NEW YORK CITY DEPARTMENT OF CORRECTION

REQUEST FOR PROPOSAL

FOR

MODERNIZED COMMISSARY OPERATIONS

PIN 072202511BUD; E-PIN 07227P0001

STANLEY RICHARDS
COMMISSIONER

Althea Samuels
Assistant Commissioner

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SECTION I - TIMETABLE

Proposers are advised that the Authorized Agency Contact Person for all matters concerning this Request for Proposals is:

Name:	**Althea Samuels**
Title:	**Assistant Commissioner/ACCO**
Mailing Address:	**75-20 Astoria Boulevard, Suite 320** **East Elmhurst, NY 11370**
Telephone:	**(718) 546-0690**
Email:	**rfp@doc.nyc.gov**

A. Release Date of this Request for Proposals: Tuesday, October 20, 2026

All questions and requests for additional information concerning this RFP should be directed to:

rfp@doc.nyc.gov

Proposers should submit questions no later than 10 business days prior to the proposal due date since the Agency maybe unable to respond to questions received after that date. Only one set of questions may be sent.

B.. Pre-Proposal Conference:

- **Date: Monday, November 9, 2026**
- **Time: 10:00AM**
- **Location: via Teams**

Microsoft Teams meeting
Join: https://teams.microsoft.com/meet/248131670663599?p=gJXWakX5VgJdOYQHAH
Meeting ID: 248 131 670 663 599
Passcode: w4ps7YU6

Dial in by phone
+1 646-893-7101,,181245563# United States, New York City
Find a local number
Phone conference ID: 181 245 563#
Join on a video conferencing device
Tenant key: cityofnewyork@m.webex.com
Video ID: 112 085 897 3

Attendance by proposers is Optional but Highly recommended by the Agency/Department.

C. Proposal Due Date and Time and Location:

- **Date:** **Monday, December 7, 2026**
- **Time:** **3:00PM**
- **Location:** **Proposals shall be submitted in PASSPort.**

E-mailed or faxed proposals **will not be accepted** by the Agency/Department.

Please note that this solicitation is being released using New York City's digital Procurement and Sourcing Solutions Portal (PASSPort). All Request for Proposal (RFP) documents for your review will be accessible through PASSPort. All responses, including but not limited to the Technical Proposal must be submitted through the PASSPort system. For more information regarding instructions on how to respond to a solicitation, please see (Attachment J)

D. Anticipated Contract Start Date: **July 1, 2027**

SECTION II - SUMMARY OF THE REQUEST FOR PROPOSALS

A. Purpose of RFP

The New York City Department of Correction (Department) is requesting proposals for an all-purpose commissary vendor to supplement and modernize operations. The selected vendor would supply, store, fulfill, package, and deliver individualized commissary orders for Person In Custody (henceforth referred to as PIC).

Background

Commissary Operation

The Commissary operation currently sells Beverages, Bottled Drinks, Candy, Condiments, Cheeses, Chips, Cookies, Crackers, Hygiene Products, Make-up, Medicated Items, Noodles, Pastries, Proteins, Shower Shoes, and Snacks/Rice, Meat/beans and Miscellaneous items. The DOC reserves the right to add, remove or restrict any items on this list. The authorized list will be changed no more than twice per year. Whenever products are added, deleted, or prices changed from the items-for-sale list, the vendor must submit any new changes to the ACCO or designees for review and approval.

The awarded proposer will administer all aspects of the operation, including but not limited to the purchasing of inventory, collection of orders, order set-ups and distribution The awarded proposer will provide product samples at no charge to the DOC when requested.

Securepak Program
The Securepak Program allows families and friends of PIC, the opportunity to purchase a Securepak. The Securepak consists of food and snack items, the families can spend up to $25.00 every 4 weeks. The Proposers provides this service at no expense to the DOC.

Current Operations for PIC:

PIC can place orders weekly using their institutionally issued tablets or the phones in the housing areas. PIC can place commissary orders once a week based on the facility's ordering schedule. Once the order is placed, the commissary items will be delivered to the facility on the scheduled delivery day. An officer will be assigned to the commissary, and a proposer representative will assist the officer with distributing the ordered items to the PIC. The commissary items are packaged in a clear, sealed bag, and the PIC are required to empty the commissary items into institutional blue buckets or DOC-issued net bags. During this time, the PIC can verify their orders while the Commissary Officer and the proposer 's staff are present and determine if any items are missing or damaged. If an item is identified as missing or damaged, it will be notated on the PIC receipt, and a refund will be issued to the PIC within 24 hours. The PIC and Commissary Officers must sign and date all receipts to verify that the PIC has received the ordered items. Once all the deliveries are completed, the proposer staff will collect and review all the receipts submitted by the Commissary Officer. If a PIC is not in the housing area at delivery (court, clinic, etc.), the Commissary Officer will redeliver the items the next business day. *Commissary items are not left in the housing area Control Post.

Transfers—If a PIC is transferred to another facility after placing the commissary order, the proposer will redeliver the items to the receiving facility within 24 hours. A full credit refund will be issued when a PIC is released, hospitalized or transferred to another correctional facility. The refunded items will be picked up by the proposer 's staff and returned to the proposer 's warehouse. All incoming, outgoing transfers and refunded items will be logged daily on the tracking sheet, which will be submitted to the Commissary Director at the end of each business day.

Current PIC Phone System and Tablet Operations for PIC

*The PIC phone system handles more than 38,*000 calls a day from more than 1,200 telephones located throughout its jail facilities. Although the provision of a phone system is not part of this RFP, the proposer will be required to integrate with the PIC Phone System and with the tablets to facilitate Commissary ordering via the institutional tablets and/or the phone system and to provide real-time account balances in both systems.

PIC Banking Background Information

Currently, the PIC banking system, Inmate Financial Commissary Management System (IFCOM), handles the following types of banking functionality:

- Credits
- Debits
- Reconciliations and Bank Deposits
- Funds Exceptions

Credits
Bank accounts for the PIC receive deposits from various sources, including cash surrendered at intake, funds received from visitors, earnings from work programs, electronic deposits via approved online services, and mail-in payments. Cashiers accept deposits from visitors in cash, money orders, and bank checks.

