



**Request for Proposal
Inmate Commissary Services**

Lackawanna County
RFP No.: 039-17-209

Release Date:
February 8, 2017

Proposal Due Date:
March 17, 2017

Refer ALL Inquiries to:
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1. INTRODUCTION

1.1. Request for Proposal

- 1.1.1. Lackawanna County (“County”) invites responses to this Request for Proposal (RFP) from qualified, experienced Vendors who can provide reliable, cost effective inmate commissary services which meet the requirements described in this RFP at the following facility:

Lackawanna County Prison
1371 N. Washington Ave.
Scranton, PA 18509

- 1.1.2. Details about the Lackawanna County Prison (“Facility”) can be found in **Appendix A – Facility Specifications**. County is seeking an experienced Vendor to provide a commissary system to regularly distribute a variety of common food and non-food items to the inmates housed in the Facility listed in **Appendix A – Facility Specifications**.
- 1.1.3. Commissary services shall include (at a minimum) order processing, delivery and distribution of purchased goods to inmates, provision of on-site staff, inventory management, accounting and reporting, software and software support and all other services associated with providing commissary services at the Facility as described herein.

1.2. Background

- 1.2.1. The Facility is comprised of a 1,200 bed, multi-unit complex housing both male and female pre-trial inmates which may be housed at the Facility anywhere from one day to less than five years. The Facility houses maximum, medium and minimum security inmates. The average monthly population for the Facility is approximately 934 inmates. County’s current commissary environment includes inmates ordering commissary through the Inmate Telephone System (ITS), which is then deducted from the inmate’s trust account which is managed by the OMS. The commissary provider delivers the bagged orders to the Facility, and both commissary and off-duty Facility staff, deliver the purchased items to the inmates.

1.3. Designated Agent

- 1.3.1. County may engage third party consultants both in the process of this procurement and in the management of the day-to-day operations of the commissary services. If a consultant or agent (“Designated Agent”) is engaged, Vendor will cooperate with the Designated Agent as directed by County, including following instructions found in this RFP, and if awarded, the operation of the commissary services. Throughout this RFP, County shall be deemed to include both County and its Designated Agent or consultant, if any.

2. PROPOSAL INSTRUCTIONS, FORMAT, CONTENT AND SUBMISSION

2.1. Schedule of Events

- 2.1.1. The following is County's best estimate of the schedule of events ("Schedule of Events"). County reserves the right to revise the Schedule of Events at any time. Unless otherwise specified, the times provided are Central Standard Time (CST.)
- 2.1.2. Proposals must be received no later than 5:00 p.m. CST on March 17, 2017 ("Proposal Due Date") at the location specified in **Section 2.5 – Questions or Comments**.

Table 1 -Schedule of Events

Event	Date
Release of the RFP	February 8, 2017
Deadline for Written Questions from Vendors	February 21, 2017
Dissemination of Answers to Written Questions	March 6, 2017
Proposal Due Date	March 17, 2017

2.2. General Format

- 2.2.1. Vendor must completely respond to all requests for information and forms contained in this RFP to be considered for award. Brochures and advertisements will be considered an incomplete reply to requests for information. Vendor is solely responsible for the accuracy and completeness of its proposal. Proposals considered incomplete by County may be rejected without notification.
- 2.2.2. Emphasis should be on completeness and clarity of content. Proposals should provide a straightforward, concise description of Vendor's ability to satisfy the requirements in this RFP.

2.3. Format Requirements

- 2.3.1. The original RFP text, as well as any appendices, amendments, addenda or other correspondence related to this RFP may not be manually, electronically or otherwise altered by Vendor. Any Vendor proposal containing altered, deleted or additional non-original RFP text may be disqualified.
- 2.3.2. Proposals shall be prepared on standard 8 1/2" x 11" paper with a 12-point font with each page numbered.
- 2.3.3. The cover letter shall be printed on Vendor letterhead and signed by a company officer with the authority to provide a proposal to this RFP and contract with County.
- 2.3.4. The executive summary shall be a concise summation of the Vendor's experience and qualifications and the proposed commissary solution presented in this RFP. County requirements that are addressed only in the executive summary and not included in the applicable sections will be considered non-compliant.
- 2.3.5. Vendor's proposal must follow the format of this RFP. A complete response to each section and numbered item must be provided.
- 2.3.6. Several sections and numbered items require additional explanation and should include specific concise responses that fully address the question/information requested in that section. Include only those exhibits and/or visual aids that are clearly relevant to the specific section and numbered item.
- 2.3.7. All information contained in Vendor's proposal must be relevant to a section or numbered item of this RFP. Any information which does not meet this criterion shall be deemed extraneous and shall not be evaluated.
- 2.3.8. Vendor may include a complete client list or general vendor information as an Attachment in the RFP response.
- 2.3.9. Failure to follow the instructions in this RFP may, at the County's sole discretion, result in the rejection of Vendor's proposal.

2.3.10. All costs and expenses relating to the preparation and submission of Vendor's proposal shall be the responsibility of Vendor.

2.4. Submission of Proposal

2.4.1. Deliver 6 paper copies (1 original and 5 copies) and 1 complete electronic copy of the proposal on or before the Proposal Due Date. Proposals must be directed to the RFP contact specified in **Section 2.5 – Questions or Comments**.

2.4.2. The electronic copy, inclusive of all required documents and attachments, must be in a searchable format. Non-searchable documents may be considered non-compliant. Vendor is responsible for ensuring the electronic version and the chosen media are free from any viruses, malware or malicious code. Compromised electronic versions will be considered non-compliant.

2.4.3. The outside of the proposal must be labeled **INMATE COMMISSARY SERVICES PROPOSAL**, and include the RFP number and Vendor name.

2.4.4. Late proposals to this RFP will not be considered. The rejection of untimely proposals will be at the sole discretion of County. If rejected, the proposal will be returned to the Vendor unopened.

2.4.5. County assumes no responsibility for delays in any form of carrier, mail or delivery service causing the proposal to be received after the Proposal Due Date and time listed in the Schedule of Events. Vendor is responsible for late deliveries or mail delays. Postmarking by the Proposal Due Date shall not substitute for the actual proposal receipt.

2.4.6. Submission by facsimile, telephone or email is not permitted.

2.4.7. Vendor may modify its submitted proposal by providing a written and signed request to the RFP contact specifying the modification(s), prior to the Proposal Due Date. County will not accept any modifications to Vendor's proposal after the Proposal Due Date except in connection with a requested clarification(s) or Best and Final Offer (BAFO).

2.4.8. Vendor may withdraw its submitted proposal by providing a written and signed request to the RFP contact at any time prior to the Proposal Due Date.

2.4.9. Vendor is responsible for all errors or omissions contained in its proposal.

2.5. Questions or Comments

2.5.1. Vendor must direct all questions and/or comments to the RFP contact listed below. All questions must be written and submitted electronically in a comprehensive document.

2.5.2. County shall deliver the answers to the questions and/or comments received on or before the date specified in the Schedule of Events. Any questions and/or comments submitted by the Vendors after the due date will not be answered by County.

2.5.3. Only written communication executed by County in the form of an amendment or addendum shall be considered binding.

2.5.4. Vendor shall not contact any of County's employees or any employee at the Facility regarding this RFP during the RFP process. Inappropriate contact by Vendor may result in County's rejection of Vendor's proposal.

2.5.5. RFP questions or comments shall be emailed to:

Praeses, LLC
Attn: Heidi Lipp-Smith
330 Marshall Street, 8th Floor
Shreveport, LA 71101
Telephone – (318) 424-8125 Ext. 3152
Email – heidi.lipp@praeses.com

2.6. RFP Specification Changes

- 2.6.1. County reserves the right, at any time, to amend any portion of this RFP in the form of an addendum or amendment at its own discretion and without prior notice.
- 2.6.2. County reserves the right to withdraw and/or reissue the RFP in whole or in part at any time during the RFP process. County reserves the right not to award an agreement pursuant to this RFP (“Agreement”).
- 2.6.3. Vendor’s submission of a proposal shall not bestow any rights upon Vendor nor obligate County in any manner.

2.7. Acceptance Period

- 2.7.1. Vendor’s submission of a proposal indicates Vendor agrees the proposal will remain valid for a minimum of 120 days from the Proposal Due Date (“Acceptance Period”). A proposal requesting less than 120 days may be rejected. Vendor may specify a longer Acceptance Period.
- 2.7.2. If Vendor’s Proposal is accepted within the Acceptance Period, Vendor agrees to furnish any or all items or services as negotiated, and under the terms and conditions specified in this RFP, its amendments(s) and/or addenda and Agreement. County shall create an Agreement for execution by County and the awarded Vendor, which shall contain the terms and conditions in this RFP, its amendments and/or addenda, and as negotiated by County and awarded Vendor.

