

**JEFFERSON COUNTY PURCHASING DEPARTMENT  
HISTORIC COURT HOUSE, 195 ARSENAL STREET  
WATERTOWN, NEW YORK 13601-2565  
PH: (315) 785-3077  
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Email: [Purchasing@co.jefferson.ny.us](mailto:Purchasing@co.jefferson.ny.us)**

Date of Notice: December 6, 2022

Notice to Proposers

Sealed Proposals will be received by the Office of the County Purchasing Department, Jefferson County, 195 Arsenal Street, Watertown, New York 13601 until **WEDNESDAY, DECEMBER 21, 2022, AT 3:00 PM EST.**, for the following:

**RFP #22-50 COMMISSARY SERVICES AND RESIDENT BANKING SERVICES**

Proposals may not be submitted via fax or email, and Proposals received after this deadline will not be eligible for consideration.

Copies of this Proposal may be examined and copies obtained at the County Purchasing Department.

Completed proposals will be reviewed and evaluated by the County in anticipation of the awarding of a contract.

Jefferson County reserves the right to reject and or waive any and all proposals and to waive any irregularities in procedure.

Any questions regarding this Request for Proposal should be submitted in writing (mail, fax or email) to the Jefferson County Purchasing Department.

A site visit has been scheduled for **TUESDAY, DECEMBER 13, 2022, AT 11:00 AM EST.**, meeting at the front desk lobby of the Jefferson County Public Safety Building, 753 Waterman Drive, Watertown, NY 13601. Please contact the Jefferson County Purchasing Department at 315-785-3077 or email at [Purchasing@co.jefferson.ny.us](mailto:Purchasing@co.jefferson.ny.us) to confirm your attendance.

## **INSTRUCTIONS TO PROPOSERS**

### **A. DOCUMENTS**

A complete set of documents shall be used to prepare a response to this request. The County does not assume responsibility for errors or misinterpretations resulting from the use of incomplete sets of the documents which make up this request. A complete set of documents may be examined or obtained from the Jefferson County Purchasing Department. Please submit three (3) copies one (1) original unbound two (2) copies.

### **B. GENERAL INFORMATION**

An RFP defines the situation for which the services are required, how they are expected to be used and/or problems that they are expected to address. Proposers are invited to submit solutions which will result in the satisfaction of the County's objectives in a cost-effective manner. The proposed solutions are evaluated against a predetermined set of criteria of which price may, but may not always be the primary consideration.

The County has endeavored to incorporate within these specifications all the elements which it reasonably anticipates will be required to accomplish the intended objectives set forth in this Request for Proposal. In submitting a proposal, the Proposer is agreeing to provide services consistent with these specifications. Anything not specifically noted but deemed necessary for the operation of the proposal solution should be included in all proposals. If a Proposer identifies an additional element which in its judgement would be essential to accomplish the intended objectives of this RFP, the Proposer should explain in detail why the County should consider including this element within the Request for Proposals. Conversely, if a Proposer identifies a task in the RFP which could be modified or deleted without impacting the objectives of the RFP, the Proposer should provide an explanation as to why the task should be deleted or modified. The County reserves the right to accept or reject the addition, deletion or modification of an element of these specifications.

Formal requests for clarification or questions regarding this Request for Proposal should be submitted via email to the Jefferson County Purchasing Department, 195 Arsenal Street, Watertown, New York 13601, at [Purchasing@co.jefferson.ny.us](mailto:Purchasing@co.jefferson.ny.us). Any information given to a Proposer in response to a formal request will be furnished to all Proposers as an amendment to this solicitation if such information is deemed necessary for the preparation of uniform proposals. Only such amendments when issued by the County Purchasing Department will be considered as being binding on the County. Verbal explanations or instructions given by a County employee, consultant, etc, to a Proposer regarding this solicitation shall not be binding on the County, and shall be considered informal unless confirmed in writing by the Purchasing Department. The County will issue no response to any request for clarification received later than seven (7) days prior to the proposal due date.

PLEASE NOTE THAT THE COUNTY WILL NOT PROVIDE VERBAL RESULTS OF ANY RFP. REQUESTS FOR COPIES OF THE FINAL AWARD OR RELATED DOCUMENTS MUST BE SUBMITTED IN WRITING (EMAIL IS ACCEPTABLE) TO THE JEFFERSON COUNTY PURCHASING DEPARTMENT. RESPONSES WILL BE PROVIDED AS SOON AS POSSIBLE.

While it is the County's express intention to issue a fair and competitive document, the County reserves the right to waive specific requirements of this solicitation when such waiver is deemed to be in the County's best interest. This Request for Proposal does not commit the County of Jefferson to award a contract or pay any costs incurred by a Proposer in the preparation of a proposal. Any Proposer who submits a proposal in response to this solicitation does so at their own expense including attendance at subsequent meetings to discuss their proposal.

### **C. EVALUATION – AWARD**

All proposals received in response to this RFP will be evaluated to determine if they are complete and meet the requirements specified in this RFP. After determining that a proposal satisfies the requirements stated in the RFP, a comparative assessment of the relative benefits and deficiencies of the proposal in relationship to the published evaluation criteria will be made using subjective judgement. The award of a contract shall be based on the lowest and best proposal received in accordance with the evaluation criteria described below, and

whose offer is judged to be the most advantageous to the County. If needed, additional information, and/or interviews may be requested.

Proposal will be evaluated based on the following criteria:

- Technical Response – Demonstration of a clear understanding of the project and the approach and completeness of meeting the requirements.
- Proposer Experience – Proposer’s qualifications, experience, ability, and track record on providing similar services.
- Project Management and Support - Project management methodologies, quality assurance, and support.
- Ability to deliver high quality services consistent with the project requirements at a reasonable cost
- The Proposer’s Fee

The County of Jefferson reserves the right to accept or reject any or all proposals, (in whole or in part), received to waive any technical defect, qualification, omission, informality, or irregularity, to negotiate with all qualified Proposers, or to cancel in part or in its entirety this Request for Proposal if it is deemed in the best interests of the County to do so.

