Rockingham County Department of Corrections 99 North Road Brentwood, NH 03833 Katherine Arsenault, Business Services Manager karsenault@co.rockingham.nh.us 603-679-9451

<u>Proposal Submission Deadline:</u>
Thursday 10/09/2025 at 7:30 a.m. ET

# REQUEST FOR PROPOSALS COMMISSARY SERVICES / INMATE ACCOUNTING SYSTEM (DEPARTMENT OF CORRECTIONS)

You (ORGANIZATION) are hereby invited to submit a proposal in accordance with the specifications outlined in this Request for Proposal (RFP). All necessary information required to complete your submission is contained within this document. Please refrain from adding our e-mail addresses to your marketing or distribution lists. Failure to comply may result in your domain being blocked, which could hinder the receipt of future proposals or communications from you.

Rockingham County, New Hampshire (Rockingham County) is a public entity composed of various departments, including general administrative offices, a nursing home, an assisted living facility, a correctional facility, facilities operations, and offices of Elected Officials such as the Commissioners, the Delegation, County Attorney, High Sheriff, Register of Deeds, and Treasurer.

# **QUESTIONS?**

For questions specific to the product or service listed in this RFP, please direct inquiries to the contact listed in the upper-left corner of this page. For questions regarding the proposal submission process, please contact <a href="mailto:rfp@co.rockingham.nh.us">rfp@co.rockingham.nh.us</a>.

Please note: Any alteration or modification of documents or proposal forms downloaded from Rockingham County or Public Purchase is strictly prohibited. Such actions may result in disqualification from the proposal process.

#### **INSTRUCTIONS**

Proposals can be submitted through one of the following methods:

# 1. Hard Copy Submission

Submit two (2) copies, or one (1) copy along with a thumb drive, in a sealed envelope labeled "RFP – (Commissary Services / Inmate Accounting System)". Deliver to:

Rockingham County Commissioners 119 North Road Brentwood, NH 03833

#### 2. Email Submission

Email your proposal as a PDF attachment to <a href="mailto:rfp@co.rockingham.nh.us">rfp@co.rockingham.nh.us</a>. Ensure that no submissions are sent to any other Rockingham County email address, as this may result in disqualification. File attachments must not exceed 20 MB in total. If your attachments exceed this limit, send multiple emails as needed. You will receive a confirmation email within one business day. If you do not receive confirmation, please contact the individual listed in the upper-left corner of this document.

#### 3. Online Submission

Proposals may also be submitted online via Public Purchase. Account registration is free, but please allow 24 hours for activation. Visit the <a href="Public Purchase: Rockingham County Home Page">Public Purchase: Rockingham County Home Page</a>, or <a href="https://www.rockingham.countynh.org/rfpbidding">www.rockingham.countynh.org/rfpbidding</a> for more information and the submission link.

# Submission must include:

- Organization legal name with DBA if applicable.
- Tax ID.
- Physical address and mailing address (if different).
- Organization representative name and contact information (phone, fax, and email).
- Itemized pricing (including shipping or freight, if applicable).
- Cut sheets, specifications, brochures, etc. for all products quoted, if applicable.
- Equivalents must be clearly identified, with all variations from the specification annotated and are subject to approval.
- Complete details about warranty and service availability.
- The proposed start and completion time schedule for after bid has been awarded.
- Insurance requirements, non-appropriations and indemnification obligations.

# **Proposal Openings**

Authorization to open proposals will be given during the regularly scheduled Rockingham County Board of Commissioners meeting on Thursday 10/09/2025 at 1:00 pm ET. Please note that proposals will not be reviewed during this meeting. Instead, they will be forwarded to the respective department that issued the RFP for thorough review after the meeting. Proposals will be awarded or rejected once Rockingham County has completed a comprehensive evaluation and comparison of all submissions.

Meetings are held in the Maureen Barrows Conference Room at the Rockingham County Rehabilitation and Nursing Center, 117 North Road, Brentwood, NH. Alternatively, meetings can be accessed via the following Zoom link: <a href="https://us02web.zoom.us/j/5808918771">https://us02web.zoom.us/j/5808918771</a> or by phone at 646-558-8656 (Meeting ID: 580 891 8771).

Meeting schedules are subject to change. For the latest updates, please visit <a href="https://www.rockinghamcountynh.org/events">www.rockinghamcountynh.org/events</a>.

