1. INTENT

1.1. **Background**

1.1.1. Department of Correction & Rehabilitation (DOCR) operates three detention facilities: the Montgomery County Detention Center (MCDC) located at 1307 Seven Locks Road, Rockville, Maryland 20854, the Montgomery County Correctional Facility (MCCF) at 22880 Whelan Lane, Boyds, Maryland 20841, and Community Corrections (CC) at11651 Nebel Street Rockville, Maryland 20852.

1.1.2. The following data is provided for informational purposes and must not be construed as a guarantee:

- Average number of bookings in calendar year 2025 was 3,000.
- Average daily population in calendar year 2025 across all facilities was 965.
- Commissary sales averaged $1,172,667.00 annually between 2023 and 2025.

1.2. **RFP Goals**

1.2.1. Montgomery County, Maryland (referred to as “the County”) needs an experienced and qualified provider of an inmate commissary system that provides goods appropriate for a correctional institution, and GAAP compliant accounting application for managing inmate funds. The system must include all software, hardware, network, installation, security, access controls, maintenance and support.

2. SCOPE OF WORK

2.1. **Technical Specifications**

2.1.1. The commissary and accounting software must function on the County’s Microsoft platform with antivirus software running across the full functionality of the accounting system. The accounting software must accommodate at least 2,000 active inmate accounts, at least 30,000 inactive inmate accounts, and a minimum of 100 users. The system must follow the County’s Information Security Policy as described in Montgomery County Administrative Procedure AP 6-7.

2.1.2. The recommended configuration for the Contractor’s support PC is:

- Client PC: CPU: Intel Core Ultra 5 225, 10 cores or above, Memory: 16GB or above recommended
- If Software requires Java, it should be able to work with latest version of Java
- Supported Browsers on Windows Platforms: Microsoft Edge (latest version), Chrome (latest version) or Firefox (latest version).
- If any part of the accounting software relies on any Microsoft products including but not limited to MS Visual C++, it should be able to work with the latest version of that product to adhere Montgomery County Security guidelines.

2.1.3. All software installed and all systems attaching to County communication services must be free of viruses. Prior to accessing and installing software within the County environment, the Contractor must comply with anti-virus software licenses, and document and provide the County the virus scanning procedures that the Contractor will utilize.

2.1.4. The Contractor must provide a computerized Inmate Accounting Software System, that adheres to generally accepted accounting principles and is capable of being audited by the County. The Inmate Trust Fund Accounting Software System must be approved by the County’s Finance Manager and the DOCR IT Manager or designee.

2.1.5. The software must be windows based with a relational database SQL or Oracle platform. The system must have the capability to operate on a network of PC's running Windows 11 operating system. The accounting software system (software and hardware) must be capable of handling all accounting functions of the commissary operation.

2.1.6. The commissary and accounting software must include a security system to create user account on the windows server

2.1.7. The Contractor is responsible to perform proper periodic and timely backup of the system. The Contractor must back-up and maintain all data on site. In order to protect the sensitive nature of the inmates' information, the Contractor must not perform offsite data backups.

2.2. **Commissary System Hardware**

2.2.1. Contractor must provide, install, and maintain all equipment for the County's current and future needs at no cost to the County. All equipment must be new and fully operational at the start of services. The Contractor will retain ownership of all equipment for the duration and after the expiration of the contract term. The current complement of equipment is as follows:

- 23 kiosks (2 deposit, 2 booking, 16 stationary and 3 mobile housing) running on Window 11 or higher
- 1 high-end desktop computer running Antivirus Software for use as a web server (not applicable if Contractor has a Cloud solution)
- 1 Windows server with UPS backup (not applicable if Contractor has a Cloud solution)
- 4 PC Workstations running on Window 11 or higher 4 laser printers

2.2.2. Kiosks must be suitable for use in a correctional facility and minimally meet the following:

- Must be indestructible with steel encased housings that are tamperproof waterproof, fireproof and shockproof keypads.
- Securely mounted to the floor or wall with the appropriate wiring and cables in areas designated by the County.
- Compatible with existing power and network installations
- Must have a separate network from the County's network

2.3. **Inmate Account Management and Funding**

2.3.1. The Contractor must provide a method of establishing, funding, and managing inmate accounts. The Contractor's must enable the funding of inmate accounts through designated deposit or booking kiosks and a web-based application. The Contractor's kiosks must provide information available in English and Spanish languages. The booking kiosks are primarily used to establish and maintain inmate accounts and must meet the following requirements:

- Must restrict access to only authorized persons
- Must accept cash in all denominations and coins once the detainee's account is opened.
- Must recognize and reject counterfeit bills and coins
- Must have a drop slot to manually insert money.