The County of Jefferson may award a contract based upon the proposals received without discussion of such proposals with Proposers. Each proposal should therefore be submitted with the most favorable terms the Proposer can make to the County.

#### D. QUALIFICATIONS

Each Proposer must be prepared to present satisfactory proof of his capacity and ability to successfully complete the requirements of this solicitation.

The County reserves the right to make whatever investigations or inquiries necessary to determine the competency and ability of any Proposer to complete the requirements of this solicitation. A review may include but not be limited to inspection of the Proposer’s facilities and equipment, references or previous contract performance with the County or others.

#### E. DISQUALIFICATION

The County reserves the right to reject any proposal for any of the following reasons:

- Failure to satisfy the requirements of this RFP.
- Failure to settle outstanding bills for labor or materials related to previous contracts with the County.
- The Proposer defaulted under previous contracts with the County.
- If it is determined that the Proposer is already obligated for the performance of other work which would delay the commencement, prosecution, or completion of the services required.
- Lack of sufficient personnel, assets, or financial resources necessary to provide the services successfully as revealed by either financial statements or experience.
- Evidence of Collusion among Proposers.
- The Proposer cannot satisfy the County as to ability to perform.

#### F. NO MISUNDERSTANDING

Prior to submission of a proposal, it is the responsibility of each Proposer to become familiar with the requirements of this RFP. No Proposer may plead misunderstanding or deception because of the misinterpretation of estimates, scope of work, or other issues related to this request.

## G. FORM OF CONTRACT

The County intends to issue its own contract or a formal Purchase Order(s) to initiate and authorize the services included in this RFP. The final contract will involve, at a minimum, the terms and conditions set forth in this Request for Proposal including the general conditions, and may include those reflected in the specific proposal submitted. The content shall be the exclusive source of the Proposer's rights and remedies and shall supersede any and all prior writings, negotiations or agreements of any kind.

The Terms and Conditions that govern all Purchase Orders issued by Jefferson County are available on the Purchasing Department link of the County's Website at [www.co.jefferson.ny.us](http://www.co.jefferson.ny.us).

## H. CANCELLATIONS

The County of Jefferson retains the right to cancel the contract resulting from this RFP without cause provided the Contractor is given at least thirty (30) days notice of intent to cancel. This provision should not be understood as waiving the County's right to terminate the contract for cause or stop work immediately for unsatisfactory work, but is supplementary to that provision. The County shall have the right to postpone, suspend, abandon, or terminate the contract and such action shall be in no event deemed as breach of contract. In the event of any termination, postponement, delay, suspension, or abandonment, the Contractor shall deliver to the County all data, reports, plans, or other documentation related to the performance of the contract, including, but not limited to guarantees, warranties, plans, and shop drawings. In any of these events, the County shall make settlement with the Contractor upon an equitable basis as determined by the County and shall fix the value of the work which was performed by the Contractor prior to postponement, suspension, abandonment, or termination of the contract. This clause does not apply if the contract contains other provisions applicable to the postponement, suspension, or termination.

In the event that the County chooses to discontinue this contract by either termination or not extending the contract, the Proposer will remove all its equipment from the facilities without charge. The removal of equipment and disconnecting of service process will occur during the implementation of the new system with minimal interruption of services to this facility. It will be necessary that the incumbent vendor cooperate with the new vendor during the implementation of the new system.

## I. CONTRACT TERM

The initial contract term shall be for a period of **three (3) years** effective upon date of award. If mutually agreed between the County and the Vendor, the contract may be renewed under the same terms and conditions for an additional **two (2) years** not to exceed a total contract term of **five (5) years**. Notice of intent to renew will be provided to the contractor generally within ninety (90) days prior to the expiration date of the current contract. This notice shall not be deemed to commit the County to renew the contract for the renewal period until such time as the County takes official action (generally by issuing a formal Purchase Order) to commit to such renewal. The County may issue new bids for a replacement contract at any time during the term of the initial contract if deemed necessary by the County to do so.

## J. SITE VISIT

All Contractors must attend the site visit at the same time. Contractors should attend a site visit to become familiar with any local conditions that may in any manner affect the work to be done, as well as equipment, materials, labor, or services required. Contractors are required to carefully examine the specifications and to familiarize themselves thoroughly with regards to any and all conditions and requirements of the installation. During the site visit, Contractors may specify if there are any necessary modifications or additions to the site, which are required. No allowances will be made because of lack of knowledge of these conditions. Please contact the Jefferson County Purchasing Department at 315-785-3077 or email at [Purchasing@co.jefferson.ny.us](mailto:Purchasing@co.jefferson.ny.us) to confirm your attendance at the site visit. The site visit will be held on **TUESDAY, DECEMBER 13, 2022, AT 11:00 AM EST.**

K. CONTRACT PRICE ADJUSTMENTS

All prices submitted must remain firm for a period of **one (1) year** from the date of award after which subsequent price adjustments will be considered by the County.

All requests for price adjustments must be submitted to the County in writing a minimum of thirty (30) days prior to the date of the requested adjustment. The change in price structure must be based on fluctuations in the latest published Consumer Price Index (CPI) for all urban consumers as published by the U.S. Department of Labor, Bureau of Labor Statistics which is available at <https://stats.bls.gov> OR on official notification from the manufacturer to the vendor.

If, following the initial one (1) year term of the contract the awarded vendor is unable to meet contractual requirements in whole or in part based on the price structure of the contract, they shall immediately notify the County in writing. The County may, but is not required to consider an adjustment to the contract terms and/or price structure.

Should the County in its sole discretion determine during the contract term that the contract price structure results in prices which are unreasonable, excessive, or not truly reflective of current market conditions, and no adjustment to the contract terms and/or pricing is mutually agreeable, the County may terminate the contract through written notice to the vendor, purchase from an alternate source, or rebid the contract.

