Cut (1.2 oz plastic can)	Each	1.2 oz
Tobacco	Top Cigarette Papers (100 Papers per Pack)	Pack of 100	100 ct.
Tobacco	NicoDerm Patches – Step 1 (14 Patches per Pack)	Pack of 14	14 ct.
Water	Crystal Geyser Spring Water (Plastic Bottle)	Each	16.9 oz

APPENDIX F

DISCLOSURE STATEMENT & CERTIFICATE OF COMPLIANCE FORMS

APPENDIX G

PRICING AND COMMISSION SPREADSHEETS

FOR

Option 1 On-Site GK Ivey with limited bulk delivery

APPENDIX G

PRICING AND COMMISSION SPREADSHEETS

FOR

Option 2 Off-Site with limited bulk delivery

APPENDIX G

PRICING AND COMMISSION SPREADSHEETS

FOR

Option 3 Bulk Delivery

APPENDIX H FREEZER AND COOLER REQUIREMENT

APPENDIX H

FREEZERS AND COOLERS REQUIRED

FACILITY	FREEZERS	COOLERS
ALEX CITY CBF/CWC	4	2
BIBB CORRECTIONAL FACILITY	8	3
BIRMINGHAM CBF/CWC	4	1
BULLOCK CORRECTIONAL FACILITY	4	2
CAMDEN CBF/CWC	3	1
CHILDERSBURG CBF/CWC	5	1
DONALDSON CORRECTIONAL FACILITY	7	2
EASTERLING CORRECTIONAL FACILITY	5	2
ELBA CBF/CWC	2	1
ELMORE CORRECTIONAL FACILITY	6	2
FOUNTAIN CORRECTIONAL FACILITY	6	1
FRANK LEE CORRECTIONAL FACILITY	4	1
HAMILTON AGED & INFIRMED	2	1
HAMILTON CBF/CWC	1	0
HOLMAN CORRECTIONAL FACILITY	4	1
KILBY CORRECTIONAL FACILITY	1	2
LIMESTONE CORRECTIONAL FACILITY	10	4
LOXLEY CBF/CWC	4	1
MOBILE CBF/CWC	2	2
MONTGOMERY WOMEN'S FACILITY	3	0
NORTH ALABAMA CBF/CWC (DECATUR)	7	4
RED EAGLE HONOR FARM	4	2
ST. CLAIR CORRECTIONAL FACILITY	4	1
STATON CORRECTIONAL FACILITY	6	3
TUTWILER CORRECTIONAL FACILITY	10	3
VENTRESS CORRECTIONAL FACILITY	7	2
TOTALS:	141	61

APPENDIX I

FILE SPECIFICATIONS FOR AUTOMATED INVOICE FILE

APPENDIX I

AUTOMATED INVOICE DATA SPECIFICATIONS

This is an example of the data being transferred:

Column Name	Column Type
Invoice Number	Integer
Invoice Date	Date
Invoice Amount	Decimal
Customer Number	String
ADOC Item Number	Integer
UPC	String
Description	String
Supplier Item Number	Integer
Unit Price	Decimal
Unit of Measure	String
Retail Pack (of Items in Pack)	Integer
Quantity of Retail Packs Shipped	Integer
Retail Price	Decimal

APPENDIX J CRITICAL DATES

APPENDIX J RFP CRITICAL DATES

ACTIVITY	DATE*	
Issue RFP	September 16,2025	
Deadline for Submittal of Questions	September 30, 2025, at 4:00 PM, CST	
Answers to Questions Posted	October 9, 2025	
Deadline for Submittal of Proposals	October 23, 2025, at 4:00 PM, CST	

^{*} These dates are best estimates and are subject to change.

APPENDIX K PROPOSAL CHECKLIST

APPENDIX K

PROPOSAL CHECKLIST

Proposals are being submitted for ADOC' (check all that are appropriate)	s statewide following canteen operations
Option 1 GK Ivey On-Site with lim	ited bulk
Option 2 Off-Site with limited bulk	
Option 3 Bulk delivery	

APPENDIX L CANTEEN STAFFING WITH SALARY RANGE

Appendix L Canteen Staffing with Salary Range As of: May 21, 2025

FACILITY	CANTEEN MANAGER(S)	CANTEEN CLERK(S)	STOCK CLERKS (See Note)
BIBB	1		1
BULLOCK	1	1	
DONALDSON	1	1	1
EASTERLING	1		1
ELMORE	1		1
FOUNTAIN	1		1
FRANK LEE YOUTH CENTER		2	1
HAMILTON A & I		1	
HOLMAN	1		
KILBY	2	2	
LIMESTONE	2	1	1
MONTGOMERY WOMEN'S FACILITY	1		1
RED EAGLE			1
ST CLAIR	1		1
STATON	1		
TUTWILER	2	3	
VENTRESS	1	1	1
CLASSIFICATION (SALARY)	FROM		то
CANTEEN MANAGER	\$25,824.00		\$45,557.00
CANTEEN CLERK	\$21,727.00		\$33,065.00
STOCK CLERK I	\$23,966.00		\$37,440.00
STOCK CLERK II	\$27,156.00		\$43,351.00

NOTE: All of the Stock Clerk positions are Stock Clerk I (One) positions except for Bibb which is a Stock Clerk II (Two).