- Must be capable of opening an account with a zero-beginning balance.
- Must alert the user opening a new account of a skipped or out of sequence I.D number so that the action can be corrected.
- Must interface with the commissary system's accounting software in real-time to allow Central Processing Unit (CPU) at the time of booking to open an individual trust fund (ITF) account, and enter the amount of money in the inmate's possession
- Must include the inmate's DOCR ID number, date, amount, timestamp, workstation ID, Officer ID, description and receipt number on each inmate account transaction.
- Must print receipts after each transaction without requiring additional confirmation
- Must print on standard laser printers.
- Must track deposits by a specified time period and during each shift and clear deposits at the end of each shift
- Provide a complete audit trail of all transactions including the ability to track balances through repeated incarcerations of the same inmate.
- Must be able to balances through repeat incarcerations of the same inmate.

2.3.2. Deposit kiosks, which are located the lobbies of the DOCR facilities must be available 24 hours per day, 7 days per week, 365 days per year. Deposits must be electronically transferred into the County's designated financial account via ACH transmittals and must post to the Inmate trust fund account in real-time. The Contractor is responsible for all fees associated with interfacing with the accounting system. The deposit kiosks must:

- Provide visual and audible instructions for ADA compliance.
- Accept cash, credit and debit card deposits and provide a receipt for each transaction that includes the inmate account that received the deposit
- Take a photo of depositor and record the depositor's identification and contact information.
- Must recognize and reject counterfeit bills, coins and must be PCI Compliant

2.3.3. Contractor must provide other deposit methods such as a secure internet website and a call-in phone option. These alternative deposit methods must be available in English and Spanish languages and include customer support services. Each method must deposit funds directly to an inmate's account and be linked with the Contractor's software so that the deposits are electronically transferred and posted to the inmate's account in real time

2.3.4. The Contractor shall use its bank of choice to process all credit and debit card transactions and is responsible for the integrity of the deposit service in processing credit and debit card transactions. The Contractor must guarantee all funds deposited using the methods listed for each inmate and are liable for fraudulent or cancelled payments.

2.3.5. Contractor must satisfy the County's Payment Card Industry (PCI) compliance requirements as set forth in its PCI Addendum for RFPs located here: https://www.montgomerycountymd.gov/finance/resources/files/PCI-Addendum-for-RFPs-numbered.pdf The Contractor must ensure that all of its subcontractors involved in processing credit and debit card transactions are PCI compliant and maintain PCI compliance throughout the term of Contractor's provision of this service to the County. Prior to Contract execution, and during the entirety of the Contract Term, the proposed Contractor's solution is subject to the County's PCI compliance assessment.

2.3.6. The Contractor must work with the depositor to resolve discrepancies claimed by the depositor. The Contractor may request the intervention of the County if it will help resolve the situation between the Contractor and the depositor.

2.4. **Account utilization and administrative tools and applications**

2.4.1. The County uses kiosks in the housing units to enable inmates to access their accounts, access the commissary system to order commissary goods, and services, view their account balances and history. The housing unit kiosks must:

- Display a screen that instructs the inmate on how to access into the housing unit kiosk.
- Require the inmate to enter their facility identification number and create a unique PIN number.
- Allow the County to change the PIN number at any time to a default pin number to prompt the inmate to change their PIN # at their next log in.
- Have touch screen display for selections and data entry
- Must provide full system information in both English and Spanish languages
- Allow an inmate to look up their account transaction history and current balance. All debit and credit transaction information must be displayed to the inmate each time.
- Allow display product images and pricing when ordering commissary goods and when confirming the purchase of the items selected.
- Allow inmate to order haircut, beard trim and beautician services.

2.4.2. Housing unit kiosk must provide additional applications to facilitate administrative services at no cost to the inmate or County. Users should be able to access all content applications easily. All questions, requests for services and responses must be retained and accessible chronologically and exportable as needed. Administrative and service functions must include:

- Customized facility content such as information about the facility and announcements.
- Required user acknowledgement for inmate handbook, orientation video, and other static content. System must provide for inmate acknowledgement and digital signatures or equivalent.
- Available customized content formats that include MS Word, PDF, Power Point, JPEG, MP3, and MP4 or comparable formats.
    - Customized digital forms, requests, and administrative grievance forms.
    - https://www.montgomerycountymd.gov/finance/resources/files/PCI-Addendum-for-RFPs-numbered.pdf .
- PREA Information and Reporting
    - System must provide a function for inmates to report any concerns to designated staff and a real time notification function whenever a report is submitted.
    - System must include option for customized content by facility staff requiring user acknowledgement.
- Social media and entertainment-based applications such as movies and videos, music and games are not in scope for this RFP and must not be enabled.