## GENERAL CONDITIONS

In submitting a proposal, a Proposer agrees to be bound by the requirements set forth in the following general conditions. Whenever reference is made to the term "contractor" this shall include the party with whom the County has entered into an agreement, as well as any subcontractors whom the Proposer has engaged to complete portions of this Contract.

- A. The Proposer certifies that the price proposal has been identified independently, without collusion, consultation, communication or agreement for the purposes of restricting competition or any matter relating to such prices with any other Proposer or Competitor.
- B. No employee of Jefferson County has any direct or indirect interest in the award of a contract for the services set forth in this Request for Proposal. The Proposer warrants to the best of his knowledge and belief there are no relevant facts or circumstances which could give rise to an organizational conflict of interest as herein defined, or that the Proposer has disclosed all such relevant information to the County. An organizational conflict of interest exists when the nature of the work to be performed under a contract may, without some restriction of future activities, either result in an unfair competitive advantage to the Proposer or impair a Proposer's objectivity in performing the work for the County. The Proposer agrees that if any actual or potential organizational conflict of interest is discovered after the award, the Proposer will make a full disclosure in writing to the County. This disclosure shall include a description of actions which the Proposer has taken or proposes to take after consultation with the County to avoid, litigate, or minimize the actual or potential conflict. The County may terminate the contract in whole or in part if it deems such termination necessary to avoid an organizational conflict of interest. If the Proposer was aware or discovered an actual or potential conflict after award and did not disclose or misrepresented relevant information to the County, the County may terminate the contract or pursue such other remedies as may be permitted by the law or the contract.

The County may terminate any agreement if it is determined that gratuities in the form of entertainment, gifts, or otherwise were offered or given by a Proposer or representative to any County official or employee. The County may also terminate any contract if it is determined that the successful Contractor engaged in any other illegal or improper scheme that may imply favoritism or unfairness incidental to the solicitation process or the performance of the agreement. In the event that it is determined that said improper or illegal acts occurred, the County shall be entitled to terminate the agreement and/or exercise any other remedy available to it under existing law.

- C. It is agreed that the successful Contractor will be responsible for any loss, personal injury, death, or other damage that may be done or suffered by reason of the Contractor's negligence, or failure to perform any of the obligations defined by this RFP, and the Contractor hereby agrees to defend, indemnify and save the County harmless for any loss, cost, damages and other expenses suffered by the County by reason of the Contractor's negligence or failure to perform any of the set obligations. The Contractor agrees to defend the County in any action or suit brought against the County arising out of the Contractor's negligence, errors, acts or omissions. The negligence of any agent, servant or employee of the Contractor is deemed to be negligence of the Contractor within the meaning of this paragraph.
- D. Proposers may utilize subcontractors to complete the project provided that the Proposer is required to provide any information concerning such subcontractors requested by the County. In the event that a contract is awarded to a Proposer choosing to utilize a subcontractor, the successful Proposer will be responsible for ensuring that the subcontractors meet the requirements of this Request for Proposal and the contract between the County and the successful Proposer.
- E. It is understood that the successful Proposer is an independent Contractor and shall not be considered an agent of the County, nor shall any of the Proposer's agents or employees be considered subagents for the County.

- F. The successful Proposer shall without additional expense to the County be responsible for complying with any and all applicable laws, codes, and regulations in connection with the goods and services identified in this proposal. The County fully complies with the regulatory requirements, spirit, and intent of Affirmative Action and Equal Opportunity Employment. The successful Proposer agrees to comply with the non-discrimination and employment practices as required by applicable State and Federal laws and regulations regarding employment discrimination. The Proposer assures the County that in accordance with applicable law: it does not and agrees that it will not discriminate in any manner on the basis of age, color, creed, national origin, race, religious beliefs, sexual preference or handicap. The Laws of New York State shall apply in construing any and all provisions of the RFP and resulting agreement.
- G. Pursuant to the provisions of Section 109 of the General Municipal Law, no Proposer to whom a contract is awarded shall assign, transfer, convey, subcontract, or otherwise dispose of all or part of such contract, or of his right, title, and interest herein, including the performance of the contract or the right to receive monies due, or to become due; or of his power to execute the contract without the prior written consent of the Jefferson County Purchasing Department. In the event the Proposer shall, without prior written consent, assign, transfer, convey, subcontract or otherwise dispose of the contract, or of his right, title, and interest herein, including the performance of the contract, or the right to receive monies due, or to become due, or his power to execute such contract, to any other person or corporations or upon receipt by Jefferson County of an attachment against the Proposer, the County of Jefferson shall be relieved and discharged from any and all liability and obligation growing out of such contract to such Proposer and the person or corporation to which such contract shall have been assigned, his assignees, transferees, or sublessee shall forfeit and lose all monies theretofore assigned on this contract, except so much as may be required to pay his employees.
- H. The exclusive means of disposing of any dispute arising as a result of contract award which is not disposed of by agreement, shall be decided in a New York State Court of competent jurisdiction located within Jefferson County. There shall be no right to binding arbitration. Pending final resolution of the dispute, the successful Proposer must proceed diligently with contract performance. The Proposer waives any dispute or claim not made in writing and received by the County within thirty (30) days of the occurrence giving rise to the dispute or claim. The claim must be in writing for a sum certain, and any money requested must be fully supported by all documentation acceptable to the County.

The performance of work under the contract may be terminated by the County in whole or in part, effective upon receipt of notice whenever the successful Proposer defaults in performance of the contract, or fails to make progress in prosecution of the contract work, or endangers such performance and fails to secure such default within a ten (10) day period after receipt of notification from the County specifying the default.

- I. Insurance Requirements: In order to be considered for selection to provide the services requested by this solicitation, the company submitting a proposal must agree to not limit professional, general, or other liability to an amount less than the limits of the required insurance coverage stipulated in this document.