# **Proposal Award**

Proposals will be formally awarded and publicly announced at a regular scheduled Rockingham County Board of Commissioners meeting held in the Maureen Barrows Conference Room located in the Rockingham County Rehabilitation and Nursing Center, 117 North Road, Brentwood, NH. Meetings may also be accessed via Zoom: <a href="https://us02web.zoom.us/j/5808918771">https://us02web.zoom.us/j/5808918771</a> or by phone at 646-558-8656 (Meeting ID: 580 891 8771). Following the announcement, formal notification of the award decision will be provided.

#### **Pricing**

Proposal prices must remain valid for a period of sixty (60) days from the proposal opening date and must remain firm once the proposal is awarded to the successful organization(s).

- Vendors holding a state bid/contract are encouraged to offer the corresponding pricing.
- If any variations, such as discounts or penalty clauses, may affect the proposed price, please specify them clearly in your submission.

#### **Additional Materials**

Organizations may be invited to participate in the final selection process following the review and screening of all proposals. This process may include providing additional information, such as cost adjustments or other clarifications, as requested by Rockingham County.

# **Performance Clause**

In the event that the successful organization or Rockingham County defaults on any stipulations outlined the RFP, and such default is not corrected within thirty (30) days of receiving written notice, either party may opt to cancel the agreement.

#### **Contractual Obligations**

Should the proposal require contracts for the provision of materials, equipment, or services, the Rockingham County Board of Commissioners reserves the right to review and amend these contracts to ensure compliance with county legal requirements. All agreements or contracts requiring our signature must be submitted in Microsoft Word format to facilitate efficient review and tracking. All contracts must include Non-Appropriation and Indemnification clauses, as specified in the RFP. Sample language for these clauses is provided below.

# Non-Appropriation

Rockingham County is obligated to pay only such contract amounts that can lawfully be made from funds budgeted and appropriated for that purpose during Rockingham County's then current fiscal year, subject to annual approval by the Rockingham County Delegation. Should Rockingham County fail to budget, appropriate, or otherwise make available funds to make payments under this contract, such contract shall be deemed terminated at the end of the then current term. Rockingham County agrees to deliver prompt notification after any decision to non-appropriation is made, but failure to give such notice will not extend the term beyond such Original or Renewal Term.

#### Indemnification

To the fullest extent permitted by law, (ORGANIZATION) shall protect, indemnify, save, defend and hold harmless Rockingham County, including its officials, agents, volunteers and employees, ("Indemnified Parties"), from and against any and all liabilities, obligations, claims, damages, penalties, causes of action, costs, interest and expenses, including but not limited to reasonable attorney and paralegal fees, which Indemnified Parties may become obligated or suffer by reason of any accident, bodily injury, personal injury, death of person, or loss of or damage to property, arising indirectly or directly under, out of, in connection with, or as a result of this Contract or the activities of (ORGANIZATION) or its agents, employees, contractors or subcontractors, and even if caused in whole or in part by any negligent or intentional act or omission of Indemnified Parties.

In addition, and regardless of respective fault, (ORGANIZATION) shall defend, indemnify and hold harmless the Indemnified Parties for any costs, expenses and liabilities arising out of a claim, charge or determination that (ORGANIZATION) officers, employees, contractors, subcontractors or agents are employees of the Indemnified Parties, including but not limited to claims or charges for benefits, wages, fees, penalties, withholdings, damages or taxes brought in connection with laws governing workers compensation, unemployment compensation, social security, Medicare, state or federal taxation, and/or any other similar obligation associated with an employment relationship.

(ORGANIZATION'S) obligations to defend, indemnify and hold harmless the Indemnified Parties hereunder shall survive the term of this Contract.

Rockingham County shall not be required to defend or indemnify (ORGANIZATION) or its agents, employees, contractors or subcontractors or any professional service provider.

#### **Insurance Requirements**

The organization shall maintain insurance coverage throughout the duration of this proposal. Subcontractors engaged by the organization must also maintain the required coverage. Any requests for modifications to these insurance requirements must be submitted in writing with the proposal and will be subject to evaluation.

# 1. Coverage Requirements

The organization must have professional liability/errors and omissions insurance with limits of no less than \$1,000,000 per occurrence. The insurance certificate and coverage must be issued by a carrier authorized to conduct business in the State of New Hampshire, with an A.M. Best Company rating of "A" or better.

#### 2. Workers' Compensation Insurance

The organization shall carry workers' compensation insurance as mandated by the State of New Hampshire.

#### 3. Comprehensive General Liability Insurance

The organization must maintain a comprehensive general liability insurance policy, including contractual liability coverage, with limits of no less than \$1,000,000 per occurrence.