Debits
Bank accounts for the PIC are debited in five different ways: for commissary purchases, monetary restitution of damage to City property, requests to mail money to third parties, upon their release from custody, or upon their transfer to another institution. Incarcerated individuals wanting to send money to third parties complete a process involving submitting a form for approval, after which the funds are prepared and mailed by the Cashier's Office. When a PIC is released, the funds are disbursed in cash, up to $200, if sufficient funds are available. Any remaining amount above $200 is disbursed as a check.

Data Exchange

The main function of Inmate Financial Commissary Management System or IFCOM is to track the accounts of PIC, which are debited primarily from commissary sales and credited when family and/or friends deposit funds to their account. Debits may also be made for items such as haircuts and additional debit options, including but not limited to functions such as email and video visitation, may subsequently be added, but are not the focus of this RFP. Because the accounts are multi-purpose, balances are subject to frequent adjustments.

IFCOM is populated initially by DOC's Inmate Information System (IIS), which provides the PIC' name and other identifying information such as their Book and Case (BAC) number, New York State Identification Number (NYSID), housing facility and status. During the individual's incarceration, IFCOM maintains a running balance of their account by posting debits for commissary purchases in real-time and posting credits for deposits and payroll earned.

DOC Facilities

The DOC currently has the following Rikers Island facilities.

1. George R. Vierno Center
09-09 Hazen Street
East Elmhurst, New York 11370

2. North Infirmary Command
15-00 Hazen Street
East Elmhurst, New York 11370

3. Otis Bantum Correctional Center
16-00 Hazen Street
East Elmhurst, New York 11370

4. Robert N. Davoren Complex
11-11 Hazen Street
East Elmhurst, New York 11370

5. Rose M. Singer Center
19-19 Hazen Street
East Elmhurst, New York 11370

6. Eric M. Taylor Center
10-10 Hazen Street
East Elmhurst, New York 11370

7. West Facility
16-06 Hazen Street
East Elmhurst, New York 11370

*The Vernon C. Bain Center (VCBC) is currently closed. Anna M. Kross Center (AMKC) currently does not house PIC. AMKC can return to operational status at any time.
Borough-based facilities (anticipated future locations):

i. Bronx Site
745 E. 141st Street
Bronx, New York 10454

ii. Brooklyn Site
275 Atlantic Avenue
Brooklyn, New York 11201

iii. Manhattan Site
124-125 White Street
New York, New York 10013

iv. Queens Site
126-02 82nd Avenue
Kew Gardens, New York 11415

v. Bellevue Hospital Center
462 First Avenue
New York, NY 10016

The proposer awarded the contract would be responsible for having an infrastructure set up to receive and charge orders placed by the Department's population, have inventory to satisfy each order, have a workforce or system to package each order, have a form of transportation to deliver the packages to the jails, and have staff on-site at Department facilities to work with Correction Officers to deliver commissary packages to the incarcerated individuals. The Department would oversee and have final say on operational commissary schedule for ordering and deliveries, items provided through the commissary, and restrictions set for items or certain individuals that are necessary relevant to Department initiatives and security concerns that arise.

The department reserves the right to add or remove facilities.

Subcontracting any part of the operation would be acceptable if proof of past success in like circumstances within the last five years is provided. Working in tandem with key Department stakeholders, the selected proposer would handle the majority of the commissary process. The proposer awarded is expected to have regular contact with DOC personnel at each Department facility and possibly at Headquarters. Depending on the facility there will be at least one Officer working alongside the proposer's staff to account for and deliver commissary packages to PIC.

Each facility will have its own designated delivery day, and the proposer's staff must be on site on those days.

Proposers should be aware that the Department's requirements relating to commissary operations are subject to change. In such cases, the selected proposer must upgrade or otherwise comply with the Department's standards.

B. Anticipated Contract Term

It is anticipated that the term of the contract(s) awarded from this RFP will be one (1) five-year term that shall commence upon written notice to proceed. (The contract may include two (2) two-year options to renew, which can only be exercised at DOC's sole discretion. Renewals will adhere to the same terms and conditions as the initial five-year term. The Department reserves the right, before contract award, to determine the length of the initial contract term and each option to renew, if any.)

C. Anticipated Payment Structure

It is anticipated that the payment structure of the contract awarded from this request for proposals will be based on actual commissary products ordered and ultimately delivered to the PIC. The selected proposer's unit price per item available for purchase should be inclusive of all costs associated with servicing the Department relative to the entire commissary operation.

Proposers shall submit their list of items and unit prices as part of their submission. Attached you will find a set list of item categories including specific item types that must be provided to the Department's population. The selected proposer's prices and/or rates should remain firm for the initial term of the contract. The pricing

submitted by proposers must (i) be clearly structured, accountable, and auditable and (ii) cover the full spectrum of materials and/or services required.

The Department anticipates awarding one (1) contract from this RFP.

D. Anticipated Contract Start Date: July 1, 2027

SECTION III - SCOPE OF (SERVICES)(WORK) AND M/WBE REQUIREMENTS [IF APPLICABLE]

A. Agency/Department Goals and Objectives for this RFP

The Department's goals and objectives are to provide commissary services to the PIC in a modern manner, with the added benefit of increasing staff availability to participate in critical roles.

B. Department Assumptions Regarding Proposer Approach

The Department's assumptions regarding which approach will most likely achieve the goals and objectives set out above are:

- **Experience**
  a. The proposer should have a minimum of five (5) years of experience in the past ten years providing commissary products, storing commissary products, fulfilling and packing commissary orders, and delivering said orders to facilities, ultimately facilitating final delivery to the specific incarcerated individuals. Greater consideration would be given to proposers with more than five (5) years of experience in the above.
  b. The proposer should have a minimum of two (2) years of recent experience interfacing with the financial systems and technology platforms of correctional institutions.

