

COUNTY OF ROCKLAND
Department of General Services
Purchasing Division

Contract Award Notification

Title: Commissary Services

Contract Period: January 1, 2020 through December 31, 2025
Extended through June 30, 2025

Original Date of Issue: January 7, 2020

Date of Revision: 1/16/2025

RFP No: RFP-RC-2019-020

Ordering Method: Order with special request

Address Inquires To:

Name: Richard Ryan
Title: Purchaser II
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Description

This contract is to provide commissary services.

Contract #	Vendor Number	Contractor & Address	Telephone No.
RFP 19-020	0000016127	Keefe Group 301 Mill Road Edison, NJ 08837 Contact: Turek Wallace & Laura Palmisano twallace@keefegroup.com lpalmisano@keefegroup.com	(732) 379-6428 FAX: (800) 480-8648




Edwin J. Day, County Executive

TITLE: COMMISSARY SERVICES**RFP NUMBER:**
RFP-RC-2019-020**COST PROPOSAL TEMPLATE****COMMISSIONS**

The Contractor will provide a firm, fixed percentage commission (minimum 25%) of the total net sales, less sales of non-commissioned items as determined by Contractor and County, for all requirements set forth in this RFP. All firm, fixed percentages must be shown in the proposal. The successful Contractor agrees that a breach or a failure to perform contract duties, as set forth herein, will entitle the County to recover from the successful Contractor all lost profits. When lost profits cannot be determined with certainty, the County will be entitled to recover from the successful Contractor an amount equal to 25% of all gross commissary sales. For the purposes of this provision, only, gross sales will be computed by multiplying the highest gross sales for any month of the contract by the number on months of the contract affected by the breach or failure. The County will recover 25% of that amount.

COMMISSARY AND VENDING: 29 % Commission

OPTION: UPFRONT YEARLY INITIAL PAYMENT: N/A

Firm Name: Keefe Commissary Network, LLC	
Authorized Name of Offeror: Keefe Commissary Network, LLC	
E-mail address: twallace@keefegroup.com	Federal ID Number: 

Cost Proposals are to be uploaded as a separate attachment to your RFP response. Please refer to the separate attachment titled: Proposal Submittal Procedures for instructions on submitting your proposal electronically. Inclusion of any cost or pricing data within the technical proposal may result in your proposal being judged as non- responsive.



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TITLE: COMMISSARY SERVICES**RFP NUMBER:
RFP-RC-2019-020****STATEMENT OF OBJECTIVES**

- To deliver quality commissary services to the inmates of the correctional center.
- To provide a computerized system for order processing and inmate accounting.
- To provide a reasonable commission back to the County of Rockland based on fair and reasonable menu product pricing to the inmates.

SERVICES TO BE PROVIDED

- Commissary services to the inmates of the Rockland County Correction Center with weekly access for each inmate (unless otherwise agreed upon by the Sheriff). Delivery of completed orders within twenty-four (24) hours after order is placed.
- Fully computerized accounting system to monitor and efficiently manage inmate accounts from intake through departure.
- The primary scope of this contract consists of furnishing all materials, labor, administration, management and equipment necessary to operate an electronic, computer based inmate commissary operation system as described in this document.
- Contractor to be available 24/7 for service calls to maintain system.
- Vending Services for every housing unit to be stocked at a minimum of twice a week except intake housing.
- Vending to be inventoried and stored off site.
- Vendor shall provide all equipment, installation and maintenance of all vending machines.
- Provide Energy Efficient vending machines that meet the current requirements of the US EPA's Energy Star program and carry the Energy Star label;
- Deliver all beverage vending machines without lamps installed;
- Deliver beverage vending machines that do not have any part or piece which can be removed by an inmate and be used as a weapon;
- Deliver machines constructed with plastic faces. No glass faces are allowed on the machines;
- Provide maintenance for all the machines, with a response time guaranteed of a four (4) hour window for service, twenty-four (24) hours a day, seven (7) days a week; and, stock machines daily or as needed. The stocking of the machines shall be accomplished without disruption to jail and housing unit activities.
- The County may add, modify or delete the contents sold in vending machines.

