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PHYSICAL LOCATION

Montgomery County
Administrative Building, Annex III
101 S. Lawrence Street
Montgomery, AL 36104

PURCHASING DEPARTMENT

P.O. BOX 1667
MONTGOMERY, ALABAMA 36102-1667

INVITATION TO BID

Commissary and Trust Fund Management Off-Site Service

Bid Date:	Mandatory Pre- Bid Meeting:	Bid Number:	Return Quotation By:
April 30, 2021	May 6, 2021 1:30 p.m. CST	52200-21B-019	May 13, 2021 10:00 a.m. CST

Please submit a sealed price quotation on the items listed herein. (**Faxed bids will not be accepted.**) The submissions will be received at the Purchasing Department Office, 101 S. Lawrence Street until the date and time shown above, and publicly opened as soon thereafter as practicable. If unable to quote, write "NO BID" and return.

Complete specifications on items not fully described can be obtained on request. Brand names and catalog numbers are used to indicate levels of quality. If you are unable to furnish an item as specified and desire to furnish a substitute, give full description of the item. Final determination as to equal quality of substitution will be made by the Purchasing Agent.

The Montgomery County Commission reserves the right to award this bid on an all or none basis; to refuse all bids; and to waive technicalities.

A Bid Bond in the amount of five percent (5%) over the amount of \$50,000 must accompany your bid, unless otherwise indicated. A certified check or money order is required.

Questions regarding this bid should be directed to Myrtle Singleton, Administrative Services Manager, Montgomery County Administrative Building Annex I, 100 South Lawrence Street, Montgomery, Alabama, phone number (334) 832-1269.

Florence M. Cauthen
County Administrator and Purchasing Agent

GENERAL CONDITIONS AND INSTRUCTIONS

1. The bid number must appear on the outside of the bid envelope.
2. No oral, telephonic, facsimile, modifications or alternate bids will be considered. Bids from firms, individuals, or the same owners of separate companies submitting more than one bid will not be considered.
3. Three (3) no responses to invitation to bid will be reason for deletion of bidder's name from the bid list. Once deleted from bid list, bidder's name may be returned to bid list with a written request from the bidder.
4. Bidders must submit an original and two (2) copies of its bid. The attached bid form must be completed in its entirety, signed by an authorized agent of the company, and submitted with the bid response. **Bid forms that are not signed will be disqualified.**
5. Bidders must attach to bid a copy of current City of Montgomery business license and Montgomery County business license, if required by law, and shall be current on payment of all city and county sales taxes. **If vendor is not required to have a City of Montgomery Business license or a Montgomery County business license, vendor must specify why license is not required.**
6. All pricing shall be F.O.B., Montgomery, Alabama. Delivery will be to the office of the ordering department listed on the purchase order with all freight charges paid by the vendor. Freight cost will be included in the bid price.
7. **A Bid Bond in the amount of five percent (5%) over the amount of \$50,000 must accompany your bid, unless otherwise indicated. A bond, certified check or money order is required.**
8. The successful bidder awarded the contract must provide documentation of its enrollment in the e-verify program.
9. The contract period will be for three (3) years from date of award.
10. If a dispute arises out of or relates to this agreement or its breach, the parties shall endeavor to settle the dispute first through direct discussions and negotiations. If the dispute cannot be settled through direct discussions or negotiations, the parties shall endeavor to settle the dispute by non-binding mediation. The location of the mediation shall be Montgomery, Alabama. Either party may terminate the mediation at any time after the session, but the decision to terminate must be delivered in person to the other party and the mediator. Engaging in mediation is a condition precedent to any other form of binding dispute resolution. If the parties cannot agree on a mutual resolution, any disputes not resolved by mediation shall

be decided in the Circuit Court of Montgomery County, Alabama, governed by the laws of the state of Alabama.

11. If a bidder desires to protest a bid, a formal written protest shall be submitted to the Administrator/Purchasing Agent within five (5) working days before the bid opening or proposal due date or within five (5) working days after award. The formal written protest may be hand delivered to the Administrator or Administrator's Office of the Montgomery County Commission and/or mailed to the Administrator/Purchasing Agent by registered certified mail. The bidder and/or his authorized agent or legal representative must sign the formal written protest, or it will not be accepted.