CONTRACTOR shall maintain or cause to be maintained, in full force and effect during the term of this Agreement, at its expense, Workers' Compensation Insurance, Employer's Liability Insurance, Disability Insurance, Commercial General Liability Insurance, Motor Vehicle Liability Insurance and Professional Liability Insurance, and other insurance with stated minimum coverages, all as listed below. Such policies are to be in the broadest form available on usual commercial terms, shall be written by insurers licensed to do business in the State of New York and which have an A.M. Best Rating of A(-) or better as determined in the most recent A.M. Best publication, and who have been fully informed as to the nature of the SERVICES to be performed, and shall cover risks and liability to CONTRACTOR resulting from this Agreement. Commercial General Liability shall include personal injury liability.

**The COUNTY, its officers, employees and agents shall be named as additional insureds on a primary and**

non-contributory basis on CONTRACTOR'S Commercial General Liability policy. In addition, a waiver of subrogation shall apply in favor of the COUNTY, its officers, employees and agents on CONTRACTOR'S Commercial General Liability policy. It is further understood that any obligations imposed upon the insured (including, without limitation, the liability to pay premiums) shall be the sole obligation of CONTRACTOR and not those of the COUNTY.

Notwithstanding anything to the contrary in this Agreement, CONTRACTOR irrevocably waives all claims against the COUNTY for all losses, damages, claims or expenses resulting from risks commercially insurable under this insurance described in this Section. The provision of insurance by CONTRACTOR shall not in any way limit CONTRACTOR's liability under this Agreement.

<u>Type of Coverage</u>	<u>MINIMUM Limits of coverage</u>
Workers' Compensation and NYS Disability	Statutory
Business Automobile Liability (Combined Bodily Injury and Property Damage arising out of the ownership, operation, use, loading or unloading of all owned, leased, hired and non-owned vehicles)	\$1,000,000 Combined Single Limit
Commercial General Liability, (including Broad form contractual Liability, combined bodily injury and property damage)	\$1,000,000 Each Occurrence \$2,000,000 General Aggregate Limit \$2,000,000 Products-Completed Operations \$1,000,000 Advertising/Personal Injury \$5,000 Premises Medical Payment
Professional Liability	\$2,000,000 Aggregate \$1,000,000 Each Claim

Each policy of insurance required herein shall be specifically endorsed to provide that in the event of cancellation, non-renewal, or material change on the part of the insurer, prior written notice shall be provided to COUNTY in accordance with the terms of the CONTRACTOR'S policy. The inclusion of such endorsement shall be confirmed on the certificates of insurance required herein.

At the time of execution of this Agreement, and upon each policy renewal, CONTRACTOR shall submit to COUNTY certificates of insurance evidencing CONTRACTOR's compliance with the requirements of this Section, including certificates of insurance from any approved subcontractors. The CONTRACTOR shall furnish the appropriate ACORD Form Certificate of Insurance to evidence all coverage set forth above except Workers' Compensation and Disability Insurance. **A copy of the additional insured and waiver of subrogation endorsement forms must be submitted with the insurance certificates.**

Workers' Compensation coverage must be evidenced by Form C105.2 or New York State Insurance Fund Form U26.3. Disability Insurance coverage must be evidenced by Form DB120.

#### **REQUIRED EXTENDED REPORTING COVERAGE FOR CLAIMS BASED POLICIES**

In the event that CONTRACTOR'S Professional Liability Policy is a "claims made" policy, and coverage thereunder is cancelled or otherwise not renewed, and such policy is not replaced with another "claims made" Professional Liability Policy which provides continuing, uninterrupted coverage, CONTRACTOR shall be required to purchase extended reporting coverage for a minimum of three (3) years after completion of all work required of CONTRACTOR under this Agreement.

In the event that CONTRACTOR'S Commercial General Liability Policy is a "claims made" policy (and regardless of whether it is part of the coverage provided under CONTRACTOR'S Professional Liability Policy or is a separate policy), and coverage thereunder is cancelled or otherwise not renewed, and such policy is not replaced with another "claims made" Commercial General Liability Policy which provides continuing, uninterrupted coverage,



CONTRACTOR shall be required to purchase extended reporting products-completed operations coverage for a minimum of three (3) years after completion of all work required of CONTRACTOR under this Agreement.

#### **REQUIRED MINIMUM RETROACTIVE DATE FOR CLAIMS BASED POLICIES**

In the event that CONTRACTOR'S Professional Liability Policy is a "claims made" policy, the retroactive date for such policy must be at least one (1) year prior to the commencement date of this Agreement and must be shown on the appropriate ACORD Form Certificate of Insurance furnished to COUNTY.

In the event that CONTRACTOR'S Commercial General Liability Policy is a "claims made" policy (and regardless of whether it is part of the coverage provided under CONTRACTOR'S Professional Liability Policy or is a separate policy), the retroactive date for products-completed operations coverage under such policy must be at least one (1) year prior to the commencement date of this Agreement and must be shown on the appropriate ACORD Form Certificate of Insurance furnished to COUNTY.

- J. **Indemnification.** CONTRACTOR agrees to indemnify, defend and hold harmless COUNTY, and its officers, employees and agents from and against any and all claims, liens, demands, judgments, penalties, fines, liabilities, settlements, damages, costs and expenses of whatever kind or nature (including, without limitation, attorneys' fees and disbursements), known or unknown, contingent or otherwise, whether incurred as a result of a claim by a third party or any other person or entity, arising out of or in any way related to: (a) the work or operations of CONTRACTOR in the performance of this Agreement; or (b) CONTRACTOR'S failure to comply with any of the provisions of this Agreement or of the Law. Insofar as the facts and Law relating to any claim would preclude COUNTY or its officers, employees or agents, from being completely indemnified by CONTRACTOR, COUNTY and its officers, employees and agents, shall be partially indemnified by CONTRACTOR to the fullest extent permitted by Law.