PROPOSAL REQUIREMENTS AND COMPANY QUALIFICATIONS

- Ability to establish and maintain an inmate commissary service which includes a warehouse, inventory, supply, order processing, and delivery system; detailed implementation plan;
- Experience in automated inmate commissary and vending service, accounting systems and ability to provide system training and support to the Correction Staff;
- Knowledge of inmate commissary operations / procedures related to safety security issues, turnaround time, order processing, and delivery;



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- Security policies and procedures related to personnel screening and selection, product inventory, security at Contractor's site, packaging and transfer of orders to site, and on-site delivery of orders;
- Knowledge and ability to provide a wide range of correctional facilities friendly products / supplies to meet the inmate population needs;
- Emergency back-up plans for continuing to meet the terms of the contract in light of events occurring such as equipment breakdowns, delivery truck breakdowns, fires, accidents, labor strikes, weather, etc.

INMATE ORDERING PROCEDURES

- Inmates will enter orders on wall mounted type kiosk located in the housing units in the jail.
- The County currently has Securus kiosk installed in the housing units. These units can perform a multitude of functions, including commissary services.
- The County wants the commissary vendor to interface with Securus, saving costs and space.
- Once all protocols have been met (those instituted by the facility), orders are transmitted electronically to the vendor for immediate processing.
- Commissary ordering software must have security levels to ensure the integrity of the information stored in the system. Proposal to include how contractor handles security.
- In the event the electronic system is rendered inoperable, the contractor shall have a manual system available for continued operations.
- Provide paper order form, as needed.
- System and Forms to comply with Americans with Disability Act (ADA).
- Contractor shall provide an order form in braille to RCCC. The braille order form shall be updated to reflect current commissary menu and pricing.

INMATE ACCOUNTING SYSTEM

- The Contractor is to provide and maintain, at no cost to the facility, a standardized windows based computer operation that includes, but not limited to:
- Inmate identification and pedigree information
- Inmate housing information
- The ability to account for Inmate funds from:
 - Admissions
 - Visiting
 - Mail
 - Internet
 - Commissary purchases
 - Release of funds



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- The ability to produce written reports regarding:
 - Individual inmate transactions and balances
 - A listing of all transactions occurring over a given or specified period of time
 - A listing of inmate balances and housing unit locations
- The ability to order, record, and produce written reports as needed for the inmate commissary.
- Accounting software must have security levels to ensure the integrity of the information entered into the system. Proposal must include how contractor system handles security.

DELIVERY

- The Contractor will deliver the orders to individual inmates in their housing units within 24 hours of order. Contractor must describe as part of proposal response how delivery will take place.
- The Contractor shall provide, at no expense to the facility, an employee of the Contractor to deliver the ordered commissary to the inmate population.
- The Contractor acknowledges that the inmate commissary is required to be delivered on the day expected regardless of holidays, weather conditions, trucking or delivery strikes or slowdowns, or any other condition not within the control of the Correctional Facility. The Contractor shall be responsible for the all costs in the preparing and delivering of the inmate commissary. At no time shall Correctional Staff be required to off load a commissary delivery from a delivery truck.

CONTRACTOR EQUIPMENT / NETWORK

- The Contractor will provide and maintain at no cost to the County a stand alone networked, commissary/accounting system. To include: Rack mounted server, 2 workstations (front desk and IT); laptop with remote access for administration, all supplied maintenance, equipment, and installation provided by vendor.
- The Contractor is to provide and maintain all software and equipment including: computers, scanners, modems, printers, and computer supplies for operating the commissary/accounting process. (i.e., paper/forms, ribbons, etc.).
- To supply a booking kiosk to collect money, without cost, from new inmates to be located in the intake area
 - Accepts bills and coins
 - Track deposit during each shift
 - Only accessible by authorized staff
- To supply a deposit kiosk for inmate's account to accept funds from family and friends to be located in the front lobby. Kiosk to accept cash, credit and debit cards.
- Contractor will accept full responsibility to rectify any fraudulent deposits.
- To supply equipment and card to load inmate funds onto a prepaid master or visa debit card during their departure from the facility. Supply checks as needed.



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TITLE: COMMISSARY SERVICES**RFP NUMBER:
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- The Contractor must resolve discrepancies within twenty-four (24) hours (ex.: damaged products, expired “good till” dates, etc.).
- The vendor shall provide, at no expense to the facility, an employee of the vendor to correct improperly ordered or delivered commissary items and to make good on damaged commissary items.
- The Contractor must post credits due to non-delivery of products or computer posting errors (ex.: orders of inmates who are released, etc.) to inmates’ accounts prior to departure on the designated delivery day.
- Allow refunds for inmates that have been released before receiving their commissary order.