Failure to file the notice of protest within the time limit prescribed herein shall constitute a waiver of any protest to the bid and/or request for proposal process.

The formal written protest shall state with particularity the facts and law upon which the protest is based. Within 30 calendar days of receipt of the timely filed, formal written protest, the Administrator/Purchasing Agent shall issue a written decision with respect to the protest. Should the decision by the Administrator/Purchasing Agent be adverse to the bidder, the bidder may seek relief in accordance with the *Code of Alabama 41-16-31*.

12. The selected vendor agrees to protect, defend, indemnify and hold the Montgomery County Commission and its employees, agents, officers and servants free and harmless from any and all losses, claims, liens, not limited to, the amounts of judgments, penalties, interests, court costs, legal fees, and all other expenses incurred by the County arising in favor of any party, including employees of the successful vendor, death or damages to property and without limitation by enumeration, all other claims or demands of every character but only on the proportion of and to the extent such losses, claims, liens, demands and causes of action arise out of the negligent acts or omissions of contractor, its employees, agents and officers. The successful vendor agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suite at its sole expense. The successful vendor also agrees to bear all other costs and expense related thereto, even if the claim or claims alleged are groundless, false or fraudulent.
13. The selected vendor affirms that it will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama for the duration of the agreement. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.
14. The Montgomery County Commission is committed to increase participation by Minority and Women-Owned Businesses (M/WBs) in the procurement process in

Montgomery County; to ensure equal opportunity for M/WBs to participate in the procurement process; to prohibit discrimination on the basis of race, color, religion, national origin, sex, age, disability, or veteran status in the procurement process; and to achieve a minimum of 30% participation by M/WBs in the bidding process in Montgomery County.

COMMISSARY & TRUST FUND MANAGEMENT SERVICES

Reason for this Procurement

Montgomery County Commission is soliciting bids from experienced commissary service contractors to provide to the Montgomery County Detention Facility (hereinafter referred to as "Jail" or "The Jail") a full range of commissary off-site services for the inmates and Trust Fund Accounting System to account for the inmates personal funds. At least five (5) years' experience in operating a Correction Commissary System including the providing of an Inmate Trust Fund Accounting System, with a minimum of 500 inmates. Prospective vendors will provide five (5) references where they have provided per order commissary service and inmate banking software for 5 years. Preference will be given to companies that specialize in providing these services. The following objectives must be met in order for a contract to result from this process:

1. To deliver high quality commissary services to the inmates of the Jail.
2. To provide the Jail with a computerized Trust Fund Accounting System that meets the specifications and addresses the accounting needs of the Jail.
3. To operate the commissary service program and the Trust Fund Accounting System in a cost-effective manner and at no cost to Montgomery County Commission and inmates.
4. To maintain an open collaborative relationship with the administration and staff of the Jail as well as any other agencies and departments.
5. To maintain a market price philosophy with regard to the retail selling price of the commissary items to the inmates.

Philosophy:

It is the Montgomery County Commissions primary objective to operate a contract commissary in an efficient and effective manner in order that the security of the institution will be maintained and to obtain a quality trust Fund Accounting System adequate to meet the requirements of the Invitation to Bid.

It is the County's desire to have the costs related to the commissary operation, performed by the contractor, and the Trust Fund Accounting System, to be covered in the selling prices of the commissary products to the inmates. Additionally, the County Commission desires a guaranteed profit to the jail. The County also desires to have the prices of the commissary items fall within a reasonable market price philosophy. All commissary items and prices must be agreed upon by the Montgomery County Sheriff or Detention Facility Director.

Upon request, Contractor shall be responsible for demonstrating the Inmate Banking Software. The proposed contractor must demonstrate all aspects of the software requirements at this time. Contractors that cannot comply will not be considered.

Period of Contract:

The period of the contract will be for three (3) years.

Contract Termination:

Montgomery County Commission or the successful vendor may terminate contract at any time with a ninety (90) day written notice by either party.