2.8. Response Instructions

- 2.8.1. Each Vendor must provide all documentation required. Responses should follow the same numerical sequence and structure as this RFP. A complete response for each section and numbered specification of this RFP must be provided by Vendor. If Vendor is in full compliance with the section or numbered specification, the appropriate response is, “Read, agreed and will comply.” Otherwise, Vendor’s response should state, “Read and do not comply” and considered an exception (“Exception”). Some of the specifications will require explanation or documentation by the Vendor. The explanation shall be provided only for those items that request an explanation or documentation and shall be provided as part of the response. Any Exceptions to this RFP, where Vendor’s response is “Read and do not comply,” must be addressed and listed in **Appendix C - Exceptions** to Vendor’s RFP response. Please provide exhibits that clearly reference specific conditions.

3. GENERAL INFORMATION

3.1. Implementation Plan

3.1.1. Vendor shall provide a detailed implementation plan for installation and/or transition of commissary services inclusive of the inmate banking software. The implementation plan shall include specific tasks that will be required to complete the implementation process of the commissary environment to the awarded Vendor. The implementation plan shall highlight important milestone dates with a description of what the milestones include. The initial implementation of the commissary services and inmate banking software must be completed within 60 days from the execution date of the Agreement. If Vendor's proposed implementation plan should exceed this timeframe, Vendor shall include an explanation of the variance in **Appendix C - Exceptions** to Vendor's proposal.

3.2. Transition

3.2.1. For the initial installation, Vendor will work with County and the incumbent inmate commissary service provider to ensure an orderly transition of services, responsibilities and continuity of the services required by County.

3.2.2. Vendor will work with County and Offender Management System (OMS) provider to ensure all required information is received for a seamless transition to the inmate banking software (i.e. inmate booking numbers, inmate personal identification numbers, inmate trust balances, etc.)

3.2.3. Upon expiration or cancellation of the Agreement or in the event County exercises its right to terminate the Agreement, Vendor shall accept the direction of County to ensure commissary services are smoothly transitioned. At a minimum, the following shall apply:

3.2.3.1. Vendor acknowledges that all documentation, reports, data, etc., contained in commissary system and inmate banking software are the property of County. County acknowledges the commissary system hardware and software and the inmate banking software are the property of Vendor.

3.2.3.2. The documentation, reports, data, etc. for the Facility shall be provided to County by Vendor on a storage medium and in a user-friendly, searchable and electronic format at no cost to County within 15 days following the expiration, termination and/or cancellation of the Agreement or within 15 days following the last day commissary services are provided by Vendor, whichever occurs first. Vendor shall accept County's decision whether the solution provided is acceptable.

3.2.3.2.1. As an alternative and at no cost to County, Vendor shall allow County access to all documentation, reports, data, etc. contained in the commissary system for a period of 2-years following the expiration, termination or cancellation of the Agreement. Vendor shall provide such access to County within 7 days following the expiration, termination and/or cancellation of the Agreement or within 15 days following the last day commissary services are provided by Vendor, whichever occurs first. Vendor shall accept County's decision whether the access provided is acceptable.

3.2.4. Vendor shall discontinue providing service or accepting new assignments under the terms of the Agreement, on the date(s) specified by County. Vendor agrees to continue providing all services in accordance with the terms and conditions, requirements and specifications of the Agreement for a period not to exceed 90 calendar days after the expiration, termination or cancellation date of the Agreement. Commission payments will be due and payable by Vendor to County at the percentage provided in the Agreement until services are no longer handled by Vendor.

3.3. Confidentiality and Public Disclosure

3.3.1. The successful Vendor shall treat all information obtained from County, which is not generally available to the public, as confidential and/or proprietary to County. Vendor shall exercise all reasonable precautions to prevent any information derived from such sources from being disclosed to any other person.

3.3.2. By submission of a proposal, Vendor acknowledges and agrees that County is subject to state and local public disclosure laws and, as such, is legally obligated to disclose any public documents, including proposals, to the extent required

thereunder. Without limiting the foregoing sentence, County's legal obligations shall not be limited or expanded in any way by a Vendor's assertion of confidentiality and/or proprietary data.

- 3.3.3. Vendor's proprietary and/or confidential information included in Vendor's response to this RFP must be clearly marked and identified as such. If such proprietary and/or confidential information is a trade secret(s), such trade secret(s) will be subject to disclosure if required by applicable Pennsylvania public disclosure and open records laws. Vendor shall not intentionally mark any portion of its proposal as "proprietary" or "confidential" that it does not have a good faith belief to be proprietary or confidential or in any other way to attempt to prohibit compliance with public record disclosure requirements. Should Vendor's information, which is marked as proprietary or confidential, be requested as part of a public information act request, County may notify Vendor in writing before such information is released as required by the applicable act or law. Vendor agrees, at its expense, to defend and hold harmless County from claims involving infringement of any intellectual property.

3.4. Agreement Period

- 3.4.1. County intends to award a 3-year Agreement ("Initial Term") with the option to renew for 2 additional 1 year terms or on a month-to-month basis (not to exceed 12 months). All terms and conditions, requirements and specifications of the Agreement shall remain the same and apply during any renewal term(s). The Agreement shall not automatically renew.

3.5. Agreement Obligations

- 3.5.1. The services to be performed under the Agreement shall not be assigned, sublet or transferred without 30 days advance written notification to the County and then only upon Vendor's receipt of the County's written consent.
- 3.5.2. Upon receipt of the County's written consent, any such purchaser, assignee, successor, or delegate shall thereupon assume all rights and responsibilities of Vendor. However, County may assign any and/or all of its rights and obligations hereunder without Vendor's written consent but upon County's written notice thereof to Vendor (1) to any Affiliate; (2) pursuant to any sale or transfer of all or substantially all of its business or assets; (3) pursuant to any merger, acquisition or reorganization; or (4) as part of a bona fide pledge to a third party lending institution of collateral of the assignor's rights hereunder.
- 3.5.3. If subsequent to this RFP and the execution of the Agreement, Vendor merges or is acquired by another entity, the following documents must be submitted to County:
- 3.5.3.1. Corporate resolutions prepared by the awarded Vendor and the new entity ratifying acceptance of all of the Agreement and its terms, conditions and processes;
 - 3.5.3.2. New Vendor's Federal Identification Number (FEIN) if applicable; and
 - 3.5.3.3. Other documentation requested by County.
- 3.5.4. Vendor expressly understands and agrees that it assumes and is solely responsible for all legal and financial responsibilities related to the execution of a subcontract. Vendor agrees that utilization of a subcontractor to provide any of the products/services in the Agreement shall in no way relieve Vendor of the responsibility for providing the products/services as described and set forth herein.

3.6. Non-Discrimination of Employment

- 3.6.1. Vendor's proposal must indicate that Vendor will recruit, select, train, promote, transfer and release its staff without regard to race, color, religion, national origin, handicap, age, or gender (except where age or gender is a bona fide occupational qualification). Further, Vendor shall administer its other staff policies such as compensation, benefits, layoffs, return from layoffs, work sponsored training, education and tuition assistance in compliance with the ADA, and all state and federal laws relating to non-discrimination in employment.

3.7. Indemnification

- 3.7.1 Vendor shall defend, indemnify, and hold County and its affiliates, agents, employees, officers, directors, and successors harmless from any loss, cost, expenses, damages, or liability (including reasonable attorney’s fees and court costs) resulting from actions, causes of action or claims brought or threatened under the Agreement, for (a) any actual or alleged negligence or dishonesty of, or any actual or alleged act of omission by, Vendor or any of its employees, agents, or subcontractors; in providing the equipment and services hereunder, (b) the operation of Vendor’s business; (c) any breach by Vendor of its obligations hereunder; or (d) any alleged patent, copyright, or trademark infringement or unauthorized use of trade secrets or other proprietary rights in connection with commissary services, except where such claims, demands, or liabilities are due to the negligence of County, its agents, or employees.
- 3.7.2 County agrees to provide Vendor with a reasonable and timely notice of any claim, demand, or cause of action made or brought against County arising out of or related to the services rendered by Vendor. Vendor shall have the right to defend any such claim at its sole expense and with its exclusive discretion. County will promptly advise Vendor of any proposed agreement to compromise or settle any claim and Vendor will have 10 days to respond to such proposal.
- 3.7.3 In the event an infringement claim is made or threatened against County, or injunctive relief is granted to a claimant, Vendor shall (a) obtain the right for County to continue use of the services; (b) substitute other services of like capability, or (c) replace or modify the services to render them non-infringing while retaining like capability. In the event Vendor is unable to perform any of the above, County may terminate the Agreement upon 60 day’s written notice to Vendor and Vendor shall be responsible for all of County’s costs and expenses of whatever nature or kind in connection therewith.
- 3.7.4 These indemnities and remedies shall survive the expiration or other termination of the Agreement.

3.8. Vendor Employees, Subcontractor and Other Agents

- 3.8.1. Vendor shall state its intention to use subcontractors to perform any portion of the work sought by this RFP. For each such subcontractor, provide the name and address of the subcontractor and a description of the work the named subcontractor will provide in the table below.