2.5. **Commissary Accounting Applications**

2.5.1. Contractor must provide an integrated banking and accounting software applications with security and access controls, licenses, maintenance, and support services that can accommodate at least 100 users, 2,000 active inmate accounts and at least 30,000 inactive inmate accounts.

2.5.2. The Contractor must Implement and test all software. The Contractor must work with the County's current provider to ensure a seamless transition with minimal service downtime. The Contractor must assist the County with the initial set-up and provide all documentation within 30 days of contract award and execution.

2.5.3. The Contractor's software must reside on the same workstation with the County's jail management application. The software should be capable of being minimized in a Windows environment and allow toggling between programs or without needing to close.

2.5.4. The banking system must include features/tools to securely and accurately manage inmate monies. The system must include authentication and access controls and allow for at least the following functionality and types of transactions.

- Authorization and Access Controls:
  - Allow the creation of independent user authorization IDs with user defined roles and permissions that can be controlled and managed by the DOCR.
  - Allow the ability to designate inmate accounts with an indigent status and prohibit limit access to permissible goods and services defined by the DOCR.
  - Application idle timeouts without automated logoff.
  - Independent workstation authorizations that can be added to workstation groups to limit activities in sensitive areas such as cash-handling, and check writing.
  - Inquiry only modes to prevent unauthorized updates to inmate and /or General Ledger Accounts.
  - Each financial transaction retains the user ID, station ID, timestamp and unique numeric record key.
  - Accept imports of inmate information from Jail Management System
  - Provide on-screen help videos for common functions.
  - Allow on-screen viewing of inmate transaction receipts without printing.
  - Allow user-definable strong passwords with minimum length and use of numbers, symbols, and letters.

- Transaction Controls
  - Ability to set out of range transaction warnings.
  - Ability to apply holds to suspect deposits.
  - Pending commissary order amounts reserved to avoid over-spending limits
  - Automated account close features to avoid errors in applying closing amounts.
  - Automatically deduct a defined portion of incoming inmate deposits to satisfy inmate debts and court ordered payments.
  - Allow users to create new inmate debts. (medical fees, shower shoes, misc. etc.)
  - Allow users to void inmate debts. If money has been collected on the debt, even over the course of several weeks, the system should refund all monies collected if the debt is voided. This must be accomplished without vendor assistance.
  - Allow users to write off debts or portions of debts.
  - Allow predefined transaction amounts and comments to be entered for recurring transactions.
  - Allow the creation of new inmate scheduled payments with payment frequencies including daily, weekly, and monthly.
  - Allow releases of inmate funds by cash, check, or debit card.

- Allow multiple methods of releasing inmate funds (e.g., a portion in debit cards and remainder in a check).
- Allow group releases of inmates being transferred between facilities with a single check.
- Allow searching for inmates by inmate ID or last name.
- Have the capability to display inmate photo when editing an inmate account.
- Allow tracking of property items such as radios which have been purchased by inmates via commissary
- Allow restriction of commissary purchases based on an inmate's property items. (For example, batteries may not be purchased unless an inmate has a radio in his property).
- Include manual transaction data entry warnings if a duplicate money receipt or billing transaction is suspected by the system.

2.5.5. The banking application must include other features and functionality for the management of an Inmate Trust Fund to include the following:

- The ability to handle bail/bond transactions in the same system by a separate accounting file from the ITF.
- Allow for fee charges to be made to inmate's account that has no money for unpaid fees for services/products received to facilitate collection on such account in the future.
- Ability for staff to review an individual commissary orders order at any given date and time.
- Ability to generate a duplicate receipt. The receipt when used for bail payment should identify the individual(s) providing the funds.
- Allow for notes to be entered into the inmate's account and for retrieval of the notes for viewing or to print.
- Maintain individual inmate accounts identified by the inmate's name, DOCR ID number, temporary MCPID number, and permanent MCPID number. The system must allow sorting of inmate account by any of these identifiers.
- Provide the option to close an inmate's account with a debit release card, check or combination of both and provide a detailed statement of the transaction.
- Ability to reopen or reactivate an existing account, utilizing the same inmate ID number after the account has been closed.

2.5.6. The banking application must allow the establishment of an account to track debits and credits to the Trust Fund not directly related to an individual inmate (e.g., deposit of funds into the checking account to cover bank service charges).

2.5.7. The banking application must have comprehensive reconciliation management features to include:

- Ability to update check status to cleared, void, expired.
- Positive paycheck issue transfer to allow bank to flag possibly fraudulent checks.
- Online query capabilities including dollar ranges, date ranges, check number ranges, payee search, and transaction type.
- Automated bank to book reconciliation with the ability to record and retain bank opening and closing balances and dates documents cleared, bank charges and credits.