Submittal Requirements:

Pre-Bid Conference Date/Time: A mandatory pre-bid meeting will be held on May 6, 2021, at 1:30 PM CST., at the Montgomery County Commission Court, 101 S. South Lawrence Street, Montgomery, Alabama 36104. Failure to attend mandatory pre-bid meeting shall disallow the consideration of any bids subsequently submitted by potential providers.

Inquiries and questions should be submitted by email only to Myrtle Singleton, Administrative Services Manager, at myrtlesingleton@mc-ala.org no later than 10:00 AM, CST, May 4, 2021. All questions that are submitted will be answered and given to the all vendors attending the mandatory Pre-Bid Meeting on May 6, 2021 at 1:30 pm.

Bids must be received by the Montgomery County Purchasing Office not later than 10:00 A.M., CST, on May 13, 2021. One (1) signed and executed original and two (2) copies of the bid must be included. Bids must be marked "Commissary Bid."

MAILING ADDRESS

Montgomery County Commission
Attn: Purchasing Department
P. O. Box 1667
Montgomery, Alabama 36102-1667

PHYSICAL ADDRESS

Montgomery County Commission
Attn: Purchasing Department
101 S. Lawrence Street
Montgomery, Alabama 36104

Procedure:

The Contractor must provide a method for inmates to receive electronically transferred funds into the Trust Fund Accounting System. Funds are guaranteed without recourse to the County.

Contractor shall have the ability to integrate with inmate phone system to give inmates the ability to place commissary orders by phone or tablets. However, the County has the right to revert back to optical scan menus and order entry of commissary orders if needed.

Contractor must have the ability to provide snack packs for inmates and family members to order. Snack packs will be held on-site at the facility and made available to inmates that was unable to place orders on commissary days. These packs will be delivered with regular commissary delivery, distributed by Vendor Staff and will be paid at the regular commissary commission rate.

Contractor shall provide commissary service, including delivery, to the inmates twice per week not to exceed seventy-five (\$75.00) dollars per order. This cost limitation includes the purchase of clothing and radios with clear housing. Deliveries to the jail/inmates in their housing areas shall be within 48 hours after the orders are entered in the Trust Fund Accounting System. **All food containers and packaging must be dated within "sell by Date."**

Commissary orders are to be delivered in tamper proof sealed clear plastic bags with three (3) copies of the order receipt sealed within the bag. The receipt should contain the following information:

- Inmate Name
- Inmate Location
- Inmate ID#
- Date of Order
- Item, Item Code and Quantity Ordered
- Price of item and extended price
- Total of Order and sales tax if applicable
- Balance of account prior and after the order
- Signature line for Inmate
- Delivered by line and date line for commissary personnel

The Contractor shall submit an invoice on a weekly basis that will detail and total the amount of sales for the week. Weekly statements will not suffice as an invoice. This amount will balance with the Detention Facilities' Accounting total. A check will be issued by Montgomery County Detention Facility for the agreed upon total.

Product Pricing:

Gross receipts shall be construed to be all monies received from the sales of merchandise, products or services, less any refunds, allowances, or adjustments for returns, defective or unsatisfactory merchandise, product or service, and applicable sales taxes.

As part of the Invitation to Bid process, the Contractor will submit a suggested menu of products with suggested selling prices (including any applicable sales taxes) that include all services and systems proposed based on a comparative study of prices of similar items at retail outlets in Montgomery County.

The Contractor agrees, in the event of a request for adjustment in any contract unit price, the Contractor shall notify the Jail in writing of the upward adjustment in any of the contract unit prices and the effective date with documentation justifying said increase within thirty (30) days. Price adjustments must not exceed two (2) percent during the term of the contract.

Responsibilities of the Contractor Computer System:

Provide a computerized Trust Fund Accounting System, adhering to generally accepted accounting principles and capable of being audited by the County and the Alabama Examiners of Public Accounts. Trust Fund Software written and owned by the Contractor that has been installed and operating in at least ten (10) jails for at least 5 years. In addition, prospective vendors must provide names and locations for both commissary and technical support personnel who will be involved in supporting the proposed operation. All proposed software and or systems must have the capability to utilize VMWare vSphere .x (or greater) and/or Microsoft Hypervisor-based server virtualization technologies. All applications packages provided by third party vendors must have the ability to interface with current Microsoft.NET based systems and related technologies. All vendor systems are required to be under annual maintenance agreements for upgrades and technical support. The in-house IS staff may be used in support role to assist users with day to day problems and questions and to assist with modifications and installation of upgrades as provided by the vendor. The system must interface with the Jail Guardian System and Inmate Phone System per the software vendor's specifications.