The acts or omissions of any party employed directly or indirectly by CONTRACTOR, shall be deemed to be that of CONTRACTOR for the purposes of the CONTRACTOR's obligations to defend, indemnify and hold harmless under this Section. The fact that a party so employed by CONTRACTOR is alleged to or is proven to have acted outside the scope of employment, agency or contract, shall not relieve CONTRACTOR of any of its duties under this Section.

- K. The County is a duly authorized agent and shall have access to and have copies of the successful Proposer's records, including any books, computer tapes, discs or programs, or material pertaining to work performed under the contract at no cost to the County to determine or verify the compliance with all contractual conditions. The County shall be granted access to such records at all reasonable times during the contract period and for three (3) years thereafter.
- L. By submission of a proposal under this solicitation, the Proposer agrees that the County has sixty (60) days acceptance time in which to award a contract. The County reserves the right to reject as non-responsive any offer that specifies less than sixty (60) days of acceptance time.

A Proposer may withdraw its proposal at any time prior to the submittal deadline by submitting a request to do so in writing to the County Purchasing Department. Any proposal received by the County and not withdrawn becomes an irrevocable offer for a period of sixty (60) days after the submittal date. All signatures on proposals, amendments, and correspondence must be made by persons who are authorized to contractually bind the Proposers.

- M. **FOIL:** Submission of a bid or proposal to Jefferson County shall be deemed consent for the proposal to be publicly identified, and the information contained therein shall be deemed a matter of public record unless such information is designated by the party submitting the bid or proposal as trade secrets or other information allowed to be kept confidential pursuant to the Public Officers' Law of the State of New York.

All material submitted in response to this RFP becomes the property of the County and will be considered public records after the award of the contract. Proposals shall not be shared with any competing offerors during the selection phase of this procurement; however, after award of the contract to the successful offeror, proposals received in response to this Request for Proposal may be

subject to disclosure under a provision of the Freedom of Information Act. Information in proposals that is clearly identified as proprietary will not be disclosed at any time. Blanket statements that all contents of the proposal are confidential and proprietary will not be honored by the County. The New York State Freedom of Information Law (FOIL), as set forth in Public Officers Law, Article 6, mandates public access to certain government records. Generally, proposals submitted in response to this RFP may constitute government records subject to FOIL. Proposals may contain, among other things, certain technical, financial, or other data and information that constitute trade secrets, if publicly disclosed, could cause substantial injury to the commercial enterprise's competitive position. To protect this information from disclosure under FOIL, Proposers should specifically identify the pages of the proposal that contain such information by properly marking the top of the applicable pages as "CONFIDENTIAL" and inserting the following statement in the front of its proposal:

The information or data on pages \_\_\_\_\_ of this proposal, identified on the top thereof as "CONFIDENTIAL", contain financial, technical, or other information which constitute government records subject to FOIL. Proposals may contain, among other things, certain technical, financial, or other data and information that constitute trade secrets, if publicly disclosed, could cause substantial injury to the commercial enterprise's competitive position. We request that the County use such information only for the evaluation of this proposal but we understand that the Authority must comply with the provisions of the New York State Freedom of Information Law (FOIL) and public disclosure of the information contained in this proposal whether or not marked as "CONFIDENTIAL", and to make no claim for any damages as a result of any such disclosure by the County pursuant to FOIL.

In the event the County receives a FOIL request for disclosure of information marked as "CONFIDENTIAL", the Proposer shall be notified of the request and may expeditiously submit a detailed statement and explanation indicating the reasons the Proposer has for believing that the information requested is exempt from disclosure under the law. This detailed statement and explanation shall be used by the County in making its determination as to whether disclosure is required under the law.

"When submitting a proposal for consideration, unless otherwise noted, all proposers understand that Jefferson County may reject all submissions that are marked "confidential" either substantially or in their entirety (other than narrowly defined data considered a 'trade secret'. All submissions are considered non public information until the evaluation is complete and a Contract or Purchase Order is issued. At that point all submissions become public record."

- N. Non-Appropriations Clause. The awarding of a contract for the work outlined in this Request for Proposal is subject to the appropriation of funds and approval by the Jefferson County Board of Legislators. Any agreement between the County and the successful Proposer shall be executory only to the extent of the monies appropriated therefore. Contract award decisions will be made public as soon as possible. Proposers should not assume that their proposal has been approved until the receipt of official notification from the County of Jefferson. Neither this solicitation nor any representation by any public employee or office creates any legal or moral obligation to request, appropriate, or make available monies for the purpose of this solicitation.

In accordance with New York State General Municipal Law, the County of Jefferson will not be liable for purchases or contracts for goods or services for which funding is not available. As a result, the Vendor/Proposer agrees to hold the County harmless for any contracts let for which funding either does not currently exist or for which funding has been removed prior to the issuance of a purchase order by the County. Issuance of a purchase order by the County indicates that the County currently has and has set aside adequate funds to procure the goods and services indicated in the purchase order or contract. Should it become necessary for the County to cancel a project or purchase after an order to proceed or purchase order has been issued, the County will only be liable for and the Vendor/Proposer agrees to only assess those financial damages that it can prove to have incurred as a result of the cancellation.

O. Iranian Energy Sector Divestment. Proposer hereby represents that said Proposer is in compliance with New York State General Municipal Law Section 103-g entitled "Iranian Energy Sector Divestment", in that said Proposer has not:

1. Provided goods and services of \$20 Million or more in the energy sector of Iran including but not limited to the provision of oil or liquified natural gas tankers or products used to construct or maintain pipelines used to transport oil or liquified natural gas for the energy sector of Iran; or
2. Acted as a financial institution and extended \$20 Million or more in credit to another person for forty-five days or more, if that person's intent was to use the credit to provide goods or services in the energy sector in Iran.

Any Proposer who has undertaken any of the above and is identified on a list created pursuant to Section 165-a (3)(b) of the New York State Finance Law as a person engaging in investment activities in Iran, shall not be deemed a responsible Proposer pursuant to Section 103 of the New York State General Municipal Law.