2.5.8. The banking application must provide a payroll module for inmate accounts that allows for a “start date” and “stop date” to be entered for each inmate worker. The module must derive the actual number of days worked and calculate the corresponding amount of pay for each inmate. The payroll module must calculate payments on a weekly basis for inmates released mid-week or month. For payroll report purposes, the system should allow for the inmate’s data to be updated with the approximate release date. The system module must generate and print a pre-posting payroll report to allow for corrections before the final posting of the payroll. Payroll reports can be a categorized detail report or a summary report. The report must include but not be limited to the payee’s name, period being paid, and amount paid.

2.5.9. Contractor must provide a method of directly releasing inmate funds onto a debit card with minimal effort to include the following requirements:

- Debit Release Cards must carry the MasterCard® or Visa® logo.
- Debit Release Card must be FDIC insured.
- Service must provide immediate access to funds.
- Debit Release Card must provide the ability to make both PIN-based and signature-based transactions.
- Both PIN-based and signature-based transactions must be free of charge to the released person/cardholder.
- Debit Release Card must allow for the first ATM withdrawal by the released person/cardholder to be free of charge within a given time ex. 72 hours
- Debit Release Card must have a toll-free customer service number located on the card. Customer service must be bilingual and accessible 24 hours a day, 365 days a year.
- Debit Release Cards must provide 24 X 7 X 365 account access.
- The County’s designated staff must be provided access to a secure website to load the inmate funds onto a Debit Release Card.
- The Contractor must provide a card swipe to facilitate the County’s designated staff to populate the debit card number on the website to reduce human error.
- The County must have access to reporting needs 24 x7x365 via the secure website.
- At no additional cost/fee to the released person/cardholder, they must be able to activate the card through a toll-free phone number and a secure website.
- Released persons must have the option to register their card with the Card Provider upon activation so that in the event it gets lost, the cardholder can report a lost or defective card to the Provider, and the provider can de-activate the card and send the released person/cardholder the remaining balance on the card at the time of deactivation.
- The Contractor must provide an inventory (to be determined) of Debit Release Cards to the County for use when releasing inmates with account balances.
- Alternative service points- Contractor to provide an option for the released inmate to convert the released card into a permanent re-loadable debit card. The permanent card to offer the following:
- Free direct deposit
- Free cell phone and email account activity alerts
- Free real-time account management and transaction reporting online

2.5.10. The Contractor must provide the County’s designated staff with username and password

- To view, download, monitor, and investigate payments;

- To download payment files and monthly reports;
- To export a report listing of all inmates eligible for indigent services per criteria determined by the County.

2.5.11. The Contractor shall provide an accounting software that adheres to generally accepted accounting principles and capable of being audited by the County. The accounting software must be approved by the County's Finance Director, IT Manager and designees. The accounting software must include the following components:

- Real- Time General Ledger
  - The software must provide an unlimited number of user defined accounting transactions and an unlimited number of defined General Ledger Accounts. This enables the establishment of both a Chart of Accounts and standardized transaction events that affect these accounts, including adjusting and closing entries, transfers from subsidiary ledger accounts to General Ledger Accounts, clearing accounts that can accept closing entries at the end of an accounting period.
  - The General Ledger must track all transactions entered into the system. All journals (Cash Receipt Journal, Account Receivable Journal, Account Payable Journal, and General Journal) must automatically post to the General Ledger.
  - Using the trial balance features of the General Ledger, transactions must be capable of being grouped and reported on for any time span, including accounting periods, asynchronous to common calendar spans such as months and years.
  - The system shall adhere to generally accepted accounting principles and provide a complete audit trail of all transactions. Audit trail reports should include operator identification, date of all entries, and updates to records.

- Cash Receipt Journal to track all deposits made to inmates' accounts. The system must provide reports specified by the County, including, but not limited to daily transaction summary report, cash reconciliation capabilities, proof of cash report, consolidated reports of commissary orders for verification of goods delivered.

- Account Receivable Journal to record and keep track of all outstanding monies owned by each and all inmates for goods and services received. The system should allow for recoverable transactions and inmate debts to include but not limited to the following:
  - Allow any number of user-defined recoverable transactions (including but not limited to indigent purchases) to an inmates account when the inmate does not have funds to make payment for the charge.
  - Allow a receivable account for each inmate and track negative balance until such balance is paid in full.
  - Allow options to automatically collect a percentage of incoming funds to pay for existing inmate obligations
  - Allow or provide alternative debt collection features with the ability to print debt letters for mailing to former inmates and sending uncollected debt collection agencies

- Account Payable Journal to record all payments made from inmates' accounts and the Inmate Profit Account. The system must have comprehensive checkbook management features to include:

- The ability to write a check from an inmate's account to a third party.
- The ability to write a check crediting multiple inmates for services (ex., - a single check to the barber for haircut and styling services to several inmates, or a check to the Courts for bail purposes).
- The ability to void, correct and add manually written checks.
- Capable to print a check registry, outstanding check registry and reports based on multiple criteria which can be queried (to include the check date, check number, check payee and check amount) by County staff.
- The ability to detail the charges to inmates for services such as haircuts or medical expenses.