The Trust Fund Accounting System must be approved by the Montgomery County Sheriff's Office. The system must be provided and maintained by the Contractor with no costs, fees or management responsibilities to the County or inmates. The Trust Fund Accounting System must have the ability to be web based.

Vendors are to describe their computer software program and make certain the system includes the following components:

1. Allow the Jail to open an Individual Trust Fund (ITF) for an inmate at the time of booking and to enter into the computer system the amount of money in their possession at the time of booking either manually or with a booking kiosk. The system must interface with the current JMS Software (Jail Guardian).
2. The Vendor's commissary services must seamlessly integrate with the Jail Management System and Inmate Telephone System as installed and configured in the Montgomery County Detention Facility. Inmate Commissary ordering by utilizing the inmate telephone system to include tablets is necessary to fulfill requirements.
 - A. Vendor shall provide references for all current accounts including a contact person and telephone number. Emphasis should be placed on Correctional Facilities using a jail management system and inmate telephone system.

- B. Provide a documented track record of electronic data seamless integration with a jail management system and inmate telephone system.
- C. Provide a detailed strategy for implementing a commissary ordering system through the use of inmate telephones having seamless integration with a jail management system and inmate telephone system. Transactions must be processed real time.
- D. Obtain the necessary software and software licensing to integrate with a jail management system and inmate telephone system.
- E. Allow for the following transaction to occur on the ITF:
At a minimum, the Vendor provided Trust Accounting system must:
 - Add funds to the account.
 - Allow Finance Staff to create unlimited users with customized security settings without vendor assistance.
 - Allow Finance Staff to create an unlimited number of collection accounts with specific collection percentages and priorities without vendor assistance.
 - Automatically deduct a defined portion of incoming inmate deposits to satisfy inmate debts.
 - Allow authorized users to create new inmate debts.
 - Allow authorized 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. The date the debt is voided will be the posting date, not the date each debt transaction occurred.
 - Allow predefined transaction amounts and comments to be entered for recurring transactions
 - Allow release of inmate funds by check or debit card (default).
 - Allow printing of checks directly from the system with signatures printed on the check.
 - Allow group release of funds for inmates being transferred between facilities with a single check.
 - Provide reconciliation capabilities for multiple bank accounts
 - Allow import of bank statement for automated monthly reconciliation.
 - Allow searching for inmates by inmate ID or last name.
 - Allow automatic printing of receipts after transaction entry without additional confirmations
 - Allow on-screen viewing of inmate transaction receipts without printing.

- Allow station specific number of copies during receipt printing.
- Allow station specific printers to be specified other than using default printer.
- Allow printers to be specified without creating vendor specific printer names. That is, the system should use the printer names that are established by the Facility.
- Allow export of reports to PDF, RTF, or Excel. Exported reports should optionally disable page headers and footers for better integration with Excel.
- Provide help videos for common functions.
- Automatically create ACH entries for release debit card withdrawals.
- Support Positive Pay export check information to banks.
- Provide integrated reports within the Trust Accounting System with no separate login or executable launch required.
- Allow user-definable password security settings including minimum password length and requirements for numbers, symbols, or letters in the passwords.
- Allow station specific, predefined comments for commonly repeated transactions.
- Directly interface with kiosk equipment designed to accept bills.
- Allow user-defined indigent tracking based on current balance, days since booking, deposits over a period, and commissary bills over a period.
- System must allow transactions to be easily voided while maintaining a verifiable audit trail. For example, a deposit transaction which triggers multiple debt collections should be voidable in a single operation which leaves the inmate and the associated restitution accounts correct with no opportunity for officer data entry mistakes. This must be accomplished without vendor intervention or direct manipulation of data.
- System must allow holding of funds which cannot be spent by the inmate until released. Holds must support automatic removal after a predefined number of days.
- Include manual transaction data entry warnings if a duplicate money receipt or billing transaction is suspected by the system.
- Include predefined reports not limited to:
 Trial Balance, Resident Balances, Balance Sheet, Check Postings, Money Receipts, Cash Disbursements, Inmate Debt, Fund Billing, Fund Collections, Fund Credits, Payroll, Indigents, Savings, Releases, Bank Deposits, Debt Write-Offs, Reconciliation, Commissary Receipts, Commissary Housing Totals, Commissary Product Sales, and Check Register.
- Examples of the above listed reports must be included in an Appendix to

the Invitation to Bid.