Except as otherwise specifically provided herein, every Proposer submitting a proposal in response to this Request for Proposals must certify and affirm the following under penalties of perjury:

1. "By submission of this proposal, each Proposer and each person signing on behalf of any Proposer certifies, and in the case of a joint proposal, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief, that each Proposer is not on the list created pursuant to NYS Finance Law Section 165-a (3)(b)."

Jefferson County will accept this statement electronically in accordance with the provisions of Section 103 of the General Municipal Law.

Except as otherwise specifically provided herein, any Proposal that is submitted without having complied with subdivision (a) above, shall not be considered for award. In any case where the Proposer cannot make the certification as set forth in subdivision (a) above, the Proposer shall so state and shall furnish with the request a signed statement setting forth in detail the reasons therefore. The County reserves its rights, in accordance with General Municipal Law Section 103-g to award the Proposal to any Proposer who cannot make certification, on a case-by-case basis under the following circumstances.

1. The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012, and the Proposer has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or
2. The County of Jefferson has made a determination that the goods or services are necessary for the County to perform its functions and that, absent such an exemption, the County of Jefferson would be unable to obtain the goods or services for which the proposal is offered. Such a determination shall be made by the County in writing and shall be a public document.

P. Sexual Harassment. By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that the bidder has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of section two hundred one-g of the labor law. Where competitive bidding is not required, state departments and agencies may, at their discretion, require the above certification. A model policy and training has been created by the NYS Department of Labor and can be found here: <https://www.ny.gov/programs/combating-sexual-harassment-workplace>

## COMMISSARY SERVICES AND RESIDENT BANKING SERVICES

RFP #22-50

### DETAILED SPECIFICATIONS

#### 1. **PURPOSE**

The purpose of this RFP is to identify a competent, reliable, contractor to provide off-site commissary services to the inmates of Jefferson County. The successful contractor will provide Jefferson County with a computerized commissary services program and inmate trust fund accounting system, which will meet specifications at no cost to the county. It is the intent of this award to ultimately eliminate contraband smuggling, personal cash availability management liabilities, ineffectual employee tasks, and increase general revenue through commissions back to the county. The current average daily inmate population is 142 and inmates receive commissary services twice per week.

#### 2. **KEY EVENTS/DATES**

Final date for receipt of written questions: WEDNESDAY, DECEMBER 14, 2022 @ 5:00PM EST

Site Visit: TUESDAY, DECEMBER 13, 2022 @ 11:00 AM EST

Proposal due date/time: WEDNESDAY, DECEMBER 21, 2022 @ 3:00 PM EST

Contract Term: 3 years from 1/1/2023 with additional two (2) years option.

#### 3. **OBJECTIVES**

To provide the highest level of service to all inmates.

To provide an accurate, economical, and efficient means to process inmate orders.

To provide a reasonable commission to the county.

Develop and maintain a real-time interface software capability between the county's correctional information system and the proposed commissary and trust fund system for admission, identification, housing location, and release information.

#### 4. **INMATE ORDERING PROCEDURES**

Each inmate's commissary order shall be placed directly through a secure networked workstation located in each pod. The workstation should be able to recognize inmate identities and allow each inmate to check their fund balance. The workstations should list only those items previously approved and available to the inmates of Jefferson County, along with the price of each product.

When an order is placed, funds will be deducted immediately and the inmate will be provided with their remaining balance along with confirmation of their order.

The contractor is responsible for saving a back-up file, and shall be available 24/7 for service calls to maintain the system.

#### 5. **GENERAL REQUIREMENTS**

The prospective contractor must demonstrate responsibility by meeting the following requirements:

- Ability to establish and maintain all inmate commissary services, which includes a warehouse, inventory, supply, order processing and delivery system.
- Contractor's experience in automating the inmate commissary and accounting systems and ability to provide system training and support to the correction staff.
- Contractor's knowledge of inmate commissary operations/procedures as they relate to safety, security issues, turnaround time, order processing and delivery.
- Contractor's 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.

- Contractor's knowledge and ability to provide a wide range of correctional facility friendly producers/supplies to meet the inmate population needs.
- Ability to grow with the facility to avoid out of stock items.

6. **SERVICES**

- The current commissary provider is Trinity Services Corporation.
- The contractor will provide commissary services to the inmates of Jefferson County so as to provide each inmate with access at least twice per week (unless otherwise agreed upon by the Sheriff).
- The contractor will provide a means of electronic communication for the inmates to contact people outside the facility. This capability, a form of email system, must be able to be monitored and tracked by the facility for security purposes.
- The primary scope of the contract consists of furnishing all materials, labor, management and equipment necessary to operate an electronic, computer-based inmate commissary operation as defined in this document.
- All products sold to the inmate population shall meet facility safety requirements which include but may not be limited to:

No glass or metal containers  
 No packaging containing false bottoms  
 No alcohol-based products or aerosol sprays  
 No packaging that may be made into a weapon or other security risk  
 No product shall contain tobacco

- The average weekly number of order for inmates is 200 to 220.
- 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 the correctional staff to ensure against the distribution of unauthorized items to inmates.
- Orders will be returned for credit upon an inmate's release or transfer prior to delivery.
- Receipts, in duplicate, must be included with each order and must include the following information:

Inmate Name  
 Inmate Location  
 Inmate ID Number  
 Item Description and Quantities Ordered  
 Total of Order  
 Beginning Account Balance (before current order)  
 Ending Account Balance (after current order)  
 Signature Line (Inmate)

7. **DELIVERY**

- The contractor will deliver the orders to Jefferson County Public Safety Building loading dock and from that point on, our on-duty staff will handle the dispersing of it to the individual inmates. Delivery must be made within twenty-four (24) hours of the order being placed. All proposals submitted by prospective contractors should include detailed delivery procedures. The contractor acknowledges that delivery of the inmate commissary is expected on the designated day and shall be responsible for all costs associated with preparation and delivery. At no time shall county staff be required to off load a commissary delivery.