- **Organizational Capability**

  The Proposer should:
  a. Have a fulfillment and delivery center within seventy-five (75) miles of Department headquarters, which is located at 75-20 Astoria Blvd, East Elmhurst, NY 11370.

  b. Have a backup fulfillment and delivery center available to service the Department during times of emergency.

  c. Have the capability to receive orders from the Department's PIC via phone, tablet, internet, or any other emerging & comparable form of communication.

  d. Have the capability to fulfill and deliver orders received from the Department's commissary operation. All details must be worked out and agreed upon by the Department and the proposer. More specifically, the operational flow refers to how the proposer would receive and process orders from the PIC, as well as the cadence at which the proposer could finalize an order and have it delivered to the facilities and into the hands of the population. There must ultimately be a weekly ordering cycle for a PIC, from when their order is processed to when they receive the goods. Proposers may have different capabilities and strategies, so the plan will be finalized after a proposer is selected, but all must comply with the weekly order cycle.

  e. The proposer shall be able to provide an emergency kit in the event of damaged items and/or incorrect orders until the proposer rectifies the issue.

f. Have the capability to set up all necessary technology connections and interfaces with the Department for sharing critical information relative to the commissary operation, including fundamental financial data, census information, and other like intel relative to the PIC.

g. Have sufficient staff (overall baseline staffing required: at least 10 delivery staff, 2 office assistants, 1 Onsite Manager, 1 Onsite Supervisor) that could help facilitate commissary deliveries within Department facilities, as well as retrieve and record confirmation receipts verifying delivery. Additionally, DOC is requesting at least two (2) on-staff to work from 08:00 AM until 4:30 PM to collect additional receipts from the facilities and assist with any other commissary-related matters.

h. Have a help desk or phone line available at least five days a week, sixteen (16) hours a day from 5:00 AM to 9:00 PM. Greater consideration will be given to those with a twenty-four-hour, seven day a week help desk.

- **Approach**

The Proposer should be able to provide the following services including but not limited to:

a. Bag And Delivery Commissary Services - As a result of this solicitation, the awarded entity will provide commissary services in a clear bag and delivery operation. These services will include, but are not limited to, equipment, labor, warehousing, trucking, product, and systems necessary to run the operation successfully. DOC will allow the proposer to consider several variables when developing its proposal. See Current Commissary Operations on page (RFP-5) for more information.

b. The proposer should be able to provide personnel, technical support, and other equipment to facilitate all commissary-related operations the Department deems necessary, including the supplying, storing, fulfilling, packaging, and delivering of individualized commissary orders.

c. The proposer should be able to provide a wide variety of items to offer the Department's PIC. The vendor awarded the contract **might be** requested to follow, to the fullest extent practicable, the NYC Food Standards for Commissaries. For examples of what might be included in the **NYC Food Standards for Commissaries**, see recommended list below (c.i. through c.xii.). Item categories and item types that must be provided are attached herein including, but not limited to:

Item Categories: Beverages, Bottled Drinks, Candy, Condiments, Cheeses, Chips, Cookies, Crackers, Hygiene products, Make-up, Medicated Items, Miscellaneous Items, Noodles, Rice, Pastries, Proteins (e.g. meat, beans, nuts, seafood, poultry, and vegan options), Shower Shoes, and Snacks.

Within these item categories, it is recommended to include:

i. At least 4 water, seltzer, or flavored seltzers with no added sweeteners
ii. If fruit juice is offered, it is 100% juice with no added sweeteners
iii. At least 2 whole grains of bread, noodle, or rice options that contain $\leq$ 290 mg of sodium per serving
iv. At least 2 hot or cold cereal options that are whole grain and contain $\leq$200 mg of sodium and $\leq$ 6 g added sugar per serving
v. At least 2 baked good options that contain $\leq$ 290 mg of sodium and < 10 g of added sugar per serving
vi. At least 3 snack items that contain $\leq$ 200 mg of sodium and < 5 g added sugars per serving
vii. At least 2 vegetable items that contain $\leq$220 mg of sodium per serving
viii. At least 1 fruit item with no added sweeteners

ix. At least 2 beans, lentil, or pea items that contain ≤ 290 mg of sodium per serving
x. At least 2 nuts or seed items that contain only nuts, nut butters or seeds (may also contain salt, seasoning, or flavoring) that contain ≤ 290 mg of sodium per serving
xi. At least 1 nut or seed item that contains no added salt or added sugar
xii. At least 2 seafood items that contain ≤290 mg of sodium per serving

d. The Nutrition Facts label and ingredients for all food and beverage items must be provided to DOC upon request.

e. Food items cannot include partially hydrogenated oils.

f. Non-medicated items cannot include CDB/THC cannabis or alcohol of any kind.

g. All items will be subject to physical screening and testing by the Department's Facility Operations and Security staff. The Department's determination will result in an item being included or excluded from the proposer's menu offering.

h. Finalized menu will need to display the unit price of all available items. Prices will be agreed upon by both the winning proposer (s) and the Department parties and locked in for the term of the contract. Menus and other correspondence to PIC must be provided in English and Spanish.

i. Items can be removed from the offering if the Department, solely, decides it is no longer desirable for any reason.

j. The proposer will receive individualized commissary orders from the Department's PIC by way of Departmental Phones or Departmental-issued Tablets. The proposer should be able to provide any newer and more efficient ways to communicate orders that become available; the proposer will have to work with the Department to ensure they can be used as well.

k. Storing of all commissary products before fulfillment at a location operated by the selected proposer. No bulk, unfulfilled items will be kept on Department property.

l. Fulfilling and packaging individualized commissary orders at a proposer-operated location. Not on Department property.

m. Demonstrate that all proposer-operated locations and processes meet the level of security and confidentiality required, given the nature of commissary operations.

n. Shipping the finalized orders from the proposer-operated location to the designated Department facilities.

o. All deliveries shall be made between Monday-Friday, excluding national holidays, between the hours of 6:00 AM through 2:30 PM to the following locations (locations subject to change as the Department transitions to Borough-Based Jails), facilitating the delivery of the PIC-specific individualized commissary orders with proposer staff within Department facilities by working side by side with Department members of service.

p. The entire fulfillment and final delivery should take no more than seven (7) days to complete from the processing of the order to the order in the hands of the PIC.

q. Provide a receipt on the package that will act as a signed document by both the deliverer and the recipient that the commissary package made it into the hands of the PIC, and it was agreed that all items ordered were present. One of the signatures required will be that of the PIC, and the other signature will be from the Department or proposer's staff. At a minimum, two copies of the receipt must be signed. The PIC will retain one copy, and the other copy must be collected by the proposer and stored both physically and in a digital, browsable format. Both hard copies and electronic copies are to be made available to the Department to address grievances, audits, and other similar events upon request. If the proposer has an all-digital signed receipt process that includes signatures from both parties, that would also be acceptable, provided past examples of successful utilization in correctional facilities are included in the proposal. The Department may also require that electronic copies of receipts and/or the associated data of items delivered to PIC be provided to the Department as a near real-time data feed.