- 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.
- Provide for automatic debt write-off after inmate release based on the number of days the inmate has been gone from the facility.
- Allow credit card transactions to be executed in the software using encrypted magnetic stripe readers without logging into an external system or web site.
- Prevent users from modifying a financial transaction that has been committed.
- Prevent users from voiding deposits at Intake Kiosk.
- Allow reports to be generated based on user and transaction types
- Allow user groups to be established that limit access to program features
- Close an account with a detailed statement and pay the inmates balance by debit card, check or a combination of both.
- Deduct commissary and other charges in a live environment.
- Process Credits/Debits.
- Change inmate locations.
- Bail, Payment of Fines.
- Medical Co-Pay.
- Jail Restitution.
- Detailed close out statement will be required.
- Must be complaint with all requirements of the Alabama Department of Examiners of Public Accounts for accounting and auditing requirements. Vendor agrees to incur any and all expenses to provide required documentation to comply with the Alabama Department of Public Accounts requests.

- F. Release of Funds: The contractor shall supply debit card system for releasing funds on the inmate commissary account at the time of release from custody by authorized Sheriff's office personnel. The system must have the capability to swipe a debit card at release using a vendor provided encrypted magnetic stripe readers and automatically load the debit card with the inmate's balance at release with no limitations on the amount being released. The Debit Card will be a no interest card and will have documentation explaining how to retrieve money from the card as well as a telephone number for customer service. No fees may be attached if the inmate retrieves all funds from the card within five (5) business days. The system will have an easy to use interface for loading the Debit Cards. The Trust Accounting System must automatically create ACH entries for monthly bank account required to fund the release debit card.

Note: Vendor must provide debit release cards for inmate trust fund that's not identical to debit release cards for inmate telephone system.

- G. Vendor shall install two (2) Kiosks; one (1) in the Intake Area and will be at no cost to the County or inmate; one (1) in the Lobby for inmate families to utilize and will be provided at no cost to the County or inmate.
- H. Booking Kiosk: The vendor shall provide a single kiosk for inmates to add monies to their account upon intake. Kiosk must be able to detect counterfeit monies and shall reject upon entry. Must be mounted to counter already in place and must be bolted down. Any wiring needed must be provided by vendor at no cost to County per the Detention Facility approval.
- Kiosk must accept all United States denominations of bills.
 - Kiosk must accept all United States coins.
 - Once monies added must automatically print two receipts with amount added, signature line, inmate name, booking number, date time, receipt number.
- I. Lobby Kiosk: The system must provide an automated solution, (similar to that of an ATM) to allow families/visitors to deposit funds into inmates' accounts. Funds are guaranteed without recourse to the County. This system must provide visitor with a receipt of deposit. This system should work in conjunction with the Trust Fund Accounting System and provide real time updates. For safety purposes kiosk be bolted to the floor.
- The system must accept cash, credit or debit cards.
 - Must disclose the amount being deducted for fees on screen before the transaction is accepted and the fee amount must be printed on the customer receipt. If the fee is not acceptable to the customer, the full cash amount (if cash transaction) must be returned by the kiosk. If Credit or Debit cards are used transaction must be able to be voided.
 - Kiosk must provide first name, last name, booking number and date of birth for all inmates upon family members entering a name into kiosk.
 - Kiosk must give a receipt for each transaction. Receipt must not display sensitive information such as social security number or inmate balance.
 - Kiosk must be fully integrated with the Inmate Trust Fund to ensure deposits can only be made to active inmates' accounts.