2.6. **Service Requirements – Installation and Maintenance**

2.6.1. The Contractor is responsible for the purchase, installation, removal, and disposal of all equipment at no cost to the County, inclusive of additional equipment as needed for any future expansion of housing units while the contract is in effect.

2.6.2. The Contractor is responsible for testing and implementing of all commissary system software and hardware. All technical support and maintenance must be provided by the Contractor and must not be provided by a third party.

2.6.3. The Contractor must repair any damage to the County's property that occurred as a result of the installation or removal of equipment. Repairs are at the Contractor's own expense and must be completed within (30) calendar days upon notice by the County.

2.6.4. The Contractor must work with the County's current provider to ensure a seamless transition with minimal service downtime. The Contractor must oversee and assist the County with the initial set-up and provide all documentation within 30 days of contract effective date.

2.6.5. The Contractor must, at no cost to the County train the correctional, IT, and Inmate Accounting staff. This will include training for designated correctional and administrative staff in maintaining inmate accounts on the Contractor's software and hardware.

2.6.6. The Contractor must convert all data from the existing commissary system to the Contractor's system All information must be transferred in approximately the same format, i.e. haircut fee to haircut fee, showing all line items that were listed before. Contractor's.

2.6.7. The Contractor is responsible to perform proper periodic and timely backup of the system. The Contractor must back-up and maintain all data on site. In order to protect the sensitive nature of the inmates' information, the Contractor must not perform offsite data backups.

2.6.8. The Contractor is responsible to maintain the commissary system to include all software and associated hardware, network connections, and day-to-day operations, backups and disaster recovery. Maintenance includes but is not limited to resolving all server and Inmate Trust Fund Accounting Software System issues, and the repair or replacement of hardware as required at no cost to the County. The Contractor must be available 24

hours a day, 7 days a week, for service calls and agrees to diagnose problems, determine proper solutions and provide:

- The implementation of any required solutions, changes, modifications, updates or other services which are necessary to allow the software, hardware and any other commissary equipment to perform in accordance with the specifications in this RFP.
- Upgrade the software and hardware to its required performance standards as required in the RFP.
- Contractor must have dedicated support to provide on-site maintenance as required. Additional support options must include an 800 number that must route to a live person.

2.6.9. Maintenance will be performed remotely whenever possible using the County Pulse Security VPN solution and on-site, if necessary. Client-side policy enforcement with the County VPN solution will be mandatory for Contractor personnel and if the PC attempting to access the County network does not meet the current host policy the access will be denied. Remote access is to be coordinated through the County's DOCR IT Manager. The Contractor is responsible for maintaining a dial-in service to appropriate systems. When recommending or performing future software upgrades and repairs, the Contractor must inform the County's DOCR IT Manager of potential impacts on the existing hardware and operating system configurations. Specifically, the Contractor must notify the County in advance that software enhancements will require modifications to workstation configurations. Future software upgrades and repairs shall not adversely impact existing hardware and operating system configurations or operation.

2.7. **Commissary Services**

2.7.1. The Contractor must provide commissary goods as approved by the County for purchase by inmates and the DOCR. The primary method of ordering shall be through the Contractor's kiosks; however, the Contractor must have a parallel paper ordering written in English and Spanish. The paper ordering system must be available in facility housing units that cannot operationally support a Kiosk.

2.7.2. The Contractor must provide a comprehensive list of products ("menu") with suggested retail prices that include all costs to provide goods and services. The commissary menu must include hygiene products, writing materials, games, snacks, candies, and a limited selection of clothing items. The Contractor must provide the menu in PDF that lists items and includes visual pictures. The menu must be identical for inmates and others ordering on behalf of the inmate across all kiosks and online ordering.

2.7.3. The menu must show the suggested retail prices, the commission to the County, and gross profit on the sale. Prices are to be at "fair market value" and established from pricing information obtained from the Washington-Arlington-Alexandria, DC-VA-MD-WV Metropolitan area. The County reserves the right to determine the final retail selling prices of commissary items. See Appendix 1 for a listing of the current products and pricing.

2.7.4. Commissary services must include a custom menu with unique identifiers for the purchase of indigent goods and other paid services as defined by the DOCR. Appendix 2 lists the minimum items to be included and subject to change by the DOCR.

Commissary system must deduct paid services from the inmate's account. system must verify fund availability prior to confirming the service request and must not allow an inmate classified as indigent to purchase paid services.