Subcontractor Name	Company	Location (Address, City, State)	Description of Work to be Provided

3.9. Insurance

- 3.9.1. During the period of the Agreement, Vendor, at its own expense, agrees to carry and maintain the following minimum insurance policy of public liability and property damage issued by a casualty company authorized to do business in the State of Pennsylvania, and in a standard form approved by the Board of Insurance Commissioners of the State of Pennsylvania. The insurance company should have a Best Rating of no less than A. Coverage provisions should insure County and the public from any loss or damage that may arise to any person or property as a result of the services rendered by Vendor.
- 3.9.2. Vendor shall provide County with a 30 day advance written notice of cancellation or material changes in said insurance.
- 3.9.3. Annual renewals for the term of this policy should be submitted prior to the expiration date of any policy.

3.9.4. Vendor shall provide County a Certificate of Insurance, on an original ACORD certificate, evidencing required coverage described below, within 10 days after receipt of notice of award. Said certificate shall show County as an additional insured and shall include a waiver of subrogation:

3.9.4.1. **Automobile Liability:**

3.9.4.1.1. Bodily Injury (each person): \$250,000.00

3.9.4.1.2. Bodily Injury (each accident): \$500,000.00

3.9.4.2. **General Liability (Including Contractual Liability):**

3.9.4.2.1. Bodily Injury or Death (per person): \$1,000,000.00

3.9.4.2.2. Property Damage (per incident resulting in injury or destruction of property): \$100,000.00

3.9.4.3. **Excess Liability:**

3.9.4.3.1. Umbrella Form: \$1,000,000.00

3.9.4.4. **Worker's Compensation:**

Statutory

3.9.5. Vendor agrees to carry and maintain Workers Compensation Insurance. Proof of Workers Compensation Insurance must be provided with the proposal to County.

3.9.6. For any person or Vendor with whom Vendor enters into an agreement to provide the services defined in this RFP, Vendor must:

3.9.6.1. Provide a certificate of coverage, for all persons providing the services defined in this RFP and prior to those persons beginning work on any project, showing coverage is being provided for the duration of the Agreement. Coverage shall be based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Pennsylvania Labor Code.

3.9.6.2. Provide a new certificate, prior to the end of the coverage period, of coverage showing extension of coverage if the coverage period shown on Vendor's current certificate of coverage ends during the duration of the Agreement.

3.9.6.3. Retain all required certificates of coverage for the duration of the Agreement and for 2 years thereafter; and

3.9.6.4. Notify County in writing, within 10 days after Vendor knew or should have known, of any change that materially affects the provision of coverage of any person providing services during the Agreement term.

3.9.7. Any subcontracts for the products/services described herein shall include appropriate provisions and contractual obligations to ensure the successful fulfillment of all contractual obligations agreed to by Vendor and County and to ensure that County is indemnified, saved, and held harmless from and against any and all claims of damage, loss, and cost (including attorney fees) of any kind related to a subcontractor in those matters described in the Agreement.

3.10. Licenses, Permits and Taxes

3.10.1. Vendor shall be responsible for all costs associated with obtaining all licenses, permits and taxes required to operate in the State of Pennsylvania. Also, Vendor shall comply with all Federal, State and local codes, laws, ordinances, regulations, and other requirements at no cost to County.

3.10.2. Vendor agrees that it is entirely responsible for calculating, collecting and remitting all fees and taxes (including sales tax where applicable) on all services and items provided to the inmates.

3.11. Independent Contractor

3.11.1. The parties acknowledge that Vendor is an independent contractor. Nothing in this RFP is intended nor shall be construed to create an agency relationship, an employer/employee relationship or a joint venture relationship among the parties.

3.12. Termination/Default

3.12.1. In the event Vendor fails to perform any terms or conditions of the Agreement, County may consider Vendor in default of the Agreement and supply Vendor written notice of such default. In the event said default is not remedied to the satisfaction and approval of County within 30 calendar days of receipt of such notice, County may terminate the

Agreement. Upon termination, Vendor shall work with the succeeding commissary service provider to ensure a continuity in service.

3.12.2. County may terminate the Agreement at any time, in whole or in part based upon the services offered, without penalty, upon Vendor's receipt of 90 days written notice. Upon termination, Vendor shall work with the succeeding commissary service provider to ensure a continuity in service.

3.12.3. For any reason, should Vendor be unable to satisfy the requirements contained in the Agreement, County may, in its sole discretion, call for the Surety Bond due, in part or in full, for non-performance and/or as liquidated damages.

3.13. Caution Notice

3.13.1. Any Vendor submitting a response to this RFP shall disclose, in its proposal, any agreement or understanding currently in effect, intended to compensate a third party for their efforts in securing the award of any Agreement resulting from this RFP (i.e., consultants, lobbyists or other individuals not normally employed by Vendor in a sales capacity). Failure to reveal any such arrangement, regardless if the compensation is monetary or otherwise, shall be grounds for rejection of Vendor's proposal and shall eliminate Vendor as a prospective contractor. Any Agreement awarded as a result of this RFP where it is subsequently revealed the successful Vendor did not provide notice of an agreement to compensate a third party for their assistance in securing the Agreement, shall be grounds for termination of the Agreement.

3.14. Evaluation Factors and Criteria

3.14.1. County shall conduct a comprehensive evaluation of all proposals.

3.14.2. Proposals will be evaluated by County's evaluation committee who shall review, evaluate and verify information submitted by Vendor.

3.14.3. County's evaluation committee shall evaluate the proposals in accordance with the Evaluation Criteria listed below and the process outlined in this section.

3.14.4. The top 3 weighted Vendors may be asked to make an oral presentation/demonstration of their proposed system at a date and time to be determined by County.

3.14.4.1. Additions, deletions or substitutions may not be made to proposals during the oral presentation/demonstration, unless they may be viewed as a clarification(s).

3.14.4.2. The County may request a BAFO as outlined in Section **3.16 – Best and Final Offer**.

3.15. Evaluation Criteria

EVALUATION CRITERIA	WEIGHT
Core Offering, Menu Flexibility and Quality, Delivery and Distribution, Technology and Software	35%
Corporate Capability, Reporting and Financial Transparency	15%
Customer Service, Staffing, Support and Implementation	20%
Vendor's Overall Compliance with RFP Specifications	5%
Cost Proposal	15%
Oral Presentation	5%
Best and Final Offer	5%
Total Weight	100%

3.15.1. Vendors whose proposals do not meet the mandatory requirements set forth in this RFP will be considered non-compliant. Vendors may be disqualified and its proposal rejected as described in **Section 3.19 – Accept, Reject and Disqualification of Proposals**.

3.16. Best and Final Offer

3.16.1. County may request a Best and Final Offer from selected Vendor(s). A BAFO allows the Vendor an opportunity to supplement or clarify its original proposal. Selected Vendors will be contacted in writing by County requesting the submission of Vendor's BAFO. The BAFO will be in the form of an addendum to this RFP and Vendor's submitted proposal.

3.17. Award

- 3.17.1. The award will be based on the specific criteria described in **Section 3.15 – Evaluation Criteria**.
- 3.17.2. County will evaluate all responses to determine which best supports the capacity, performance and stated requirements.
- 3.17.3. County shall make the final selection of the awarded Vendor. Each Vendor that submitted a proposal will receive written notification of County's final decision.

3.18. Negotiations

- 3.18.1. County reserves the right to conduct negotiations from the proposals received or to award an Agreement without negotiations. If such negotiations are conducted, the following conditions shall apply:
 - 3.18.1.1. Negotiations will only be conducted with the selected Vendor after the evaluation of proposals.
 - 3.18.1.2. Vendor's proposal may be subject to negotiation and revisions. Vendor may be required to submit additional data or clarification.
 - 3.18.1.3. County may direct its Designated Agent to conduct negotiations on its behalf.
 - 3.18.1.4. Any changes agreed upon during negotiations may become part of the Agreement.
- 3.18.2. If County is unable to come to terms with the selected Vendor, discussions shall be terminated and negotiations will begin with the next highest weighted Vendor(s).

3.19. Accept, Reject and Disqualification of Proposals

3.19.1. County expressly reserves the right to accept or reject any or all proposals, with or without cause, modify, alter, waive any technicalities or provisions, or to accept the proposal which, in its sole judgment, is determined to be the best evaluated offer resulting from negotiation or to award an Agreement to the next most qualified Vendor if the successful Vendor does not execute an Agreement within 60 days after the award of the proposal.

- 3.19.2. Each Vendor, by submitting a proposal, agrees that if the County accepts its proposal, such Vendor will furnish all items and services upon the terms and conditions in this RFP and subsequent Agreement. Vendors may be disqualified and rejection of proposals may be recommended to County for any of, but not limited to, the following reasons:
- 3.19.2.1. Failure to properly complete the proposal;
 - 3.19.2.2. Evidence of collusion among Vendors submitting the proposals
 - 3.19.2.3. Inappropriate contact or discussions as outlined in **Section 2.5 – Questions or Comments**; or
 - 3.19.2.4. Incorrect or contradictory information and/or false statements included in Vendor’s proposal or other materials submitted in its response to this RFP or made during any oral presentations or negotiations.

3.20. Discrepancy Between Proposal and Agreement

- 3.20.1. Discrepancies among the following documents shall be resolved in the following order, with the higher ranking documents taking precedence over the lower (shown higher to lower).
- 3.20.1.1. Negotiated Agreement and any amendments or addenda;
 - 3.20.1.2. RFP and any amendments or addenda;
 - 3.20.1.3. Vendor’s response to this RFP.