r. Provide personnel and/or hotlines to help with the research of grievances officially submitted by the PIC population that are related to commissary operations.

s. Provide the Department with commissary product for other ancillary projects or initiatives that may arise over the term of the contract. If any secondary programs go live, the regular commissary operation would take precedence if the proposer's resources were scarce enough to have to decide which operation to run.

t. Include solutions in the proposal for the following scenarios:
- re-delivering orders that could not be delivered initially
- refunds, adjustments, credits, etc.

u. Offer and provide, if accepted by the Department, any innovation or non-traditional form of commissary fulfillment as they become available by the selected proposer.

v. Offer a program where the family and friends of PIC could purchase commissary items on their behalf for fulfillment and delivery in the facility.

w. Inform the Department of potential vertically or horizontally integrated services the proposer may provide, such as financial systems, telecom systems, evidence-based nutritional services, etc. Only in the context of better supporting the commissary operation.

x. Provide the Department with a schedule of the Proposer's recognized holidays where their operation will not be running. Dates for the entire calendar year will need to be shared. They must be accompanied by a modified holiday work schedule for each holiday that details how the missed operating day will be made up, so that no deliveries are missed for the holiday week.

Commissary Distribution Services to Person in Custody

The Department may require the Proposer to provide commissary distribution services to Persons in Custody during the term of the contract, as needed. Proposer is not required to include staffing plans, pricing, or operational procedures for this service as part of their proposal unless specifically requested by the Department.

If the Department elects to utilize this service, the Proposer shall provide the necessary personnel and support to distribute commissary items and/or care packages to Person in Custody in accordance with Department policies, facility requirements, and applicable security procedures.

The Proposer's employees and/or designated facility employees may distribute commissary items and Securepak to Persons in Custody. The Proposer shall deliver commissary items to a Department-designated distribution area or directly to Persons in Custody with an escort by facility correctional staff, as appropriate, based on the facility's structure, operational needs, and security level.

The Department may require the Proposer to provide commissary distribution services to Persons in Custody housed in facility infirmary or mental health units. In such instances, the Proposer shall deliver commissary items and/or Securepak directly to the Person in Custody with an escort by facility correctional staff, as required based on facility operations and security procedures.

The Department reserves the right to activate this service at any time during the contract term based on operational needs. Any implementation requirements, pricing, staffing levels, schedules, and procedures associated with this service shall be mutually agreed upon by the Department and Proposer prior to commencement.

Interfacing With Existing DOC Systems

The proposed systems to be provided by the proposer will be required to routinely and seamlessly exchange data with the DOC's legacy Commissary and Banking System (Inmate Financial Commissary Management System) or **(IFCOM),** or successor system(s) for near real-time data exchange. These data exchanges are necessary to ensure that all systems are aware of all the information needed to perform the required business processes.

DOC will also require the proposer's system to communicate information back to specific DOC systems on an ongoing basis.

The proposer and DOC will develop the exact details of all data exchanges upon contract award. These details include, but are not limited to, exchange methodology, frequency, data formats and file layouts. The proposer must detail the data exchange methodology capabilities (e.g., FTP, web services). Communication access for data exchange must always be available. Where appropriate, DOC will make a reasonable attempt to add or modify formats or schemas to accommodate the proposer for new services implemented as a result of a proposer award.

With security and access control, DOC can support server communication over various protocols (e.g., SFTP, HTTPS, etc.) between DOC and the proposer's systems; however, the specific protocol may need the involvement of the City's Office of Technology & Innovation (OTI) and may require their approval. The proposer should propose how the interface would work. DOC will view favorably proposals that include interfaces utilizing REST-based APIs and supporting real-time data exchanges.

The proposer will also be required to implement an interface to send all DOC data to DOC's Data Warehouse for analytics and reporting purposes, separate from and in addition to any reporting capabilities that the proposer's systems may already provide. The proposer should propose how such an interface would work and be developed.

All systems and applications accessing the DOC or City network or systems must comply with City-wide security requirements. Any systems that the proposer proposes deploying on DOC's network must comply with

DOC's endpoint monitoring, virus protection, and OS patch monitoring systems. Additionally, any cloud-based systems must go through a cloud security review and vulnerability scanning conducted by the City's Office of Technology & Innovation and Cyber Command. A Cloud Service Agreement must also be negotiated between the Department and the successful proposer. The successful proposer's Legal Team will be required to redline to start negotiation between the proposer and DOC.

There are no specific requirements for terminals or printers. Proposals should provide a solution to DOC, which requires the least amount of DOC resources while still providing complete commissary services to its facilities.

Our intent regarding the proposer's software and associated ownership issues can be summarized as follows:

a. DOC will own all DOC data in the proposer's commissary/banking system, except proprietary financial and logistical data belonging to the proposer at the end of the contract; any data not already with DOC will be returned to DOC in an agreed-upon format.

b. The proposer shall retain all copyright ownership of software it develops as a result of this RFP, including modifications made by DOC.

c. DOC does not seek copyright ownership of the interfaces built by the proposer between the proposer's software and DOC's legacy applications. Still, the proposer should ensure that DOC and the City of New York have the right to use this software in perpetuity and modify it at their discretion.

d. The original holder of the copyright for any existing software products that are part of the proposer's software solution will continue to hold copyright ownership of that software. Still, the proposer should ensure that DOC and the City can use this software during the contract term.

e. It is the responsibility of the proposer to ensure that all licenses and fees are paid for through the contract/Agreement so that the City can use this software during the contract term.

f. The License to use the proposer's software or any interfaces built shall not be limited regarding the number of users, processors, etc. It will extend to any other entity (for example, other entities within the Criminal Justice System) that may need to access or share data with DOC systems.

g. The proposer will provide DOC access to the most recent versions of the software, bug fixes, and technical support as might be required for maintenance and/or upgrade of the system software throughout the term of the Agreement.

h. The Proposer warrants that the software will perform per agreed-to performance levels and/or any acceptance test specifications for the entire period of any Agreement entered.

i. Data, flowcharts, reports, and information provided to the proposer by DOC shall remain the sole property of DOC. The proposer does not have the right to retain copies of any reports, data, etc., developed or acquired as a result of any Agreement, either for further use or resale purposes. The proposer shall transmit such materials to DOC promptly upon request, completion, or termination of the Agreement, at no cost to DOC, in a format that is easily usable and does not contain any proprietary software or other materials of the proposer or third parties.

j. All software licensed from the proposer will be maintained in full force and effect in a Source Code Escrow account with an escrow agent for the term of the Agreement. The proposer will agree to deposit the source code, documentation, and related materials for the proposer's software and any updates (the "Deposit Materials") with an Escrow Agent. With security and access control, DOC will permit server communication (i.e., VPN, secure socket, dial-in) between the proposer's local server and external company facilities. The proposer should propose how the interface would work. DOC will view favorably proposals that include interfaces utilizing REST-based APIs.

k. All systems and applications accessing the DOC or City network or systems must comply with City-wide security requirements found here: https://www.nyc.gov/content/oti/pages/proposer - resources/cybersecurity-requirements-for-proposer s-contractors

l. All systems on DOC's network must comply with DOC's virus protection and OS patch monitoring systems.