8. **CORRECTIONS/REPLACEMENTS/DISCREPANCIES**

- The contractor must resolve discrepancies within twenty-four (24) hours (ex: damaged products, expired products, etc.)
- The contractor shall be responsible for correction of improperly ordered or delivered commissary items and posting credits due to non-delivery of products or system posting errors to inmate accounts prior to departure on the designated delivery day.

9. **COMMISSARY MENU**

- Pricing cannot include tax.
- The contractor and a county staff member designated by the Sheriff shall develop the commissary menu, and the Sheriff or the designee, shall approve any additions or deletions to the menu.
- It is recognized that the contractor may change suppliers and products from time to time. The contractor must notify the county, in writing, at least one week prior to any change, regardless of the reason, in the items being made available to the inmate population.
- Each prospective contractor must include a list of all products available to the county. The list should include:

Item description  
Manufacturer  
Product size and weight  
Cost

- The contractor shall maintain sufficient inventory levels at the contractor's location to limit shortages and back orders, and must have a method of "restocking" returned goods when necessary.
- The Indigent/Admission Kit(s) include the following items: 2 pieces of paper, 2 stamped envelopes, 1 shampoo, 1 deodorant. Approximately 20 kits are used weekly.

10. **CONTRACTOR'S EQUIPMENT / NETWORK**

- The current Jail Management Systems (JMS) Provider for the County is Black Creek Sallyport.
- The jail has 6 pods that will require a work station/Kiosk.
- The successful contractor's equipment and software must be compatible with the county's network.
- The contractor will provide and maintain at no cost to the county, a stand alone, networked, PC-based inmate banking and trust fund accounting system.
- The contractor shall provide and maintain all software and equipment including computers, scanners, modems, printers and supplies for operation of the commissary process.
- The system shall include but not be limited to:

Inmate identification  
Inmate housing information  
Ability to account for inmate funds from admissions, visitors, mail, commissary purchases, release of funds, and the ability to restrict the inmate's ability to purchase single or multiple items

Ability to produce various reports regarding:  
Included inmate transactions and balances  
Listing of all transactions occurring over a specified period of time  
At least one report shall indicate the date and time an order was posted, the total number of orders posted, and the total cost of the order

Ability to order, record and produce written reports as needed for the inmate commissary.

- Ordering will be completed via an automated system; however, a backup manual system shall be available for use in the event that the automated system becomes inoperable. The contractor shall be responsible for ensuring the commissary order is placed on the correct day.
- The contractor's system must be able to run Lexis Nexis legal software package from the housing unit kiosks.

10A. **SYSTEM CONTROLS**

The contractor's system must be able to control commissary purchases including, but not limited to:

- Quantity per order
- Quantity per time span
- Orders per time span
- Disallowed items
- Category quantity restrictions
- Category age restrictions
- Spending limit restrictions
- Spending limit override

The system should include the ability to configure and automatically apply multi-level spending limits.

## **TRUST FUND ACCOUNTING SYSTEM REQUIREMENTS**

The successful contractor shall provide a user-friendly computerized trust fund accounting system adhering to generally accepted accounting principles capable of being audited by the county. The county may require an on-site demonstration of the system prior to award.

### **DESIRED CAPABILITIES:**

- Allow corrections staff to open an individual trust fund account for an inmate at the time of booking including the funds in their possession at the time of booking.
- Allow funds to be added to an account.
- Allow funds to be withdrawn in the form of check, cash, or debit card.
- Ability to close an account with a detailed statement and pay the inmate balance by check, cash, or debit card.
- Allow the deduction of commissary or other charges.
- Process credits.
- Change inmate locations.
- Assignment of a permanent identification number for an inmate's account that will allow it to be reopened.
- Allow individual account restrictions based on housing unit, or product group to control commissary items purchased.
- Ability to perform an audit of an inmates order history and provide a complete audit trail of all transactions.
- Capability of providing reports as specified by the county.
- Capability of charging the inmate for services such as work-release changes, medical co-payment fees, restitution, etc.
- Various levels of security with the capability to be customized by designated corrections staff, including password control and the tracking of transactions by individuals and workstations.

### **11. HARDWARE REQUIREMENTS**

The contractor shall provide the necessary hardware to implement their solution, and should include the following with their proposal:

- List of hardware to be provided – all equipment must be new.
- Proposed installation / maintenance schedule.
- 24/7/365 support.

### **12. QUALIFICATIONS OF PROPOSERS**

To be considered for award, contractors must demonstrate their ability to meet the following requirements:

1. Have adequate financial resources.
2. Certify that the contractor is engaged in a full-time business operation for this type of service and has been in business for a minimum of three (3) years.
3. Have a satisfactory record of performance, integrity and ethics.
4. Have sufficient qualified and trained staff to successfully complete the continuous requirements.

Relevant and prior experience – submit past performance information on five (5) recent contracts (with a minimum of three within New York State) that you consider most relevant in demonstrating your ability to perform the contract and include rationale supporting your assertion of relevance.

- For each contract submitted as a past performance reference, submit a client authorization letter authorizing release to the county information requested relative to past and present performance.



- Each proposer shall submit the most recent audited financial statement for your company. The county reserves the right to use third-party companies to verify financial information provided in each proposal.

13. **CERTIFICATION / LICENSE REQUIREMENTS**

Include copies of any licenses required for this project.

14. **PROPOSAL PLAN**

Each proposal should include the following components:

- Ability to provide commissary services twice per week in accordance with the specifications, terms, and conditions included in this RFP.
- Location of service center from which next-day services will be provided to the county.
- Overview of proposed plan to provide services to Jefferson County.
- Order packaging/filling procedures.
- Order delivery procedures.
- Projected sales with referenced documentation.