3.21. Surety Bond

- 3.21.1. The successful Vendor must furnish a Surety Bond, issued by a Surety Company authorized to do business in the State of Pennsylvania, in the form of a Cashier’s Check, or Irrevocable Letter of Credit, payable to County within 10 calendar days after the Agreement execution date.
- 3.21.2. The Surety Bond must be made payable to County and in the amount of \$90,000.00; the Surety Bond shall be retained during the full period of the Agreement and/or renewal terms. Personal checks are not acceptable. The Agreement number (if applicable) and dates of performance must be specified on the Surety Bond. In the event that County exercises its option to extend the Agreement for an additional period, Vendor shall be required to maintain the validity and enforcement of the Surety Bond for the said period, pursuant to the provisions in this paragraph, in the amount stipulated at the time of the Agreement renewal.

4. COMMISSARY SERVICES SPECIFICATIONS

4.1. Corporate Capability

- 4.1.1. Vendor shall provide its most current annual report, and/or its 2 most recent Dun and Bradstreet (or similar) financial reports, along with a statement of financial condition.
 - 4.1.1.1. State if Vendor has operated under a different name in the past 3 years.
 - 4.1.1.2. Indicate if the company is for sale or is considering an acquisition or merger in the next 6 months.

4.2. Vendor Client List

- 4.2.1. Vendor shall provide at least 3 references of current customer contracts which are similar in type, scope, size and value to the work required in this RFP.
- 4.2.2. Vendor shall provide a list of its current clients where Vendor provides the requirements, equipment and services similar to those in this RFP.
 - 4.2.2.1. For each client, include the name of the customer, address and phone number, the name of a contact person and title. County may contact the references and/or current clients at any time during the RFP process.

4.3. General Requirements

- 4.3.1. Vendor shall be responsible for facilitating and handling the entire commissary environment at the Facility. Commissary services will be ordered by the inmate via inmate telephone technology based on a schedule specified by County. Currently, the Facility allows commissary orders to be submitted from Tuesday morning – Monday night at midnight. County requires ordered goods be delivered once per calendar week on Thursdays to the Facility and disseminated to all inmates (including indigent, new admissions and Kosher kits) by Vendor and/or Facility staff.
- 4.3.2. Vendor shall operate its commissary services at an off-site location and deliver the weekly orders in boxes organized by Facility layout or as directed by the Facility.

4.4. Performance Process

- 4.4.1. Vendor shall provide, install and maintain the software and network components in accordance with the manufacturer's specifications and the provisions set forth within this RFP.
 - 4.4.1.1. Vendor shall provide County with a web-based user application and software upgrades as they become available. All upgrades must be no older than 1 release of newest operating system and provided to County at no additional cost.
 - 4.4.1.2. Vendor shall provide County with written notice, including detailed information, of any new software upgrades or additional features to be added to the system, within 30 days of the introduction of the new software or features.
 - 4.4.1.3. Vendor shall adhere to the performance process when upgrading the software or performing any changes to the system at the Facility. Any deviation from this process may result in a fine incurred by Vendor. Such fine will be equal to \$300.00 per occurrence. Vendor shall be notified of the total amount due via written notice from County. County will invoice Vendor and payment shall be due within 30 days of Vendor's receipt of invoice.

4.5. Invoicing and Payments

- 4.5.1. Inmate commissary purchases shall be deducted from the inmate's trust account which is managed by the OMS. In addition, any and all credits shall be applied back to an inmate's trust account.
- 4.5.2. Vendor shall offer County a commission of the weekly Net Sales generated by all sales of food and non-food items purchased by the inmates at the Facility or family members and friends from the Vendor.
- 4.5.3. Vendor shall offer County a commission rate of the monthly Net Sales as defined herein. Net Sales generated by and through the commissary service environment consists of all sales, compensation, earning, gain, income, generated

income, proceeds or receipts paid to or received by Vendor in any way connected to the provision of commissary services pursuant to the RFP. Net Sales includes, by way of example and not limitation, all of the following: all fees, charges, inmate commissary purchases, package sales and any additional fees/charges generated by the commissary service environment and all additional fees charged to the inmate or family members and friends of the inmates and any other compensation received by Vendor.

- 4.5.4. Notwithstanding the foregoing, Net Sales does not include the following items:
- 4.5.4.1. Indigent kits (as defined in Section 4.6.6 – 4.6.7);
 - 4.5.4.2. Admission kits (as defined in Section 4.6.8);
 - 4.5.4.3. Debit purchases;
 - 4.5.4.4. Postal products;
 - 4.5.4.5. Refunds; and
 - 4.5.4.6. Required taxes and charges that are intended to be paid by the inmate or family member or friend and then remitted 100% by the billing party to the appropriate governmental agency.
 - 4.5.4.7. Vendor shall specify if Vendor proposes to utilize an alternative calculation for Net Sales.
- 4.5.5. Vendor may, at its own option, include a supplemental payment in addition to the commission in **Appendix B – Commission and Fees**.
- 4.5.6. In its cost proposal, Vendor shall indicate the proposed mark-up amount and all applicable taxes (sales, City, County, State, etc.) independent of the total cost of each individual food or non-food item available for sale to the inmate, family member or friend. Any additional fees to be added to the total cost of a food or non-food item must be provided to County in writing and must be approved by County prior to implementation.
- 4.5.7. In its financial proposal, Vendor shall provide a proposal based on the current schedule, menu of products and applicable prices in Option #1 of **Appendix B – Commission and Fees**. Vendor shall also provide an alternative schedule, menu of products, pricing, etc. in Option#2 of **Appendix B – Commission and Fees**. For both Options #1 and #2, Vendor shall not include Vendor’s mark-up and applicable taxes in the pricing for the menu items. Vendor shall detail its proposed mark-up and taxes independently in **Appendix B – Commission and Fees**.
- 4.5.8. Vendor’s proposed menu items shall label kosher, halal, gluten free and soy free food items. Vendor shall identify and label food items which include peanuts in the ingredients.
- 4.5.9. On a weekly basis, Vendor shall provide:
- 4.5.9.1. Vendor shall generate and provide to County a weekly report detailing all credits for out of stock items, products not delivered, etc. (“Weekly Credit Report”). The Weekly Credit Report shall include details of all credits, the reason for the credit, a subtotal of all credits, and a revised total for the actual products delivered.
 - 4.5.9.2. Invoices to County itemizing all food and non-food items purchased by the inmates, family member and/or friend as well as the deducted commission payment from the overall invoice total (“Weekly Invoice”).
 - 4.5.9.3. A detailed report of daily purchases, returns and adjustments, credits for out of stock items, the number of indigent kits, commission due and any additional items detailing the amount of Gross Sales, Net Sales and commission due (“Weekly Detailed Report”).
 - 4.5.9.4. Summary of all taxes, including but not limited to sales, City, State and County, acquired for each order (“Weekly Tax Report”). The Weekly Tax Report shall detail the submission of the tax to the proper entity.
 - 4.5.9.5. Weekly Credit Report, Weekly Invoice, Weekly Detailed Report and Weekly Tax Report are due within 3 days following the close of each billing week.
 - 4.5.9.6. Late charges and/or fines for weekly reporting shall be a fee of \$100.00 per day.
- 4.5.10. On a monthly basis, Vendor shall provide a report that itemizes and summarizes the total Gross Sales, Net Sales, food and non-food items sold, returns and adjustments, Vendor’s mark-up, sales tax and deducted commission payments (“Monthly Activity Report”). The Monthly Activity Report is due to County no later than the 20th day of the month following the month of sales.
- 4.5.10.1. Late charges and/or fines for monthly reporting shall be a fee of \$750.00 per month.