2.7.5. The Contractor and designated DOCR personnel must mutually agree on the menu items to include for purchase by inmates and by the DOCR. The Contractor must notify the designated DOCR personnel about new products and product shortages as soon as the Contractor is informed. Any changes / substitutions to the commissary menu require prior approval in writing by designated DOCR personnel. The DOCR shall have fourteen (14) days to accept or refuse the changes.

2.7.6. The Contractor must identify commissary items that are considered non-refundable. The DOCR considers undergarments as nonrefundable and ineligible for exchanges. For all other nonrefundable items, the Contractor must specify if the items are eligible for exchange and the associated terms. For nonrefundable items that are delivered and don't match the description or if the item is defective, the Contractor must offer a refund in lieu of an exchange if requested.

2.7.7. Contractor must package commissary orders in individual, clear, heat-sealed tamper-proof plastic packages that allow for easy inspection of the contents. All packaged commissary orders will be inspected by Correctional Staff prior to delivery to prevent distribution of unauthorized items. Two (2) copies of the order receipt must be sealed inside the package for each order. The receipt must contain the following information:

- Inmate's name, location, and identification number
- Item(s) description
- Quantity ordered and the total amount of the order
- Beginning and ending account balance
- Signature line for the inmate on the verification sheet

2.7.8. The Contractor must provide distribution services on a schedule approved by the County. The Contractor shall provide sufficient personnel to deliver commissary orders to inmates housing units. A single weekend delivery day on Saturdays must be established at each facility (MCCF and MCDC) between the hours of 8:00 A.M. and 4:00 P.M. The County reserves the right to modify the frequency and timing of the schedule. The Contractor may observe the following National Holidays: New Year's Day, Independence Day, Memorial Day, Labor Day, Thanksgiving, and Christmas. If delivery is scheduled on an established holiday, the Contractor and the County will agree upon an alternate delivery day.

2.7.9. The Contractor must ensure that all food items are wrapped/packaged and dated for individual consumption; that all containers are made of non-breakable (no glass or metal) materials; combs and hair picks shall be made of unbreakable plastic and no longer than six (6) inches; All consumable products must be nonalcoholic (mouthwash, etc.) or must not contain CDS-based chemicals.

2.7.10. The Contractor must have security measures to ensure that contraband is not included in orders or shipped with commissary packages. The Contractor's policy and procedures must include warehouse facility audits for a minimum of ten percent (10%) of all orders

packaged each week for accuracy. The County reserves the right at any time to request copies of the weekly audits from the Contractor.

2.7.11. All goods, supplies, and equipment must be located at the Contractor's facility until ordered. The County will not provide storage of goods or equipment on site. The Contractor must provide closed carts for the commissary delivery. The carts must be lockable and prevent items from being seen or reached when the cart is locked. The Contractor is responsible to ensure the delivery carts fit through all areas of the DOCR facilities as needed. The County must approve the carts.

2.7.12. All facility envelopes sold will be pre-stamped by the Contractor with the statement "Mailed From" with the appropriate facility address on the back of the envelope. This will be completed in letters at least ¼ inch in print.

2.7.13. The Contractor must be able to restrict commissary orders as deemed necessary by the County for the effective, safe, and secure operation of the detention facilities, staff and inmates. Restrictions may be as follows:

- Order form assignment based on housing/location (e.g. disciplinary)
- Order form spending group limit
- Order form maximum spending limit
- Item category maximum spending limit
- Item maximum time quantity
- Item maximum quantity
- Inmate's status (i.e. indigent)
- Item status (for indigents use only)
- Inmate's age
- Inmate's available balance
- Inmate's gender

2.7.14. The Contractor must maintain sufficient stock levels in order to limit shortages. The Contractor shall not substitute and must have an order fill rate of 98% or greater. The inmate population is not static and changes very rapidly. The County requires a 98% or greater completed order percentage to reduce the number of credits and accounting problems, and for inmates that have been released during order processing. Back orders will not be allowed. After an initial start-up (3 month) period, failure to maintain a 98% or greater than completed order percentage on an average basis may, at County's option, be cause for contract termination.

2.7.15. The Contractor must provide special packages for the County's indigent inmates. These goods must have a unique item number in the menu that the DOCR or inmate can purchase. The indigent packages will contain pre-stamped envelopes, paper, security pen and such items as agreed upon by the Contractor and the County. The content of this package is subject to change at the discretion of the County. See appendix 2 for a list of items in the current indigent packages.

2.7.16. The Contractor must provide credits for non-delivery of products due to releases, transfers, or computer posting errors, to inmates' accounts on the day of delivery, prior to departure from the facilities. The Contractor must resolve discrepancies in delivery orders within twenty-four (24) hours (i.e., damaged products, expired "good 'til" dates,

etc.). The Contractor must provide the DOCR designated staff a forty-eight (48) hour administrative window to validate and ensure all reconciled funds and verified credits are fully accessible to the inmate profile. The administrative window begins from the time the Contractor's staff leaves the site to finalize the transaction in the commissary system.