NIEM Standards

The proposer must agree to migrate the existing data exchange requirements to data standards consistent with the National Information Exchange Model (NIEM) as they become operational for commissary and trust fund accounting systems at no cost to DOC. The proposer may find additional information regarding NIEM standards at http://www.niem.gov.

Administration and Management

The Proposer shall attend meetings with DOC when requested and meet at least once every three (3) months with a DOC liaison to review proposer operations.

The Proposer shall maintain its own administrative support. DOC will not provide such support, associate materials, or accept billing for these services.

The Proposer shall provide any necessary tools or equipment in support of its staff. DOC may provide desktop PCs to on-site personnel.

The Proposer shall be responsible for the cost of all modifications to the current facilities necessary to assume outsourced commissary operations. DOC must approve all modification plans.

The Proposer shall designate a person to serve in the role of **DOC Commissary Liaison**. The Commissary Liaison will report to a DOC Proposer Manager and other operations and financial staff and will be required to perform the following tasks:

- Ensure that the commissary operation conforms to the proposer agreement.
- Meet regularly with Operations, the Commissary Director, and Legal Affairs Division to discuss issues and their resolutions, such as pricing or other product issues.
- Perform other Proposer duties, such as the maintenance of receipts and invoices, as stipulated in this document and in the signed Proposer agreement.
- Maintain control over the work duties, schedule, budget, and performance of the Proposer's team members, including all Sub-Proposers.

- Report all material events. The format of the reports will be reflected in the proposer's agreement.

Financial

- The Proposer shall maintain accurate books and records of the commissary account as part of commissary services. The Proposer will, upon receiving five (5) days' written notice from DOC, schedule a time to review its books and records by DOC and/or an independent auditor. Failure by the Proposer to permit the review and/or audit of its books and records may result in the assessment of **liquidated damages.**

- DOC, or its designee, reserves the right to audit the Proposer's books and records up to seven (7) years after the expiration or sooner termination of the Proposer.

- The Proposer shall make available for audit all signed and unsigned commissary receipts within 24 hours after each delivery day. Signed receipts will be used to verify sales and the Proposer's invoice amount. Unsigned receipts will be used to verify credits applied to inmates' accounts.

- All items to be sold, prices, and subsequent increases are subject to the prior written approval of DOC.

Legal

- Should the Proposer fail to complete timely delivery of agreed-upon services, materials, and/or equipment during the agreement term, the Proposer may, at DOC's discretion, be required to pay DOC **liquidated damages** of $1,500.00 for each calendar day of delay until all material and/or equipment and services have been completely furnished.

- The Proposer shall defend, indemnify and hold harmless the City of New York, its elected officials, employees, and agents from any and all claims, losses, injuries, damages and suits, judgments, liabilities, costs and expenses, including attorney fees which may, in any way, arise out of or result from the performance of services outlined in the proposer agreement and/or breach of any provisions therein.

- The Proposer shall observe all Local, State, and Federal laws and all rules and regulations that in any manner affect the services contemplated under this proposal. These include but are not limited to, Federal, State, and Local laws regarding health, sanitation, and safety.

Information Technology

- The Proposer shall follow industry best practices, implementing the necessary interface(s) to IFCOM and/or other systems, if required. This would include requirements definition, validation, and tracking; design; test plan development and implementation; knowledge transfer (which provides for end-user and systems training, as well as documentation for DOC technical staff); security, disaster recovery, and business continuity planning throughout the engagement.

- The Proposer shall create and provide disaster recovery and business continuity plans in the event of disruption to the facility, computer system, product, employees, etc. This plan shall be subject to the prior written approval of DOC.

Security and Data Operations

- DOC data should be secured from any unauthorized access or distribution. Any breach of DOC data, whether intentional or unintentional, should be reported to DOC immediately, and all necessary measures should be taken to mitigate the breach/hack.
- Information Ownership: All PIC-related and other DOC information developed, stored, or used in the Proposer's systems shall be owned by DOC. The Proposer shall act as custodian of that information in accordance with applicable statutes, policies, regulations, and procedures. Information shall be provided to DOC at its request in a form and manner specified by DOC. The Proposer agrees not to sell, use, share, or display any data or use it for any other purpose unless agreed upon, in writing, by DOC.
- All information retained by the Proposer shall be kept for the duration of the contract. Any proposal to eliminate and/or archive data must be approved in writing by DOC.

Compliance

The Proposer shall comply with all the City of New York Citywide Security Requirements. Any proposed solution that sits on the DOC network must also comply with DOC virus protection and OS patch monitoring systems. Any cloud-based solution must go through a Cloud Security Review, vulnerability scanning and a Cloud Service Agreement negotiated between both parties.

Information Security Breach

The Proposer shall notify DOC immediately if it detects or suspects any security breach that may compromise DOC or customer data. The DOC Information Security Officer must be contacted within four (4) hours of any incident. The Proposer must provide details on all incidents of security breaches, lost, or misused data in the last three (3) years, including the nature and extent of the incident, remedial actions taken, and status.

Data Security

The Proposer shall describe the system security for all data stored locally or in a central database. Such security description shall include system security, as well as the procedures for accessing sensitive information within the Proposer organization. Sensitive or confidential information may require encryption at DOC's discretion.

Equipment

The Proposer shall provide all necessary equipment to deliver the described services to all DOC facilities and locations. The Proposer must propose equipment that is appropriate for a prison environment.

Inventory

The Proposer shall maintain a current inventory of all equipment and components and provide the inventory to DOC as requested.