- 4.5.11. Vendor shall provide a sample of its Weekly Credit Report, Weekly Invoice, Weekly Detailed Report, Weekly Tax Report and Monthly Activity Report as an Attachment in its response to this RFP.
- 4.5.12. Gross Sales, Net Sales and commission discrepancies must be resolved by Vendor within 30 days of receipt of notification of a discrepancy by County or such discrepancy is subject to late charges as described below and/or the Agreement may be terminated at the sole discretion of the County. The County further retains the right to pursue any other legal remedies it deems necessary.
 - 4.5.12.1. Late charges for commission payments shall be equal to 5% of the commission due.
- 4.5.13. If the weekly reporting, monthly reporting and commission payments are not received by the due date, the late charges and/or fines for all three shall apply.
- 4.5.14. Weekly invoices and Monthly Activity Reports shall be directed to County as follows:

Lackawanna County Prison
1371 N. Washington Ave.
Scranton, PA 18509

4.6 Commissary Specifications

- 4.6.1 Vendor shall be responsible for maintaining all inventory and shall be solely responsible for the purchase and offsite storage of all items. Vendor shall provide the location of the offsite storage warehouse which shall be mutually agreed upon by County and Vendor.
- 4.6.2 Vendor shall provide County with the name and telephone number for Vendor's primary manager, employees, consultants, programming and technical staff who will be involved in providing the requirements in this RFP.
- 4.6.3 County reserves the right to deny access to the Facility to any person at any time as County deems necessary.
- 4.6.4 Vendor agrees to package each inmate's order individually and to deliver the orders to the inmates using the following specifications:
 - 4.6.4.1 Packaged in a clear, durable plastic bag and heat sealed prior to delivery.
 - 4.6.4.2 A receipt of the order containing the inmate's name, ID and itemized total of the items ordered shall be attached to the outside of the bag.
 - 4.6.4.3 Orders/packages shall be separated by cell blocks/housing unit and placed in water tight tote bucket, clearly marked with the specific cellblock/housing unit.
- 4.6.5 Should an inmate not have enough funds in his/her trust account to complete their entire commissary order (inclusive of debit), Vendor shall fulfill the order based upon the priority listed below in chronological order:
 - 4.6.5.1 Hygiene Products;
 - 4.6.5.2 Debit Phone Time; and
 - 4.6.5.3 Food.
- 4.6.6 Inmates who have a \$0.00 balance in their trust account for at least 2-weeks (consecutively) are considered indigent. Indigent kits are supplied to indigent inmates once per week until the inmate has funds in their trust account. Commissary orders for non-indigent inmates shall be limited to \$85.00 per week. Further limitations shall be set as deemed necessary by County and shall be communicated to Vendor.
- 4.6.7 Vendor shall have the capability to offer up-to 4 different types of indigent kits. In its response, Vendor shall propose the different types of indigent kits and proposed unit price in **Appendix B – Commission and Fees**. The value of each of the proposed indigent kits must be within \$3.00-\$6.00 per order. The current value of each indigent kit is \$6.75 per order.
 - 4.6.7.1 Current indigent kits include:
 - 4.6.7.1.1 Stamped Envelope;
 - 4.6.7.1.2 Shampoo;
 - 4.6.7.1.3 Toothpaste (1oz);
 - 4.6.7.1.4 Comb;

- 4.6.7.1.5 Roll-On Deodorant;
 - 4.6.7.1.6 White Washcloth;
 - 4.6.7.1.7 Flex Pen (black ink);
 - 4.6.7.1.8 15 – 8.5x11 sheets of copy paper;
 - 4.6.7.1.9 Thumb Toothbrush; and
 - 4.6.7.1.10 Bar Soap.
- 4.6.7.2 County requires Vendor’s proposed indigent kits include the 4.5 oz bar soap as opposed to the smaller indigent sized bar of soap.
- 4.6.7.3 Vendor shall provide information on how indigent inmates are tracked within Vendor’s proposed system and any associated reporting. Vendor shall indicate if its proposed system can alert Facility staff of indigent status inmates.
- 4.6.8 Vendor shall provide admission kits to County for newly booked inmates and at no cost to County. Vendor shall have the capability to offer up-to 4 different gender –based types of admission kits. Admission kits are to be supplied to inmates upon booking and shall include basic hygienic essentials and shall be gender based. In its response, Vendor shall propose the different gender-based types of admission kits and the unit price for each in **Appendix B – Commission and Fees**. County accommodates approximately 5,000 admissions per year; approximately 15% of those admissions are female.
- 4.6.8.1 Current admission kits include:
- 4.6.8.1.1 All-In-One Shampoo/Body Wash;
 - 4.6.8.1.2 Toothpaste (1oz);
 - 4.6.8.1.3 Comb;
 - 4.6.8.1.4 Flex Pen (black ink);
 - 4.6.8.1.5 Roll-On Deodorant;
 - 4.6.8.1.6 White Washcloth;
 - 4.6.8.1.7 Toothbrush (Shorty);
 - 4.6.8.1.8 Cup;
 - 4.6.8.1.9 3 – T-shirts (male or female);
 - 4.6.8.1.10 3 – Undergarments (male or female);
 - 4.6.8.1.11 3 – Pairs of Socks; and
 - 4.6.8.1.12 3 – Sports Bras (female).
- 4.6.9 County reserves the right to determine the final retail selling prices, which shall not exceed Fair Market Value (FMV). Vendor shall be responsible for performing a FMV analysis on an annual basis. Vendor shall provide County with documentation of its analysis as well as supporting documentation from 3 other service providers.
- 4.6.10 Vendor shall provide details of Vendor’s proposed user application in its proposal which shall include, but not be limited to:
1. System version (if there are multiple versions and/or releases);
 2. System design;
 3. Technical specifications;
 4. Software applications;
 5. Hardware architecture and networking capabilities; and
 6. Data backup procedures.
- 4.6.11 At no cost to County, Vendor shall work with County’s lobby kiosk provider, who currently provides a variety of services, and County’s Offender Management System, to add commissary related capabilities such as allowing friend and family members to deposit cash, credit/debit card funds directly into an inmate’s trust account, ordering of food and non-food commissary items to be delivered to a specific inmate, etc. Vendor shall list any fees associated with the utilization of the commissary services via the kiosk in **Appendix B – Commission and Fees**.

- 4.6.12 Vendor shall indicate whether the general public has the capability to deposit funds into an inmate's trust account via a web-based and/or mobile application. Please include specific information on these features and clearly outline any transaction fees in **Appendix B – Commission and Fees**.
- 4.6.13 Vendor shall allow family members and friends to deposit money into an inmate's trust account by these 3 methods:
- 4.6.13.1 Website (credit/debit card, check) and/or mobile application;
 - 4.6.13.2 24-hour call center/toll free number (credit/debit card, check); and
 - 4.6.13.3 Lobby Kiosk and/or Lobby Kiosk application.
- 4.6.14 Family members and friends must be required to set up an account to deposit funds into an inmate's trust account. The account shall allow the user to view all completed transactions for a minimum of 30-days. The account shall capture the following information:
- 4.6.14.1 First and last name;
 - 4.6.14.2 Payment method (credit/debit card, money order, etc.)
 - 4.6.14.3 Address associated with payment method;
 - 4.6.14.4 Transaction amount; and
 - 4.6.14.5 Method used to deposit funds (ex. Kiosk, IVR, website, mobile, etc.)
- 4.6.15 Commissary deposits received USPS mail and/or in-person shall not be subject to any charges and/or fees.
- 4.6.16 Users must be able to access a toll free number where they can speak with a live representative. At a minimum, Vendor shall provide customer service access for 12 hours per day Monday through Friday and for 4 hours on both Saturday and Sunday. Agents should be available to provide services in both English & Spanish.
- 4.6.17 Deposits must be posted to the inmate's trust account within 24-hours of deposit confirmation.
- 4.6.18 At no cost to County or inmate, Vendor must work with the inmate telephone provider to establish an interface to allow inmates to purchase debit for inmate telephone calls via the inmate's trust account. The interface shall allow for an automated file-transfer process. The file format shall be mutually agreed upon by the County, Vendor and inmate telephone provider.
- 4.6.18.1 County currently utilizes a paperless method for debit phone calling for the inmate telephone system. Vendor will be required to sell debit phone time and ensure the sold debit phone time is posted in real-time as a transaction to the inmate's trust account. Funds for all debit transaction shall be utilized to remit payment to the inmate telephone provider each month.
 - 4.6.18.2 Vendor shall ensure a separate category for inmate debit calling is included as one of the items to select from the commissary menu. Pricing and/or denomination shall be provided by County.
 - 4.6.18.3 Vendor shall not add a mark-up/fee to debit purchases nor charge the inmate telephone provider or County a fee to process debit sales via the commissary system.
- 4.6.19 The sales associated with debit shall be excluded from Net Sales as defined in **Section 4.5.4**.
- 4.6.20 Vendor shall be responsible for creating a poster-sized commissary menu for each dorm/pod area listing all updated commissary items and associated cost. Vendor staff shall ensure the posted commissary menu is updated should any menu items change due to unavailability or scheduled menu change.
- 4.6.21 Vendor will be responsible for purchasing, receiving and maintaining a sufficient inventory of both food and non-food commissary items, as defined below, in its off-site storage facility. Food commissary items include, but are not limited to, candy, cookies, snack cakes, precooked meals, coffee, tea, sugar, packaged drinks, soups.
- 4.6.22 Non-food commissary items include, but are not limited to, greeting cards, office supplies, toiletries, hygiene, gift packages, walk-man radios, batteries, playing cards, apparel, bowls, spoons, admission and indigent kits, dictionaries, footwear items, robes, pajamas, and socks.
- 4.6.22.1 Apparel shall include both male and female related items.
- 4.6.23 If an item is missing from a complete commissary order, Vendor must attempt (in the below order) the following in order to complete the order:
- 4.6.23.1 Obtain that item;
 - 4.6.23.2 Obtain an item that serves as a comparable substitution; or