2.7.17. The Contractor's commissary software must be directly linked to the Contractor's host billing system so that purchases and credits posted in the commissary system will automatically generate the Contractor's invoices and credits.

2.7.18. The Contractor must provide to the County all signed and unsigned commissary receipts within 24-hours after commissary delivery. Signed receipts will be used to verify sales and Contractor's invoice amount. Unsigned receipts will be used to verify credits applied to inmates' accounts. The Contractor must also provide weekly and monthly sales reports as supporting documentation with the weekly invoice.

2.7.19. The Contractor shall on a weekly basis submit a sales invoice and correlating credit memo. This weekly invoice will include that week's completed orders and detail the amount of the inmate gross sales for the week. A check will be issued monthly by the County from the Inmate Trust Fund once invoices and credit memo have been verified for accuracy.

2.7.20. Gross (sales) receipts shall be construed to be all monies received from the sales of merchandise, products, or services; less any refunds, allowances, adjustments for returns, defective or unsatisfactory merchandise, products, or services. These items must be detailed on the weekly sales invoice and credit memo. The Contractor must submit a weekly sales report that includes the prior week's completed order percentage (Fill Rate).

2.8. **Commission Structure**

2.8.1. The costs related to the Commissary operation and the Inmate Trust Fund Accounting Systems are the responsibility of the Contractor and will be covered in the selling prices of the commissary products to the inmates. Additionally, the Commissary operation shall provide a return of profit for weekly commissions to be paid by the Contractor to the County.

2.8.2. Revenues from purchases made by the DOCR are the responsibility of and paid by the facility that made the order. These transactions must be supported by an individual signature verification sheet as referenced in paragraph 2.7.6. In accordance with the County's financial reporting guidelines, the transactions must be segregated, remitted in full by the DOCR and must be exempt from the commissions structure.

2.8.3. The County will receive weekly commissions from the Contractor based on monthly net sales less any refunds, allowances, or adjustments for returns and services related to the Inmate Trust Fund Accounting System. Net sales are defined as gross sales less any applicable sales tax, less Adjustments/Credits, less Postage stamps and stamped envelopes sales. Commissions must be paid weekly, and the check must be made payable to Montgomery County Inmates Escrow Account.

2.8.4. Contractor must clearly isolate and separate all generated commission amounts as a distinct line item on each weekly invoice. All commission payments must be processed systematically monthly utilizing the commissary accounts payable module. Issuing the appropriate payments directly to the vendor for standard commissary operations from the designated ledger. Automatically cutting and issuing the corresponding facility commission check from the exact same software module.

2.9. **Reports and Deliverables**

2.9.1. The Contractor shall be responsible to provide the County with all reports indicated in this RFP within the requested timeframe specified. For kiosk reporting, the Contractor must provide the County's designated staff with username and password to securely access the online interface to perform the following reporting capabilities:

- Deposit History;
- Transaction Detail report by cash, debit, credit and date range;
- Bank Transfer by date range (daily, weekly, monthly, yearly);
- Usage Reports.

2.9.2. Contractor must provide sales reports for custom items and paid services that are completely separate from standard sales reports, processing all associated revenue monthly through the commissary accounts payable module. The system must issue the appropriate payments directly to the vendor for custom sales and paid services. Furthermore, all payment processing and issuances related to these custom operations must occur entirely within this exact same accounts payable software module.

2.9.3. The Inmate Trust Fund Accounting System predefined reports must be capable of providing a series of reports as specified by the County. The reports should allow for information based on data concerning an individual inmate, a specific site within the jail or facility. At a minimum, the following report capabilities should be included but not limited to:

- Trial Balance, Resident Balances, Balance Sheet, Check Postings, Money Receipts, Cash Disbursements, Inmate Debt, Fund Billing, Fund Collections, Fund Credits, Payroll-Work Board/Workforce Labor, Indigents, Releases, Bank Deposits, Debt Write-offs, Reconciliation, Commissary Receipts, Commissary Housing Totals, Commissary Product Sales, and Check Register.
- Allow ad-hoc reports to be run for defined inmate groups based on factors including housing assignment, gender, age, debt, or current balance without programming a reporting tool.
- Include user-customizable report footer information.
- Include user-customizable report header image for facility logo.
- Allow reports to be generated based on user and transaction types.
- Allow export of reports to PDF or Excel. Exported reports should optionally disable pager headers and footers for better integration with Excel.

2.9.4. Must provide web-based tools that enable full visibility and tracking of the kiosk system access and usage. Reporting tools that provide feedback on specific inmate actions within the system is desired.