Labor and Staffing

- The Proposer shall provide DOC with the information required to conduct a background investigation on each employee and/or contract worker, as well as each sub-Proposer employee and/or contract worker providing service under this Proposer agreement. DOC must complete the background investigation and approve the Proposer, sub-Proposer, and their respective employees and contract workers before the commencement of services under this Proposer Agreement. NO EXCEPTIONS WILL BE MADE.
- The proposer's team must wear the company uniform while providing services at DOC facilities.
- The Proposer and its employees, agents, and sub-Proposers shall be considered for purposes of this agreement to be an independent Proposer. The Proposer, its employees, agents, and sub-Proposers are not and shall not be construed as or become employees of the NYC DOC as a result of performing services under this agreement.
- The Proposer shall be fully responsible for the orientation and training of new employees.
- The Proposer should maintain continuity of its team's staff throughout the engagement. Any planned or actual changes in staff shall be subject to the prior written approval of DOC. DOC does not intend to withhold approval unnecessarily.
- The Proposer shall not remove or reassign its management from NYC DOC for a minimum period of two years, without the prior written approval from DOC or unless requested by DOC. DOC does not intend to withhold approval unnecessarily.
- The Proposer shall distribute written job descriptions to members of their staff working in the Facilities.
- The Proposer shall have personnel on-site within 30 days of the Proposer agreement registration with the New York City Comptroller or a different later date if agreed upon by DOC. (This is not the same as the proposer's start date and rollout plan, which the Proposer proposes.)

OPERATIONAL

- The Proposer shall obtain the prior written approval of DOC for all operational policies and procedures that will be followed by its employees servicing DOC. This will be done initially at the start of the proposer agreement and periodically as needed.
- The Department requires that security measures be set in place to ensure delivery trucks are not compromised after departing from the Proposer's warehouse. Proposers must describe their security process in their response. The Department mandates that the proposer's trucks are sealed upon entrance to the facility's loading docks and then completely emptied and searched upon exit from the facility.

QUALITY ASSURANCE AND CONTROL

- The Proposer shall be fully responsible for internal quality assurance and control of all deliverables and products. The final determination of whether to accept deliverables lies with DOC. Acceptable levels of goods and services will be detailed in the proposer agreement resulting from this RFP and agreed to by both DOC and the Proposer

C. Participation by Minority-Owned and Women-Owned Business Enterprises in City Procurement

If the contract resulting from this Request for Proposals will be subject to M/WBE participation requirements under Section 6-129 of the Administrative Code of the City of New York, as indicated by the inclusion of Schedule B – M/WBE Utilization Plan (Attachment D) and the Participation Goals indicated in Part I thereof, proposers must complete the Schedule B – M/WBE Utilization Plan and submit it with their proposal. Please refer to the Schedule B - M/WBE Utilization Plan and the Notice to All Prospective Proposers for information on the M/WBE requirements established for this solicitation and instructions on how to complete the required forms. If the proposer intends to seek a full or partial waiver of the Participation Goals on the grounds described in Section 10 of the Notice to All Prospective Proposers, including but not limited to, proposer's intention to use its own forces to perform any or all of the required contract work would result in a failure to attain the Participation Goals, the proposer must request and obtain from the Agency a full or partial waiver of the Participation Goals (M/WBE Utilization Plan, Part III) in advance of proposal submission and submit the waiver determination with the proposal. Please note that if a partial waiver is obtained, the proposer is required to submit a completed Schedule B-M/WBE Utilization Plan based on the revised Participation Goals to be found responsive.

D. Compliance with Local Law 34 of 2007

Pursuant to Local Law 34 of 2007, amending the City's Campaign Finance Law, the City established a computerized database containing the names of any "person" that has "business dealings with the city" as such terms are defined in the Local Law. For the purposes of the database, proposers are required to complete the attached Doing Business Data Form and return it with this -*proposal]* and should do so in a separate envelope. (If the proposer is a proposed joint venture, the entities that comprise the proposed joint venture must each complete a Data Form.) If the City determines that a proposer has failed to submit a Data Form or has submitted a Data Form that is not complete, the proposer will be notified by the Agency and will be given four (4) calendar days from receipt of notification to cure the specified deficiencies and return a complete Data Form to the Agency. Failure to do so will result in a determination that the *proposal* is non-responsive. Receipt of notification is defined as the day notice is e-mailed or faxed (if the proposer has provided an e-mail address or fax number), or no later than five (5) days from the date of mailing or upon delivery, if delivered.

E. Whistleblower Protection Expansion Act Rider

Local Law Nos. 30 and 33 of 2012, codified at sections 6-132 and 12-113 of the New York City Administrative Code, the Whistleblower Protection Expansion Act, protects employees of certain City contractors from adverse personnel action based on whistleblower activity relating to a City contract and requires contractors to post a notice informing employees of their rights. Please read Attachment E, the Whistleblower Protection Expansion Act Rider, carefully.

F. Food Guidelines

DOC might request the awardee fully follow the NYC Food Standards for Commissaries practicable.

(a) Pursuant to Local Law 50 of 2011, codified at section 6-130 of the New York City Administrative Code, the New York State Food Purchasing Guidelines, available at
New York State Food Purchasing Guidelines
shall apply to contracts valued at more than $100,000 for food or food-related services (e.g., catering), and to any contract for social services though which more than $100,000 of food would be purchased annually in fulfillment of the contract. The New York State Department of Agriculture & Markets list of food items available from New York State sources is also available at

Microsoft Word - New York State Foods Reference List 2007b.doc
(b) If the contract includes a requirement that the contractor supply food to program participants as a material part of the client services funded by the Agency then the contractor shall provide a healthy food environment in connection with the client services provided under the contract by complying with the attached New York City Agency Food Standards with regard to the provision of food to program participants under the contract, including compliance with the New York City Food Standards for beverage vending and food vending machines)for any vending machines to which program participants are granted access.

G. Compliance with the Iran Divestment Act

Pursuant to State Finance Law Section 165-a and General Municipal Law Section 103-g, the City is prohibited from entering into contracts with persons engaged in investment activities in the energy sector of Iran. Each proposer is required to complete the attached Bidders Certification of Compliance with the Iran Divestment Act, certifying that it is not on a list of entities engaged in investments activities in Iran created by the Commissioner of the NYS Office of General Services. If a proposer appears on that list, the Agency/Department will be able to award a contract to such proposer only in situations where the proposer is takings steps to cease its investments in Iran or where the proposer is a necessary sole source. Please refer to Attachment for information on the Iran Divestment Act required for this solicitation and instructions on how to complete the required form and to http://www.ogs.ny.gov/About/regs/ida.asp for additional information concerning the list of entities.