- 4.6.23.3 Issue a credit which shall be applied to the specific inmate's trust account within 48 hours.
- 4.6.24 Menu substitutions and addition of items must be approved by County prior to delivery.
- 4.6.25 The Facility is smoke/tobacco free. The commissary menu will not include any tobacco products or incendiary devices.
- 4.6.26 All non-meat products offered for sale must be cooked in vegetable shortening; items cooked in animal fat are not acceptable. No item containing added trans fats may be sold.
- 4.6.27 In addition, Vendor must be able to provide basic hygiene items which shall be a subset of the total menu offering designated by County.
 - 4.6.27.1 Vendor must receive approval in writing from County prior to implementing any additional hygiene items or revising the agreed upon items in the subset items.
- 4.6.28 Vendor shall provide its process for restricting inmates whom have been classified in the OMS as kosher, halal, or other religious affiliation, from purchasing food items which would contradict that classification.
- 4.6.29 Vendor shall provide its process for restricting inmates from purchasing items which contradict any known allergies (peanuts, egg, wheat, etc.).
- 4.6.30 The awarded Vendor may request specialty commissary items be added to the commissary menu twice each year. All requests must be reviewed and approved by County.
- 4.6.31 For specific holidays, the awarded Vendor may request additional holiday commissary items be added to the commissary menu. All requests must be reviewed and approved by County.
- 4.6.32 Once during each year of the Agreement, County and Vendor shall mutually agree to review the commissary sales and preference of the commissary items sold and may add or delete items based on the results of the review. Requests and samples of proposed additions must be submitted to County, or its Designated Agent as directed by County, by February 15th for review. The item(s) will be reviewed for appropriateness for use within the Facility. If approved, the item changes will become effective on the first Sunday following April 1st.
 - 4.6.32.1 Notification of menu changes must be provided to inmates 14 days in advance.
- 4.6.33 County reserves the right to change the total number of menu items offered.
- 4.6.34 Selection and variety of commissary items may be adjusted as mutually agreed upon by both parties and as described herein.
- 4.6.35 The Facility shall approve all commissary items. The current commissary menu is attached hereto and marked as **Attachment A.1 – Current Commissary Menu**.
- 4.6.36 Vendor shall submit the sale prices for commissary items to be sold to the inmates using **Appendix B – Commissions and Fees**. Vendor shall exclude Vendor mark-up and taxes from the sales prices for commissary items. Vendor shall specify Vendor mark-up and taxes independently in **Appendix B – Commission and Fees**.

4.7 Product Quality

- 4.7.1 Vendor will sell products of high quality that conform with all applicable federal, State, and local laws, acts, ordinances, and regulations.
- 4.7.2 Items available for sale must be nationally distributed brand names or their equivalent and contain nutritional information on the package or label.
- 4.7.3 All food containers and packaging must be dated within "sell by" date.
- 4.7.4 County shall have the right, at all times during the term of the Agreement, to inspect products to be sold and to approve or reject them if they do not conform with the provisions of the Agreement or with County security regulations.

4.8 Item Pricing

- 4.8.1 Any commissary menu items that already have a price pre-printed on the item packaging must be sold at or below that price, inclusive of any applicable sales tax. All commissary items shall be priced to include applicable state and County sales tax. Vendor will be responsible for computing the amount of State and County sales tax and remitting the funds to the proper entity.

- 4.8.2 Prices for commissary items may not be higher than the prices offered for retail sale in the local Scranton, Pennsylvania area. At County's request, Vendor shall provide a quarterly market price report to demonstrate that Vendor's commissary items are comparable to the Scranton, Pennsylvania area.
- 4.8.3 All item pricing in the Agreement shall, except by mutual consent of the parties, remain unchanged during the first 2-years of the Agreement term. Upon the third year anniversary of the Agreement, County and Vendor shall mutually agree to increase and/or decrease the pricing. Price adjustments shall not be implemented without County approval in writing for any item.
- 4.8.4 Price adjustments must be based on documentation from the Vendor's manufacturer or wholesale distributor and verified by a letter from the manufacturer or wholesale distributor indicating:
- 4.8.4.1.1 The former unit sale price of the item and the date that price was implemented;
 - 4.8.4.1.2 The new unit sale price of the same item and the date that price will be effective; and
 - 4.8.4.1.3 The percentage of change in the unit sales price.
- 4.8.5 County reserves the right to compare the price to the same item available in the free market and, if substantial discrepancies are found, require Vendor to negotiate the unit sales prices with the manufacturer or wholesale distributor. If County feels the negotiated item price is still excessive, County reserves the right to remove the item from the commissary menu. If an item is removed from the commissary menu, Vendor shall ensure all poster-sized commissary menus posted in each dorm/pod area are updated, reprinted and posted and at no cost to County.
- 4.8.6 Price changes shall be rounded to the nearest cent using standard accounting rounding practices.
- 4.9 **Ordering**
- 4.9.1 The current commissary schedule for inmates is listed in **Appendix A – Facility Specifications**.
- 4.9.1.1 County reserves the right to adjust the frequency in which the inmates can order commissary weekly. In addition, County reserves the right to adjust the days in which the commissary orders are placed and delivered to Facility.
- 4.10 **Order Picking**
- 4.10.1 Upon the completion of each commissary order, Vendor's proposed commissary system shall, in real time, reserve the items from its inventory and create an order ticket which shall be used to assemble each order. County must be notified when commissary items are out of stock and if a substitution is needed prior to fulfilling the commissary order.
- 4.10.2 Once all of items for an order have been assembled, each item must be scanned through a bar code reader. Vendor's commissary system must compare the items listed on the order ticket with the items scanned through the bar code reader and create an error notification for missing or incorrect items. Upon receipt of an error notification, the awarded Vendor shall make the corrections, reassemble the order, and recheck the scanned items against the order ticket.
- 4.10.2.1 Vendor shall incur a fine of \$20.00 for each order delivered to an inmate containing incorrect items and/or are incomplete.
- 4.10.3 Each complete commissary order must be packaged and delivered in a clear plastic heat sealed bag with a unique non-removable tape which includes a copy of the inmate receipt. The type of bag and sealing system utilized will be subject to County's review and approval. No metal may be used in the sealing process. Bag sizing, thickness, sealing and other physical characteristics shall be correctional-grade. No unsealed or broken bag will be delivered without Facility inspection and approval.
- 4.10.4 Upon completion of the inmate's order, Vendor's proposed commissary system must generate a two-part printed receipt that will list:
- 4.10.4.1 Inmate's Name;
 - 4.10.4.2 Inmate's Identification Number;
 - 4.10.4.3 Facility Name;
 - 4.10.4.4 Housing Unit, Cell, and Bed;
 - 4.10.4.5 Order Number;

- 4.10.4.6 Date Ordered;
 - 4.10.4.7 Starting Trust Account Balance;
 - 4.10.4.8 Listing of the Quantity and Item on the Order (inclusive of debit);
 - 4.10.4.9 Status of Each Item Ordered (e.g. “Delivered”, “Insufficient Funds”, “Restricted Use”, etc.); Rejected Items and Reason Rejected etc.;
 - 4.10.4.10 Unit Cost and Taxes Applied;
 - 4.10.4.11 Total Amount of the Delivered Items; and
 - 4.10.4.12 Ending Trust Account Balance.
- 4.10.5 Vendor’s staff must identify/validate each inmate receiving commissary by comparing the inmate’s ID and name listed on the inmate armband against the order information. Any discrepancies in identification must be brought to the attention of the Facility’s staff.
- 4.10.6 Each inmate’s commissary order will be opened by the inmate upon receipt and the items counted and reconciled against the items shown on the printed receipt. Upon receiving the commissary order, each inmate will be required to examine the items in the commissary order for damage. If an item is damaged or missing, Vendor’s staff will either issue a credit for the damaged or missing item or offer an equivalent item from the commissary menu. In the event of a commissary order is missing an item, Vendor may incur the fine detailed in **4.10.2.1**.
- 4.10.7 Inmates must sign the receipt once the items in the commissary order has been counted and reconciled. One copy of the receipt will be given to the inmate, and one copy will be retained by Vendor’s staff. If, after completing delivery to all inmates on the unit, Vendor has additional order(s), Vendor’s staff must determine if the inmate(s) are no longer in the housing unit due to discharge, transfer, or non-availability.
- 4.10.8 Before leaving the Facility, delivery staff must cross-check the number of commissary orders for each housing unit against the batch sheet completed the prior business day. Missing bags must be immediately identified and filled. Delivery staff shall be able to leave the Facility only after all required commissary bags have been completed. Bags must come directly from Vendor’s off-site storage location to the Facility.
- 4.10.9 Commissary may not be delivered to anyone else including Facility staff.
- 4.10.10 Vendor staff shall be prohibited from bringing cell phones, medication and other prohibited personal items into the Facility. Medical exceptions may be granted upon County’s discretion.