#### 4. Motor Vehicle Insurance

The organization must carry motor vehicle insurance, including coverage for bodily injury, property damage, and uninsured motorists, with a combined single limit of no less than \$1,000,000 per accident.

# 5. Insurance Certificate

The organization shall provide an insurance certificate confirming the required coverage. Certificates must be filed with Rockingham County and included with the proposal submission. A 30-day notice is required for cancellation or material changes to coverage, and notices must be sent directly to the Rockingham County Commissioners' Office, 119 North Road, Brentwood, NH 03833.

# **NOTICE:**

- 1. The Rockingham County Board of Commissioners reserves the right to accept or reject any proposals or parts thereof, select the proposal deemed to be in the best interest of Rockingham County, and waive any formalities in the bidding process.
- 2. Proposals are subject to public review and cannot include proprietary, confidential, or restricted information that conflicts with New Hampshire's Right to Know law.
- 3. The information provided in this RFP is solely for the purposes of preparing proposals detailing costs and services for Rockingham County. Organizations are expected to carefully review these specifications. Failure to meet specified conditions may result in invalidation.
- 4. Although believed to be accurate, the information provided herein is not warranted and should be verified independently.
- 5. Rockingham County reserves the right to award contracts to multiple providers.
- 6. All modifications to the specifications must receive prior approval from Rockingham County.
- 7. Any variations, including discounts or penalty clauses, that may affect pricing, must be clearly specified in the proposal.
- 8. Payment for satisfactory work completion or product delivery is subject to Rockingham County 's standard accounts payable process.

# DETAIL OF ITEM(S), SCOPE OF SERVICE(S), SERVICES

Please see Attachment A

# **ATTACHMENT A**

# 1. Summary and Background

The Rockingham County Department of Corrections is currently accepting proposals for Commissary Services/Inmate Accounting System for a three (3) year Agreement. This RFP is being issued to acquire proposals from various service providers, conduct a fair evaluation based on criteria listed herein, and select the proposer who best provides the County with the products and services detailed herein. The Rockingham County DOC is a government facility that operates under the supervision of elected officials that manage all County finances. Any referred proposal for acceptance will be subject to approval by the Rockingham County Board of Commissioners.

The objective of this RFP is to yield a contract for the RCDOC that will meet the following objectives:

- 1. Provide the facility with a computerized inmate account system and commissary service that meets the specifications and addresses the accounting needs of the facility. The vendor must obtain and provide support for their software and that software must interface with the facility's jail management system (currently Xjail but changing to Central Square). Technical support must be provided 24/7 by the vendor.
- 2. To acquire the necessary computer hardware and necessary communication system to operate the Inmate Accounting System. The hardware system shall be locally supported for the periodic maintenance and technical support.
- 3. To deliver high quality commissary service to the inmates of the correctional facility. The vendor will provide a commissary service with orders delivered in a secure environment.
- 4. To operate the commissary service program and the Inmate Accounting System in a cost-effective manner and at no cost to Rockingham County.
- 5. To maintain a market price philosophy regarding the retail selling price of the commissary item sold to the inmates.
- 6. To maintain an open collaborative relationship with Rockingham County staff.
- 7. To contract with a single vendor to provide all services as described in this RFP. No subcontracting of any aspect of the specifications is permissible without written permission from the Rockingham County Department of Corrections.
- 8. To guarantee an uninterrupted level of service.
- To enter a contract with an experienced vendor who can provide documented experience in the field of inmate accounting software, computer hardware and support for correctional facilities, the size and scope of Rockingham County Department of Corrections.

# 2. Description of Facility

Rockingham County Department of Corrections (RCDOC) is a 400-bed jail with an additional 84 beds in the Community Corrections Building, housing both males and females in pre-trial and post-conviction status. Rockingham County is located in Southern New Hampshire.