COMMISSARY MENU

- The Contractor and Sheriff’s office shall meet and agree upon the items to be carried on the commissary menu. After the initial meeting, no items are to be offered without the approval of the Sheriff’s Office. The Contractor shall keep the Sheriff’s Office current of the new products that are available. Pricing offered shall be reasonable to the inmates. Commission offered shall not be based on an exceedingly higher priced menu.
- It is recognized that the Contractor may change suppliers and products. The Contractor must notify the Sheriff’s Office at least one week prior to any change in the items being made available to the inmate population.
- In general commissary items shall include:
 - Clothing such as underwear, socks, bras, sweatpants and sweatshirts, sneakers
 - Toiletry items such as hand and body soap, shampoo, conditioner, toothpaste, toothbrushes, combs, brushes
 - Writing implements such as pens, pencils, paper both lined and plain, envelopes, stamps, colored pencils, washable colored markers, and drawing paper
 - Candy, snacks, cookies, cheeses, meats, crackers
- Contractor must submit, with this RFP, a list of all items they can provide to the County of Rockland facility. From this list the County will choose which items to have carried by the Contractor. All items shall include an item description, manufacturer, product size and weight, and the cost.
- The sample menu / unit pricing offered with the initial RFP response shall be relatively the same if selected for Best and Final offers.

COMMISSARY PRODUCT SPECIFICATIONS

- All commissary items sold to the inmate population shall meet facility safety and security requirements. These requirements include but may not be limited to:
 - No glass or metal containers,
 - No packaging containing false bottoms,
 - No alcohol-based products or aerosol sprays,



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- No packaging that may be made into a weapon or other security risk,
- No products shall contain tobacco.
- No bottles exceeding 8 Fl. Oz.

PACKAGING

- The Contractor must package commissary orders in individual, clear, heat or tamper proof sealed packages that allow for easy inspection of each package. All packaged commissary orders, upon arrival for delivery, will be inspected by Correctional Staff to ensure against the distribution of unauthorized items to inmates. Two copies of the order receipt will be made available with each inmate's order. The receipt should contain the following information:
 - Inmate's name
 - Inmate's location
 - Inmate's I.D. number
 - Item(s) description and quantities ordered
 - Total \$ of order
 - Beginning account balance (before current order)
 - Ending account balance (after current order)
 - Signature line (Inmate)

SECURITY

- Due to the secure nature of the facility that the contractor will be providing service to, all prospective Contractors will be subject to the following:
 - Criminal Background Check
 - Prior to award of contract, the Contractor will be subject to a Criminal Background Check. Also all employees of that Contractor that will be involved in the services provided the County will also be subject to a criminal background check and are required to have passed pre-employment drug testing. No employee of the Contracting Company having a criminal record shall be involved in the packaging or delivery of items to the County. The County must complete the background investigation and approve the Contractor's employees prior to commencement of services under this contract. Staff changes made by the Contractor during the contract term must be approved by the County and a background investigation completed prior to new staff entering the facility. **No Exceptions will be made.** Failure to comply with this stipulation after the award of the contract shall be considered breach of contract.
 - All personnel entering the correctional facilities are subject to security / criminal history check. To accomplish this, the Contractor must provide the County with the following information on each personnel who will provide on-site services:
 - Full legal name
 - Social Security Number
 - Date of birth
 - Current home address
 - Current copy of NYS Driver's License
 - Signed Release Form



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- The County requires an assignment of the Contractor's personnel to be a permanent group of employees to avoid security problems.
- If the County determines that for security reasons, any personnel are unacceptable, the Contractor will act immediately to provide an acceptable replacement at no additional cost to the County.
- The County will require all contractor employees delivering commissary within the facility to wear a uniform. The uniform will be immediately recognizable as a contractor's employee and must be worn at all times. All contractor employees will display an identification card at all times while in the facility.
- The County reserves the right to refuse access to any person wearing inappropriate attire. The Correctional Center is a professional work environment and should be treated as such.
- In addition, any Subcontractor and their subsequent staff must also pass a background check as described above.
- Commissary orders may not be packed and delivered by the same contractor staff member. The warehouse manager or personnel will randomly audit ten percent (10%) of all orders packaged each week for accuracy. A ledger of that audit will be provided to the established facilities contact personnel.
- The Contractor must provide the County with a security plan that guarantees tamper-proof products while in the Contractor's facility and when in transit to the County's facility.
- The Contractor will provide a closed cart or other secure distribution container, for the purposes of commissary delivery. This cart must be lockable, and no items should be visible or reachable from this cart while it is locked. It is the Contractor's responsibility to research the facility hall widths, doors, delivery requirements, etc. to assure the delivery means will fit in all areas as needed. The County must approve the delivery container. Contractor must include how they will accomplish the delivery of commissary packages.