4.11 Delivery and Distribution

- 4.11.1 Vendor shall be responsible for making all deliveries of commissary items directly to each inmate.
- 4.11.2 All costs associated with the delivery and distribution of commissary orders is the responsibility of the Vendor. Truck deliveries will be accepted from 7:00 a.m. to 3:00 p.m., Monday through Friday via the onsite loading dock. No deliveries will be accepted on Saturdays or Sundays.
- 4.11.3 Vendor shall ensure the vehicle used to deliver commissary items does not exceed 50 feet in length.
- 4.11.4 County may inspect deliveries with respect to quality, composition or any other matter determined relevant by County.
- 4.11.5 All commissary orders shall be received on Tuesdays and delivered on Thursdays of the same week the orders placed. Vendor shall distribute the inmate orders to the cell blocks/housing units as designated County.
- 4.11.6 Vendor must deliver commissary on all scheduled delivery days except Thanksgiving Day, Christmas Day, New Year’s Day, Memorial Day, July 4th and Labor Day. Should these holidays fall on regularly scheduled delivery days, deliveries shall be rescheduled for the following business day, with the delivery schedule for the remainder of the week postponed one day. Evening delivery schedules may be required when necessary.
- 4.11.7 Any clothing or linens ordered by family members or friends using Vendor’s commissary system are to be delivered following the same commissary schedule as outlined in **Section 4.3 – General Requirements**.

4.12 Vendor Staffing

- 4.12.1 In its response to this RFP, Vendor shall provide the name and contact telephone phone number for the Account Executive who will act as a single point of contact for all commissary service-related activities, inquiries, requests and issues.
- 4.12.2 Any Vendor employee assigned to perform any duties at the Facility shall consent to annual health examinations at Vendor's sole expense, including testing for Tuberculosis, and shall also agree to submit satisfactory evidence of compliance with all health regulations and standards to County upon request. All Vendor employees must undergo a pre-employment physical examination, at Vendor's sole expense, and shall be approved by County prior to working at the Facility.
- 4.12.3 Vendor shall be responsible for providing uniforms (that clearly display Vendor's name) and a Vendor-issued photo identification badge for its employees. Vendor's staff must maintain a neat and professional appearance. Vendor's uniform must consist of slacks. Shorts, dresses, or skirts will not be permitted.
- 4.12.4 Vendor shall work with County to utilize off-duty County staff to deliver the commissary orders. Off duty staff shall be paid by Vendor at the same rate as Vendor employees for delivery purposes.
- 4.12.5 All Vendor employees who are to provide the services listed in this RFP must undergo a security clearance, probation check and criminal history background-clearance by County and shall provide satisfactory personal references prior to beginning work at Facility. All Vendor employees must comply with County's written policies, procedures, rules and regulations relating to Facility security and operations, to include, but not be limited to, attending an annual refresher course that shall be provided by County. County reserves the right to deny entry to any person into Facility.
- 4.12.6 Fraternalization between Vendor employees and the inmates is strictly prohibited.
- 4.12.7 County reserves the right to require Vendor's employees be removed and/or replaced for any reason at its sole discretion.
- 4.12.7.1 Vendor shall ensure any vacant staff positions are filled within 2-weeks of vacancy. Should Vendor be unable to fill any position after 2-weeks, Vendor shall incur a fine of \$50.00 per day for every day the position remains vacant.
- 4.12.8 Vendor shall provide its drug treatment testing and disciplinary policy in its response to this RFP.
- 4.12.9 Vendor shall be responsible for ensuring all staff operating vehicles obtain the requisite driver's licenses for the class of vehicle being operated.
- 4.12.10 Vendor is responsible for all costs associated with managing its staff and the operational aspects of the proposed commissary services at the Facility.
- 4.12.11 Under County policies, should an inmate reserve the right to refuse delivery of an entire commissary order, the inmate may be charged a reasonable restocking fee based on the order size with a stated minimum, except in the case where the order is incomplete or damaged. Vendor shall indicate its restocking fee in **Appendix B – Commission and Fees**.
- 4.12.12 Vendor may not restock or reissue damaged items. If rejected for reasons other than damage, Vendor will issue a credit slip and return the items to the Vendor's off-site location to be restocked.

4.13 Inmate Releases

- 4.13.1 If an inmate is released between the time the commissary order is placed and the time of delivery, Vendor's staff must verify the release in the OMS, create a commissary credit, apply the credit to the inmate's trust account within 48 hours, and return the commissary order to Vendor's location to be restocked.

4.14 Inmate Non-Availability

- 4.14.1 If an inmate is temporarily unavailable to receive his/her commissary order, County will hold the inmate's order until the inmate is available to receive and examine the order. Should the inmate be released, Vendor's staff must issue a

credit slip, apply the credit to the inmate's trust account within 48 hours and return the order to be restocked. If applicable, no restocking fee shall be applied.

4.15 Resident/Inmate Banking and Software

4.15.1 County is interested in utilizing Vendor's inmate banking software. Vendor shall state if its inmate banking and software includes the following. Vendor shall provide screen-shots in it response to this RFP of the below features:

- 4.15.1.1 General ledger with automatic dual accounting posting;
- 4.15.1.2 General ledger reporting for all accounts;
- 4.15.1.3 Date-specific reports for all accounts;
- 4.15.1.4 Trial balance (to be run at any time);
- 4.15.1.5 Fiscal year maintenance with End of Month (EOM) reporting;
- 4.15.1.6 Checkbook reconciliation (with multiple checkbooks);
- 4.15.1.7 Inmate receivables module (including reports);
- 4.15.1.8 Automatic check writing;
- 4.15.1.9 Accounts receivable module with receivable invoicing;
- 4.15.1.10 Multiple releases (group of inmates on same check and applicable report);
- 4.15.1.11 Release invoice (window envelope);
- 4.15.1.12 Indigent module (up to 4 types of kits per inmate with configurable settings);
- 4.15.1.13 Collection of debt (by priority);
- 4.15.1.14 Constant balance with general ledger;
- 4.15.1.15 Reporting for current balance and historical balancing (user-defined criteria);
- 4.15.1.16 Reporting on all commissary purchases (orders placed, orders rejected, available products, etc.);
- 4.15.1.17 Reporting on inmate accounts (inclusive of those with administrative or otherwise specified restrictions);
- 4.15.1.18 Account summaries (per inmate or Facility);
- 4.15.1.19 Transaction history;
- 4.15.1.20 Automatic escheating/reclamation of checks;
- 4.15.1.21 Account closing (facility defined balance);
- 4.15.1.22 Inactive maintenance (reporting and reclamation of funds);
- 4.15.1.23 Inmate intake and release logs and reporting;
- 4.15.1.24 Multiple profit accounts;
- 4.15.1.25 Facility & user log reports;
- 4.15.1.26 Automated group charges (customized criteria);
- 4.15.1.27 Classification of inmates;
- 4.15.1.28 Utilization of PINs and reports (designated by Facility);
- 4.15.1.29 Utilization of an Inmate ID, booking number and reports (designated by Facility);
- 4.15.1.30 Stored signatures;
- 4.15.1.31 Transfer of funds (based on user's access level);
- 4.15.1.32 Deductions for automatic collections;
- 4.15.1.33 Inclusion of address and contact information (for post-release); and
- 4.15.1.34 Category reporting.

4.16 Interface Requirements

4.16.1 The Vendor's commissary services shall interface with County's OMS and inmate telephone system. The current OMS provider is DSI/III. The OMS contact is Tom Gibney and his contact number is (814) 515-1760. It is the Vendor's responsibility to contact the OMS provider, establish a working business relationship and identify the requirements necessary to interface with the OMS to ensure Vendor will be able to meet the requirements in this RFP.

- 4.16.2 Inmate commissary ordering shall be completed through the inmate telephone system. The current inmate telephone provider is Global Tel*Link (GTL). The ITS contact is Tom Gibney and his contact number is (814) 515-1760. It is the Vendor's responsibility to contact the inmate telephone provider, establish a working business relationship and identify the requirements necessary to interface with the inmate telephone system to ensure Vendor will be able to meet the requirements in this RFP. Should the ITS provider be replaced during the term of the Agreement, Vendor shall establish the necessary interface for inmate commissary ordering via ITS at no cost to County. Vendors shall:
- 4.16.2.1 Provide a documented track record of electronic data seamless integration with OMS and inmate telephone system. Emphasis shall be placed on PA County Correctional Facilities using DSI/ITT's OMS and GTL's inmate telephone system.
 - 4.16.2.2 Provide a detailed strategy for implementing a commissary ordering system through the use of inmate telephones allowing for seamless integration with DSI/ITT's OMS and GTL's ITS. Transactions must be processed real time.
 - 4.16.2.3 Obtain the necessary software and software licensing to integrate with DSI/ITT's OMS and GTL's inmate telephone system.
- 4.16.3 Upon the scanning of each order entry, Vendor's proposed system must compare the amount of the order against the amount of funds available in the inmate's trust account.
- 4.16.3.1 The inmate shall be provided the trust account balance prior to and after placing a commissary order.
- 4.16.4 If the inmate has sufficient funds for all the items ordered (up to the ordering restriction limit) the entire order shall be filled.
- 4.16.5 The Vendor's commissary system must:
- 4.16.5.1 Track items ordered by each inmate;
 - 4.16.5.2 Track items for which funds are available for purchase;
 - 4.16.5.3 Track items which have been restricted from an inmate's use due to quantity, category, or dollar restrictions;
 - 4.16.5.4 Enter in each line item on the order; and
 - 4.16.5.5 Complete the order with receipt.
- #### 4.17 Direct Deposit Software
- 4.17.1 All deposit methods shall be integrated with the Vendor's software and OMS so that the deposits are electronically transferred to the inmate's trust account.
- 4.17.2 Vendor shall provide the County a password and username to securely access Vendor's web based application. Remote access must allow the Facility to perform the following functions:
- 4.17.2.1 View and cancel incoming payments;
 - 4.17.2.2 Download payment files;
 - 4.17.2.3 Download monthly reports;
 - 4.17.2.4 Query and pull additional reports; and
 - 4.17.2.5 Investigate and supervise payments.
- 4.17.3 Vendor shall be responsible for all fraudulent deposits and shall guarantee payment to the County/trust account.
- 4.17.4 Vendor shall provide County with a 24/7/365 customer service support center to assist County with any matters involving the commissary environment.
- 4.17.4.1 Vendor shall offer bilingual customer support to Facility and family members and friends.
- #### 4.18 Implementation
- 4.18.1 Vendor shall be responsible for all costs associated with Vendor's commissary system, including but not limited to, purchase of any necessary equipment, labor, installation, wiring, service, maintenance, data network and day-to-day operations.
- 4.18.2 Vendor is responsible for determining all wiring and software requirements and costs associated with the conversion of service from the current commissary provider to Vendor.