# 3. Project Scope and Specifications

# **Specifications for Inmate Accounting Equipment and Software**

- 1) The computerized Accounting Software must adhere to the generally accepted accounting principles and be capable of being audited by Rockingham County. The proposed software must be successfully installed and in use in at least three (3) other correctional facilities with contact information provided to facilitate feedback on software performance.
- 2) The vendor shall provide all hardware and software for a computerized inmate accounting system to keep accurate records of all commissary activity and balances of individual inmate accounts.
- 3) The system must be multi-terminal with multi-user and function capability.
- 4) The proposed accounting system must contain a complete general ledger and allow for a trial balance. There must be a provision for checkbook reconciliation. The system must contain the ability to set annual fiscal maintenance. The system must have the ability to run general ledger reports on any account or sub account contained within the general ledger.
- 5) Allow the facility to open an inmate account manually or through an interface with Rockingham County's jail management system (currently Xjail but changing to Central Square) at the time of booking. To enter the computer system the amount of money in his/her possession at the time of booking. A permanent ID number for an inmate's account will allow an account to be opened as needed. The following fields must be populated in the opening transactions:
  - A) Booking Number
  - B) Name
  - C) Birth date
  - D) Housing block and cell
- 6) Allow for at least the following functionality and types of transactions to occur on the inmate's accounts system:
  - a) Add funds to an account
  - b) Draw funds in the form of a check, issuing a check via a system printer
  - c) Close an account with a detailed statement and pay the inmate's balance by debit card or check
  - d) Deduct commissary and other charges in a "live environment". Priority levels for repayment of debt will be set by the County.
  - e) Process commissary credits and credits for non-commissary charges.
  - f) Reopen an inmate account, utilizing the same inmate ID number after the account has been closed and allow for tracking debts across multiple incarcerations.
  - g) Carry negative/owed balances.
  - h) Ability to charge an inmate for fees and fund transactions (such as medical charges); to apply payments to said fund balances; and to release an inmate with a balance due to the County that can be maintained indefinitely.
  - i) Ability to control commissary purchases (i.e. medical and/or religious restrictions, disciplinary controls, gender restrictions, and indigent status). The system must allow the County to set purchase limits on items.
  - j) The system must provide a complete audit trail on all transactions. It must allow for scheduled and unscheduled audits of an inmate account by the County to ensure the integrity and accuracy of the accounts.

- k) The system must provide a series of reports as specified by the County. The reports should include but not limited to:
  - i) Balance reports of active and inactive inmates
  - ii) Daily inmate transaction reports
  - iii) Receivable reports
  - iv) Resident transaction history reports
  - v) Sales reports
  - vi) Indigent inmate reports
  - vii) Restricted purchase reports
- The system must have comprehensive checkbook management features. Additionally, the system must have the ability to print a check registry based on multiple criteria which can be queried by financial operators.
- m) Various levels of security, including password control and tracking of transactions, by individual and station, shall be present in the system. These levels will have the capability to be customized by the facility site administrator.
- n) The vendor must install the system and shall oversee and assist in the initial setup of the proposed system. The vendor shall provide an on-going support and toll free 24-hour emergency line to ensure maximum utilization and minimal down time with the proposed system at no cost to the County.
- o) The vendor shall train facility employees via on-site and web-based training, on the use of accounting system.
- p) Updating of the computer system software must be provided free of charge to the County for the length of the contract.
- q) All necessary hardware will be provided by and maintained by the vendor for the length of the contract. Maintenance or replacement of the hardware shall be the responsibility of the vendor.
- 7) The vendor shall provide a kiosk for the County facility's lobby for the purpose of electronic deposits into inmate accounts. The kiosk shall allow cash or credit card. All electronic deposits shall be immediately posted in the inmate account software. A receipt shall be generated for the depositor upon completion of each transaction. (Additional lobby kiosk may be necessary for Community Corrections building)
- 8) The vendor shall provide a booking kiosk for the County facility's Booking Dept. for the purpose of cash and coin deposits upon inmate admission.
- 9) The vendor shall provide multiple vending machines for both staff and inmate use.
- 10) The vendor shall provide capability of the electronic deposits via phone and/or internet.
- 11) The vendor shall interface with the County's jail management system (currently Xjail but changing to Central Square) and the County's financial institution.
- 12) All software and systems installed as part of this agreement shall be free of viruses. Vendor shall comply with anti-virus software licenses and have scheduled scanning procedures.
- 13) The vendor shall provide a 24/7 emergency hotline for reporting software problems to ensure maximum utilization and minimal down time. The vendor shall provide a three (3) hour or less

response time to calls for service. The vendor should have the capability of remotely accessing the system to resolve software issues.

- 14) When recommending or performing future software upgrades and/or fixes, the vendor is responsible for informing the County of potential impacts of existing hardware/operating systems configurations. Specifically, the vendor must notify the County in advance that software enhancements will require modifications to workstation configurations. Future software upgrades and/or fixes shall not adversely impact hardware/operating configurations or operations.
- 15) Software must provide a backup file every 24 hours and be maintained perpetually. All data must be backed up and maintained on site. No offsite backups will be allowed to protect the sensitive nature of the information.