- This system should work in conjunction with the Trust Fund Accounting System and provide real time updates. The system must be provided and maintained by the Contractor with no costs, fees or management responsibilities to the County.
- Kiosk must be emptied at least once a week or more as needed to ensure deposits can be made at all times during business hours seven (7) days a week. Kiosk must also be checked to ensure enough paper is provided for printing of receipts until next scheduled pickup.
- Contractor must provide a courier service or their own personnel for emptying kiosk and shall provide a check to authorized Sheriff Personnel along with a report of deposit and any receipts.
- Kiosk must have a toll-free number posted on the kiosk in large print for customers to call if they incur problems with a deposit. All problems reported must be resolved within 72 hours of initial contact.
- Kiosk must allow authorized sheriff personnel real time access to reports of deposits made at the kiosk.

J. Web Deposit Requirements:

- The Trust Accounting System must automatically create ACH entries for monthly bank reconciliation based on deposits to Facility's bank account as a result of inmate deposits.
- Option for family and friends to purchase predetermined snack packs for inmates must also be available from the website. These packs will be delivered with regular commissary delivery, distributed by Vendor Staff and will be paid at the regular commissary commission rate.

K. Debt Collection Options:

The Trust Accounting System must have the options available to automatically collect a percentage of incoming funds to pay for existing inmate obligations.

L. Fees: Fees for monies added to an inmate account will be as listed:

- Cash Transactions shall not exceed \$1.50 per transaction.
- Debit or Credit transactions shall not exceed 2% of deposit.
- Money or certified checks by mail \$0.00.

- Internet Web deposit- 2% of deposit amount per transaction.
- Any phone pay system – 2% of deposit amount per transaction.

M. Personnel:

- Contractor shall assume full responsibility for the actions of its personnel who may be present on site.
- Contractor must provide at least four (4) delivery personnel on Tuesday and Friday for delivery of commissary in a timely manner. Less than four (4) must be agreed upon by authorized Sheriff Office Personnel.
- Contractor must provide one person on Monday and Wednesday for scanning of commissary orders.
- All personnel must be trained on delivery of commissary as well as issuing refunds and scanning of orders
- Any problems with Detention personnel or inmates must be reported to authorize Sheriff Office Personnel on the date of occurrence prior to leaving the facility.
- All commissary orders must be delivered prior to leaving the facility unless an Inmate has been released from the facility or other reasons upon the Detention Facility discretion.
- All refunds must be issued day of delivery, unless an issue has caused the delay in inmate commissary refunds.

Any problems with scanning of commissary and delivery of commissary to the Facility must be reported to authorize Sheriff Office Personnel immediately.

N. Computers: Contractor must provide four (4) working computers at no cost to the inmates or the County.

- One computer will serve as the server for the commissary software system. Contractor must provide a back-up server off site.
- One computer will be utilized by commissary personnel to scan orders, refunds, etc.
- One computer in the property room for inmate money intake and releasing of inmate funds.

- One computer for Reception area to intake money orders from family/friends.
 - Software must be added to two (2) county computers, the account clerk and account manager.
- O. Printers: Vendor must provide 6 printers at no cost to the County.
- One printer for commissary employees for refunds, reports, etc.
 - One printer for property room for the intake and releasing of funds to inmates.
 - One check printer for the property room with the ability to print MICR checks at no cost to the County or inmates.
 - One check printer for Account Clerk to be shared with Account Manager with the ability to print MICR checks at no cost to the County or inmates.
 - One slip printer for the reception area with the ability to print two receipts per transaction. One receipt should only have amount of transaction. Second receipt for inmates only should provide transaction amount and current balance after transaction.

Vendor must provide computer stands as needed as well as paper for all printers at no cost to the County.

- P. Assign a permanent ID number for inmates' ITF which will allow an account to be reopened.
- Q. Add inmate information to control commissary purchased I.E. medical restrictions gender restrictions, age restrictions, disciplinary controls, detention.
- R. Allow printing commissary menu in English and Spanish directly from the System.
- S. Allow searching and reprinting of a single commissary order receipt.
- T. The system must provide a complete audit trail on all transactions. All receipts must be numbered. Must allow for scheduled and unannounced audits of the inmate accounts by the County to insure the integrity and accuracy of the accounts.
- U. The systems must provide a series of reports as specified by the County including detailed weekly invoices, cash reconciliation capabilities and the

ability to charge the inmate for services such as Work Release Charges, Haircuts, Medical, etc.