- 4.18.3 Vendor will provide at no cost to County training on the proposed system throughout the term of the Agreement.
- 4.18.4 Prior to the execution of the Agreement for the commissary services outlined in this RFP, Vendor shall work with the incumbent commissary service provider to ensure an orderly transition of services and responsibilities and to ensure the continuity of the services required by County. Should Vendor wish to purchase any existing goods and/or materials from the incumbent commissary service provider, it is the responsibility of the Vendor to mutually agree with the incumbent Vendor on the inventory and cost of any such goods. Vendor shall be held responsible for providing all commissary service requirements in this RFP whether Vendor chooses to provide the initial supply of the said goods and/or materials or if Vendor wishes to work with the incumbent Vendor on the purchase of any existing goods and/or materials.
- 4.18.5 Vendor will provide and install the proposed system at no cost to County, and provide all documentation for the system within 60 days of the date the Agreement is executed.
- 4.18.6 Vendor shall submit an implementation plan in its response to this RFP. This implementation plan shall become part of the Agreement and must be followed.

4.19 Record Keeping

- 4.19.1 Vendor shall maintain all records on file from the date the record is made through the life of the Agreement. Upon written notice, Vendor shall provide County the opportunity to inspect, examine and audit Vendor's business records which are relevant to the financial arrangements set forth in this RFP.
- 4.19.2 County requires Vendor to maintain accurate, complete and reconcilable records, in electronic format, detailing the Gross Sales and Net Sales from which commissions can be determined. The records shall include all sales, transactions, taxes, credits, Vendor's mark-up, indigent kits, admission kits, delivery activities, credits, debit sales and associated invoices and commissioning reports during the term of the Agreement. Further, Vendor shall:
 - 4.19.2.1 Make records available to the County for inspection, examination and auditing; and
 - 4.19.2.2 Provide to the Facility monthly reports on the Gross and Net Sales and line item amounts.
- 4.19.3 County reserves the right to delegate such examination and/or reconciliation of records to its Designated Agent or another third party of the County's sole choice.
- 4.19.4 Inmate Complaints and Resolution – On a bimonthly basis, Vendor shall prepare and submit reports to County, detailing each inmate who has filed a complaint with Vendor, the nature of the complaint, and the resolution of the complaint.
- 4.19.5 Inmate Delivery Refusal Report – On a weekly basis, Vendor shall prepare and submit a report to County detailing each inmate who has refused the delivery of items ordered through the commissary system, along with the reason of refusal if provided.

4.20 Liquidated Damages

- 4.20.1 County will assess liquidated damages where the performance of Vendor is not compliant with the standards contained within this RFP.
- 4.20.2 County will impose liquidated damages as detailed below:

• Failure to complete credits within 48 hours of delivery	\$50 per inmate/day
• Delivery schedule changes or delays without County notification	\$100 per day
• Item substitution without County approval	\$100 per instance
• 100% fill requirement per individual order	\$50 per partial order
• Change in item pricing without County approval	\$100 per instance
• Additional unapproved fees charged to inmates or family/friends	\$100 per instance
• Implementation timeline not executed as per the requirements of this RFP	\$500 per day
- 4.20.3 The amount of the assessed liquidated damages shall be payable within 30 days of receipt of invoice.
- 4.20.4 If during the term of the Agreement, County determines that Vendor does not have sufficient staffing to meet the requirements of the commissary operation, either because of inadequate staffing levels or inappropriately trained staff,

County will notify Vendor in writing. Vendor must provide a plan of correction acceptable to County within 10 days of the receipt of such notification. The decision of County will be final. Vendor may incur a fine as described above in **Section 4.12.7** and/or County may consider the Vendor in default of the Agreement for failure to provide the required number and type of staff.

4.21 Training

- 4.21.1 Vendor shall provide onsite training to County staff as directed by County. Additional training shall be provided during the term of the Agreement at no cost to County. Training manuals/materials shall be provided during the initial installation and at the request of County and shall become property of County.
- 4.21.2 At a minimum, the training program must include instruction in procedures and practices necessary to coordinate delivery schedules, verify inmate identification, review contents of delivered commissary items and remediate deficiencies, identify inmates who have been discharged or transferred or are not available at the designated delivery time, create credit entries and batch reconciliation forms, policy training and addressing inmate complaints.

4.22 Security

- 4.22.1 Vendor agrees to exercise security measures consistent with County and Facility rules and policies.
- 4.22.2 While on County premises, Vendor's staff must comply with all policies, procedures, rules, and regulations, directives, and bulletins of the Facility. Vendor's staff and all private vehicles, when located on the grounds of the Facility, will be subject to search consistent with the published policies and procedures.
- 4.22.3 Vendor's staff will be required to use designated exits and entries into the Facility, sign in and out, and display identification badges as deemed necessary by County while on premises.
- 4.22.4 Vendor's employees may not bring visitors into the Facility. Attempts to do so are grounds for dismissal of the employee.
- 4.22.5 Vendor's employees must not have any social contact with inmates or inmate's families.
- 4.22.6 All employees, agents, and representatives of Vendor, while working at Facility, shall carry or display acceptable identification.
- 4.22.7 Drivers must turn off vehicle motors and lock cab doors whenever the vehicle is unattended. Vehicles shall be searched prior to entry and exit, causing up to a 30-minute delay each way.
- 4.22.8 Vendor's employees, agents, and representatives shall minimize interaction with inmates and shall report any verbal contact with inmates to Facility security staff before leaving the site.
- 4.22.9 All persons, vehicles, packages and equipment entering Facility are subject to search. Persons are typically pat searched and required to clear metal detection devices. Packages, briefcases, purses, and other containers will be searched and/or scanned x-ray equipment. Drug K-9's may also be used to search persons, vehicles, packages, and equipment.
- 4.22.10 Vendor's employees, agents, and representatives shall not have any weapons (including jack knives or box cutters), cell phones, pagers, drugs, tobacco products or any item deemed by County to be potential contraband. Facility security staff can hold these items at the delivery sally-port and return them as the staff exits the grounds. Any illegal items shall not be returned and shall be reported to local law enforcement.
- 4.22.11 Vendor's employees, agents, and representatives who enter the secure Facility shall have prior approval to enter from Facility security staff, involving a background check to ensure that they are not convicted felons. Vendor shall submit background check requests a minimum of two weeks prior to arriving at the Facility. At County's discretion, Vendor shall comply with any requests to reassign a Vendor employee, agent, or representative, whether or not the individual has passed the background check, if it is determined by Facility that there is a security concern.
- 4.22.12 The use of tobacco products is prohibited throughout all indoor and outdoor areas of property owned, leased, loaned or under the control of County, including parking lots owned or under the control of County.

APPENDIX A – FACILITY SPECIFICATIONS

FACILITY SPECIFICATIONS

Lackawanna County Prison

1371 N Washington Ave.

Scranton, PA 18509

ADP:	934
Number of Beds:	1,200
Average Monthly Inmate Admissions:	409
Average Number of Yearly Inmate Admissions:	4,904 (Approximately 5,000)
Average Number of Female Monthly Inmate Admissions:	15%
Average Percentage of Indigent Inmates:	20%
Average Percentage of Kosher Inmates:	2%
Commissary Schedule, Order Process Days:	Tuesday 12:01AM – Monday 11:59PM
Commissary Schedule, Delivery Day:	Thursday Evenings
Ordering Platform:	Inmate Telephone System Only
Average Monthly Net Sales (9/2016-12/2016):	\$85,055.29

December 2016 Top 20 Selling Commissary Items
Spicy Chicken Soup
Chili
Razor
Sugar Substitute
Beef Soup
Honey Bun
Chicken Soup
Nutty Buddy Bar
Cappuccino
Mayonnaise Packet
Brown Sugar Oatmeal
Jalapeno Cheese Nuggets
Creamer
AAA Battery
Cherry Danish
Nacho Chips
Freeze Dried Coffee
Beef & Cheese Stick
Hot Buffalo Wing Chips
Jalapeno Pretzel Pieces