# **Specifications for Inmate Commissary Services**

- 1) The vendor and the County are to mutually agree upon the items to be carried in the commissary program. After the initial menu, no items are to be offered without the written permission of the County. It will be the responsibility of the vendor to keep the County aware of new products that may be offered or products that are being discontinued or replaced with another product.
- 2) The vendor shall provide Commissary service to inmates once a week with a delivery schedule to be determined by the vendor and the facility.
- 3) The vendor shall provide kiosk machines in each unit for inmates to submit commissary orders electronically and access account information, history and balances, and submit and receive requests to and from staff. Additionally, a vendor app for ordering commissary via tablet is desirable. Kiosk/app information and direction available on a bilingual basis preferred.
- 4) Orders shall be processed in an off-site premises, secured warehouse and delivered to the facility with no delivery charge to the County. Delivery is guaranteed on a weekly basis. Any variation to the delivery schedule must be agreed upon in writing by the vendor and County.
- 5) The vendor will be responsible for purchasing, receiving, and maintaining adequate levels of products to ensure a weekly order fill rate of no less than 90%.
- 6) Menus shall be based on the inmate's security level.
- 7) Spending limits are set by Classification and/or housing unit. The County will have the option of setting limits on the number of individual items ordered per week.
- 8) The list of standard commissary items will include at the minimum: candy, cookies, snacks, crackers, chips, coffee, tea, office supplies, selected clothing, and personal hygiene items.
- 9) Each order will be individually wrapped in a sealed clear plastic bag. Each order should contain a two-part receipt. The receipt should contain the following information:
  - a) Date Ordered
  - b) Inmate name
  - c) Inmate identification number
  - d) Inmate location
  - e) Items and quantity ordered
  - f) Total of order
- 10) Items offered in the commissary must meet the following specifications:
  - a) Food items shall be wrapped/packaged and dated for individual consumption.
  - b) All containers must be made of non-breakable material and clear where available.

- c) All consumable products shall be non-alcoholic.
- 11) The vendor shall submit a weekly sales invoice. A check will be issued by the County from the Inmate Trust Account for goods received upon receipt and verification of the invoice.
- 12) The weekly sales invoice shall contain a list of all inmate purchases totals, a grand total, and less any credits for unsatisfactory merchandise, damaged items, or items not delivered.
- 13) Any request for product price changes must be submitted by the vendor to the County representative 30 days prior to the proposed effective date. The County reserves the right to accept the increase, allowing the vendor to delete the item or approve replacement of the item with a comparable item at a comparable price.
- 14) Inmates will not be allowed to make purchases exceeding their account balance.
- 15) All deliveries are to be made on the day agreed upon between the County and the vendor.

  Adjustments will be made upon notice if the delivery day falls on a holiday or due to inclement weather.

#### **Additional Services**

1)The vendor shall disclose any additional services available to offer that have not already been mentioned in this RFP (i.e. electronic mail, MP3 players, pre-paid calling system, etc.).

#### **Commission Structure**

- The County shall receive commissions on the gross revenues generated by all weekly sales of goods sold from the commissary and vending machines, less any refunds or adjustments for returned services. Any items to be excluded from commissionable sales must be specifically detailed in the vendor's proposal.
- 2) Any additional fees to be added to the total cost of the products must be approved by the County.
- 3) The vendor shall not charge for sales tax as NH is not subject to a sales tax.
- 4) The costs related to the commissary operation are the responsibility of the vendor.
- 5) The vendor shall provide any documentation reasonably requested by the County to support the calculation of commissions.
- 6) Commissions due to the County can be computed on and deducted from the vendor invoices, or paid by check to Rockingham County DOC.

# 4. Invoicing

Invoices shall be made to the attention of Rockingham County Department of Corrections and will need to be placed on a minimum of Net 30 terms for the balance of the invoice. Vendors will be required to comply with all tax requirements for payment, such as completion of a W-9 prior to payment.

# **5. Submission Requirements**

Respondents should provide the following information as part of their proposal for consideration:

- A complete proposal based on the terms and conditions set forth in this RFP
- A complete commission proposal.

- A description of the vendor and its applicable experience in providing Commissary Services.
- A minimum of three (3) DOC facilities currently serviced by your company, with contact information, which may be contacted for references.
- Any applicable service and/or product satisfaction plan or warranty information.

# **6. Agreement Terms**

The Agreement shall become effective as of the first day of January 2026 and shall continue in effect for a period of three (3) years. The Agreement will automatically renew for two (2) successive one-year terms thereafter. The extension years shall be at the County's discretion based on the performance and overall satisfaction of the initial three (3) year term as determined solely by the DOC.