ACCEPTANCE OF PACKAGE

- The Contractor must require that each inmate provide authorized identification to verify identify against order prior to signing for package. Only commissary order receipts signed by the inmate whose account was charged will be processed for payment to the Contractor. The Contractor will be liable to reimburse and/all inmates' accounts for the cost of order(s) received by inmate(s) other than the inmate(s) for whom the order(s) was/were intended.

CONTRACTOR INVENTORY AND RESTOCKING

- The Contractor shall maintain sufficient inventory levels at the Contractor's location to limit shortages and backorders. The contractor shall not substitute or backorder and should have an order fill rate of 98% or better.



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- The Contractor must provide a method of handling “restocking” of returned orders for those orders that were sent, but the inmate had been released prior to receiving the order.

SYSTEM FEATURES

- The Contractor software must provide the following minimum features in real time:
 - Serial numbers / tracking numbers must be automatically printed on the scanned form during processing.
 - Order quantities must be amended automatically without user intervention (ie: to adjust for inmate overspending account balance) without canceling the entire order.
 - Items rejected for one or more restriction criteria must be logged immediately and presented to the scan operator at the completion of the scanning in the form of a scan reject report including the scan number for follow-up and resolution, if necessary, for such conditions as mis-marked jail numbers, multiple marks on a single line, quantity adjustments for adherence to rejections, etc.
 - Items rejected for one or more restriction criteria must be able to be retained with the inmate’s order detail and printed on the inmate’s commissary receipt with the reason for rejection.
- Contractor’s proposal must include description as to how this section will be met.

SYSTEM CONTROLS

- The Contractor system must allow for the addition of inmate information to control commissary purchases (ie: discipline controls, dietary restrictions) including at the minimum:
 - Quantity per order
 - Quantity per timespan
 - Orders per timespan
 - Disallowed items
 - Category quantity restriction
 - Category age restriction
 - Spending limit restriction
 - Spending limit override
 - Recognize if “inmate” submits more than one order
- The Contractor’s order processing software must include the ability to configure and automatically apply multi-level spending limits.
- Contractor’s proposal must include description as to how this section will be met.

ACCOUNT MANAGER / SUPPORT STAFF

- Contractor shall provide a dedicated competent account manager who shall be responsible for the County account/contract. The account manager shall receive all orders from the County and shall be the primary contact for all issues regarding response to this RFP and any contract which may arise pursuant to this RFP.



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- Contractor shall also provide adequate, competent support staff that shall be able to service the County during normal working hours, Monday through Friday. Such representative(s) shall be knowledgeable about the contract, products offered and able to identify and resolve quickly any issues including but not limited to order and invoicing problems.
- Contractor account manager shall be familiar with County requirements and standards and work with Correctional staff to ensure that established standards are adhered to.
- Contractor account manager shall keep the County authorized contract person informed of requests and/or contract issues that may arise.

COST FIGURES (INFORMATION ONLY)

- **2017- 2/2019** - Gross Sales \$365,087 Commission 93,765.97

INSTALLATION

- The Contractor shall accept full responsibility for the installation and efficient operation of all equipment.

SERVICING

- All machines / equipment will be serviced weekly or as needed or specified to lessen system down time. Contractor will check in with a pre-named contact person each time equipment is serviced.

INSTALLATION TIME

- All proposals will specify the number of days required to install commissary system. Failure to state installation time will cause proposal to be rejected.

TRAINING

- The Successful Contractor shall be responsible for training all necessary County personnel in the use of all equipment necessary for the operation of the Commissary System.

UTILITIES AND OTHER CONSIDERATIONS

- The County will provide electricity, lighting, heating, and air conditioning of the premises, but without liability on the County's part arising from temporary interruption thereof on account of breakdown, power failure, or like causes. Successful Contractor agrees that in use of such utilities, they will exercise the same degree of care and economy as would be exercised if they were paying for such utilities. No service specified herein will include janitor service. Except for utilities, successful bidder will be responsible for all bills for materials, supplies, equipment, taxes, etc. to or at such designated premises, or of any person employed or claiming to have been employed by the success contractor.

POSSESSION OF DESIGNATED PREMISES

- The Successful Contractor will not take possession of the designated premises nor cause installation of commissary system until all requirements of this RFP are fulfilled. Failure to provide all pre-possession requirements will constitute default of the contract and the County



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may terminate the award and re-award the contract to the next Contractor as it deems to be in the best interest of the County.