H. Subcontractor Compliance Notice

The selected vendor will be required to utilize the City's web-based system to identify all subcontractors in order to obtain subcontractor approval pursuant to PPB Rule section 4-13 and will also be required to enter all subcontractor payment information and other related information in such system during the contract term.
Please read Attachment J, the subcontractor compliance notice as it relates to competitive solicitations.

I. Compliance With Community Hiring Rider

Community Hiring, as authorized under Chapter 79 of the New York City Charter, is an initiative to set workforce goals on City procurement for contractors to employ low-income individuals and residents of economically disadvantaged communities. The Community Hiring Rules are hereby incorporated in this contract (Attachment G) by reference and all terms used herein shall have the meanings given such terms in the Community Hiring Rules. In the event of any conflict between the Community Hiring Rules and this Rider, the rules shall control. As of the execution of this Contract, the Contractor represents that it has read in its entirety and agrees to comply with the Community Hiring Rules.

J. Paid Sick Leave Law Contract Rider

The Earned Sick Time Act, also known as the Paid Sick Leave Law ("PSLL"), requires covered employees who annually perform more than 80 hours of work in New York City to be provided with paid sick time. Contractors of the City of New York [or of other governmental entities] may be required to provide sick time pursuant to the PSLL. The Paid Sick Leave Law Rider will be included in any contract awarded from this RFP and will incorporate the PSLL as a material term of such a contract. Please read Attachment M, Paid Sick Leave Law Contract Rider, carefully.

SECTION IV - FORMAT AND CONTENT OF THE PROPOSAL

Instructions: NOTICE TO ALL PROPOSERS: FAILURE TO COMPLETE THE "QUESTIONNAIRE" AND PRICE PROPOSAL IN PASSPORT WILL RESULT IN REJECTION OF YOUR PROPOSAL.

To submit a Full Complete Proposal Package, the proposer must complete all the required fields within the RFx Questionnaire and Item tabs in PASSPort:

QUESTIONNAIRE

a. Relevant Experience (35 Percent)

Experience section of the Questionnaire tab in PASSPort. This section will be evaluated based on the extent to which the proposer successfully demonstrates successful relevant experience as described in Section III.B of the RFP.

Upload the following required documents:

At least three (3) relevant letters of reference from different clients for whom work similar to that specified herein has been performed within the past five (5) years, and who can attest to the Proposer's experience and quality of services. Each letter must include the name of the reference entity, a brief statement describing the relationship between the proposer or proposed sub-contractor, as applicable, and the reference entity, and the name, title, and telephone number of a contact person at the reference entity, for the proposer and each proposed sub-contractor, if any.

b. Organizational Capability (30 Percent)

Organizational Capability section of the Questionnaire tab in PASSPort. This section will be evaluated based on the effectiveness of the proposer's organizational capability criteria to providing the services as described in Section III.B of the RFP.

c. Quality of Proposed Approach (25 Percent)

Approach section of the Questionnaire tab in PASSPort. This section will be evaluated based on the effectiveness of the proposer's proposed approach to providing the services as described in Section III.B of the RFP.

d. Cost of Price Proposal (10 Percent)

Proposers shall submit their list of items and unit prices as part of their submission. Attached you will find a set list of item categories including specific item types that must be provided to the Department's population. (Attachment B).

SECTION V - PROPOSAL EVALUATION AND CONTRACT AWARD PROCEDURES

A. Evaluation Procedures

All proposals received by the Department will be reviewed to determine whether they are responsive to the requirements of this Request for Proposals (RFP). Proposals determined to be non-responsive will be rejected and will not receive further consideration.
All proposals deemed responsive will be evaluated by the Department's Evaluation Committee in accordance with the evaluation criteria set forth herein.

Technical proposals will be evaluated first. The Evaluation Committee will score technical proposals based on the following weighted criteria: evaluation criteria set forth below.

Proposals scores will be calculated on a 100-point scale. Technical proposals will be weighed to a maximum of 90 points. Proposals must achieve a minimum technical score of 70 points (out of 90) **to be considered acceptable and eligible. Only those proposals meeting the minimum technical threshold will have their cost proposals evaluated.**

Cost proposals will be evaluated separately and assigned a maximum of 10 points. Cost scores will be calculated using the following formula: (Lowest Cost Proposal ÷ Proposer's Cost) × 10

The final score for each proposal will be calculated by adding the Technical Score (maximum 90 points) and the Cost Score (maximum 10 points), for a total maximum score of 100 points.

Proposals will be ranked from highest to lowest total score. Award will be given to the proposer responsible whose proposal is determined to provide the best value to the Department, taking into consideration both technical merit and cost.

In the event of a tie in final scores, the proposal with the higher technical score will receive the higher ranking. If a tie persists, the agency will evaluate price/cost and award the higher ranking to the responsive and responsible proposer with the lowest proposed cost. Additionally, If the technical scores and costs remain identical, the Agency Chief Contracting Officer (ACCO) will break the tie by applying the standard PPB order of priority. In the event that vendors are identical across all the above criteria, a drawing of lots (conducted by the ACCO and witnessed by the tied bidders) will serve as the final resolution method as prescribed by PPB Rule § 3-02(p)

The Department reserves the right, at its sole discretion, to conduct site visits; require oral presentations, demonstrations, or submission of samples; and/or request Best and Final Offers (BAFOs), as deemed necessary. The Department may, but is not obligated to, conduct discussions with proposers whose proposals are determined to be reasonably susceptible to being selected for award. However, the Department reserves the right to make an award based on initial proposals received, without discussion. Accordingly, proposers are advised to submit their best technical and cost proposals initially.