- V. The system must have a comprehensive Checkbook management features including the ability to write a check from an inmate's ITF to a third party, a check from the General Fund to a vendor, void, correction, adding manually written checks, verification and deposits.
- W. Additionally, the system must have the capability to print a check registry based upon multiple criteria which can be queried by the Detention Facility operator.
- X. Allow for incoming funds to be taken proportionally to repay debts incurred by inmates.
- Y. Contractor will submit a plan for the backup and restoration of data in the case of a hardware failure. The contractor must also provide information regarding the initial and ongoing virus protection.
- Z. Levels of Security: Levels of security should be present in the software system. These levels should have the ability to be customized by the Jail Site Manager, include password control and tracking of transactions by individual and station.
- AA. Software Updates: Updates of the computer software must be provided free of charge to the County for the length of the contract. The vendor must demonstrate to the County a history of providing updates.**
- BB. The successful vendor must install the system, train Detention Facility officers and clerical personnel, provide documentation, ongoing support and a toll-free 24-hour emergency line to insure maximum utilization and minimum down time with the proposed system. No third-party involvement will be allowed in supporting hardware and software.
- CC. Screen communication must be color to reduce operator error.
- DD. All hardware installed must be personal computers.

Vendor's Financial Responsibility:

For the duration of the Contract, the successful vendor shall be' solely and absolutely responsible for the provisions, maintenance, and support of all equipment and services associated with the inmate commissary system, including repair or replacement of commissary computers, printers, kiosk, etc. as needed at no cost to the County.

Data Transfer

Inmate data entered into the system is property of the Montgomery County Sheriff Office and will at the end of the contract be transferred to the new vendor unaltered. Data will be transferred in a protected medium as to not remove for example zeros at the beginning or end of a group of numbers. The data transferred as follows:

- All active and inactive accounts with balances.
- All active and inactive accounts with debts and types of debts.
- All active and inactive account detail summary.
- All reports needed for auditing purposes.
- Contractor must provide a USB Flash Drive or CD with all active and inactive account detail summaries at the end of contract period.

Inventory Requirements of Commissary System:

The Contractor and County personnel are to meet to mutually agree upon the items to be carried in the Commissary program.

The Contractor shall make available for purchase by all male and female inmates commissary items including, but not limited to, hygiene products, writing materials, games, snacks and candies, a limited clothing selection. No items may be added, deleted, or have change in brands, packaging or sizes without mutual agreement from the Jail and Contractor.

The Contractor will replace or substitute with a generic brand of similar size any item on the customer approved list within sixty (60) days of notification of shortage. Contractor will notify the customer of replacement item(s) prior to placing the item on the canteen list, including but not limited to personal care items, beauty products, toiletries, clothing, food and related products. The Contractor shall maintain sufficient stock levels in order to limit shortages. The contractor should have an order full rate in excess of 98%.

The County reserves the right to determine the final retail selling prices to the inmates.

Commission:

The successful Vendor's agreed upon commission percentage to the Montgomery County Commission shall remain fixed during the contract term, unless the County and the Vendor mutually agree to modify the commission rate at any time during the contract term. There shall be no contractual limitations to the term that the County can question the vendor about previously paid commissions. List any occurrences that a Customer has questioned the Vendor about commission payments within the last five (5) years.

The commission to be paid to the Montgomery County Commission shall be computed as a percentage of the total gross revenue generated by total commissary sales minus sales tax, postage, etc.

Standards of Responsibility:

The Contractor must demonstrate to the satisfaction of the Department the capability in all aspects to perform fully the contract requirements, therefore, the Contractor shall submit with their Invitation to Bid the following information:

1. Furnish evidence of adequate financial resources, credit or the ability to obtain such resources as required during the performance of the contract.
2. Furnish evidence of the ability to comply with the required or proposed delivery or performance schedule.
3. Furnish evidence of the necessary organization experience, accounting and operational controls, and the technical skills to perform the contract.
4. Furnish evidence of a satisfactory performance record for at least 10 jails similar in size and complexity to Montgomery County Detention or larger and a record of integrity and business ethics.
5. Furnish evidence of a Drug Free Workplace. All contractor employees must be pre-employment and random drug tested.
6. Furnish all necessary E-Verify documentation with bid submittal.