BILLING REQUIREMENTS

- The Contractor shall invoice the County (less the agreed amount percent commission and with the corrected adjustments for items not received by the inmate) each week for the commissary purchases. Upon receipt of the invoice the facility Commissary shall then pay the required billing amount. The Contractor must include with the invoicing a detailed report of sales including gross sales, amount to be paid, and commissary profit.

COUNTY RECORDS SUBJECT TO AUDIT

- The successful Contractor agrees that the County, or its designee, reserves the right to audit, examine, and copy any and all books, records, and information relating to the operation of the commissary. All records will be maintained until the audit is completed, and all questions arising therefrom are resolved, or five (5) years after this contract expires or is terminated, except that records will be retained beyond the fifth year if an audit is in progress or the findings of a completed audit have not been resolved satisfactorily.

CERTIFICATION/LICENSE REQUIREMENTS

- Include copies of any licenses required for this project.

DEPARTMENT OF GENERAL SERVICES, PURCHASING DIVISION

Dr. Robert L. Yeager Health Center
50 Sanatorium Rd, Building A
Pomona, New York 10970
Phone: (845) 364-3820 Fax: (845) 364-3809
Email: purchasing@co.rockland.ny.us

Paul Brennan, FNIGP, CPPO
Director of Purchasing

ADDENDUM # 1

Request for Proposal #: RFP-RC-2019-020

COMMISSARY SERVICES

The information in this addendum supersedes any contradictory information set forth in the contract documents. Acknowledge receipt of this addendum in the space provided on the signature page of the bid proposal. Failure to do so, may subject the bidder to disqualification. This addendum forms a part of the contract documents.

Please find attached the following questions and our responses for the above solicitation. Also enclosed please find the sign in sheet for the Pre-Proposal meeting held on September 9, 2019.

Please continue to monitor the official county bid notification system website at www.empirestatebidsystem.com for any additional addenda.

SIGNED:

Paul J. Brennan

PAUL J. BRENNAN, FNIGP, CPPO
DIRECTOR OF PURCHASING

Sept. 24, 2019

QUESTION #1 - Please confirm how many vending machines will need to be provided and which housing units will utilize vending machines.

ANSWER #1 - 5 vending machines A, B, C, D, & F Wing

QUESTION #2 - Please breakdown the number of inmates who will have access to vending machines per housing unit.

ANSWER #2 - A-35-40, B-35-40, C-35-40, D-0-20, F-12-20

QUESTION #3 - Are there barcodes on each inmate's wristband or ID card?

ANSWER #3 - No, not right now but we can if needed

QUESTION #4 - Will contractors be required to provide wiring for both Ethernet and power for vending machines?

ANSWER #4 - Yes

QUESTION #5 - If contractors are required to utilize a specific vendor for wiring, please provide the name and contact information for the County approved vendor.

ANSWER #5 - HUSH Electric

QUESTION #6 - Will contractors be responsible for providing Ethernet and power wiring in the intake area for an intake kiosk?

ANSWER #6 - Yes

QUESTION #7 - Will contractors be able to provide a separate network for their technology to reside on?

ANSWER #7 - Yes

QUESTION #8 - Will contractors be able to provide a hosted server in lieu of a rack-server?

ANSWER #8 - Yes

QUESTION #9 - Please confirm that contractors will be able to fill vending machines twice per week.

ANSWER #8 Yes

QUESTION #10 - Is the facility considering tablets as a part of the phone RFP which was recently released? If tablets are utilized, will commissary contractors be able to interface with these tablets for commissary ordering?

ANSWER #10 - Yes, we have tablets in the phone RFP. Yes, commissary ordering will be available on the tablets.

QUESTION #11 - If the software provided for the commissary operation is accessed remotely, will a lap top still be required?

ANSWER #11 - No

QUESTION #12 - Will contractors be required to submit any physical copies of the RFP response?

ANSWER #12 - No - All responses shall be uploaded into Bonfire following the directions included in the RFP Specifications.

QUESTION #13 - Please confirm that the Supplier Information Page requested for Required Forms is Page 38 of the RFP. If this is not the requested form, please provide the Supplier Information Page.

ANSWER #13 – Yes – Page 38 is the required “Supplier Information Page”.

QUESTION #14 - The Price Guarantee Period section on page 4 of the RFP mentions option years for the contract. How many option years will be available?

ANSWER #14 – See Page 3 – Length of Contract.

QUESTION #15 - Are contractors expected to upload each section of the technical response separately, or as one compiled file?

ANSWER #15 – Responses shall be uploaded as per the six breakdowns indicated in Bonfire. Technical shall be all as one file.