B. Evaluation Criteria

Demonstrated Quantity and Quality of Successful Relevant Experience	35%
Demonstrated Level of Organizational Capability	30%
Quality of Proposed Approach	25%
Cost of Proposed Approach (Cost Proposal)	10%
Maximum Total	**100%**

C. Basis for Contract Award.

A contract award will be given to the proposer responsible whose proposal is determined to be the most advantageous to the City, taking into consideration both technical and cost, as evaluated in accordance with the criteria set forth in this RFP. The contract will be awarded to the proposer receiving the highest total score (Technical Score plus Cost Score), for a maximum possible score of 100 points. The contract award shall be subject to the timely completion of contract negotiations between the Department and the selected proposers, as well as a determination of the proposer's responsibility.

SECTION VI: GENERAL INFORMATION TO PROPOSERS

A. Complaints. The New York City Comptroller is charged with the audit of contracts in New York City. Any proposer who believes that there has been unfairness, favoritism, or impropriety in the proposal process should inform the Comptroller, Office of Contract Administration, 1 Centre Street, Room 1005, New York, NY 10007; contract@comptroller.nyc.gov, or at (212) 669-2323. In addition, the New York City Department of Investigation should be informed of such complaints at its Investigations Division, 80 Maiden Lane, New York, NY 10038; the telephone number is (212) 825-5959.

B. Applicable Laws. This Request for Proposals and the resulting contract award(s), if any, unless otherwise stated, are subject to all applicable provisions of New York State Law, the New York City Administrative Code, New York City Charter and New York City Procurement Policy Board (PPB) Rules. A copy of the PPB Rules may be obtained by contacting the PPB at (212) 788-0010 or at: http://www.nyc.gov/html/mocs/ppb/html/home/home.shtml.

C. General Contract Provisions. Contracts shall be subject to New York City's general contract provisions, in substantially the form that they appear in "Appendix A—General Provisions Governing Contracts for Consultants, Professional and Technical Services" or, if the Agency utilizes other than the formal Appendix A, in substantially the form that they appear in the Agency's general contract provisions. A copy of the applicable document is available through the Authorized Agency Contact Person.

D. Contract Award. Contract award is subject to each of the following applicable conditions and any others that may apply: New York City Fair Share Criteria; New York City MacBride Principles Law; submission by the proposer of the requisite New York City Department of Business Services/Division of Labor Services Employment Report and certification by that office; submission by the proposer of the requisite Procurement and Sourcing Solutions Portal (PASSPort) online disclosure process and review of the information contained therein by the New York City Department of Investigation; all other required oversight approvals; applicable provisions of federal, state and local laws and executive orders requiring affirmative action and equal employment opportunity; and Section 6-108.1 of the New York City Administrative Code relating to the Local Based Enterprises program and its implementation rules.

Procurement and Sourcing Solutions Portal (PASSPort) Disclosure Filing (formerly known as Proposer Information Exchange System (VENDEX) Forms or Certificate of No Change).

All organizations intending to do business with the City of New York should complete an online disclosure process to be considered for a contract. This disclosure process was formerly completed using Proposer Information Exchange System (VENDEX) paper-based forms. In anticipation of awards, proposers must create online accounts in the new Procurement and Sourcing Solutions Portal (PASSPort) and file all disclosure information. Paper submissions, including certifications of no changes to existing VENDEX packages, will not be accepted in lieu of complete online filings. For more information about PASSPort, please visit nyc.gov/passport.

E. Proposer Appeal Rights. Pursuant to New York City's Procurement Policy Board Rules, proposers have the right to appeal Agency non-responsiveness determinations and Agency non-responsibility determinations and to protest an Agency's determination regarding the solicitation or award of a contract.

F. Multi-Year Contracts. Multi-year contracts are subject to modification or cancellation if adequate funds are not appropriated to the Agency to support continuation of performance in any City fiscal year succeeding the first fiscal year and/or if the contractor's performance is not satisfactory. The Agency will notify the contractor as soon as is practicable that the funds are, or are not, available for the continuation of the multi-year contract for each succeeding City fiscal year. In the event of cancellation, the contractor will be reimbursed for those costs,

if any, which are so provided for in the contract.

G. Prompt Payment Policy. Pursuant to the New York City's Procurement Policy Board Rules, it is the policy of the City to process contract payments efficiently and expeditiously.

H. Prices Irrevocable. Prices proposed by the proposer shall be irrevocable until contract award, unless the proposal is withdrawn. Proposals may only be withdrawn by submitting a written request to the Agency prior to contract award but after the expiration of 90 days after the opening of proposals. This should not limit the discretion of the Agency to request proposers to revise proposed prices through the submission of best and final offers and/or the conduct of negotiations.

I. Confidential, Proprietary Information or Trade Secrets. Proposers should give specific attention to the identification of those portions of their proposals that they deem to be confidential, proprietary information or trade secrets and provide any justification of why such materials, upon request, should not be disclosed by the City. Such information must be easily separable from the non-confidential sections of the proposal. All information not so identified may be disclosed by the City.

J. RFP Postponement/Cancellation. The Agency reserves the right to postpone or cancel this RFP, in whole or in part, and to reject all proposals.

K. Proposer Costs. Proposers will not be reimbursed for any costs incurred to prepare proposals.

L. PASSPort Fees. Pursuant to PPB Rule 2-08(f)(2), the contractor will be charged a fee for the administration of the PASSPort system, including the Proposer Name Check Process, if a Proposer Name Check review is required to be conducted by the Department of Investigation. The contractor shall also be required to pay the applicable fees for any of its subcontractors for which Proposer Name Check reviews are required. The fee(s) will be deducted from payments made to the contractor under the contract. For contracts with an estimated value of less than or equal to $1,000,000, the fee will be $175. For contracts with an estimated value of greater than $1,000,000, the fee will be $350. The estimated value for each contract resulting from this RFP is estimated to be (less than or equal to $1million) (above $1million).

M. Charter Section 312(a) Certification. [IF APPLICABLE]

_____ The Agency has determined that the contract(s) to be awarded through this Request for Proposals will not result in the displacement of any New York City employee within this Agency. See attached Displacement Determination Form.

_____ The Agency has determined that the contract(s) to be awarded through this Request for Proposals will result in the displacement of New York City employee(s) within this Agency. See attached Displacement Determination Form.

_____ The contract to be awarded through this Request for Proposals is a task order contract that does not simultaneously result in the award of a first task order; a displacement determination will be made in conjunction with the issuance of each task order pursuant to such task order contract. Determinations for any subsequent task orders will be made in conjunction with such subsequent task orders.

_____ ___ _____

Commissioner/Agency Chief Contracting Officer/Designee Date