Security Arrangements:

1. Criminal background check must be successfully cleared by the Sheriff's Office on all contractor employees entering the secured areas of the facility.
2. All vendor employees shall be pre-employment screened and subject to random screening thereafter by the vendor.
3. All employees shall be pre-approved by the County and all employees shall understand that their employment is "at-will" of vendor or County.
4. All vendor employees will undergo a program on the Facility's policies and procedures prior to the beginning of services.
5. The vendor and its employees shall comply fully with the facility's rules, regulations, directives, and procedures.

Performance Bond:

The successful vendor shall, within (14) days of award of contract, will be required to provide Montgomery County Commission a performance bond, from a reliable surety company authorized to do business in the State of Alabama and acceptable to Montgomery County, in the amount of \$100,000 or the total estimated monthly commission payment for twelve (12) months if lower. The term of the bonds shall be concurrent with term of this contract. If Montgomery County Commission determines that the Vendor is not in compliance with any part of this contract, the vendor will be found in default. Allowances shall be made if non-compliance arises out of causes beyond the control and without fault or negligence of the Contractor (acts of God, the public enemy, fires, floods, strikes, and freight embargos.) The Contractor must pay all costs associated with obtaining a performance bond.

Montgomery County Commission defines an “acceptable surety company” as follows:

- The surety company must be certified to do business in the State of Alabama.
- The surety company shall have been in business and have a record of successful, continuous operations for at least five (5) years.
- The surety company shall have a minimum Best Policy Holder rating of A and required Financial of VIII from Best Key Rating Guide.
- All bonds shall be signed by an Alabama Licensed Resident Agent that holds current Power of Attorney from the Surety Company issuing the bond.

Insurance:

Successful vendor shall file the following insurance coverage and limited liability with the Purchasing Department before beginning work with Montgomery County:

General Liability

\$1,000,000 – Bodily injury and property damage combined occurrence

\$1,000,000 – Bodily injury and property damage combined aggregate

\$1,000,000 – Personal injury aggregate

Comprehensive form including premises/operation, products/completed operations contractual, independent contractors.

Broad form property damage and personal injury.

Automobile Liability

\$1,000,000 – Bodily injury and property damage combined coverage

Any automobile including hired and non-owned vehicles

Worker Compensation and Employers Liability

\$1,000,000 – Limited each occurrence

Umbrella Coverage

\$1,000,000 – Each occurrence

\$1,000,000 – Aggregate

Successful bidder shall maintain such insurance throughout the term of the contract.

Bid Form

Net financial return (net commission) to the County, without inflating the pricing to inmates in order to provide a higher commission. Each vendor is to base their pricing, per item offered in the commissary, based on the current package size and weight. This information, for each item, must be included in detail in the proposal submission.

Only one (1) Commission Rate will be accepted)

Commission is to be paid from all gross revenue from net sales _____%

Please complete this form and return it with your bid proposal. Should you choose not to bid at this time, please complete this form and forward back to our office as soon as possible. It is necessary that you check all categories that apply to your company.

Vendor Name: _____

Address: _____

Email Address: _____

Phone Number: _____

Fax Number: _____

Is the Company Minority Owned: _____ Yes _____ No

Is the Company Owned By: _____ Female _____ Male _____ Both

Is the Company Incorporated: _____ Yes _____ No

Ethnicity of Ownership:

_____ African American

_____ American Indian

_____ Asian American

_____ Disabled

_____ Hispanic

_____ Other (Please Specify)

_____ Official Signature

_____ Printed Name and Title

Date: _____

RESPONSE FORM TO BE ATTACHED TO BID

Company Name _____

Federal I.D. # _____

Mailing Address _____

Phone Number _____

Email Address _____

Quote F.O.B. _____

Terms of Payment _____

Delivery Date _____

Official Signature

Printed Name and Title