15. **SECURITY**

Prior to award, the contractor may be subject to a criminal background check. Any and all employees of the contractor that will be involved in the service provided to 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 contractor having a criminal record shall be involved in the packaging or delivery of items to the county. The county reserves the right to complete background investigations and approve any employee of the contractor prior to commencement of services under this contract. In addition, staff changes made by the contractor during the term of the contract must be approved by the county prior to any new staff member entering the county facility. Failure to comply with this after award shall be considered breach of contract.

- Upon request, the county may require that the contractor provide the following information on each person who will provide on-site services:

- Full legal name
  - Social Security Number
  - Date of birth
  - Current home address
  - Copy of New York State Driver's License
  - Signed Release Form

- 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 reserves the right to refuse access to anyone wearing inappropriate attire. The corrections center is a professional work environment and should be treated as such.
- Commissary orders may not be packed and delivered by the same staff member. The contractor shall have a program in place to randomly audit orders packaged each week for accuracy.
- The contractor must provide the county with a security plan that guarantees tamper-proof product while in the contractor's facility and while in transit to the county.

16. **INSTALLATION / SERVICE**

All proposers shall include installation of equipment and should specify the approximate number of days required after receipt of order.

All equipment service shall be the responsibility of the contractor and shall be serviced as needed to minimize system failures. The county shall provide electricity, lighting, heat and air conditioning for the areas where the equipment is installed.

17. **TRAINING**

The contractor shall be responsible for training all necessary county personnel in the use of all equipment used in the operation of the commissary system.

18. **COST PROPOSAL REQUIREMENTS:**

The contractor will provide a firm, fixed percentage commission 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. This pricing must remain firm for at least the first year of the contract (see Instructions to Proposers, Section K). 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.

**PROPOSAL CERTIFICATIONS**

Firm Name: \_\_\_\_\_

Business Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Email: \_\_\_\_\_ Federal ID Number: \_\_\_\_\_

**I. General Bid Certification**

The bidder certifies that he will furnish, at the prices herein quoted, the materials, equipment, and/or services as proposed on this bid.

Any deviation to specifications is fully explained and attached. By signing and submitting this bid for consideration to the County of Jefferson, the vendor acknowledges that they have read, understand, and agree to the specifications as presented without reservation or alteration.

Deviations: Yes \_\_\_\_\_ No \_\_\_\_\_

**II. Non-Collusive Bidding Certification**

By submission of this bid proposal, the bidder certifies that he is complying with Section 103-d of the General Municipal Law as follows:

Statement of non-collusion in bids and proposals to political subdivision of the state. Every bid or proposal hereafter made to a political subdivision of the state or any public department, agency or official thereof where competitive bidding is required by statute, rule, regulation, or local law, for work or services performed or to be performed or goods sold or to be sold, shall contain the following statement subscribed by the bidder and affirmed by such bidder as true under the penalties of perjury: Non-collusive bidding certification.

A. By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief:

(1) The prices in this bid have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor.

(2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and

(3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not submit a bid for the purpose of restricting competition.

B. A bid shall not be considered for award nor shall any award be made where A. (1)(2) and (3) above have not been complied with; provided, however, that if in any case the bidder shall so state and shall furnish with the bid a signed statement which set forth in detail the reasons therefore. Where A.(1)(2) and (3) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the political subdivision, public department, agency or official thereof to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

(1) The fact that a bidder (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning subparagraph one (a).

Printed Name of Signer \_\_\_\_\_

Authorized Signature \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

## NON-PROPOSER'S RESPONSE

For purposes of maintaining accurate Proposer's lists and facilitating your firm's response to our invitation for proposal, the County of Jefferson is interested in ascertaining reasons for prospective Proposer's failure to respond to invitations for proposals. If your firm is not responding to this proposal, please indicate the reason(s) by checking any appropriate item(s) below and returning this form to the Jefferson County Purchasing Director, 195 Arsenal Street, Watertown, New York 13601. This form may be returned by mail or fax. Faxes may be sent to 315-785-7591. Failure to submit either a proposal or return this form will result in removal of your firm's name from our Proposer's lists. Thank you for your cooperation.

We are not responding to this invitation for proposal for the following reason(s)

- Items or materials requested not manufactured by us or not available to our company.
- Our items or materials do not meet specifications.
- Specifications not clearly understood or applicable (too vague, too rigid, etc.)
- Quantities too small.
- Insufficient time allowed for preparation of proposal.
- Incorrect address used. Correct mailing address is:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- Our branch/division handles this type of proposal.  
Correct name and mailing address is:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- We are unable to submit a proposal at this time but would like to continue to receive invitations for proposals.

- We are unable to submit a proposal and wish to be removed from the Proposer's list.

NAME OF FIRM: \_\_\_\_\_

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

CITY/STATE/ZIP CODE: \_\_\_\_\_

BY: \_\_\_\_\_

Signature of Representative

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

RFP Number: 22.50

RFP Name: COMMISSARY SERVICES AND RESIDENT BANKING SERVICES

Attachment  
Certification Pursuant to Section 103-g  
of the New York State  
General Municipal Law

- A. By submission of this proposal, each Proposer and each person signing on behalf of any Proposer certifies, and in the case of a joint proposal, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each Proposer is not on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the New York State Finance Law.
- B. A Proposal shall not be considered for award, nor shall any award be made where the condition set forth in Paragraph A above has not been complied with; provided, however, that in any case the Proposer cannot make the foregoing certification set forth in Paragraph A above, the Proposer shall so state and shall furnish with the proposal a signed statement which sets forth in detail the reasons therefore. Where Paragraph A above cannot be complied with, the Purchasing Unit to the political subdivision, public department, agency or official thereof to whom the proposal is made, or his designee, may award a proposal, on a case by case basis under the following circumstances:
1. The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012, and the Proposer has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or
  2. The political subdivision makes a determination that the goods or services are necessary for the political subdivision to perform its functions and that, absent such an exemption, the political subdivision would be unable to obtain the goods and services for which the contract is offered. Such a determination shall be made in writing and shall be a public document.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Company Name