- System must minimally be able to report the frequency and duration that a kiosk was used by each inmate as well as what content was viewed, created, accessed.
- All requests and submissions by an inmate must be available for chronological review and exportable from the system based on Facility ID.
- Performance measures should also include cumulative facility totals across all active and inactive/ all-time users as well as separated out by content.
- All metrics should be available in real time

2.10. **Performance Metrics and Contract Management**

- The Contractor will be measured on the ability to meet provide a variety of goods that meet Inmate choices/preferences at fair and reasonable prices.
- The ability to maintain an order rate of 98% or greater
- Back orders are to not exceed 1 order cycle
- The Contractor's ability to effectively manage the frequency of out of stock and back ordered items and ability to resupply within two sequential delivery cycles
- The commissary kiosks are maintained in a filly operable, accessible conditions with minimal downtime for repairs
- Account refunds, credits, and release debit cards are processed quickly
- Accounting application operates effectively and passes all audits

2.11. **Contractor Qualifications**

2.11.1. **Contractor Mandatory Qualifications**

The Offeror must have been in business providing commissary services with an inmate trust fund accounting system for at least 5 years. The Contractor must also have previous experience successfully integrating with jail management systems

2.11.2. **Contractor Preferred Qualifications**

2.12. **Contractor's Responsibilities**

2.12.1. The Contractor will be responsible to operate in an efficient and effective manner a fully operational, flexible, secure and reliable inmate commissary system to include an inmate accounting software, computer hardware and support and commissary services for inmates. All costs related to the commissary system operation are the sole responsible of the Contractor. The Contractor is responsible to pay the County monthly commissions based on the contractor's monthly net sales.

2.12.2. The Contractor is responsible to ensure that all funds placed into inmate's individual accounts be it cash, debit card or credit card transactions, that such funds are deposited with the County's designated financial institution and account in a timely manner.

2.12.3. The Contractor is responsible for the actions and/or inactions of all of its employees that will provide services under the resulting contract from the RFP. The Contractor prior to commencing the contract must have each of its employees who will provide services under this contract, provide the County with the employee's Social Security Number, date of birth, fingerprints and any other data which the County may require to conduct a criminal history check. The County reserves the right to conduct criminal history and background check including drug screening on all of the Contractor's employees providing services under this contract.

2.12.4. The Contractor will be responsible for the expense incurred by the County for each Criminal background check that is performed on its employee. The Contractor will be invoiced the month following any and all examinations conducted.

2.12.5. The Contractor's employees must be in uniform with visible identification at all times when in any of the facilities.

2.12.6. The Contractor and its employees shall be responsible for reporting in writing any violations of the facilities directives or of the terms and conditions of this contract that occur. This information shall be forwarded to the Contract Administrator for this contract.

2.12.7. The Contractor is responsible/liable for the collection and transfer of funds from the deposit kiosks at the detention facilities, for deposit into the County's Inmate Escrow Account at the County's bank of choice. The Contractor must use a licensed and bonded armored car service of its choice to provide this service. The County must not be billed by the Contractor or its subcontractor(s) for armored car services.

2.13. **County's Responsibilities**

2.13.1. The County shall work closely with the Contractor to insure prompt system integration and implementation

3. SUBMISSION INSTRUCTIONS

3.1. Proposal Submissions

3.1.1. Failure of an offeror to submit all required proposal submissions may render its proposal unacceptable as determined by the Director, Office of Procurement.

3.1.2. Offerors must electronically submit their proposal through BidNet Direct in the format detailed below. Proposals will be evaluated only on material that is submitted. The offeror must submit sufficient information to enable the Qualification Selection Committee (QSC) to evaluate the offeror's capabilities and experience.

The Offeror is responsible for ensuring that the materials uploaded to BidNet Direct are properly formatted and not corrupted. Offerors should carefully check their submissions on BidNet Direct following upload to confirm that all documents were properly uploaded and legible. Offerors will not be allowed to submit or supplement any missing, corrupted, or illegible documents after the solicitation has closed. Proposals must include the following information (including labeled sections numbered as shown):

- A **cover letter** with a brief description of the firm, including the offeror's name, address, telephone number, and email address.
- The completed **Acknowledgment Page** of this solicitation, signed by a person authorized to bind the offeror to the proposal (see Attachment B).
- At least three **References** that may be contacted to attest to the quality and timeliness of the offeror's work of similar nature and scope as that required by the County in this solicitation (see Attachment C).
- If this solicitation is subject to the **Wage Requirements Law** (see Notice of Solicitation), the offeror must submit the appropriate Wage Requirements Law Certification forms. Failure to submit and complete the required material information on the form(s) may cause the offeror's proposal to be unacceptable under County law, and the proposal may be rejected.